



**Request for Proposal (RFP)**  
ref. # 2010/EUBAM/076

**Extension of deadline for submission of offers:**

**Deadline for submission of the offers is extended until 6 p.m. (Kiev time) of 18 November 2010. All other terms and conditions of the original solicitation remain unchanged.**

Date: September 27, 2010

Dear Sir/Madam,

**Subject: Provision of Survey on the satisfaction of people with the services provided by the border agencies on the border between Republic of Moldova and Ukraine.**

1. You are requested to submit a proposal for provision of professional services to conduct Survey on the satisfaction of people with the services provided by the border agencies on the border between Republic of Moldova and Ukraine, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
  - I. Instructions to Offerors - Annex I
  - II. UNDP General Conditions of Contract for Services - Annex II
  - III. Terms of Reference – Annex III
  - IV. Proposal Submission Form - Annex IV
  - V. Price Schedule – Annex V
  - VI. Information Tables – Annex VI
  - VII. Evaluation criteria - Annex VII
  - VIII. Declaration by Offeror and Disclosure Requirement – Annex VIII
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 October 27, 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,

Ricarda Rieger  
Country Director



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Yours sincerely,

A handwritten signature in black ink, appearing to read 'Ricarda Rieger', written over a light blue circular stamp.

Ricarda Rieger  
Country Director

## **Instructions to Offerors - Annex I**

### **A. Introduction**

#### **1. General**

The purpose of this RFP is to solicit proposals from experienced companies to provide professional services to develop methodological guidelines on HIV and MSM issues for mass-media representatives, judges, law enforcement, health care and social workers 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 **6 pm (Kiev time) of October 6, 2010** at the following e-mail address:

[tenders@eubam.org](mailto:tenders@eubam.org)

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 and EUBAM websites no later than **6 pm (Kiev time) on October 8, 2010**.

#### **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 the 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 the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation and demos to demonstrate that the Offeror meets all requirements;
- (c) Thoroughly completed Information tables (the form is attached as Annex VI herewith);
- (d) Price schedule, completed pursuant to clauses 9 and 10 (the form is attached as Annex V herewith);
- (e) Declaration by Offeror and disclosure requirement signed (the form is attached as Annex VIII herewith).

## 8. Proposal form

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

**A. Technical Proposal:** This proposal shall include the company 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 shall not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.**

**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 US dollars or any convertible currency.

Proposals in other than USD currencies. All offers in other than USD currency shall be converted to USD at UN operating exchange rate (UNORE) effective at the moment of proposal submission deadline. USD price shall be considered for evaluation purposes.

## 11. Period of validity of proposals

Proposals shall remain valid for one hundred twenty (120) 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 **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 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 submitted by the contractor, upon achievement of the corresponding milestones.

### 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 –

**UNDP Ukraine  
1 Klovsky Uzviz,  
01021 Kiev  
Ukraine**

and,

- marked with –

**"RFP 2010/EUBAM/076 "Provision of Survey on the satisfaction of people with the services provided by the border agencies on the border between Republic of Moldova and Ukraine"**  
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, 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, 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 **6 pm (Kiev time) on October 27, 2010**.

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 deadline specified above will 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 Head of 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 (cumulative scoring)**

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 technical proposal that passed the minimum technical score of 70% (or 490 points) of the obtainable score of 700 points in the evaluation of the technical proposals shall be deemed qualified for further evaluation.

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

In the Second Stage, the price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% (or 490 points) of the obtainable score of 700 points in the evaluation of the technical proposals and the price has allocated 300 points. The proposal with the lowest price will receive the total 300 points. Other offers with higher prices will receive their respective scores on the financial part according the following formula:

$$\frac{\text{Lowest Bid}}{\text{Proposed Bid}} \times 300$$

**The contract will be awarded to the Contractor who receives the highest aggregated score allocated to the technical and financial proposals.**

**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.

**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.

**26. Performance security- does not apply**

## 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>.



## **UNDP General Conditions of Contract for Services - Annex II**

### **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 – Annex III**

### **EUBAM**

#### **Terms of Reference**

for provision of Survey on the satisfaction of people with the services provided by the border agencies on the border between Republic of Moldova and Ukraine

#### **1. BACKGROUND INFORMATION**

##### Beneficiary

The Border Guards and Customs Services of the Republic of Moldova (MD) and Ukraine (UA).

##### Contracting Authority

United Nations Development Programme (UNDP)

##### Relevant country background

The Moldova-Ukraine State Border is 1,222 km long, consisting of 955 km of green border and 267 km of blue border. There are 67 official border crossing points along the Ukraine border, including international, inter-state and local ones. At the Moldova-Ukraine border, a section of 472 km is under control of the so-called Transnistrian authorities, including 25 official crossing points (5 international, 8 inter-state and 12 local). There is an internal / administrative “boundary” between the so-called Transnistria and Moldova proper (which is basically the Dniester River) where 14 Internal Customs Control Posts have been established. Moldovan border guards do not control this “internal boundary”.

In June 2005 the Presidents of Moldova and Ukraine sent a joint letter to the EU requesting assistance for enhanced border management capacities, including the development of an international standard of border and customs control at the Moldova/Ukraine state border. The EU responded positively to this request and an EU Border Assistance Mission to Moldova and Ukraine was set-up which is based on a Memorandum of Understanding dated 7 October 2005 and signed between the European Commission, the Republic of Moldova and Ukraine. UNDP is the European Commission’s implementing partner in this endeavor. The initial duration of the EUBAM was 2 years. Its mandate has been two times extended. The second extension of the mandate has started on the 1st of December 2009 and will end on the 30th of November 2011.

EUBAMs mandate is, amongst others, helping to enhance the administrative capacities of Moldovan and Ukrainian services towards the EU standards and best practices and to adequately ensure customs and border controls and border surveillance along their common border. The project proposal is a result of assessments conducted by EUBAM. These assessments realized during the Phase 6 concluded that border guards and customs services of the Republic of Moldova and Ukraine made important progress in the field of border management in general. Those assessments made also clear that progress needs still to be achieved in different fields of attention such as control procedures / - processes and service mentality. In previous phases EUBAM put already attention to the issues of improving control procedures and service mentality. Also, EUBAM highlighted the benefits of a coordinated information strategy and provided trainings, including study tours, aiming to improve the public relation skills and capabilities to specific staff members of border guards and customs services of the Republic of Moldova and Ukraine (partner services). Support was and is still given to the partner services to improve the dissemination of the information to travelers crossing the border. At local level partner services are giving advice and on the job training is provided among others in the areas of trade and traffic facilitation, service mentality and communication. All those initiatives, among others, are taken to support the development of an “open culture” and to enhance public awareness on border management and security.

The contracted party, assigned to this contract, is expected to deliver a report on the satisfaction of people by doing a satisfaction survey as foreseen in the EUBAMs Phase 7 Action Plan and endorsed by the members of the Advisory Board at the meeting of the 16th of November 2009. This activity is describes as following: “Based on the agreement with the partner services, to organise an external survey on the satisfaction of people with the services provided by the border agencies at the key working locations on the MD (Moldovan) – UA (Ukrainian)

border". The contract includes all the activities related to the realization of the satisfaction survey as described further in this ToR.

For the evaluation of the BCPs mainly 3 EU reference documents out of the Acquis Communautaire served as comparison where adequate.

The EU Schengen Catalogue in the version of December 2008, with Recommendations and best practices for EU member states.

The Integrated Border Management Guidelines in the version of January 2007 based on the IBM guidelines for the Western Balkan from October 2004;

The Customs Blue Print, Pathways to Modern Customs, by the European Commission, Taxation and Customs Union in the version of 2007.

#### Current state of affairs in the relevant sector

According to available statistics, in 2008 more than 15 million passengers and 2.5 million vehicles crossed the common border through BCPs. Trade and passenger flow through the common border between Moldova and Ukraine have been increasing until the 4th quarter of 2008, before the worldwide economic crisis which adversely affected the trade turnover in the region. However, in 2009 the increase of the passenger flow remains. The reasons for that can be found in the enhanced mobility and economic background of the people of both side of the border, the upgraded infrastructure and service provided to and through the borders. Facilitation of the trade and service of passengers is understood at central and regional level but need guidance and to be streamlined at the tactical level. Service mentality and trade facilitation is aided where there is a clear, transparent and streamlined process between the agencies interacting with the traveler and the economic operator. All four services have improved their communication towards the traveling public and economic operators, through amending rules and regulations, and promulgating this information.

EUBAM's view is that more targeted efforts should be conducted, such as: further changes of service mentality; demonstration of a strong ethical base; shortening the time frame of customs procedures; application of selective control of cargo vehicles and natural persons based on risk analyses.

Public communication work of the partner services mainly focuses on media relations. Systematic provision of information to the citizens, however, receives far less attention. All four agencies have action plans in place or are working on it. These action plans must help the customs and border guard services in both Ukraine and Moldova implement international conventions against corruption, strengthen service delivery, improve disclosure to the public and increase the rate of successful detection of corruption. Surveys of border crossers' perceptions about corruption indicate that roughly 30% of border crossers have direct experience with corruption – and up to 70% of the general population thinks that customs and border guard services could improve integrity in service delivery.

EUBAM however observed several positive steps in the area of service mentality and public relations, including a firm willingness alongside measures to decrease corruption, such as Services' participation in joint information campaigns, and issuance of Joint News Letters. However, the lengthy customs clearance procedures, lack of selectivity control and current use of electronic customs declaration prevent significant development in this area. In 2009 a working group of representatives of all partner services was established to consult on the designing, production and installation of uniform information signs at the selected BCPs on the MD-UA border. The working group conducted an assessment of current information signs at the border. The assessment revealed that current informational signs at BCPs are not uniform; contain detailed and heavy legalistic language, which was difficult to perceive and comprehend. Based on these findings and consultations with the working group as well as with press officers of the partner services, EUBAM developed a new design, text and technical implementation of border information signs for travelers at BCPs. Risk selectivity is used by both Customs services for the targeting of cargo at the road, rail and sea BCPs. Passenger vehicles are subjected to almost 100% checks, with each car being stopped and at least a cursory check of the vehicle being conducted. Where deeper searches are performed, these will either be on the basis of indicators uncovered during the search, which fit in with existing risk profiling, or the individual officer following his/her intuition. In adjunct to this, it has to be noted that the level of questioning is often not according to the quality that would provide the indicators enabling an officer to determine that a border crosser fitted the risk parameters. Whilst it is necessary for all cars to be stopped by BG, there should be selectivity on the part of Customs. With regard to passenger traffic at the various BCPs, all of the partner services have alerts provided to them and will have at the very least generic risk



profiling. However, it has not been possible to establish how much these profiles or indicators influence selectivity.

As in most countries (exclusively internal borders in the Schengen zone) the BCP area is an area of security restrictions. To limit the movement and avoid the unauthorized movement of people and vehicles, the security zone is “guarded” by either a BG officer (first stop) or by a mechanical barrier, depending on the structure and the traffic flow of the BCP in question.

Currently at many of the road BCPs, cars drivers are required, upon entering the BCP to stop for the border guard check and then drive on a few meters to the customs check. At a number of BCPs, on both sides of the border, this is altering to one stop on both sides of the border. This procedure is not a single stop itself, but rather the first step towards a single stop and a single check by both services. Coordinated checks are beginning to be witnessed on the Moldovan side at some BCPs, whereas on the Ukrainian side, even where there is one stop, the checks are still being conducted separately.

Both BG services were using a coupon system during the conduct of the TMA. Whilst this is understood to have been withdrawn on the Moldovan side, it is still in use on the Ukrainian side. The coupon system provides a delay for crossing the border, particularly at the smaller posts where this effect is amplified. In addition to this, it provides a major disincentive to risk selectivity, since all vehicles need to stop and have their coupon stamped.

While during times of normal traffic the personnel-, procedural- and technical situation allows timely processes at the BCPs, the MD-UA services face challenges during the peaks of traffic flow during the holiday seasons when the infrastructural and technical resources at highly frequented transit BCPs reach their limits.

Both countries suffer from the imperfect infrastructure. Although the services put much efforts in re-building and adapting the BCPs the supporting infrastructure such as roads, road signs, control lines, illumination, and water supply are not always on international standards. However, both beneficiary countries contribute to the enhancement and modernization of the border infrastructure and the equipment and have received and continue to receive support, notably under the EU’s coordinated donor projects and US projects (e.g. US AID and Raytheon). The intention of the services to supply their officials with the necessary tools is reasonable. In all relevant areas of border controls, however, the economic situation reflects also in the two state budgets and has an impact on the possibilities of the services to purchase additional and new equipment.

Related programmes and other donor activities:

In the framework of the IOM project called HUREMAS 2, the UASBGS received training on effective communication principles and cooperation with local, regional, and national media, as well as shaping a positive public image through media.

## **2. OBJECTIVE, PURPOSE & EXPECTED RESULTS**

Overall objective

To enhance the satisfaction of people crossing the border between the Republic of Moldova and Ukraine through the delivery of a comprehensive report based on a satisfaction survey of the travelers crossing this border.

The Contractor, specialised in conducting satisfaction surveys, will be responsible for providing a detailed report on the results of the satisfaction survey to be delivered to EUBAM in accordance to the specific expectations as described in the ToR. Bearing in mind the importance of the satisfaction report and the mandate of EUBAM, which focuses upon its partner services of the Customs and Border Guard, the Contractor will be expected to provide assistance and clarifications for EUBAM on the issues that has particular relevance to these organisations.

Additionally, the Contractor will be required to present the results of the external survey to the responsible authorities of the border guards and customs services of the Republic of Moldova and Ukraine, separately for each service and with the presence of EUBAM representatives.

Specific objectives

Specific objectives of this contract are as follows:

To have a comprehensive overview of the results on the degree of satisfaction of the people (travellers crossing the border described in paragraph 4.1.3) with the services of each of the border services provided by each of the border agencies at the key working locations, as questioned through the use of an approved questionnaire by EUBAM proposed by the Contractor;

To conduct the satisfaction survey at the following key working locations of the border between Moldova and Ukraine: Briceni Rososhany, Platonovo, Kuchurgan, Maiaky/Tudora/Palanka, Giurgiuleshti/Reni;

To have a separated and detailed overview of the results on the degree of satisfaction of the people (travellers crossing the border) with the services provided by the border guards of MD, the border guards of UA, the customs service of MD and the state customs service of UA;

To make an overview of the results in the form of a narrative report supported by the needed graphs.

Results to be achieved by the Contractor

The Contractor shall:

Provide a general report – both in English and Russian languages, describing all the aspects of the external survey such as the methodology, the preparation of the survey, the size of the representative sample, the overall results and other vital issues to be described in the report;

Provide detailed report – both in English and Russian languages - as described in the part 2.2.- specific objectives

Provide at least 4 presentations to the partner services indicated in paragraph 2.1 – both in English and Russian languages - on the results of the satisfaction survey;

Upon request, to provide information to the EUBAM within the time frame of Contract duration useful for the preparation for the next year

### **3. ASSUMPTIONS & RISKS**

Assumptions underlying the project intervention

Partner services will ensure that the conditions are fulfilled to conduct the satisfaction survey in a totally independent way

Partner services will allow the Contractor to conduct the satisfaction survey at the appropriate place/s at the identified locations to collect the data and in respect of the safety and security of the travelers (respondents) and the Contractor;

Legal and other regulatory frameworks are in place to support and enable the work in hand.

Risks

1). no acceptance (recognition) of the results of the satisfaction survey by the partner services (the border guard service of republic of Moldova, state border guard service of Ukraine, customs service of republic of Moldova and state customs service of Ukraine); therefore the contractor shall ensure that mechanisms are in place to guarantee objectivity and independency of the obtained results, the contractor shall address the issues on which the partner service/s do not agree and bring valid arguments (accuracy of data, good analysis, etc.) for consideration of EUBAM;

2). Disagreement of the partner services on the methodology of the survey and the content of the questionnaire – this will be addressed by EUBAM prior to launching the survey and with the assistance from the Contractor on the content of the methodology and questionnaire.

### **4. SCOPE OF THE WORK**

General

#### **4.1.1 Beneficiaries**

Border Guard Service of Republic of Moldova (Ministry of Internal Affairs of the Republic of Moldova)

State Border Guard Service of Ukraine

Customs Service of Republic of Moldova

State Customs Service of Ukraine

#### **4.1.2. Project description**

The project can be divided into phases:

- 1st preparatory phase
- 2nd data collecting phase
- 3rd processing and evaluation phase
- 4th reporting phase

#### 4.1.3. Elements of the survey

the survey shall reflect the satisfaction of the people with the services provided by each of the border agencies, namely the Border Guard Service of Republic of Moldova, State Border Guard Service of Ukraine, Customs Service of Republic of Moldova and State Customs Service of Ukraine;

people subject of the survey means: travelers crossing the border between republic of Moldova and Ukraine at the five border crossing points (key working locations) indicated below and in para 2.2. of this ToR; travelers should be split up in categories such as male / female, tourists, businesspeople, inhabitant of Republic of Moldova or Ukraine, inhabitant of another country and etc – the Contractor shall elaborate on this in the offer and propose optimal categories (EUBAM's preference is 10 categories) ;

the results of the survey ideally will have a "reliability degree of 95%" and an "accuracy of 3%" for each of the questions at each indicated border crossing point/s and per service (mentioned above);

the offer shall make a proposal of the number of respondents to be questioned;

the survey shall be conducted on the basis of an approved questionnaire by EUBAM;

the data collection shall be taken at the following international crossing points: Briceni Rososhany ; Platonovo ; Kuchurgan ; Maiaky/Tudora/Palanka ; Giurgiuleshti/Reni );

ideally to split up the collection of data rendered between the summer period and the non tourist period

to split up the collection of data between working days and weekends;

to split up the collection of data between morning, afternoon, evening and night;

this survey contract shall be implemented by end of October 2011;

the results of the satisfaction shall be reflected in the reports as described under para 2.

#### Project management

##### 4.2.1 Responsible body

The United Nations Development Programme (UNDP) will be responsible for managing the contract.

##### 4.2.2 Management structure

On the Contracting Authority's side, the project will be managed by UNDP.

##### 4.2.3 Facilities to be provided by the Contractor and/or other parties:

No facilities such as office space, transport, translation, administrative and logistical support will be provided to the Contractor by EUBAM;

Security and safety of the Contractor and its personnel shall be ensured by the Contractor; EUBAM experts will be present at the places of the survey all the time of survey to observe and facilitate the process).

## 5. LOGISTICS AND TIMING

The Contractor will ensure that the results and reports of the satisfaction survey as described in this ToR are delivered to the EUBAM by 31 October 2011.

### REQUIREMENTS OF THE SURVEY

5.1. The Contractor shall ensure that the sample of the survey is taken in accordance with the scientific and methodological approach;

5.2. The collecting of data per respondent shall not take more than 15 minutes per respondent;

- 5.3. In principle, people under par.4.1.3. crossing the border can be asked to participate as respondents to the survey. Limitation regarding the occupants of a car: only the driver of a vehicle can be asked to provide answers to the questions;
- 5.4. Time schedule shall include specific time frames for each phase of the survey, taking into consideration paragraphs 4.1.2. and 4.1.3. ;
- 5.6. The satisfaction questionnaire shall address the following minimum subjects but not limited to: attitude of officers, skills of officers, applied procedures / processes (from 1st contact till end of crossing the border), crossing times – waiting times, infrastructure – facilities, knowledge of rules for crossing the border by the travelers, information received during crossing the border (accuracy, timely);
- 5.7 The Questionnaire shall be produced in 4 languages (English, Russian, Ukrainian and Moldovan)
- 5.8. The satisfaction survey shall provide the results for each partner service, namely: the Border Guard Service of the Republic of Moldova, the State Border Guard Service of Ukraine, the Customs Service of Republic of Moldova and the State Customs Service of Ukraine.
- 5.9 The progress of the survey shall be regularly communicated exclusively with the EUBAM Focal point;
- 5.10. All documents and electronic data will be handed over to EUBAM at the end of this contract

## **6. REQUIREMENTS FOR THE CONTRACTOR**

- 6.1 The Contractor shall be a multi-national organisation with min. 5 years of international experience in conducting surveys for Public sector for which an evidence shall be submitted
- 6.2 The contractor shall provide evidence on min. 2 similar projects executed/surveys conducted in the border management area
- 6.3 The contractor shall provide reference list of minimum 3 clients for reference check and their contacts (e-mails or fax numbers) on the past performance or ready available references shall also be submitted
- 6.4 Clear presentation of the methodology and approach shall be presented
- 6.5 A Work plan giving a detailed overview of activities covering the whole period of the survey shall be submitted
- 6.6 CVs of the Team Leader assigned and the supporting staff
  - 6.6.1 The Team Leader shall have at least 3 years of international experience in conducting surveys in Public sector and shall be experienced in providing sound quality reports and presentations
  - 6.6.2. The Team Leader shall have educational background relevant to this assignment
  - 6.6.3. The Team Leader shall be proficient in English, knowledge of Russian is an advantage
  - 6.6.4. The supporting staff shall be experienced in survey conduct
  - 6.6.5. The supporting staff shall be English and Russian/Ukrainian/Romanian speaking language

## **7. REPORTS**

Besides the report/s of the satisfaction survey, the Contractor shall provide regular (narrative) progress reports in accordance with the planning. Those progress reports will also include the difficulties and results accomplished. The final progress report will include a chapter on “lessons learnt”.

Each invoice supplied shall be accompanied with the corresponding progress report. The payments will be effected per milestones as it will be agreed with the Contractor before signing of the Contract.

Submission and approval of progress reports

The working language between the Contractor and EUBAM shall be English. Progress reports will be in English language, all other reports described in this ToR shall be in the English and Russian languages. The original/s in English language shall be considered as the prevailing version.

All reports shall in the first instance be submitted to the EUBAM Strategic, Planning and Performance Officer.

All reports shall be dated and signed by the Contractor.

All reports shall be submitted to the EUBAM Strategic, Planning and Performance Officer in electronic form (MS Word format) and also to be submitted in two hard copies.

No report or document shall be published or distributed to third parties without the prior approval of the EUBAM.

## 8. ACRONYMS

MD	Republic of Moldova
UA	Ukraine
MD CS	Moldova Customs Service
BCP	Border Crossing Point
BG	Border Guard
EU	European Union
IOM	International Organisation for Migration
UASBGS	Ukrainian State Border Guard Service
UA SCS	Ukraine State Customs Service
UNDP	United Nations Development Programme
EUBAM	European Union Border Assistance Mission to Moldova and Ukraine
TACIS	Technical Assistance to the Commonwealth of Independent States



**Price Schedule – Annex V**

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.

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 travel, and out of pocket expenses shall be listed separately.

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.

The price schedule shall include all expenditure related to this proposal according to Phases prescribed in the paragraph 4.1.2. “Project description” of the Terms of Reference.

\*Below 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.

<b>Price Schedule: Request for Proposals 2010/EUBAM/076 - provision of Survey on the satisfaction of people with the services provided by the border agencies on the border between Republic of Moldova and Ukraine</b>				
	<b>Description of Activity/Item</b>	<b>Number of Staff</b>	<b>Rate</b>	<b>Estimated Amount</b>
<b>1.</b>	<b>Remuneration</b>			
1.1	Team leader fees		_____ per _____	
1.2	Experts' fees		_____ per _____	
1.3	Support staff fees		_____ per _____	
<b>2.</b>	<b>Out of Pocket Expenses</b>			
2.1	Travel			
2.2	Per Diems			
2.3	Communications			
2.4	Printing and Copying			
2.5	Equipment and other items			
2.6	Other costs			
	<b>Total</b>			

Currency \_\_\_\_\_

Signature of the Offeror \_\_\_\_\_

## **Information Tables - Annex VI**

### **Form 1 Company profile**

Full name in English language	
Legal status	
Legal address	
Actual address	
Year of foundation	
Bank details	
Postal address	
Name of the Head of the Company	
Contact person	
Email of contact person	
Telephone number	
Fax number	
Web address	

### **Form 2 Information about proposed team members**

No	Name and surname	Staff position	Number of years in profession
1			
2			
3			

### **Form 3 List of surveys conducted in the past**

No	Description of the survey	Survey date/s	Survey conducted for (name of the organisation, contact person's name and email address/telephone and fax numbers)
1			
2			
3			



## Evaluation criteria - Annex VII

The evaluation process will be based on the following evaluation criteria comprises by three categories:

- Administrative requirements;
- Technical criteria;
- Price.

**Administrative requirements** shall include the following:

- Proposals must be submitted within the stipulated deadline;
- Proposals must meet required Proposal Validity;
- Proposals have been signed by the proper authority;
- Proposals include requested company documentation, including documentation regarding the company's legal status and registration;
- Proposals must include all data required for evaluation process.

All proposals shall be reviewed first in terms of compliance to administrative requirements. Successfully passed proposals shall become subject to further consideration for compliance with Technical requirements. Incompliant offers shall be rejected.

### 1. Technical Criteria:

In overall evaluation, 70% will be given for technical (substantive) side of the proposal, and 30% - for the financial side.

The Technical Proposals Evaluation Forms are as follows:

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organisation submitting Proposal	30%	210					
2.	Proposed Work Plan and Approach	40%	280					
3.	Personnel	30%	210					
<b>Total</b>			<b>700</b>					

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 Proposal Evaluation Forms are:

- Form 1: Expertise of Firm / Organisation submitting Proposal
- Form 2: Proposed Work Plan and Approach
- Form 3: Personnel

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organisation submitting proposal							
1	Reputation of Organisation (Competence / Reliability) A multi-national organisation with 5 or more years of international experience in conducting surveys for Public sector and the reference list	80					
1.2	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.	30					
1.3	Quality assurance procedures /standards	30					
1.4	Relevance of: 2 or more similar projects executed/surveys conducted in the border management area	70					
		<b>210</b>					

Technical Proposal Evaluation Form 2		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Methodology and Approach							
2.1	Have the important aspects of the task been addressed in sufficient detail? Is the scope of task well defined and does it correspond to the TOR?	120					
2.2	Is the Work Plan appropriate for the task?	100					
2.3	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	60					
		<b>280</b>					

Technical Proposal Evaluation Form 3			Points obtainable	Company / Other Entity				
				A	B	C	D	E
3.1	<b>Team Leader</b>		80					
		Sub-Score						
	General Qualification	90						
	Suitability for the Project							
	3 or more years of international experience in conducting surveys in Public sector and shall be experienced in providing sound quality reports and presentations	70						
	Educational background relevant to this assignment	20						
	Proficiency in English, and the knowledge of Russian shall be an advantage	40						
		130						
3.2	<b>SUPPORT STAFF</b>	Sub-Score						
	General Qualification							
	Suitability for the Project and experience in survey conduct	50						
	Language Qualifications in English/Ukrainian /Russian/Romanian	30						
		80						
	<b>Total Part 3</b>		210					

## 2. Financial Evaluation (Price)

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the Contractor who receives the highest aggregated score allocated to the technical and financial proposals.

UNDP Ukraine will conclude a contract for professional services with the winning vendor and will administer all the payments upon completion of the works outlined in the current Terms of Reference and in accordance with UNDP Conditions of Contract for Services.

## **Declaration by Offeror and Disclosure Requirement – Annex VIII**

The undersigned represents to UNDP as follows:

- 1. Offeror accepts the Terms and Conditions in Annex II and agrees to do all acts required in Annex I and Annex III.
- 2. Offeror, if awarded a contract, may be liable for liquidated damages if provided for in this RFP or the contract.
- 3. 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.
- 4. 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.
- 5. Offeror acknowledges that proposals are evaluated according to UNDP Financial Regulations and Rules and the evaluation criteria specified in Annex VII.
- 6. Offeror is familiar with and accepts UNDP payment terms (post-payment, 30 days net).
- 7. The offer will be valid for a period of not less than 90 (ninety) days.
- 8. Offeror is familiar with and accepts the UNDP's conditions for the withdrawal and modification of proposals and the UNDP's rules governing errors in proposals.
- 9. Offeror represents that the proposal has been compiled without the improper assistance of employees or former employees of UNDP.
- 10. Offeror has not, and is not, engaged in any corrupt practices.
- 11. Offeror is not aware of any existing or potential conflict of interest with relation to this RFP. If during the procurement process a conflict of interest arises, or appears likely to arise, Offeror will notify UNDP immediately.
- 12. Offeror shall promptly inform UNDP in writing of any proposal submitted, or likely to be submitted, by a holding, parent, subsidiary, or affiliated company of the Offeror in response to this RFP of which it is aware, or ought reasonably to be aware.

Signature of the Offeror \_\_\_\_\_