

REQUEST FOR PROPOSALS

Reference number: RFP UKR/2012/02

Impact assessment of the Civil Society Development Programme (CSDP)

Project: UNDP Civil Society Development Programme



*Empowered lives.
Resilient nations.*

**United Nations Development Programme
February 2012**

Letter of Invitation

Kyiv, February 02, 2012

Subject: Impact assessment of the Civil Society Development Programme (CSDP)

Dear Sir/Madam,

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

1. This RFP includes the following documents:

ANNEX I - INSTRUCTIONS TO OFFERORS

ANNEX II - UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

ANNEX III - TERMS OF REFERENCE

ANNEX V - PRICE SCHEDULE

ANNEX VI - QUESTIONNAIRE FORMS

ANNEX VII - EVALUATION CRITERIA

ANNEX VIII - CHECKLIST FOR OFFERORS

ANNEX IX - DECLARATION BY OFFEROR AND DISCLOSURE REQUIREMENT

ANNEX X – MODEL CONTRACT FOR PROFESSIONAL SERVICES

2. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than **16.00 (Kiev time) on February 17, 2012:**

United Nations Development Programme
Ukraine, Kyiv 01021, Klovsky Uzviz 1
Tel: +38(044) 253-9363, Fax: +38(044) 253-2607
Contact email: procurement@undp.org.ua

3. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.

4. You are kindly requested to acknowledge receipt of this invitation and to respond whether you intend to submit a proposal (by fax or email indicated above) at your earliest opportunity.

Yours sincerely,

Gulfia Shienko
Operations Manager



Annex I - Instructions to Offerors

A. Introduction

1. General

The purpose of this RFP is to solicit proposals for the subject professional services as per enclosed Terms of Reference (TOR).

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror’s risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing before **16:00 (Kiev time) on February 10, 2012** at the following e-mail address:

procurement@undp.org.ua

The clarification to the queries received (including an explanation of the query but without identifying the source of inquiry) will be posted in the “Tenders” section of UNDP Ukraine website <http://undp.org.ua/en/tenders> (on the page of **RFP UKR/2012/02**) no later than **18:00 (Kiev time) on February 13, 2012**.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in Ukrainian or English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise Technical proposal and Financial proposal.

	Technical proposal includes the following documents:
(a)	Duly signed Proposal Submission Form (Annex IV)
(b)	Clear presentation of the Methodology and approach and a Work Plan
(c)	Duly signed Declaration by Offeror and Disclosure Requirement (Annex IX)
(d)	Thoroughly completed questionnaire forms (attached as Annex VI herewith), including:
(e)	Form 1. Brief Company profile
(f)	Form 2. List of personnel proposed for the assignment and their CVs – Team leader

	– Key experts (at least 2)
(g)	Form 3. List of similar studies
(h)	Copies of documents confirming state registration and tax payer certificate
	Financial proposal includes the following documents:
(i)	Price Schedule (Annex V) completed pursuant to clauses 9 and 10 (attached as Annex V herewith)

8. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

- A. Technical Proposal:** This proposal should include a description of the company’s profile and provide the information required in the Terms of Reference.
- B. Financial Proposal (in separate envelope).**

IMPORTANT: Operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedule.

The technical proposal containing any information on pricing (whether in the form of Price Schedules or mentioned in between the lines), shall be disqualified.

It is mandatory that the Offeror’s Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked “proprietary” next to the relevant part of the text and it will then be treated as such accordingly.

9. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in Ukrainian Hryvnya and clearly indicating VAT (if applicable). USD price shall be considered for evaluation purpose. For evaluation purposes, all financial proposals’ amounts shall be converted to USD at UN operating exchange rate (UNORE) effective at the moment of proposal submission deadline (publicly available at <http://treasury.un.org/operationalrates/OperationalRates.aspx>).

11. Period of validity of proposals

Proposals shall remain valid for 90 (ninety) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposals

The Offeror shall prepare **one original version** of the Proposal, no additional printed copies are required. The Offeror shall include an electronic copy of the technical proposal on CD/DVD, preferably in PDF or DOC format. In case of any discrepancies between the original proposal and electronic copy, the original shall govern. The Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

13. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices and VAT certificates submitted by the contractor, upon achievement of the corresponding milestones (according to Payment Schedule in TOR in Annex III).

D. Submission of Proposals

14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

addressed to the Purchaser –

United Nations Development Programme

Ukraine, 01021 Kiev

1 Klovsky Uzviz,

and,

- marked with –“RFP UKR/2012/02” and a statement: “**DO NOT OPEN BEFORE PROPOSALS OPENING TIME**”.

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8A (*Proposal form*) above, and shall be marked with “Technical Proposal”. The second inner envelope shall include the price schedule duly identified as such and shall be marked with “Financial proposal”.

Note: if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

15. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than submission deadline indicated on the cover page (invitation letter) of this Request for Proposals.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposals

Any Proposal received by the procuring UNDP entity after the submission deadline shall be rejected.

17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror’s withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

18. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the procuring UNDP entity.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

20. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Evaluation and comparison of proposals

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

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

In the Second Stage, the price proposal 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.

F. Award of Contract

22. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

UNDP reserves the right to award the contract in full or partially in any combination of the lots at its discretion.

Model Contract for Professional Services is attached in the Annex X.

23. Purchaser's right to vary requirements at time of award
The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.
24. Signing of the contract
Within 5 (five) business days following the receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.
25. Failure to enter a contract
Failure of the successful Offeror to comply with the requirement of Clause 23 or Clause 24 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next lowest evaluated Offeror or call for new Proposals.
27. Vendor protest
Our vendor protest procedure is intended to afford an opportunity to appeal to persons or firms not awarded a purchase order or contract in a competitive procurement process. **It is not available to non-responsive or non-timely Offerors or when all proposals/bids are rejected.** 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/procurement/protest.shtml>.

Annex II - UNDP General Conditions of Contract for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

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

15.0 TERMINATION

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

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

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

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

16.0 SETTLEMENT OF DISPUTES

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

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 AUTHORITY TO MODIFY:

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

Annex III - Terms of Reference

Terms of Reference (TOR)

For Impact assessment of the Civil Society Development Programme (CSDP)

1. **Services required:** An evidence-based assessment of the impact of the CSDP on different aspects of the CSDP Project:
2. **Category:** Consulting Service
3. **Duty Station and expected places of travel:** Kyiv and 5 selected regions of Ukraine
4. **Duration:** March 15 – May 31 2012
5. **Background**

The UNDP Civil Society Development Programme (CSDP) aims at a strengthened civil society promoting democratic governance. This programme promotes an open and democratic society founded on the rule of law and based on human rights and governance transparency and accountability both nationally and regionally. The project ensures that civil society organizations (CSOs) can become stronger, diminish their dependency on the donor community, and enhance citizen participation in policy processes by developing the capacity of CSOs at the regional and local level to effectively address citizens' needs.

The Programme includes two main components: 1) the small grants scheme for CSOs in seven regions (oblasts) to support activities aimed at improving the rights and situation of vulnerable groups, and promoting transparency & accountability of regional and local governments – this component is implemented in 7 target regions (oblasts); and 2) support to the development of a more favorable legal framework for the civil society in Ukraine in accordance with recommendations of the Council of Europe – this component is primarily implemented at the national level.

The main goals of the CSDP small grants scheme and the CSO capacity development activities were:

- provide assistance to the vulnerable groups of people targeted by the CSO grantees, such as provision of services, protection of rights, access to information, new knowledge and skills etc;
- strengthen managerial, advocacy and monitoring capacity of the CSO grantees to provide services, protect the rights of their target groups, and facilitate citizen participation in public decision-making.

CSDP also organizes training, networking events and international study tours to European countries for its CSO grantees and other stakeholders in order to strengthen their institutional capacity and expose them to relevant international experiences, especially with regard to human rights issues.

Seven regions targeted by the CSDP are: Chernihiv, Donetsk, Kherson, Khmelnytsky, Kirovohrad, Luhansk, and Lviv. The CSDP Project started in 2009 and will finish in June 2012.

As of November 2011, the CSDP has supported 120 small grants projects implemented by 83 CSOs in 7 target oblasts through three rounds of grants in the following thematic areas:

- Representing the interest and protecting the rights of vulnerable groups of people;
- Enhancing citizens' participation in the decision-making process at the local level;
- Protection of human rights through strengthening capacity of human rights CSOs.

As of November 2011, due to the CSDP support, more than 5,200 people directly benefitted from the CSO grant projects, about 40 decisions have been made by local governments with citizen participation, and almost 70 CSOs improved their institutional capacity.

By the time of the impact assessment (April 2012) all 120 of CSDP-supported projects will be completed.

6. Objectives, scope of work and Results

6.1. Overall Objective:

With this Request for Proposals the UNDP seeks to competitively select a qualified organization (Contractor) that will conduct an evidence-based assessment of the impact of the CSDP on the following aspects of the CSDP Project:

- 1) Impact on the institutional capacity of the CSOs that implemented projects with grant funding from the CSDP and took part in the capacity development events organized by the CSDP and its partners (training, networking and study tours). In particular, the following parameters should be taken into consideration inasmuch they can be attributed to the CSDP added value:
 - a. operational management;
 - b. strategic planning;
 - c. resource-mobilisation;
 - d. service delivery;
 - e. advocacy;
 - f. communications;
 - g. increased membership and new supporters, volunteers, partners;
 - h. enhanced influence and reputation etc.

- 2) Impact on the people targeted by the CSO grant projects, with regard to positive changes in the lives of these groups and individuals. In particular, the following parameters should be taken into consideration inasmuch they can be attributed to the CSDP added value:
 - a. protection of rights;
 - b. ability to contribute to the public decision-making process;
 - c. access to justice;
 - d. access to information;
 - e. access to social and other services;
 - f. improved living conditions,
 - g. new knowledge and skills etc.

The Contractor shall review Project-related materials made available by the CSDP and propose an assessment methodology for UNDP approval.

The main questions that the CSDP impact assessment shall respond are as follows:

- 1) with regard to the CSO institutional capacity development:
 - To what extent has the capacity of the CSOs targeted by the CSDP been strengthened in terms of institutional development and external action (to promote the interest and protect the rights of the targeted groups, enhance citizen participation in decision-making and promote accountability of government)?
 - On what organizational capacities did CSDP support have the most significant impact?
- 2) With regard to targeted groups of people:
 - What groups of people targeted by the CSO grant projects benefitted most?
 - What was the impact of CSDP support on the life situation, perceptions, behavioural models etc. of the targeted groups?

6.2. Deliverables:

The Contractor shall produce the following deliverables:

- Assessment methodology, including set of criteria to be used to produce the Report;
- Impact assessment Report on the Civil Society Development Programme (CSDP) in Ukrainian and English, including at the minimum:
 - Executive summary;
 - Methodology, approach;
 - Findings – description of the impact achieved by the CSDP in all the above-mentioned Aspects of the Project;
 - Conclusions;
 - Attachments (summarized and analyzed data collected for the assessment);
- Debrief of the UNDP on the main findings and conclusions of the Report.

7. Methodology, Timing and Logistics

7.1. Methodology

- To accomplish the task, the Contractor is expected to use a variety of the social impact assessment methods and tools (e.g. desk review of the documents, reports and publications related to the CSDP Project implementation available through the CSDP; observation and interview tools; surveys, etc.). While conducting assessment, 'with and without' scenario should be captured for comparison purpose.

7.2. Commencement Date and Period of Execution: The assignment will commence on March 15, 2012 and will remain effective until May 31, 2012.

7.3. Office Accommodation: The contracting agency is located in Kyiv. Office accommodation shall be arranged by the contractor on its own.

7.4. Equipment and Materials: Necessary equipment to carry out the assigned tasks shall be provided by the Contractor. Task-related documents shall be arranged by the contractor except the documents related to the CSDP implementation and produced by the CSDP grantees, which will be provided by the CSDP and/or its grantees respectively.

7.5. Transportation: The contractor shall take care of transportation costs and subsistence allowance needed in course of carrying out the tasks.

8. Requirements

8.1. General: The Contractor must be an Ukrainian organization.

8.2. Company Competence:

- At least three years of experience in conducting impact assessment of international technical assistance projects or relevant field;
- Adequate human resources base and logistic facilities to carry out the tasks;
- Available experts/specialists to ensure timely and quality execution of the tasks (CVs of all experts/specialists to be involved in the study should be attached) – offeror shall propose a team of at least two experts: team leader and researcher;
- Capability to prepare high-quality Reports in Ukrainian and English.

8.3. Management

The contractor shall be responsible for managing the process of the task, its human resources, logistics and expenditures related with the tasks in terms of time and adequacy.

UNDP will pay the negotiated amount in three tranches according to the following payment schedule:

- the first payment upon approval of methodology and plan of work;
- the second payment upon the receipt of the draft report;
- the third payment upon satisfactory submission of the final report.

Proposal shall include the following documents in Ukrainian or English:

Proposal is composed of Technical proposal and Financial proposal. Each proposal shall be enveloped separately and marked "Technical proposal" and "Financial proposal" accordingly.

	Technical proposal includes the following documents:
1	Organization's profile, including information about past experience in similar projects / assignments and evidence for capacity to organize/facilitate trainings/educational events;
2	Proposed approach and methodology of the assessment;
3	Project Personnel CV's;
4	Copies of documents confirming state registration and tax payer certificate
	Financial proposal includes the following documents:
5	Price Schedule (Annex V) in a separate envelope

Annex V - Price Schedule

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all direct taxes, since the UNDP is exempt from taxes as detailed in Clause 18 of the General Terms and Conditions.

VAT, if included, shall be clearly distinguished in the price proposal. The Offeror shall clearly state whether his proposal is inclusive or exclusive of VAT.

The Price Schedule must provide a detailed cost breakdown for each deliverable required by UNDP and provide separate figures for each functional grouping or category of services.

The format shown on the next page should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

Price Schedule: Request for Proposals UKR /2012/02

Offeror name

Currency of the offer

VAT payer: yes/no

Price Schedule: Request for Proposals for Services				
Description of Activity/Item	Type of work	No. of working days	Daily rate	Estimated Amount
1.	Remuneration, including:			
1.1	Team leader	1.		
		2.		
		3...		
		4.		
1.2	Experts: Expert 1	1.		
		2.		
		3.		
		4...		
	Expert 2...	1.		
		2.		
		3.		
		4.		
Sub-total				
2.	Other expenses, including:	Volume of services/goods	Unit cost	Estimated amount
2.1	Reproduction and printing costs			
2.2	Communication costs (if applicable)			
2.3	Postal services (if applicable)			
2.4	Proof reading and editing of the Ukrainian version of the Study report (if applicable)			

2.5	Stationery			
3	Any other expenses foreseen (specify)			
Sub-total				
4.	VAT (if applicable)			
TOTAL				

Signature by the bidder: _____

*Above form is provided for indicative purposes only. The Offerors are welcome to structure their price schedule in the way that will ensure the most clarity and detailed breakdown.

Annex VI - Questionnaire forms

Form 1.

BRIEF COMPANY PROFILE Інформація про компанію	
Full registration name Повна назва	
Year of foundation Рік заснування	
Legal status Форма власності	
Legal address Юридична адреса	
Actual address Фактична адреса	
VAT payer status Статус платника ПДВ	
Contact person name Контактна особа	
Contact person email Електронна адреса	
Contact person phone Контактний номер телефону	

Form 2. List of personnel proposed for the assignment and their CVs / Список експертів/фахівців, яких планується долучити до виконання завдання та їхні резюме

Full name Повне ім'я	Post occupied in the company Посада	Degrees, diplomas and qualifications Вчений ступінь, диплом та кваліфікація	Specialization Спеціалізація	Role in the proposed project team Роль в команді

Form 3. List of similar studies/ Список аналогічних досліджень

Client name, industry and country of origin Назва компанії та країна походження	Study description Опис дослідження	Duration of the study Тривалість дослідження	Year Рік

* The offerors are encouraged to provide more details about similar studies than requested in the form 3.

*Заявник може надати більше інформації про схожі дослідження за рамками Форми 3.

Annex VII - 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 to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submission that passed the minimum technical score of 70% (of 490 points) of the obtainable score of 700 points in the evaluation of the technical proposals.

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

In the Second Stage, the price proposal 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.

Technical evaluation criteria

Summary of Technical Proposal Evaluation Form		Score Weight	Max Points obtainable	Company/Other Entity				
1.	Expertise of Firm/Organization submitting Proposal	28.57%	200					
2.	Proposed Workplan, methodology and Approach	50%	350					
3.	Personnel	21.43%	150					
	Total	100%	700					
	Remarks							

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The

Technical Evaluation Forms are:

Form 1. Expertise of Firm/Organization Submitting Proposal

Form 2. Proposed workplan, methodology and Approach

Form 3. Personnel

Technical proposal evaluation Form 1		Points obtainable	Company/Other Entity				
Expertise of firm/organization submitting proposal							
1.1	Reputation of Organisation and Staff (Competence / Reliability) - Company Background, - Past performance	50	A	B	C	D	E

1.2	General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organisation, strength of project management support e.g. project financing capacity and project management controls) - Minimum 3 persons of professional project personnel	50					
1.3	Relevant experience in: - designing an impact assessment methodology; - developing appropriate assessment tools; - defining relevant assessment criteria; - conducting impact assessment of international technical assistance projects; - designing effective social impact methodologies; - producing informative impact assessment reports.	100					
		200					

Technical Proposal Evaluation Form 2		Points obtainable	Company/Other Entity				
			A	B	C	D	E
Proposed workplan, methodology and approach							
2.1	Is the scope of proposal well defined and does it correspond to the TOR?	85					
2.2	Have the important aspects of the task been addressed in sufficient detail? (Assessed based on the management/work plan)	90					
2.3	Is the methodical approach suggested appropriate for the task?	90					
2.4	Is the presentation clear and is the sequence of activities and the	85					

	planning logical, realistic and promise efficient implementation to the project?						
		350					

Technical Proposal Evaluation Form 3		Points obtainable	Company/Other Entity				
			A	B	C	D	E
3.1 Team Leader		75					
	Sub-score						
	General qualification	75					
	Experience in organizing and conducting impact assessment of international technical assistance project	20					
	Knowledge and experience in the following areas: - sociological research methods; - social impacts assessment tools; - development of survey and assessment reports.	25					
	Understanding of the Ukrainian civil society context	10					
	Experience in delivering services to international technical assistance organizations and donors	10					
	Education (Equivalent of Master's degree in relevant area)	10					

3.2 Researcher/s		75					
	Sub-score						
	General qualification	75					
	Experience in organizing and conducting impact assessment of international technical assistance project	20					
	Knowledge and experience in the following areas: - sociological research methods;	25					

- social impacts assessment tools; - development of survey and assessment reports.									
Understanding of the Ukrainian civil society context	10								
Experience in delivering services to international technical assistance organizations and donors	10								
TOTAL Part 3			150						

The obtainable number of points for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.

Annex VIII - Checklist for Offerors

CHECKLIST FOR OFFERORS		
Item #	Requirements of the RFP	Yes/No
Documentary		
1	Offer comprises of the technical and financial parts, each of which is sealed in a separate envelope	
2	Duly signed Proposal Submission Form (Annex IV) is provided	
3	Price Schedule (Annex V) in a separate envelope is provided	
4	Clear presentation of the Methodology and approach and a Work Plan provided	
5	Duly signed Declaration by Offeror and Disclosure Requirement (Annex IX) is provided	
6	Duly filled questionnaire forms (Annex VI), including:	
7	Brief company profile is provided	
8	List of personnel proposed for the assignment and their CVs is provided	
9	List of similar studies to this assignment executed is provided	
10	Copies of documents confirming state registration and tax payer certificate	
Administrative		
11	Language of the proposal: Ukrainian/English	
12	Proposal validity term: 90 days	
Payment and pricing		
13	Currency of the price proposal is clearly indicated in the Price Schedule	
14	All taxes included in the prices are clearly indicated (especially VAT)	
15	Payment terms (in arrears, within 30 days after invoicing) and proposed payment scheme (payments linked to completion of separate deliverables) are accepted	

Annex IX - Declaration by Offeror and Disclosure Requirement

The undersigned represents to UNDP as follows:

1. Offeror accepts provisions of the Instructions to Offerors in **Annex I** and agrees to do all acts required in **Annex I**.
2. Offeror accepts the Terms and Conditions in this RFP document.
3. Offeror, if awarded a contract, may be liable for liquidated damages if provided for in this RFP or the contract.
4. Offeror is aware that UNDP is not committed to award a contract, or to reimburse any costs incurred by the Offeror in connection with the RFP process.
5. Offeror is aware that neither the RFP, nor any of its annexes, including this Annex, constitutes any agreement or contractual relationship between UNDP, or any of its entities, and the Offeror. Offeror acknowledges that the sole purpose of the RFP and its annexes is to enable vendors to submit a proposal; Offeror will not regard or seek to rely upon the RFP or any of its annexes as an offer on the part of UNDP capable of acceptance by the Offeror.
6. Offeror acknowledges that bids are evaluated according to UNDP Financial Regulations and Rules and the evaluation criteria specified in the RFP.
7. Offeror is familiar with and accepts the UNDP payment terms (30 days post-payment).
8. Offeror is familiar with and accepts the UNDP's conditions for the withdrawal and modification of offers and the UNDP's rules governing errors in offers.
9. The Offeror has reviewed the Model Contract for Professional Services (Annex X) and, if awarded a contract, the Offeror confirms that model contract's format and wording is generally acceptable by the Offeror.

Signature of the Offeror_____

Annex X – Model Contract for Professional Services

Model Contract for Professional Consulting Services
between UNDP and a Company or other entity¹

Date _____

Dear Sir/Madam,

Ref.: ____/____/____ [INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your [company/organization/institution], duly incorporated under the Laws of _____ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ [INSERT SUMMARY DESCRIPTION OF THE SERVICES] (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
- a) this letter;
 - b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
 - c) the Contractor's technical proposal [ref....., dated], as clarified by the agreed minutes of the negotiation meeting?²[dated.....], both documents not attached hereto but known to and in the possession of both parties.
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The Contractor shall provide the services of the following key personnel:
Name Specialization Nationality Period of service
.....
- 2.3 Any changes in the above key personnel shall require prior written approval of _____ [NAME and TITLE], UNDP.
- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:
[LIST DELIVERABLES] [INDICATE DELIVERY DATES]
e.g.
Progress report/..../....
Final report/..../....
- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ [MAIL, COURIER AND/OR FAX] to the address specified in 9.1 below.
- 2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

OPTION 1 (FIXED PRICE)

3. Price and Payment³

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ [INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS].

¹ This model contract is intended for services (studies, consultancies by firms, etc) to be obtained from companies as well as from NGOs, Universities, etc. It is not to be used for procuring goods or works. Any substantial deviations to the text should be made in consultation with BOM.

² If there are updates to the technical proposal or correspondence exchanged in clarification of certain aspects, reference them too, provided that they are fully acceptable to UNDP. Otherwise, aspects which resolution is pending should be dealt with in this letter itself or in the Terms of Reference, as appropriate.

³ This version of section 3 is to be used for fixed price contracts. Fixed price contracts should normally be used when it is possible to estimate with reasonable accuracy the costs of the activities which are the subject of the Contract.

- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u> ⁴	<u>AMOUNT</u>	<u>TARGET DATE</u>
-------------------------------	---------------	--------------------

Upon....././....
-----------	-------	----------

Invoices shall indicate the milestones achieved and corresponding amount payable.

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment⁵
- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex _____ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of _____ **[NAME and TITLE]**, UNDP.
- 3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.
- OR
- 3.5- The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.⁶
- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

4. Special conditions⁷

- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

4.1.1. Security

The Contractor shall:

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

- 4.1.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

4.2 Audits and Investigations

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

⁴ If an advance payment is granted, define the first milestone as "upon signature of the contract by both parties". Please note that advance payments should be granted only in exceptional cases, and that they must comply with UNDP policies and procedures.

⁵ This version of section 3 is to be used for cost reimbursement contracts. Normally, cost reimbursement contracts should be used when it is not possible to estimate with reasonable accuracy the total costs of the activities which are the subject of the Contract.

⁶ This clause should be used if an advance payment is granted. Please note that advance payments should be granted only in exceptional cases, and that they must comply with UNDP policies and procedures. Any advance which represents 30% or more of the proposed total contract value must be cleared by the Office of Finance and Administration prior to contract signature, with the exception of contracts below \$50,000.

⁷ Under this Section, you may propose special clauses in order to adapt the model contract to the specific situation. In this sample clause 4, several clauses of common use are given. If they are not required, they should be deleted. If there are no special conditions, please choose the alternative version of 4 in order to conform to clause 1.1.

4.2.1 The Contractor acknowledges and agrees that, anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

4.3 Anti-terrorism

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

4.4 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.⁸

4.5 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ [INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT] % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.⁹

4.6 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.¹⁰

5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

[NAME OF THE BANK], [ACCOUNT NUMBER], [ADDRESS OF THE BANK]

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than _____ [INSERT DATE] and shall complete the Services within _____ [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ [NAME AND TITLE] UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

_____ [INSERT CONTRACT REFERENCE & NUMBER]

For the Contractor:

[INSERT NAME, ADDRESS AND TELEX, FAX AND CABLE NUMBERS]

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND TITLE]

For [INSERT NAME OF THE COMPANY/ORGANIZATION]

Agreed and Accepted:

Signature, Name, Title, Date

⁸ This clause must be used when an advance payment of \$50,000 or more is granted to the Consultant and may be used for payments under \$50,000 when appropriate. Please note that advance payments should be exceptional, whatever their amount and must comply with UNDP Financial Regulations and Rules.

⁹ This clause must be used when an advance payment is granted (whatever the amount) in a cost reimbursement contract. A payment upon signature is considered an advance payment.

¹⁰ This is a sample clause for the rare cases where there is a conflict with a provision of the General Conditions which does not involve privileges and immunities, arbitration or some other fundamental aspects of the UNDP legal status. All such changes to the General Conditions shall require consultation with OLPS/BOM.