



**Request for Proposal (RFP)
UKR/2010/03**

Date: 6 April 2010

Dear Sir/Madam,

Subject: RFP for the Organization of a Study Tour to Switzerland.

1. You are requested to submit a proposal for the organization of a study tour to Switzerland, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors (Annex I)
 - ii. General Conditions of Contract..... (Annex II)
 - iii. Terms of Reference (TOR)..... (Annex III)
 - iv. Proposal Submission Form(Annex IV)
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than **6 pm (Kiev time) on April 30, 2010.**

United Nations Development Programme
Ukraine, Kyiv 01021
Klovskiy Uzviz #1
Tel: 253-9363
Fax: 253-2607
4. 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.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,


Liudmyla Shevtsova
Business Center Manager

United Nations Development Programme in Ukraine

Instructions to Offerors

A. Introduction

1. General

Purpose of the RFP: UNDP Ukraine is seeking a qualified Contractor to organize a study tour of Ukrainian top government officials and top local decision-makers (city Mayors/Deputy Mayors) to Switzerland for the purpose of being exposed to the best practices of functioning of local self-government as well as benefits of decentralization.

The Contractor will be requested to organize the study tour to the well-known international training institution in Switzerland and high-level meetings with Swiss government officials 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 Ukraine 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 **4 pm (Kiev time) on April 13, 2010** 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 RFP UKR/2010/03 page) no later than **6 pm (Kiev time) on April 16, 2010**.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, UNDP Ukraine 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 an amendment.

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

If such amendment to the Solicitation Documents or extension of the deadline is made, the notification of the same will be posted at UNDP Ukraine web site (referenced in paragraph 4 above).

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 UNDP Ukraine shall be written in English and/or Russian/Ukrainian language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English and/or Russian/Ukrainian translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English and/or Russian/Ukrainian translation shall prevail.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9 (**shall be submitted in a separate sealed envelope**);

8. Export License

All bidders/vendors must aware that the goods and services are for the benefit of the Government under UNDP's development assistance framework and goods purchased will normally be transferred to the national partners, or to an entity nominated by it, in accordance with UNDP's policies and procedures.

The bidder/vendor shall include in their proposal:

- A statement whether any import or export licenses are required in respect of the goods to be purchased or service to be rendered including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users;
- Confirmation that he has obtained licenses of this nature in the past and have an expectation of obtaining all the necessary licenses should their bid be successful.

9. Proposal form

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

(a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

(b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

(c) Proposed methodology

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

The 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 Schedules.

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.

10. 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.

11. Proposal currencies

All prices shall be quoted in US dollars or any convertible currency.

12. Period of validity of proposals

Proposals shall remain valid for at least thirty (30) days after the date of Proposal submission prescribed by UNDP Ukraine, pursuant to the deadline clause (longer validity terms are strongly encouraged). A Proposal valid for a shorter period may be rejected by UNDP Ukraine on the grounds that it is non-responsive.

In exceptional circumstances, UNDP Ukraine 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.

13. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract.

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 initialed by the person or persons signing the Proposal.

14. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposals

15. 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 –

UNDP Ukraine
1 Klovskiy decent, Kiev
01021 Ukraine

- marked with –

"RFP UKR/2010/03"

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 9 (*Proposal form*) above, with the copies duly marked "Original" and "Copy". The second inner envelope shall include the price schedule duly identified as such.

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

16. Deadline for submission of proposals

Proposals must be received by UNDP Ukraine at the address specified under clause *Sealing and marking of Proposals* no later than **6 pm (Kiev time) on April 30, 2010**.

UNDP Ukraine 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 UNDP Ukraine and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

17. Late Proposals

Any Proposal received by UNDP Ukraine after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

18. 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 UNDP Ukraine 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

19. Opening of proposals

UNDP Ukraine will open the Proposals in the presence of a Bid Opening Committee.

20. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at his/her 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.

21. 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.

22. 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 proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR) and in accordance with pre-agreed evaluation criteria stated in the TOR.

In the Second Stage, the price proposal of all contractors, who have attained minimum 71% score in the technical evaluation will be compared. Financial evaluation will be completed in accordance with cumulative analysis scheme, taking into consideration the following weights split: technical – 60% of the overall score, financial – 40%.

The proposal obtaining the overall highest score after weighting the score of the technical proposal and the financial proposal will be designated as the one offering best value for money and the contract will be awarded accordingly.

Technical Evaluation Criteria

Study tour of Ukrainian top government officials and top local decision-makers (Mayors/their deputies) to Switzerland						
Requirements	Scoring/Maximum Points		Points earned	Minimum Acceptable Points	Critical	Remarks
	Rating Scale					
Minimum of 5 years of experience and international best practices in the sphere of local development, municipal governance and decentralisation (please provide references of at least 3 clients)	0	Does not meet the requirements				
	8	Partially meets the requirements				
	10	Fully meets the requirements				
	15	Exceeds the requirements				
	0			8		
Extensive experience, networks and contacts with high-level Switzerland government institutions in the sphere of local and regional development (please submit at least 3 case studies - brief description of your networks)	0	Does not meet the requirements				
	10	Partially meets the requirements				
	15	Fully meets the requirements				
	20	Exceeds the requirements			X	
	0			15		
Practical experience in organization management, strategic planning of associations and public organizations at the national and regional level (please submit at least 3 case studies - brief descriptions of your experiences)	0	Does not meet the requirements				
	10	Partially meets the requirements				
	15	Fully meets the requirements				
	20	Exceeds the requirements				
	0			15		
Demonstrated good understanding of Ukraine's/CIS countries context and developed proposal with consideration of the latter	0	Does not meet the requirements				
	8	Partially meets the requirements				
	10	Fully meets the requirements				
	15	Exceeds the requirements			X	
	0			10		
Effective and creative proposal of the study tour programme reflecting best practice in terms of content, delivery and methodology (meetings, field visits, variety of agencies to be visited etc)	0	Does not meet the requirements				
	10	Partially meets the requirements				
	15	Fully meets the requirements				
	20	Exceeds the requirements			X	
	0			15		
Registration in Switzerland	0	Does not meet the requirements				
	5	Partially meets the requirements				
	8	Fully meets the requirements				
	10	Exceeds the requirements			X	
	0			8		
GRAND TOTAL						
	100					

Total points: 100

Pre-requisites for passing:

1. Not a single 0 score on any line item.
2. Minimum total of points 71
3. Meets or passes the required mark 71 +

F. Award of Contract

23. Award criteria, award of contract

UNDP Ukraine 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, UNDP Ukraine 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.

24. 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.

25. Signing of the contract

Within 5 working days following receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

26. 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 proposers/bidders 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>.**

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.

TERMS OF REFERENCE

Background (brief information on the project):

The overall objective of the project “Promoting Conditions of Participatory Governance and Development in Urban Areas” which is the sub-project of the Municipal Governance and Sustainable Development Programme is to contribute to the effective public services provision through development and dissemination of effective approaches and mechanisms of decentralised municipal governance.

It is to be done through consolidation and strengthening of the institutional mechanisms at the municipal level to strengthen local governance; establishment and usage of public-private partnership mechanisms for the improvement of municipal decision-making process, their dissemination all over Ukraine; incorporation of the community-based approach into the national policies and programmes and contribution to strengthening and successful implementation of the decentralisation and local self-government reform.

The Project partners with the community-based organisations; municipalities; on the national level – with the Ministry of Regional Development and Construction of Ukraine, Ministry of Housing and Municipal Economy of Ukraine, Committee of Verkhovna Rada of Ukraine on State Construction and Local Self-Governance, Ukrainian Associations of Local Self-Government Bodies and state academia.

More specifically, the Project works to achieve the following:

- 1) Increasing the living quality of local community through further support to implementation of community projects as best examples of decentralized arrangements for service provision at local level;
- 2) Improving the quality of municipal governance in the partner municipalities for better service delivery through applying the public-private partnership tool and wide engagement of the communities into decision-making process;
- 3) Strengthening the municipal governance in the Project operational area through promotion of best practices of local self-governance on examples of “best model city”;
- 4) Introducing the lessons learnt and best model(s) for sustainable local development at local level into the national legal and policy frameworks.

Goal

Goal of the study tour: *to expose Ukrainian top government officials and top local decision-makers (Mayors-their deputies) to Switzerland to be exposed to the best practices of functioning of local self-*

government as well as benefits of decentralisation with clear separation of functions, responsibilities and authorities of central and local governments

Timing

The tour is supposed to be organized 28 June – 2 July 2010.

Number of days in Switzerland:

1 day – arrival; 1 introductory meeting on specificities of public administration system in Swiss Confederation (120 minutes); 1 panel meeting for 180 minutes with representatives of various national governmental/non-governmental agencies and Swiss city mayors – brief presentations of hosts, questions and answers session with Ukrainian tour participants

Issues to be learned:

- a) How to make decentralization work – key to success (case of Switzerland)
- b) Introduction to the system of public administration of Switzerland
- c) The role and place of local governments in the state, relationships and distribution of functions and responsibilities between the local and national bodies of power
- d) Types of services provided by the local governments; specificities of their activities
- e) Government and non-government organizations working in development sphere
- f) State programmes to develop capacities of local governments
- g) Area of activities of the national association of local governments, ways of supporting local governments

Issues to be learned are listed based on the results of Needs Assessment Survey conducted in February 2010 (for more details see Annex 1).

2 – 5 days – visits to the selected Swiss municipalities which can share their best practices in the areas of energy efficiency, solid waste management, housing sector, municipal economy, environmental issues, youth, finance etc. Presentations with the municipality administration, sectoral departments. Visits to the local sites of best practices. Wrap up session. City tour

Issues to be learned:

- a) Financial management at local level; budgets formation and utilization; fiscal decentralised arrangements
- b) Practices of the rational usage of resources and ensuring the energy efficiency. Experience related with the “Plan of Cities Actions on Sustainable Energy Development till 2020” in framework of the agreement with the Euro commission on energy
- c) Specific features of development of the housing sector and municipal economy
- d) Environmental programmes and peculiarities of their implementation. Role of environmental unions in local economic and social development
- e) Solid waste management-related experiences
- f) Experience of social partnership between the government and community organizations. Effective models of realizing the joint projects
- g) Forms of communities’ participation in local self-government

Issues to be learned are listed based on the results of Needs Assessment Survey conducted in February 2010 (for more details see Annex 1).

6 day – departure (transfer only)

Description of activity

Based on the abovementioned, UNDP Ukraine announces the tender to identify the most qualified Swiss-based organization to provide support to organization of the study tour of Ukrainian top government officials and top local decision-makers (Mayors/their deputies) to Switzerland

- Number of participants of the tour will be equal to 15 persons;

The Swiss-based contractor should organize a set of meetings to ensure learning of the issues listed above. Issues for discussion are tentative. Contractor will organize and conduct the activities/event

1) Organization of meetings

- Strategic Management / planning of study visit;
- Facilitation of the study visit to the abovementioned public bodies;
- Organization of study visits to the municipalities, including transportation.

B) Administrative arrangements

Contractor is requested to plan, budget and arrange (to all participants):

- Transportation to/from the location of meetings
- Transportation to/from the airport (in Switzerland)
- Passes to state institutions that will be visited, if any
- Refreshments during the meetings (coffee breaks, water)
- Rent of the rooms, where necessary
- Printing of necessary materials for the meetings (presentations for Ukrainian participants)
- Providing stationeries to participants (notebooks, pens)
- Ensuring stationeries for the introductory session and presentation, where necessary (flipchart paper, markers)
- Organization of meals of the participants related with the purpose of the visit
- Other expenses if required essential

Other arrangements which should not be included into the offer:

- Translator/interpreter services will be procured by UNDP/MGSDP in Ukraine locally
- Airplane tickets cost of participants (Kyiv – Zurich - Kyiv) and visas - will be arranged and paid by the UNDP/MGSDP project according to the bill provided by the local Ukrainian vendor
- Accommodation for participants - will be arranged by the local Ukrainian vendor and paid by the UNDP/MGSDP project according to the itinerary proposed by the winning offer
- Train/bus tickets cost of participants (within Ukraine) – will be reimbursed by the UNDP/MGSDP project to the participants based on provided travel documents

Work plan:

Considering the above mentioned requirements, it is expected, that contractor will complete the project events within reasonable period of time (17 days). The following should be considered while designing the work plan and budget:

- Preparation to the study tour should be done within 12 days
- Duration of study tour excluding travel should be equal to full 5 working days (5 overnight stays) in Switzerland
- 2 days are required for travelling
- Post-study tour reporting should be done within 3 days

Reporting

Contractor is responsible for submission of the programme and financial reports. Programme and financial reporting should correspond to the requirements, which will be outlined in the Contract and Annexes signed between the Contractor and the UNDP.

Payment

Total cost of services shall cover all expenditures, including payments for services, transport etc. Contractor carries full responsibility for the payment of taxes owing to this agreement with UNDP. Increase in price or inclusion of additional expenditures after contract signing shall not be accepted by UNDP. Payments to Contractor will be made by UNDP according to the schedule, which is defined in the Contract. Schedule will be prepared based on the budget, submitted by the Contractor.

Price Schedule

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category. Estimates for cost-reimbursable items, if any, such as out of pocket expenses should be listed separately.

Please clearly indicate the currency of your offer (USD or EUR). For the evaluation purposes UN operational exchange rate will be used to convert cost of the bids to USD.

Please clearly indicate any taxes in the price schedule (if applicable).

Description of Activity/Item		Number of Staff/ Days/ Hours	Estimated amount
1	Fees		
1.1	Fees of the staff to be involved		
2	Transportation expenses		
2.1	Rent of bus (local)		
3	Other expenses		
3.1	Meals		
3.2	Rent of room		
3.3	Printing of materials		

3.4	Stationeries		
3.5	Coffee breaks, water		
3.6	City tour		
3.7	Other expenses (please, specify)		

Price Schedule shall include detailed breakdown under each activity to be undertaken as per the TOR.

Work Schedule

#	Item	Days
1	Planning of meeting before tour	
2	Planning of logistics of meetings	
3	Facilitation of meetings during the tour	

Requirements for experience and qualification of concerned organizations:

All interested organizations should meet the following criteria:

- Minimum of 5 years of experience in the sphere of local development, municipal governance and decentralisation. Experience with municipal officials' trainings will be a plus;
- Extensive experience, networks and contacts with high-level Switzerland government institutions in the sphere of local and regional development
- Practical experience in organization management, strategic planning of associations and public organizations at the national and regional level;
- Experience of cooperation with UNDP will be a plus;
- Good understanding of Ukraine's/CIS countries context;
- Previous experience of work in Ukraine will be a plus;
- Be registered in Switzerland;

Annex – 1.

Needs Assessment Survey of the Partner Municipalities On Studying The Experience of Switzerland

The city mayors of partner municipalities were offered to estimate (according to the 5-grade scale) the importance of the issues which may become the part of the agenda of study tour of the UNDP/MGSDP partners to Switzerland, which will be organized later this year (these issues were identified in the letter of request to the Programme on behalf of the National Forum of Partner Municipalities). In case, if the city mayors were interested in other issues than mentioned in this table, they were offered to add these issues in the respective columns. In total, Mayors of 9 partner municipalities of UNDP/MGSDP out of 28 cities sent back the filled in questionnaires. The summarized results of the assessment are given below.

Organizational Basis of the Activities of Local Self-Government Bodies	Novograd-Volynskiy	Novovolynsk	Dolyna	Voznesensk	Rivne	Mykolayiv	Rubizhne	Kagarlyk	Galych	Kirovske	Average
Principles of formation the bodies of local self-government	4	4	3	4	5	4	5	4	3	5	4.0
Types of services provided by local self-government	5	5	4	5	4	5	5	3	5	5	4.6
Specificities of activities of the representative bodies of local self-government	5	3	4	3	5	4	2	3	3	5	3.7
Place and role of the local self-government in the state, cooperation of the local and national bodies of power	5	5	3	4	4	4	4	5	5	5	4.7
Clear normative regulation of the relationships between the bodies of the state treasury and bodies of local self-government – <i>proposal from Galych municipality</i>									5		
Municipal governance – best practices of solving the local problems											
Forming the local budgets and financial planning at local level	5	5	4	4	5	4	2	5	5	5	4.4
Practices of the rational usage of resources and ensuring the energy efficiency	5	5	5	5	5	5	5	4	5	5	4.9
Environmental programmes and peculiarities of their implementation	5	3	4	5	4	5	5	3	4	5	4.3
Specific features of development of the housing and municipal economy	5	5	5	5	4	5	3	5	5	5	4.7
System of maintenance of multiapartment housing (municipal and other residential buildings) – <i>proposal from Kagarlyk municipality</i>								5			
Ownership of the territorial community (electric, gas systems etc). Ways of maintenance and financing – <i>proposal from Dolyna municipality</i>			5								
Implementation of the real opportunities to use own revenues (local budgets' funds) without instructions, refusals and limitations from the financial bodies of the executive power – <i>proposal from Galych municipality</i>									5		
Opportunities of forming the budget according to the real									5		

conditions, but not to the figures given from above – <i>proposal from Galych municipality</i>												
Experience of involving communities to the local self-government												
Experience of social partnership between the government and community organizations. Effective models of realizing the joint projects	5	4	5	5	5	5	5	5	5	5	5	4.9
Forms of communities' participation in local self-government	5	4	5	4	4	4	5	5	5	5	5	4.6
Role of environmental unions in local economic and social development	5	3	3	4	4	4	5	3	4	5	5	4.0
Ways of financing the community organizations by the bodies of local self-government – <i>proposal from Dolyna municipality</i>			5									
Experience of work with the youth NGOs – <i>proposal from Dolyna municipality</i>			5									
Visit to one of the Swiss municipalities (Lozanna, Nevshatel, Zurich) which developed the "Plan of Cities Actions on Sustainable Energy Development till 2020" in framework of the agreement with the Euro commission on energy – <i>proposal from Voznesensk municipality</i>				5								

PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide _____ services (profession/activity for _____ Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of at least 30 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Dated this day /month _____ of year _____

E. Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of