



REQUEST FOR PROPOSAL (RFP)

ALL INTERESTED	DATE: June 22, 2022
	REFERENCE: 279-2021-UNDP-UKR-RFP-CO-Survey

Dear Sir / Madam:

We hereby invite you to submit your Proposal for performing **for Conduct primary data collection and analysis to identify the impact of war across population groups and geographic areas.**

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 **Sunday, July 03, 2022 , 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/unscct/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

DocuSigned by:


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Ms. Agnes Kochan,
Operations Manager
UNDP in Ukraine

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Annex 1

Description of Requirements

Context of the Requirement	Conduct primary data collection and analysis to identify the impact of war across population groups and geographic areas Strengthening Crisis Management and Enhancing the emergency response management of the Government of Ukraine
Implementing Partner of UNDP	Secretariat of Cabinet of Ministers of Ukraine
Brief Description of the Required Services ¹	Assessment of human impact of the war aims to assess the war's impact on people, their living conditions, health, access to education, livelihoods, food security, social status and on the overall levels of poverty and human development.
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 Senior Adviser, UNDP Senior Economist
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 <i>[pls. specify]</i> <input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	July 2022 – December 2022
Target start date	July, 2022
Latest completion date	December 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 <i>[pls. specify]</i>
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

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.

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 type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 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 Senior Adviser, UNDP Senior Economist
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	<u>Technical Proposal (70% - 700 points)</u> <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) <u>Financial Proposal (30% - 300 points)</u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors
Contract General Terms and Conditions ²	<input type="checkbox"/> General Terms and Conditions for contracts (goods and/or services) <input checked="" 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</i> <i>Kyiv, Ukraine</i> <i>Procurement.ua@undp.org</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

² 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"> • Copy of Latest Business Registration Certificate and Tax Registration certificate • A letter of interest/offer, which outlines date of creation, size, previous experience in implementing similar to assignment projects and competitive advantages of the applicant organization. • Examples/Samples of the documents confirming the experience of conducted public opinion / sociological surveys at the regional level (at least 3 documents in WORD, PDF format or the relevant web link). • Examples/Samples of the documents confirming the experience in conducting at least 2 (two) public opinion / sociological surveys of vulnerable and marginalized groups - documents in WORD, PDF format or the relevant web link – if available. • Technical proposal in the form of a work plan and approach/inputs to the performance of suggested methodology and questionnaires. Work plan should be prepared in accordance with the proposed methodology and provisions of these Terms of Reference. • CVs of the intended team members involved (Team Leader, 3 Senior Specialists) with clear description of their roles in the Project, education, knowledge and previous experience, as well as certification of their availability if selected for this project, • Minimum 2 (two) positive reference letters on similar to these Terms of Reference projects from previous Clients / Partners. • Password protected financial proposal in the proposed format (as per the ToR). <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>27.06.2022, 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: 279-2022-UNDP-UKR-RFP-CO-Survey, 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 References

Project Title: Strengthening Crisis Management and Enhancing the emergency response management of the Government of Ukraine

Description of the assignment: Conduct primary data collection and analysis to identify the impact of war across population groups and geographic areas

Country/place of implementation: Ukraine (24 oblasts and Kyiv)

Expected duration of assignment: 5 months

Direct supervisor(s): Project Manager

Secondary supervisor: UNDP Senior Adviser, UNDP Senior Economist

Evaluation method: Cumulative analysis

I. Context

The United Nations Development Programme (UNDP) works in about 170 countries and territories, helping to eradicate poverty, reduce inequalities and exclusion, and build resilience so countries can sustain progress. As the UN's development agency, UNDP plays a critical role in helping countries achieve the Sustainable Development Goals. In Ukraine, UNDP operates along three programmatic areas of support: Inclusive development, recovery and peacebuilding; Democratic governance; and Energy and environment.

Early UNDP projections suggest that if the war deepens and expands, up to 90 percent of the population of Ukraine could be facing poverty and vulnerability to poverty by the end of 2022, and 30 percent of the population are likely to require life-saving humanitarian assistance. Eighteen years of socio-economic achievements in Ukraine are at risk.

Considering the enormous impact of the war, significant resources will need to be invested to address recovery needs. This should be guided by a comprehensive assessment that estimates damages and losses and identifies the needs of the affected population. The main goal being to assess the full extent of the war's impact, define the needs for recovery, and, in so doing, serve as the basis for designing a recovery strategy and guide donors' funding.

In addition to the significant effects that the war has on the economy, it has and will continue to severely impact the Ukrainian people's well-being. Households are deprived of their basic living conditions and standard of living, their livelihoods and income base have been destroyed, their productive assets eroded, their access to basic services reduced, such as health and education, and their food security compromised. As a result, poverty may become entrenched, and inequality may increase, and human development progress may be undone or at risk. While the total share of economic losses sustained by poor households may be relatively low, the impact upon these households is usually very high. They also have a lower capacity to cope in the aftermath and receive less support from safety nets and social protection mechanisms.

It is therefore important that any initiative used to establish the evidence for recovery, also looks at evaluating the impact of wars on people, their living conditions, health, access to education, livelihoods, food security, social status, as well as on overall levels of poverty and human development.

II. Main Objectives

The assessment of human impact of the war aims to assess the war's impact on people, their living conditions, health, access to education, livelihoods, food security, social status and on the overall levels of poverty and human development.

III. Objectives of the human impact assessment:

- Understand the human dimensions of the war's impact
- Seek the views of the affected population on war affects and their recovery priorities
- Inform the recovery strategy to mitigate the worsening of the human impact.
- Guide priority recovery actions and population groups, for example to prioritize the areas with the highest human impact or incidence of poverty and households that should be targeted.
- Inform the adjustment of national development plans, poverty reduction strategies, and social protection programs.
- Inform how the human impact may compromise the achievement of national SDG targets and the policy considerations.

IV. Questions that need to be answered through the Human Impact Assessment:

- How is the war affecting different population groups; who is most affected and why; and which groups are

- particularly vulnerable or at risk? What are the regions most affected?
- What are the main social networks and support mechanisms?
- How did the war (including damage and losses) affect people, their households, living conditions, health, access to education, livelihoods, food security and social equality?
- How are households coping with the war and its impact?
- What are the capacities and resources that people and communities can contribute to recovery?
- What are the priorities for people's recovery?
- What are the overall potential future consequences, for example, in relation to poverty? What are the key recommendations for the recovery process to minimize the human impact?

V. Core Indicators

To measure the human impact of war the assessment looks into the five core indicators as outlined in the [HIA guidelines](#) and will be based on the methodology of the HIA.

- 1) **Living conditions, health and education:** based on the multidimensional poverty index, this indicator is measured in terms of impacts of the war on people's access to water, sanitation, electricity, cooking fuel, housing and basic household assets, as well as to health and education.
- 2) **Livelihoods:** measured in terms of people's access to livelihoods (all occupations), income, and productive assets and resources.
- 3) **Food security:** measured in terms of the three pillars of food security and household coping strategies.
- 4) **Gender equality:** measured as the gender differential impact, access to resources and decisions.
- 5) **Social inclusion:** measured in terms of unequal access, unequal participation, denial of opportunities, and the identification of vulnerable populations.

The five core indicators and sub indicators will be key in analysing the human impact of the war and the methodology may be adapted to reflect the specific circumstances of Ukraine and available data.

UNDP seeks to hire a qualified and experienced company (Contractor) to conduct research and analysis of the needs and perceptions of war affected populations across the five areas mentioned above. The contractor will promote UNDP's mandate as a gender-responsive organization with zero tolerance for any kind of discriminatory and abusive behaviour, including sexual harassment, sexual exploitation, and abuse.

VI. Scope of Work and Expected Outcomes

This assignment aims to understand how the war has impacted the populations in its many iterations and to give analysis and recommendations for policy priorities towards enabling the recovery and development of Ukrainians and the various segments that make up the Ukrainian population. The research will also aim to understand the key issues that could hamper their recovery and development

The Contractor will commit to the following deliverables:

1. **Project kick-off meeting:** This meeting will ensure that the assignment is reviewed, and the way of working is established with UNDP.
2. **Inception Report with concrete Methodology and Work Plan:**

The inception report will be drafted with the input of UNDP (in English, up to 10 pages, Times New Roman, 12 pt., lines space – 1.15.) Its aim is to provide detailed overview of the project methodology, activities, deliverables, team's contribution and the timeline.

3. **The annotated outline for the analytical report:** *The annotated outline will be submitted for approval by UNDP. It will provide an overview of the structure of the analytical report.* The annotated outline for the interpretation of HIA indicators across five areas will be approved after the discussion with the contractor. Each of the five areas should have a dedicated chapter that will contain the executive summary, presentation of survey results, trend analysis (when feasible) and recommendations. The contractor should ensure the report is informed by gender analysis and

developed in line with corporate gender equality goals and priorities.

4. **Collection of primary data sets:** Survey should be organised as per the approved methodology and using the final version of the questionnaire for each component of HIA. During the field stage, the Contractor will ensure that necessary quotas were applied so that the final data is representative of the target population group.

The Contractor should also provide quality control (during and after the field stage) that includes telephone control of at least 15% of the total sample (when applicable, e.g., in case a face to face or telephone interviews are used). Quality control results should be included in the Analytical report.

When conducting the survey, the Contractor shall promote a safe and enabling environment free of any kind of discrimination and abusive behaviour, respect differences and accord equal spaces and dignity regardless of personnel's sex, ethnicity, sexual preference, gender identity, (dis)ability or other markers of identity, and use the principles of gender-responsive communications in line with the UNDP corporate standards.

The Contractor shall adhere to the provisions of the Data and Information Sensitivity Classification for Ukraine, developed by OCHA, and follow the best practices of data protection and strict confidentiality arrangements. The latest version of the document is available at: <https://reliefweb.int/report/ukraine/data-and-information-sensitivity-classification-ukraine-last-updated-22-march-2022>. The Contractor shall regularly review the existing protocols for interviewing the war-affected populations under martial law and update the data collection approach whenever necessary.

5. **Baseline data assessment.** *This will include the secondary data review across the HIA five components to identify data gaps in the baseline (data on the situation prior to war) and primary data (data on the impact of the war). Sources for the data will come from the Government, the UN system and development partners, amongst others. The baseline assessment findings will inform the development of the questionnaires and will be part of the Final Analytical report.*
6. **The questionnaire is finalized:** The final questionnaire will be prepared by the contractor in English and Ukrainian should be as short and simple as possible (about 30 questions) with an approximate interview length of up to 30 minutes. The questionnaire will be based on the identified gaps from the review of secondary data. The initial research topics and basic secondary data mapping across the five areas of Human Impact Assessment (HIA) will be provided by UNDP to the Contractor for further adaptation and processing. To finalize the questionnaire, the Contractor will conduct a pilot survey with at least 25 respondents in different oblasts and collect the feedback for further adaptation of the survey tools and methodological guidelines. As a result of the piloting stage the Contractor shall prepare the technical report (in English, up to 3 pages, Times New Roman, 12 pt., lines space – 1.15.) with the main results and suggestions to be approved by UNDP.
7. **Statistical analysis of the interviews and survey results.** The collected data will need to be analysed to ensure that one can have an overarching understanding of the human impact of the war as well as have a clear narrative with regards to the 5 key Human Impact Assessment issues reviewed. The data set in SPSS (.sav format) and Excel should be provided to UNDP and UNDP will remain owner of this data. The Statistical analysis of the results of the survey should be presented as the report, which should include technical summary describing the survey methodology, sampling and interviewing methods.
8. **Consolidated Focus Group Discussions (FGD) and in-depth interviews report.** *Up to 10 FGD discussions and 10 in-depth interviews are to be held to validate the findings of the data from the quantitative surveys and secondary data review. The contractor will develop the FGD guide in consultations with UNDP and submit of the outcome reports for all consultations (FGDs and other consultation meetings). The consolidated FGD report will document the process in practical terms, explain the sampling, and provide a brief overview of some core findings.*

9. Submission of first draft Analytical Impact Report. *With input from UNDP the analytical report will be provided based on the accepted Annotated Outline.* The report should contain the annex with a dataset in SPSS (.sav) and Excel formats, frequency tables with answers disaggregated by demographic characteristics, including place of residence, oblast, sex, age, occupation, education level, IDP status, disability (yes / no) or other characteristics, when required. In addition, the report shall describe the implementation of quality control instruments utilized during the course of the study. Analytical Report should be prepared in **English** and provided in the *.docs format, at least 50 pages (including of tables and charts / visuals), Times New Roman, 12 pt., lines space – 1.15. A presentation on visualization of the obtained data (visualisation of the geography of the survey (a map), all questions and data on them should be visualized) should be prepared in English and provided to the UNDP.

10. Final version of the Analytical Impact Report. *The report should include clear findings and recommendations with regards to the way forward on recovery and development.*

VII. Sample description

▪ Qualitative part:

Up to 10 Focus group discussions and 10 in-depth interviews to validate the findings targeting population groups that face or risk social exclusion as a result of hostilities. The identification of the target groups will be based on: 1) review of the secondary data of the war's impact on Ukraine's populations and 2) the list of vulnerable groups of the UN [Common Country Analysis](#) (pp. 21-29), and 3) Humanitarian Needs Overview developed by the humanitarian community in Ukraine.

▪ Quantitative part:

Up to 3,000 interviews, representative of the population at the national level and of identified population groups. The questionnaire should aim at capturing the population groups that have been affected by the war: e.g., internally displaced persons or families with people with disabilities, etc. The choice of groups to be covered by FGs and in-depth interviews will be determined based on secondary data review. The use of a sample boosters to assess the selected groups will complement the dataset representative at the national level. The **survey method** face-to-face and/or telephone (highly preferable) or online (less preferable) will be chosen after preliminary consultations with the Contractor.

The respondent selection technique will depend on the target group:

- **Focus group discussions and in-depth interviews** may feature informants selected from representatives of organisations that are informed about, provide services to or work with the identified vulnerable group/s (CSOs, service providers and government officials) or representatives of vulnerable groups themselves. While the UN will provide a list of contacts of possible sources of key informants, it will be up to the Contractor to develop a method for identifying these key informants
- **Quantitative survey** covering national population and target groups with sampling that is representative of the adult population of Ukraine and of the identified target groups, respectively. Quotas will be based on the most recent available demographic estimations of the State Statistics Service of Ukraine and IOM migration data.

The final decision on the respondent selection technique will be made after discussions with the Contractor.

Data protection should be ensured. The Contractor shall develop the methodology and questionnaire, based on the inputs and initial research topics provided by UNDP, test the draft questionnaire, and provide feedback to UNDP.

Informed consent (written or another acceptable form as per personal data legislation) should be obtained from all women and men who are to be interviewed during this survey.

The Contractor's responsibilities will be to provide the following deliverables within 5(five) months of the Contract duration:

No.	Deliverable	Date of submission
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1.	Project kick-off meeting and Inception Report with detailed Methodology and Work Plan. Submitted and approved	By the end of the 1 st month of the assignment
2	<i>Submission and approval of the Annotated Outline for the Analytical Report, first draft of the baseline assessment, technical report on the tested questionnaire and the final Questionnaire</i>	By the end of the 2 rd month of the assignment
3.	<i>Data set of collected primary data is submitted and approved</i>	By the end of the 3 nd month of the assignment
4.	<i>Consolidated Focus Group Discussions and in-depth interviews report submitted and approved.</i>	By the end of the 4 th month of the assignment
5.	<i>Submission of first draft Analytical Impact Report.</i>	By the beginning of the 5 th month of the assignment
6.	<i>Final version of the Analytical Impact Report is submitted and approved.</i>	By the end of the 5 th month of the assignment

Deliverables to be provided for approval in following formats:

- Finalized research tools (*.docs and/or *.xlsx formats);
- Microsoft Excel file, containing ready-made statistical tables with results (disaggregated by, place of residence, sex, age, occupation, education level, IDP status, disability (yes / no) or other demographic category, as necessary;
- Analytical Report in English with graphs in *.docs format, at least 50 pages, Times New Roman, 12 pt., lines space – 1.15;
- Dataset in SPSS (.sav) and Excel formats;

Recommendations to Methodology of service provision:

- **Safety and security measures**

The Contractor is responsible for ensuring proper security of project team members. It is recommended to consult with UNDP on security in the region, especially before the field phase of the assignment. The Programme does not pay the cost of the following events, focus group discussions and other meetings with the community and therefore the above-mentioned costs should be included in the budget proposal, and the scope of these events should be described (number of events, number of participants, duration of each event).

- **Offline event policy about the coronavirus disease (COVID-19)**

All the offline (in-person) interviews, survey delivery and other events within this assignment should be organized and conducted with the observance of sanitary-hygienic and sanitary-anti-epidemic rules and norms stipulated by the World health organization about the coronavirus disease (COVID-19) advice for the public WHO Covid (https://www.who.int/emergencies/diseases/novel-coronavirus-2019/advice-for-public?utm_source%3dutm_source%3dba-notification&utm_campaign=ogfx-314-ru&utm_medium=desktop):

- Ensure policies and procedures related to COVID-19 are communicated to all participants.
- Ensure participants have positioned a minimum of 2 meters from one another and remain at a safe distance at all times.
- Ensure all surfaces in the training room (tables, chairs, countertops, doorknobs, light switches, etc.) are disinfected before and after the training using appropriate cleaning products.
- Ensure any training equipment, tools or props are cleaned and sanitized before and after use.

IV. Requirements for Monitoring / Reporting / Quality assurance measures

Under the overall strategic guidance of UNDP Senior Adviser and will coordinate their activities with the UNDP Senior Economist. Payments will be made in two stages according to the proposed payment schedule below.

The Contractor must adhere to the system of monitoring, evaluation and quality control implemented by UNDP and provide the necessary information, reports and statistics according to the present schedule or as soon as possible (within a reasonable time). For all work completed Contractor shall submit to UNDP the respective materials and / or written reports.

All reports and studies shall be transmitted to UNDP electronically (Formats of: *.docx, *.xlsx, *.pdf) on electronic source or in the form of electronic communication with the attached final product, which is also accompanied by an official letter in paper version of the Contractor/Implementer about the data transmission of products to the

UNDP. The studies/research should be written in Ukrainian. Quality management of conducted activities and final products will be as follows:

1. UNDP contact person will monitor the performance of the tasks on monthly basis in order to avoid the situations of poor performance of the Technical Task.
2. Each tranche pay-out is a subject to approving by UNDP Senior Adviser.
3. Final products, such as Analytical Report, dataset, frequency tables will be approved by UNDP Senior Adviser.
4. UNDP contact person can visit the survey sites (if face-to face modality is chosen) several times during the planned survey time in each area or may be granted access to up to 15% of audio recordings (if phone interviews is chosen) to control the quality of the survey.

VIII. The proposed schedule of services and payments

Below is a description of the % of the total budget that will be paid after receipt of the following outputs:

Upon completion of Deliverables 1, 2 – 20 % of the Total budget.

Upon completion of Deliverables 3, 4 – 30 % of the Total budget.

Upon completion of Deliverables 5, 6 – 50 % of the Total budget.

The payment is made by UNDP within 30 (thirty) calendar days from the date of respective deliverable acceptance by UNDP based on certification of acceptance signed by UNDP.

IX. Experience and Qualifications Requirements

Officially registered Company / Organization with a valid registration (for Ukrainian companies – a company should be registered on the territory controlled by the government of Ukraine) with:

1. Minimum 5 (five) years of experience in conducting public opinion / sociological surveys at least at the regional level.
2. Experience in conducting at least 5 (five) nationwide or regional public opinion / sociological surveys of vulnerable and marginalized groups, following the best practices of data protection and strict confidentiality arrangements, including through remote means of data collection, will be an asset.
3. At least 5 (five) conducted public opinion / sociological surveys, dealing with gender-responsive data collection, gender analysis, and bias-free interviewing at the regional level.
4. Minimum 2 (two) positive reference letters on similar to these Terms of Reference projects from previous Clients.
5. Availability of the relevant technical experts that will ensure quality and timely implementation of the contract; the Project team proposed for conducting this survey should include at least:

▪ Team Leader:

1. At least 10 (ten) years of experience in the developing analytical documents.
2. At least 10 (ten) years of experience in conducting public opinion / sociological surveys, with skills of gender-responsive data collection, gender analysis, and bias-free interviewing.
3. At least 10 (ten) years of experience in management of surveys and assessments.
4. Availability of at least 10 (ten) examples/samples of analytical reports where the candidate was an author or a co-author.
5. A Master's degree in social sciences, statistics, management, mathematics, or related fields.
6. Fluency in English required.

▪ 3 Senior Specialists:

1. At least 7 (seven) years of demonstrated experience in developing analytical documents.
2. At least 7 (seven) years of demonstrated experience in policy analysis and report writing on the topic of social inclusion, gender equality, livelihoods, food security, living conditions and social services (with focus on education and or health).
3. At least 5 (five) years of demonstrated experience in conducting / analysing at least 10 (ten) complex surveys and assessments.
4. A Master's degree in social sciences, statistics, management, mathematics, or related fields.
5. Fluency in Ukrainian and English required. Russian is desirable.

Proposed expert team (Senior Team Leader and 3 Specialists) should consist of both women and men (at least 30 % of the team should be women).

VII. Documents to be submitted in a technical proposal:

<input checked="" type="checkbox"/>	Copy of Latest Business Registration Certificate and Tax Registration certificate
<input checked="" type="checkbox"/>	A letter of interest/offer, which outlines date of creation, size, previous experience in implementing similar to assignment projects and competitive advantages of the applicant organization.
<input checked="" type="checkbox"/>	Examples/Samples of the documents confirming the experience of conducted public opinion / sociological surveys at the regional level (at least 3 documents in WORD, PDF format or the relevant web link).
<input checked="" type="checkbox"/>	Examples/Samples of the documents confirming the experience in conducting at least 2 (two) public opinion / sociological surveys of vulnerable and marginalized groups - documents in WORD, PDF format or the relevant web link – if available.
<input checked="" type="checkbox"/>	Technical proposal in the form of a work plan and approach/inputs to the performance of suggested methodology and questionnaires. Work plan should be prepared in accordance with the proposed methodology and provisions of these Terms of Reference.
<input checked="" type="checkbox"/>	CVs of the intended team members involved (Team Leader, 3 Senior Specialists) with clear description of their roles in the Project, education, knowledge and previous experience, as well as certification of their availability if selected for this project,
<input checked="" type="checkbox"/>	Minimum 2 (two) positive reference letters on similar to these Terms of Reference projects from previous Clients / Partners.
<input checked="" type="checkbox"/>	Password protected financial proposal in the proposed format (as per the ToR).

VIII. Evaluation Criteria

Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposals will be opened only for submissions that:

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

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

Evaluation and comparison of proposals

Summary of Technical Proposal Evaluation Forms		Score Weight	Maximum score
1	Experience of the firm / organization submitting the proposal	30%	210
2	Proposed work plan, methodology and approach	30%	210
3	Personnel	40%	280
Total Score		100%	700

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

Technical Evaluation Forms:

Form 1. Experience of the firm/organization submitting the proposal

Form 2. Proposed work plan, methodology and approach

Form 3. Personnel

Evaluation of the Technical Proposal Form 1		Maximum score	Company/other organization		
			A	B	C
The experience of the company / organization submitting the proposal					
1.1	Experience in conducting public opinion / sociological surveys at least at regional level: - 5 years of experience – 35 points; - from 6 to 8 years of experience – 40 points, - 9 and more years of experience and more – 50 points.	50			
1.2	Asset: Experience in conducting at least 5 (five) public opinion / sociological surveys of vulnerable and marginalized groups, following the best practices of data protection and strict confidentiality arrangements, including through remote means of data collection: - 5 and more conducted surveys – 30 points; - no experience - 0 points.	30			
1.3	Experience in conducting public opinion / sociological surveys at national level: - 5 conducted surveys – 45 points; - from 6 to 10 conducted surveys – 50 points, - 11 conducted surveys and more – 55 points.	55			
1.4	Reference letters on similar to these Terms of Reference projects from previous Clients / Partners: - 2 positive letters – 35 points, - from 3 to 5 positive letters – 40 points, - 6 positive letters and more – 45 points.	45			
1.5	Composition of Proposed experts team: - Meeting the requirement “At least 30 % of the team are women)” – 30 points - Not meeting the requirement “At least 30 % of the team are women” – 0 points	30			
Total score on Form 1		210			

Evaluation of the Technical Proposal Form 2		Maximum score	Company/other organization		
			A	B	C
The proposed work plan, methodology and approach					
2.1	Does the submitted Technical Proposal sufficiently meet the objective and scope of work? - The Technical Proposal generally meets the objectives and scope of work – 55 points; - The Technical Proposal corresponds well to the task, but workload overstated / understated – 60 points; - The Technical Proposal is logical and details the algorithm of the task which is corresponding to the volume of work as per the Terms of Reference – 70 points	70			
2.2	How well developed, reasonable and reliable is the inputs to the proposed methodology and questionnaires of implementation of Services?	70			

	<ul style="list-style-type: none"> - The inputs to the methodology were developed with an incomplete understanding of ToR requirements and compliance with the tasks – 55 points; - The inputs to the methodology logically describe a sequence of works – 60 points; - The inputs to the methodology include thorough criteria that demonstrate its feasibility – 70 points 				
2.3	<p>How well developed and reliable is the work plan?</p> <ul style="list-style-type: none"> - The description of the working plan was developed with an incomplete understanding of the purpose of assignment and compliance with the tasks – 55 points. - Work plan includes main components required as per Terms of Reference, but the lack of details demonstrates overall approach – 60 points. - Work plan is detailed and includes necessary stages required to meet all goals and fulfil the tasks in full as per Terms of Reference – 70 points. 	70			
Total score on Form 2		210			

Evaluation of the Technical Proposal Form 3		Maximum score	Company/other organization		
			A	B	C
Personnel					
	Team Leader				
3.1	Experience in developing analytical documents: - 10 years of experience – 15 points, - from 11 to 15 years of experience – 17 points, - 16 years of experience and more – 20 points.	20			
3.2	Experience in conducting public opinion / sociological surveys, with skills of gender-responsive data collection, gender analysis, and bias-free interviewing: - 10 years of experience – 12 points, - from 11 to 12 years of experience – 13 points, - 13 years of experience and more – 16 points.	16			
3.3	Experience in management of complex surveys and assessments: - 10 years of experience – 12 points, - from 11 to 12 years of experience – 13 points, - 13 years of experience and more – 16 points.	16			
3.4	Availability of analytical reports where the candidate was an author or a co-author: - 10 examples/samples – 11 points, - from 11 to 12 examples/samples – 13 points, - 13 examples/samples and more – 16 points.	16			
3.5	Educational background: - Master's degree or equivalent and higher – 13 points - PhD or equivalent – 15 points	16			
3.6	Language knowledge:	16			

	- Fluency in Ukrainian and English required. Russian is desirable.– 16 points				
	Internal score by criteria 3.1 – 3.6	100			
	Senior Specialist 1				
3.7	Experience in the developing analytical documents: - 7 years of experience – 10 points, - from 8 to 10 years of experience – 12 points, - 11 years of experience and more – 15 points.	15			
3.8	Experience in policy analysis on the topics of social inclusion and gender equality: - 7 years of experience – 10 points, - from 8 to 10 years of experience – 12 points, - 11 years of experience and more – 15 points.	15			
3.9	Personal participation in conducting complex surveys and assessments: - 5 surveys – 5 points, - from 6 to 10 surveys – 7 points, - 11 surveys and more – 10 points.	10			
3.10	Educational background: - Master's degree or equivalent and higher – 7 points - PhD or equivalent – 10 points	10			
3.11	Language knowledge: - Fluency in Ukrainian and English required. Russian is desirable.– 10 points	10			
	Internal score by criteria 3.7 – 3.11	60			
	Senior Specialist 2				
3.12	Experience in the developing analytical documents: - 7 years of experience – 10 points, - from 8 to 10 years of experience – 12 points, - 11 years of experience and more – 15 points.	15			
3.13	Experience in policy analysis on the topics of livelihoods, economic development and poverty: - 7 years of experience – 10 points, - from 8 to 10 years of experience – 12 points, - 11 years of experience and more – 15 points.	15			
3.14	Personal participation in conducting complex surveys and assessments: - 5 surveys – 10 points, - from 6 to 10 surveys – 12 points, - 11 surveys and more – 15 points.	15			
3.15	Educational background: - Master's degree or equivalent and higher – 7 points - PhD or equivalent – 10 points	10			
3.16	Language knowledge:	10			

	- Fluency in Ukrainian and English required. Russian is desirable– 10 points				
	Internal score by criteria 3.12 – 3.16	60			
	Senior Specialist 3				
3.17	Experience in the developing analytical documents: - 7 years of experience – 10 points, - from 8 to 10 years of experience – 12 points, - 11 years of experience and more – 15 points.	15			
3.18	Experience in policy analysis on the topics of well-being, health, education and social services: - 7 years of experience – 10 points, - from 8 to 10 years of experience – 12 points, - 11 years of experience and more – 15 points.	15			
3.19	Personal participation in conducting complex surveys and assessments: - 5 surveys – 10 points, - from 6 to 10 surveys – 12 points, - 11 surveys and more – 15 points.	15			
3.20	Educational background: - Master's degree or equivalent and higher – 7 points - PhD or equivalent – 10 points	10			
3.21	Language knowledge: - Fluency in Ukrainian and English required. Russian is desirable– 10 points	10			
	Internal score by criteria 3.17 – 3.21	60			
	Total score on Form 3	280			195

Financial Proposal Form⁴

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	Percentage of Total Price (Weight for payment)	Price without VAT, <i>indicate currency</i>
1.	Deliverable 1 and Deliverable 2	20%	
2.	Deliverable 3 and Deliverable 4	30%	
3	Deliverable 5 and Deliverable 6	50%	
Total all-inclusive cost without VAT, <i>Please indicate currency</i>		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	Price per unit without VAT, <i>indicate currency</i>	Cost without VAT, <i>indicate currency</i>
1.	Staff				
1.1	Team Leader	days			
1.2	Specialist 1	days			
1.3	Specialist 2	days			
1.5	Specialist 3	days			
2.	Cost of implementation				
2.2	Questionnaire testing				
2.3	Sociological survey (please specify the survey method in accordance with methodology/approach suggested in Technical Proposal)				
2.4	Prepare reports				
2.5				
3.	Administrative costs (if any)				

⁴ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

3.1					
3.2					
4.	Other costs (if any – to define activities/costs)				
4.1					
TOTAL without VAT, please indicate the currency					

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁵***(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁶)***

[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 279-2021-UNDP-UKR-RFP-CO-Survey 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
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)

⁵ This serves as a guide to the Service Provider in preparing the Proposal.

⁶ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Other relevant information	
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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 includin g 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.