



**Request for Proposal (RFP)**  
**RFP UKR/2010/016**

Date: October 20, 2010

Dear Sir/Madam,

**Subject: Long-Term Agreement (LTA) for provision of conference services to UN system in Ukraine.**

1. You are requested to submit a proposal for provision of conference services for UN system agencies and programmes in Ukraine (namely, UNDP, UNICEF, WHO, UNAIDS, UNHCR, UNFPA, ILO, IOM, IAEA, UNODC, FAO), 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 Terms and Conditions .....(Annex II)
  - iii. Terms of Reference (TOR)..... (Annex III)
  - iv. Proposal Submission Form .....(Annex IV)
  - v. Price Schedule .....(Annex V)
  - vi. Questionnaire .....(Annex VI)
  - vii. Sample case study.....(Annex VII)
  - viii. Evaluation criteria.....(Annex VIII)
  - ix. Declaration by Offeror.....(Annex IX)
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 November 19, 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  
UNDP Country Director

### Instructions to Offerors

#### A. Introduction

##### 1. General

The purpose of this RFP is to solicit proposals from experienced companies with relevant skill to provide on a long-term and as required basis conference services for UN system agencies and programmes in Ukraine 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 UN 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 UN entity in writing before **6 pm (Kiev time) on October 29, 2010** at the following e-mail address:

[procurement@undp.org.ua](mailto:procurement@undp.org.ua)

The clarification to the queries received (including an explanation of the query but without identifying the source of inquiry) will be posted in the "Tenders" section of UNDP Ukraine website <http://undp.org.ua/en/tenders> (on the page of RFP UKR/2010/016) no later than **6 pm (Kiev time) on November 4, 2010**.

##### 5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UN 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 UN 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 UN 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 completed sample case study (Annex VII) to demonstrate that the Offeror meets all requirements;
- (c) Thoroughly completed Questionnaire (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 IX herewith).

**8. Proposal form**

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

**A. Technical Proposal:** This proposal should include a description of the company's profile and provide the following information and should ensure that all the following questions are answered:

<b>1. Expertise of firm/other entity</b>	
1.1	Please provide a company overview including years of experience (minimum of five (5) years is required), past projects and clients.
1.2	What is the experience of your company in provision of conference services? Please list at least 3 main events that you serviced, providing brief overview of the scope and level of event, number of participants, conference package requested etc.
1.3	Please indicate three (3) major clients to whom you provided services, with a brief description of the nature and extent of the services rendered, and provide either reference contact information or reference letters.
1.4	Please provide full information about your regional and local partner networks in target regions/cities (see Annex III – ToR for the list) and/or your company representation/field offices/branches in target regions/cities.
1.5	Please provide a description of the company's experience in providing services to international clients or organization like the UN, and the nature of the services rendered. Please provide at least three (3) reference letters from the clients and/or their contact information. These may coincide with the names in para 1.3 above.
1.6	Please provide the documents that the company has the financial, technical, and production capability necessary to perform the contract (copies of documents to be provided shall include: registration documents and tax payer certificate, list of personnel, balance sheet or income sheet for 2007-2009) <b>Note:</b> company statute shall not be provided.
1.7	Has your company had any litigation or arbitration history with the UN or any other clients? If yes, please provide details.
<b>2. Personnel</b>	
<i>A. UN Client Manager</i>	
2.1	Please provide the CV's of a person (s) which will be designated as UN customer service manager. Minimum of three (3) years of relevant experience and fluency in both oral and written English are required.
2.2	Please provide information about number and qualification of personnel in your customer service, quality assurance mechanisms in place
<i>B. Customer service</i>	
2.3	Please confirm adherence to requested response time (quotes/suggestions for events to be provided within max 48 hours since receipt of response from the UN).
2.4	Please confirm possibility of quarterly reporting to UN on contract expenditure and provide a sample of subject report to be generated by your ERP system.
2.5	Please describe the quality assurance mechanisms in place in your company aimed at assuring highest standards of customer service.
<b>3. Responsiveness to ToR</b>	
3.1	Please complete sample case study ( Annex VII)

## **B. Financial Proposal (in separate envelope).**

**IMPORTANT: The case study, 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.**

**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.

Proposal from the local company can be nominated in local currency (UAH, hryvnya) clearly indicating VAT amount. USD price net of VAT will be considered for evaluation purposes. For the purposes of evaluation all UAH amounts will be converted to USD at UN operating exchange rate (UNORE) effective at the moment of proposal submission deadline (i.e. currently 7.91 UAH per 1 USD).

### **11. Period of validity of proposals**

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

In exceptional circumstances, the procuring UN 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**

Procuring UN entity shall effect payments to the Contractor after acceptance by the UN 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 Klovsy Uzviz,  
01021 Kiev  
Ukraine**

and,

- marked with –

**“RFP UKR/2010/016 “LTA – Provision of conference services ”**

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 UN 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 UN entity at the address specified under clause *Sealing and marking of Proposals* no later than **6 pm (Kiev time) on November 19, 2010**.

The procuring UN 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 UN 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 UN entity after the deadline of **6 pm (Kiev time) on November 19, 2010** 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 UN 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 UN entity.

### **19. Clarification of proposals**

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

### **20. Preliminary examination**

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

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

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

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

### **21. Evaluation and comparison of proposals**

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed 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 700 points in the evaluation of the technical proposals.

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

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation will be reviewed.

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

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

## **F. Award of Contract**

### **22. Award criteria, award of contract**

The procuring UN 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 UN 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.

The procuring UN entity 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.

**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**

**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

### CONTEXT

The UN has placed strategic communications and trainings at the heart of its activities and is inviting suitably **qualified companies** to submit proposals to provide the procuring UN entity with conference management services. The Long-Term Agreement (LTA) modality being sought for this contract is intended to stand as a mutual agreement with the supplier/s to provide the UN with integrated communications services as required over a specific time period with the fixed pricing provisions for specific types of services. Multiple events are envisaged, and specific Terms of Reference (ToR) shall be submitted to the supplier/s once fully developed within the time and price limitation defined in this LTA. In this regard prices quoted for the services described in the Price schedule will be the basis for calculating the cost for all services requested under the LTA.

Anticipated users of subject LTA will be: UNDP, UNICEF, WHO, UNHCR, UNAIDS, UNFPA, ILO, IOM, IAEA, UNODC, FAO. Each of these entities will contact the service provider separately regarding their requirements for the individual events as covered by these TOR.

### GENERAL PROVISIONS

1. The Contract shall be concluded for a period of 1 (one) year and may be extended for 2 (two) additional 1 (one)-year terms at the discretion of the procuring UN entity subject to satisfactory performance by the Contractor.
2. The Prices shall be maintained for the whole contract duration.
3. The Contractor must comply with UN General Terms and Conditions for professional services.

### SCOPE OF WORK

In consultation with the procuring UN entity and its associated partners the supplier will be expected to deliver a set of services such as the following listed below (each event will be covered by an individual Purchase Order). Please note that these will be requested on an as needed basis.

The scope of requested services:

- I. Conference Package.
- II. Accommodation (must be ordered exclusively within a Conference Package).
- III. Transportation (transportation within the city, transportation from/to the city (up to 30 km), airport/railway pick up).
- IV. Translation/Interpretation services.
- V. Supplementary services (printing, copying of materials, video services).

***The procuring UN entity reserves the right to award any combination of requirements to one or several contractors if deemed to be in the interest of the UN.***

### IMPORTANT:

1. The UN has two types of workshops/trainings – regular local workshops and events featuring high-level of representation. Proposers are asked to quote separately for a conference package for regular workshops and for high-level representation workshops.
2. Price for every workshop will be calculated by summarizing prices for all services requested.
3. Please note that the procuring UN entity will not always order the whole package. In such cases any of the above requested items will be excluded from a request. The final price for a Conference Package should be calculated based on the actual request.

**CONFERENCE PACKAGE** (price shall be indicated per 1 person per 1 day of workshop):

Including:

1. Rent of premises (*please indicate the name of the venue*).
2. Consumables (notebooks, pens, folders, badges) - per each participant; scissors - 2, scotch - 2 and paper (500 sheets A4 available if necessary), flipchart paper – 1 roll, set of markers. Conference banners and direction guiding signs.
3. Mineral and still water for the participants (i.e. 0.5 l bottle of water per participant daily).
4. Rent of equipment (LCD projector, screen, flipchart, laptop, copy-machine, printer). Equipment delivery and installation, engineer support.
5. 2 coffee-breaks.
6. Lunch (optional).

**Please provide sample menu per person for lunch and coffee-breaks.**

**IMPORTANT:** Suggested sample menus shall at minimum correspond to the following standard:

**Coffee-break**

Item	Per person
Baking (or cake)	1 pc.
Canapé	2 pc.
Fruit	150 gr.
Juice	200 ml.
Tea/Coffee (incl. milk and sugar)	1 pc.

**Lunch**

Item	Per person
Salad	1 pc.
Soup	1 pc.
Main Course (meat/fish and garnish)	1 pc.
Juice	200 ml.
Mineral or still water	1 pc
Bread	1 pc.
Tea/Coffee (incl.milk and sugar)	1 pc
Dessert	1 pc

**EQUIPMENT**

**Important: procuring UN entity expects that basic conference equipment will be provided at each workshop, meeting or conference without fail.**

Basic conference equipment shall include:

#	Equipment	Description
1	LCD projector	1500 lumens, 1024x768
		2500 lumens, 1024x768
2	Screen	1.50 x 1.50 m
3	Laptop	Intel Dual Core 1.8 GHz, 512Mb, DVD/RW,
4	Copy machine	A4, min 16 ppm, B&W
5	Printer	A4, 17/21 ppm, B&W min. 600x600
6	Flipchart	

7	Laser pointer	
8	Microphones (stand alone and radio, round table microphone set for the conferences)	frequencies 802, 800; 812, 800; 838-870
9	Sound system	600W (2 active speakers for 3 channels) 1000W (2 active speakers for 4 channels)
10	Consumables (paper, markers etc.)	

### **SUPPLEMENTARY SERVICES:**

1. Copying of necessary materials:

#	Service
1	A4 1+0 (black and white)
2	A4 1+1 (black and white)
3	A4 1+0 (colour)
4	A4 1+1 (colour)

2. Copying of materials into electronic media:

#	Service
1	Burning into CD
2	Burning into DVD

3. Printing of materials (*will be required only in exceptional/ad hoc cases but the Contractor shall be on stand-by to provide this service if required*):

#	Service
1	A4 1+0 (black and white)
2	A4 1+1 (black and white)
3	A4 1+0 (colour)
4	A4 1+1 (colour)

### **ACCOMODATION AND DINNER (PRICE PER 1 PERSON PER 1 NIGHT)**

Requirements:

1. Accommodation in a 3-4 star hotel (may be 4-5 star hotel for high-level representation workshops (see the separate list below), single standard room, breakfast included.
2. Dinner (optional).

**Please note that the hotel chosen for accommodation should have necessary conference facilities for the workshop.**

## TRANSPORTATION

Requirements:

1. Transportation of people within the city from site to site.
2. Transportation of people from/to a city (up to 100 km).
3. Pick up to/from the airport or railway station. (may involve various types of vehicles depending on the size of the group).

All vehicles and drivers should be insured.

All vehicles for rent should be clean and well maintained (minimum business class vehicles for high-level representation workshops are a must).

Drivers should have not less than 5 years of experience on the vehicle requested.

## TRANSLATION /INTERPRETATION SERVICES

The translation services shall be normally provided via a roster of the UN-approved interpreters without involvement of Conference Service Provider. However, on an exceptional and ad hoc basis, the procuring UN entity may request a Service Provider to arrange English/Ukrainian (Russian), Ukrainian (Russian)/English and Ukrainian/Russian, Russian/Ukrainian translation/interpretation. *The Contractor therefore shall clearly identify its capacity to provide the latter service and furnish information on its existing roster of interpreters (including CVs) in its proposal.*

The Contractor will be expected to work with a limited roster of pre-approved interpreters for UN-sponsored events. Approved interpreters shall not be replaced without prior written authorization from the procuring UN entity.

#	Service
1	Sequential interpretation.
2	Equipment for simultaneous interpretation. Equipment delivery and installation, engineer support.
3	Simultaneous interpretation

## RENT OF TRANSLATION/INTERPRETATION EQUIPMENT

#	Equipment (equipment delivery and installation, engineer support should be included)	Description
1	Sound system	600W (2 active speakers for 3 channels) 1000W (2 active speakers for 4 channels)
2	Radio microphone	frequencies 802, 800; 812, 800; 838-870
3	Radio microphone (AKG or Sennheiser headset)	frequencies 838-866
4	Radio microphone (buttonhole)	frequencies 838-866
5	Microphone stand	on the floor
6	Round table microphones set	for the conferences
7	Booth	

## REIMBURSEMENT OF TRAVEL COSTS – OPTIONAL

**(AMOUNT OF REIMBURSEMENT DEPENDS ON THE ACTUAL TRAVEL COST INCURRED)**

**Requirements: certification documents as proof of incurred expense are a must**

The procuring UN entity may request the Service Provider to reimburse travel costs to the participants in each particular case (the exact amount and the list of names with figures will be attached to each particular request for contract).

Please indicate your conditions.

## **REIMBURSEMENT OF TRAINERS' FEES – OPTIONAL** **(AMOUNT OF REIMBURSEMENT DEPENDS ON THE ACTUAL TRAINER'S FEE)**

The procuring UN entity may request the Service Provider to reimburse trainers' fees in each particular case (the exact amount and the list of names with figures will be attached to each particular request for contract).

Please indicate your conditions.

**IMPORTANT: Two optional services listed above (namely, reimbursement of travel cost and trainer's fee respectively) may be requested and utilised on as needed basis by all participating UN agencies.**

**Possibility of provision of such services may be critical for some UN agencies and will serve as formal pass/fail criteria (i.e. company which cannot provide such services won't be considered further by UNICEF). However, other UN agencies may or may not consider this service and related capacity on a case by case basis.** The Bidders are strongly encouraged to furnish clear and exhaustive information on their capacity to provide above services and identify related conditions of service.

### **REQUIREMENTS TO THE CONTRACTOR:**

#### **1. Management Reports**

The Contractor shall provide the respective procuring UN agencies with management information reports consisting, at a minimum, of the following:

- 1.1. A concise quarterly narrative of the Contractor's activities, which shall be submitted to the UN within 15 (fifteen) calendar days after the end of the quarter. This report should identify problems, if any, and recommend solutions. Suggestions to enhance service should be included;
- 1.2. A quarterly summary (including year to date cumulative figures) of sales activity data, which shall be submitted to the UN within 15 (fifteen) days of the end of the quarter. This summary shall reflect all official services provided to the UN with a breakdown per agency/project. This report should also show a detailed analysis of the number of events, most frequently used venues, types of services, scope of events, etc.

#### **2. Service Standards**

2.1 The Contractor shall provide a designated UN focal point – qualified Customer Service/Sales Manager responsible for handling all UN orders/enquiries.

2.2 The response time to UN order/query shall not exceed 48 hours and the detailed quote for requested venues/events shall be provided accordingly.

2.3 The Contractor shall provide polite, responsive and efficient service at all times to fulfill the UN requirements. As a service objective, telephone calls should be answered promptly. When it is necessary to place calls on hold, they should not be kept on hold for more than a few (i.e. five) minutes and call-back, when necessary, should be made within 1 (one) hour.

#### **3. Performance Evaluation and Review**

3.1 The Contractor shall meet periodically with the UN representatives to discuss issues of mutual concern, to review the Contractor's performance and to discuss improvements which the Contractor or the UN should make in order to achieve more effective provision of conference services and greater savings.

#### **4. Contractor's Quality Control**

4.1. The Contractor shall establish and monitor on a regular and continual basis the quality of conference services provided to the UN. These procedures shall include a self-inspection system covering all the services to be performed under the Contract and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service furnished to the UN. The UN shall be notified of any deficiencies found and corrective action taken; such actions shall be included in the Contractor's narrative report required above.

4.2. The UN reserves the right to conduct the own quality control of the services provided and, if required, suggest the possible improvements to the Contractor.

4.3. The Contractor warrants that the personnel assigned to handle the UN's travel arrangements shall have a strong logistic, administrative and communication skills and shall constantly be trained to be kept up to date.

## **5. Personnel Requirements**

5.1. The Contractor shall assign adequate personnel to service satisfactorily the volume of work and to fulfill its obligations under the Contract with the UN. In general the Contractor shall assign the relevant personnel according to their technical know-how and reliability.

5.2. The Contractor shall assign a senior representative experienced in providing corporate conference services to oversee the conference management services provided to the UN and to ensure full compliance with all requirements of the Contract with the UN.

5.3. The Contractor's employees shall perform their functions in a highly efficient and professional manner.

5.4 The Contractor should demonstrate that the following roles and functions can be fully met:

- Project Manager
- Events Expert (Each event shall have a dedicated events manager who will be responsible to coordinate with the requesting UN entity as well as the inputs provided to the event).

Please specify the language skills of each individual when submitting CVs. The procuring UN entity encourages Offerors to nominate at least 2 people for each position, one being an alternate.

5.5 The Contractor shall confirm that the staff proposed and accepted by the UN may only be changed pursuant to written approval from the procuring UN entity.



### PRICE SCHEDULE

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

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

**VAT, if included, shall be clearly distinguished in the price proposal. The Offeror shall clearly state whether his proposal is inclusive or exclusive of VAT. VAT, if any, will be paid to the Contractor in full, and the UN will subsequently arrange for receipt of VAT reimbursement from the host government.**

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 should 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.



(B&B)									
Dinner									
	Kharkiv								
	Mir	Kharkov	Kievskaya	Merkuriy	Cosmopolit				
Conference Package									
Accommodation (B&B)									
Dinner									
	Kherson								
	Brigantina	Ninel	Fregat						
Conference Package									
Accommodation (B&B)									
Dinner									
	Khmelnyskiy								
	Vik-Zhan	Eneida	Podillya	Tsentralny					
Conference Package									
Accommodation (B&B)									
Dinner									
	Kyiv								
	Rus	President Hotel	Lybid	Vozdvizhenskiy	Ukrainian House	Leonardo Business Centre	Opera	National Academy of Sciences	Teacher's House (Dom Uchitelya)
Conference Package									
Accommodation (B&B)					n/a	n/a		n/a	n/a
Dinner									
	Ivano-Frankivsk region								
	Kosiv (Kosiv)	Vodospad (Yaremche)							
Conference Package									
Accommodation (B&B)									
Dinner									
	Lviv								
	Opera	Nton	Dnister	Vienna	Zamok Leva	Eurohotel	Eney	Sputnik	Irena

Conference Package								
Accommodation (B&B)								
Dinner								
	Lutsk							
	Luchesk	Svityaz	Ukraine					
Conference Package								
Accommodation (B&B)								
Dinner								
	Mykolayiv							
	Continent							
Conference Package								
Accommodation (B&B)								
Dinner								
	Mukachevo							
	Star	Intourist						
Conference Package								
Accommodation (B&B)								
Dinner								
	Kyiv region							
	Puscha Ozerna	Prolisok	Admiral Club	Yaryna	NRB(Glebivka)	Light House	Babushkin Sad	
Conference Package								
Accommodation (B&B)								
Dinner								
	Odesa							
	Valentina	Victoria	Cherno More (Odesa, 25, Panteleimonovs kaya street)	Odesa	Londonskiy	Cherno More Otrada	Sanatoriy ARKADIYA (address: Gagarinskoe Plato 1)	Krasnaya hotel (Odesa)
Conference Package								
Accommodation (B&B)								
Dinner								

Odessa region								
	Sovinyion (Odesa region)	Chabanka (Odesa region)	Snezhnaya Koroleva (Illichevsk)	Chernoje More (Kuchurgan)				
Conference Package								
Accommodation (B&B)								
Dinner								
Poltava								
	Gallery	Ukraina	Tourist					
Conference Package								
Accommodation (B&B)								
Dinner								
Rivne								
	Turyst							
Conference Package								
Accommodation (B&B)								
Dinner								
Sevastopol								
	Sevastopol	Ukraine						
Conference Package								
Accommodation (B&B)								
Dinner								
Simferopol								
	Ukraine	Zvezdnyi						
Conference Package								
Accommodation (B&B)								
Dinner								
Slavutych								
	Evropeyska							
Conference Package								
Accommodation (B&B)								

Dinner								
	Uzhgorod							
	Intourist Zakarpattya	Izumrud	Druzhba	Uzhgorod				
Conference Package								
Accommodation (B&B)								
Dinner								
	Vinnytsya							
	Podillya							
Conference Package								
Accommodation (B&B)								
Dinner								
	Zaporizhzhya							
	Ukraine							
Conference Package								
Accommodation (B&B)								
Dinner								
	Zhytomyr							
	Ukraine							
Conference Package								
Accommodation (B&B)								
Dinner								
	Sumy region							
	Buymerovka							
Conference Package								
Accommodation (B&B)								
Dinner								
	Volyn region							
	U Neymarka (Lyubashiv)	Mariya (Lyubashiv)	Vodogray (Shatsk)	Shatsk otel (Shatsk)				
Conference Package								
Accommodation (B&B)								

Dinner								
	Luhansk region							
	Druzhba (Luhansk)	Prilesnoe (region)						
Conference Package								
Accommodation (B&B)								
Dinner								

### HIGH LEVEL REPRESENTATION WOKSHOPS

	Kyiv							
	Radisson	Hyatt	Intercontinenta l	Premier Palace				
Conference Package								
Accommodation (B&B)								
Dinner								
	Odesa							
	Odessa (Kempinsky)	Mozart	Londonskaya	Frapolli				
Conference Package								
Accommodation (B&B)								
Dinner								
	Yalta							
	Yalta-Intourist	Krasotel-Levant	Intourist	Bristol				
Conference Package								
Accommodation (B&B)								
Dinner								
	Lviv							
	Dnister	Grand Hotel	Zamok Leva	Opera				
Conference Package								
Accommodation (B&B)								
Dinner								

**Table 1. RENT OF EQUIPMENT**

#	Equipment	Description	Price per day, 6 hours and more, UAH
1	LCD projector	1500 lumens, 1024x768 2500 lumens, 1024x768	
2	Screen	1.50 x 1.50 m	
3	Laptop	Intel Dual Core 1.8 GHz, 512Mb, DVD/RW,	
4	Copy machine	A4, min 16 ppm, B&W	
5	Printer	A4, 17/21 ppm, B&W min. 600x600	
6	Flipchart		
7	Laser pointer		
8	Sound system	600W (2 active speakers for 3 channels) 1000W (2 active speakers for 4 channels)	
9	Radio microphone	frequencies 802, 800; 812, 800; 838-870	
10	Radio microphone (AKG or Sennheiser headset or equivalent)	frequencies 838-866	
11	Radio microphone (buttonhole)	frequencies 838-866	
12	Microphone stand	on the floor	
13	Round table microphones set	for the conferences	
14	Booth		

**Note:** Consumables (paper, markers etc. shall be provided free of charge).

**Note:** Please also submit your price-list for equipment indicating its specifications, brand name and price.

**Table 2. SUPPLEMENTARY SERVICES****1. Copying of necessary materials:**

#	Service	Price per 1 sheet, UAH
1	A4 1+0 (black and white)	
2	A4 1+1 (black and white)	
3	A4 1+0 (colour)	
4	A4 1+1 (colour)	

**2. Copying of materials into electronic media:**

#	Service	Price per 1 CD/DVD, UAH
1	Burning into CD	
2	Burning into DVD	

**3. Printing of necessary materials:**

#	Service	Price per 1 sheet, UAH
1	A4 1+0 (black and white)	
2	A4 1+1 (black and white)	
3	A4 1+0 (colour)	
4	A4 1+1 (colour)	

**Table 3. TRANSPORTATION**

	City	Transportation within the city Price per hour, UAH		
		Up to 4 persons Vehicle type: car	Up to 17 persons Vehicle type: mini-bus	More than 17 persons Vehicle type: bus
1	Alushta			
2	Chernihiv			
3	Cherkasy			
4	Dnipropetrovsk			
5	Donetsk			
6	Ivano-Frankivsk			
7	Kharkiv			
8	Kherson			
9	Khmelnyskiy			
10	Kyiv			
11	Kosiv			
12	Lviv			
13	Lutsk			
14	Mykolaiv			
15	Mukachevo (Zakarpattia region)			
16	Kiev region			
17	Odesa			
18	Poltava			
19	Rivne			
20	Sevastopol			
21	Simferopol			
22	Slavutych			
23	Uzhgorod			
24	Zaporizhzhya			
25	Zhytomyr			
	Min. working hours			

	City	Transportation up to 100 km Price per hour, UAH		
		Up to 4 persons Vehicle type: business class car	Up to 17 persons Vehicle type: mini-bus	More than 17 persons Vehicle type: bus
1	Alushta			
2	Chernihiv			
3	Cherkasy			
4	Dnipropetrovsk			
5	Donetsk			
6	Ivano-Frankivsk			
7	Kharkiv			

8	Kherson			
9	Khmelnyskiy			
10	Kyiv			
11	Kosiv			
12	Lviv			
13	Lutsk			
14	Mykolaiv			
15	Mukachevo (Zakarpattia region)			
16	Kiev region			
17	Odesa			
18	Poltava			
19	Rivne			
20	Sevastopol			
21	Simferopol			
22	Slavutych			
23	Uzhgorod			
24	Zaporizhzhya			
25	Zhytomyr			
	Min. working hours			

		<b>Pick up to/from the airport</b>		
<b>City</b>		<b>Price, UAH</b>		
		Up to 4 persons Vehicle type: business class car	Up to 17 persons Vehicle type: mini-bus	More than 17 persons Vehicle type: bus
1	Kyiv			
2	Odessa			
3	Lviv			
4	Simferopol			

		<b>Pick up to/from the railway station</b>		
<b>City</b>		<b>Price, UAH</b>		
		Up to 4 persons Vehicle type: business class car	Up to 17 persons Vehicle type: mini-bus	More than 17 persons Vehicle type: bus
1	Kyiv			
2	Odessa			
3	Lviv			
4	Simferopol			

		<b>Inter-city travel</b>		
		<b>Price per 1 km, UAH</b>		
		Up to 4 persons Vehicle type: business class car	Up to 17 persons Vehicle type: mini-bus	More than 17 persons Vehicle type: bus
<b>Price</b>				

**Table 4. TRANSLATION SERVICES:**

#	Service	Price, UAH
1	Sequential interpretation (normal rate),	
2	Sequential interpretation (complex rate)	
3	Equipment for simultaneous interpretation (price per 1 hour). Equipment delivery and installation, engineer support.	
4	Equipment for simultaneous interpretation (price per 1 working day). Equipment delivery and installation, engineer support.	
5	Simultaneous interpretation per hour	
6	Simultaneous interpretation per day	
7	Translation English-Ukrainian and Ukrainian-English (price per word)	

**Table 5. SERVICE CHARGE**

#	Number of participants	Service charge, %
1	Average service charge	
2	Up to 30 participants	
3	Up to 50 participants	
4	51 and more participants	

**Note:** Service charge is expected to be gradually decreasing for bigger number of participants. Procuring UN entity is expecting to benefit from economies of scale.

**Table 6. DISCOUNTS**

PLEASE INDICATE POSSIBLE VOLUME DISCOUNTS					
Discount, %					
E. #	Quantity of participants Services	Up to 30 participants	31 – 40 participants	41 – 50 participants	More than 50 participants
1	Conference Package				
2	Support services (copying, printing etc.)				
3	Accommodation				
4	Translation				
5	Service charge				

For the ease of calculation basic conference package is assumed to be for up to 30 participants. If quantity of the participants is above 30 people, above discounts shall apply.

PLEASE INDICATE POSSIBLE VOLUME DISCOUNTS					
Discount, %					
F. #	Duration of the workshop Services	2 days workshop	3 days workshop	4-5 days workshop	More than 5 days workshop
1	Conference Package				
2	Support services (copying, printing)				
3	Accommodation				
4	Translation				
5	Service charge				

*For the ease of calculation basic conference package is assumed to be for 2 days workshop. If the duration of the workshop exceeds 2 days, above discounts shall apply.*

**Above discounts shall be cumulative, number of participants being the base one.**

Example: 3 day workshop for 40 people shall be discounted as follows: total before discounts less discount for number of participants and remaining total less discount for duration.

**Adherence to discounts policy shall be strictly monitored by the Contractor and will be subject to spot checks by the procuring UN entity.**

**QUESTIONNAIRE (download and complete this Word document)**

*The narrative below may be as long as necessary. Answer all questions using this form.*

**Submitted by:** \_\_\_\_\_ (name of Offeror)

**1. Company description:**

- Year of incorporation \_\_\_\_\_
- City, state, country of incorporation \_\_\_\_\_
- Hours of operation \_\_\_\_\_

Describe your company here and/or indicate attachment of your company brochure.

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Insert a copy of the company terms and conditions for service here or indicate attachment.

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Indicate here any history of litigation with the UN.

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Describe the general organizational capacity of your company which is likely to affect provision of the entrusted services (ie. loose consortium, holding company or one firm, size of the organization, strength of project management support)

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Will subcontractors be used in any part of the process and if so to what extent?

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Describe how your company—with its specialized knowledge— will respond to our requirements.

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Has your company worked with any UNDP unit, the United Nations agencies or any other multilateral agency (ie. World Bank) ? Indicate who and briefly what events.

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**2. Personnel Resources**

Customer Service Manager (UN focal point)—insert *curriculum vitae* or describe the person’s general qualifications, suitability for the project, international experience, professional experience, language capabilities.

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Briefly describe your company's workforce.

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Insert here your company's organizational diagram/organigram or indicate attachment.

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Describe your company's experience on similar projects.

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**3. Requirements**

Describe how your company intends to provide the requested reporting and indicate the attachment number (sample of report shall be provided).

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Describe the quality assurance procedures used by your company. Include/attach any certifications in this area.

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Will you adhere to requested response time (quotes/venue suggestions to be provided within maximum 48 hours from receipt of the order/enquiry from the procuring UN entity)?

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**4. Client List**

List your major clients for the past three years or indicate attachment.

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List here any UN or international organizations clients with which you have worked.

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Does your company have any similar long term contracts and if so with what companies?

### SAMPLE CASE STUDY

**IMPORTANT: Please obligatory complete below case study. This will be used to assess your organizational, planning and logistics approach.**

**Place:** Chernihiv oblast

**Dates:** 22-24 November 2010

**Participants:** 149 trainers (50 trainers in Component 1, 55 trainers in Component 2 and 44 trainers in Component 3) + 54 coordinators of training programmes from regional capacity building centres (27 coordinators in Component 1 and in 27 Component 2) + 6 trainers (2 trainers per Component). Altogether: **209 persons.**

**Executive arrangements:**

**Procuring UN entity shall:**

- Provide informational support to hold meeting;
- Provide the list of participants of the meeting;
- Select the experts for trainings;
- Select a conference services company for providing the respective services for holding consultations;
- Ensure the participation and send invitations to the participants.

**Conference company shall:**

- Provide registration of participants of the event (checking the participants as to the list, its eventual correction, dissemination of the participants' packs, distribution of the enquiries, their further gathering, etc.);
- Provide the participants with the visibility printed materials included in the participant's pack (i.e. handbooks, folders, notebooks, pens, booklets, information materials, etc.);
- Provide premises for meeting: 2 rooms in one building/nearby buildings for 60-70 persons each and 1 room for 50 participants) with permanent Wi-Fi or cable Internet provided);
- Provide necessary supplies and equipment (at least 3 laptops with Wi-Fi (or other internet connection) and necessary cables, 3 projectors, 2 printers and copy machines, etc.) for the whole duration of each session;
- Provide daily accommodation for 9 experts and moderators in the standard single rooms in the 3 star hotel with breakfast provided (with possibility of early check-in) and a;
- Provide daily accommodation for 200 participants of the event in the standard double room in the 3 star hotel with breakfast provided (with possibility of early check-in, 3 nights – 22-24 November);
- Provide water for 209 people for each day of trainings (2 bottles per person, carbonated and non-carbonated);
- Serve 2 coffee-breaks every day of session to 209 people for each day of meeting (with menu being submitted in advance when conference services companies are quoted and including at least 5 kinds of canapés, 5 kinds of salad tartlets, toasting fork sandwiches, bakery products; real coffee and tea of the highest quality; cream, juice in range, mineral water; glass vessels and quality table clothing; at least 2 waiters);
- Serve lunches for participants and training staff (209 lunches daily);
- Serve dinners for participants and training staff (209 dinners daily);
- Compensate transportation to/from place of the event for 203 participants (return tickets);
- Transportation to/from event place;
- Provide printing of materials for meeting by request;
- Secure constant organisational accompaniment of the event.

The detailed list of expected services presented in *Appendix 1*.

#	Service	Quantity	Number of days
1.	Registration of participants of the event		1
2.	Provide the participants with the visibility printed materials: - Folders, notepads and pens with project logos - CDs with project logos and information	209	
3.	Provide 3 conference-halls in one building/nearby buildings: - with active heating/air-conditioning - with mobile furniture - with permanent Wi-Fi or cable Internet	1 (60-70 part.) 1 (60-70 part.) 1 (50 part.)	3 22 Nov. (14:00 – 18:00) 23 Nov. (9:00 – 18:00) 24 Nov. (9:00 – 13:00)
4.	Provide necessary supplies and equipment: - 3 laptops, necessary cables - 3 multimedia projectors and screens - 2 printers and copy machines - 3 flip-charts and markers		3
5.	Accommodation: - standard double rooms in the 3 star hotel with breakfast provided (with possibility of early check-in)	200 part.	2 nights (22-24 Nov.)
6.	Accommodation: - standard single rooms in the 3 star hotel with breakfast provided (with possibility of early check-in)	9 part.	2 nights (22-24 Nov)
7.	Accommodation: - standard double rooms in the 3 star hotel with breakfast provided (with possibility of early check-in)	10 part.	1 (21-22 Nov.)
8.	Provide water: 2 bottles per participant (carbonated and non-carbonated)	209	2
9.	4 Coffee-breaks according to agenda	209	22 Nov. – 1 23 Nov. – 2 24 Nov. - 1
10.	Provide 3 sitting (preferably) lunches for all participants according to agenda(1 for each day)	209	3
11.	Provide 3 sitting (preferably) dinner for all participants according to agenda(1 for each day)	209	3
12.	Compensate round tickets for participants (from regions)	203	
13.	Prepare guide tables		
14.	Printing of materials per participant: - 50 b/w two sided - 5 colour two sided	209	
15.	Transportation to/from event place: 3 bus trips on the arrival day and 3 trips on departure day Comfortable bus with at least 50 seats	6 trips	

**EVALUATION CRITERIA**

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

- Formal requirements;
- Technical requirements;
- Price.

**1. Formal (pass/fail) requirements** shall include the following:

- Proposals must be submitted within the stipulated deadline;
- Proposals must meet required Proposal Validity (90 days);
- Proposals have been signed by the proper authority;
- Proposals include requested company documentation, including documentation regarding the company’s legal status and registration;
- Minimum of 5 (five) years experience in the area of conference management
- Proposals must include all data and information required for evaluation process.

All proposals shall be reviewed first in terms of compliance to formal requirements. Successfully passed proposals shall become subject to further consideration for compliance with Technical requirements. **Incompliant offers shall be rejected and won’t be subject to further evaluation.**

**1. Technical Requirements:**

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 the Vendor submitting Proposal	60%	420					
2.	Correspondence with the ToR	25%	170					
3.	Personnel qualification	15%	110					
<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: Experience of company submitting proposal
- Form 2: Correspondence to ToR
- Form 3: Qualification of the staff

<b>Technical Proposal Evaluation Form 1</b>		Points obtainable	Company / Other Entity				
			A	B	C	D	E
<b>Expertise of company submitting proposal</b>							
1.1	General Qualifications management experience; company background:	120					

professional history.							
1.2	Sound experience in organizing and conducting conferences/seminars/events in Ukraine (at least 3 case studies – information about major events organized by the contractor shall be provided by the Offeror)	100					
1.3	Regional and local partner networks in all target regions (detailed information shall be provided by the Offeror)	80					
1.4	Past performance and client satisfaction (assessed based on references – at least 3 references from major clients shall be provided by the Offeror)	80					
1.5	Experience in working with UN System and/or other international organizations in Ukraine (list of past contracts shall be provided by the Offeror)	20					
1.6	Clear litigation/arbitration history	20					
<b>Total Form 1</b>		<b>420</b>					

<b>Technical Proposal Evaluation Form 2</b>		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
<b>Correspondence to ToR</b>							
2.1	To what degree does the Offeror understand the task; is the scope of proposal well defined and does it correspond to the TOR? (Assessed based on the outline for the sample case study)	50					
2.2	Have the important aspects of the task been addressed in sufficient detail? (Assessed based on the management work plan for the sample case study)	40					
2.3	Are the different components of the event adequately weighted relative to one another? (Assessed based on time and human resources allocation for the sample case study)	40					
2.4	Is the presentation clear, sets deadlines and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the event (Assessed based on logistic plan for the sample case study)?	40					
<b>Total Form 2</b>		<b>170</b>					

<b>Technical Proposal Evaluation Form 3</b>		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
<b>Qualification of the Staff</b>							
3.1	<b><i>Client Relations Manager (UN focal point)</i></b>	70					
	Professional experience in respective area – conference management, sales, CRM (minimum of 3 years is required)	40					

	Educational Background (at least Specialist's or Master's degree in one of the respective areas – Business Administration, Economics, Marketing, Management, Tourism, Hospitality)	5					
	Experience in working with International clients	5					
	Language Qualifications (Advanced knowledge of English is a must)	20					
3.2	<b>Customer service</b>	40					
	Response time: provision of quotes for respective events within 48 hours from receiving order from the procuring UN entity (Shall be confirmed by the Offeror in the questionnaire)	20					
	Quality assurance mechanisms in place (Assessed based on information provided by the Offeror)	5					
	Quarterly expenditure reporting (Assessed based on sample report provided by the Offeror).	15					
	<b>Total Form 3</b>	<b>110</b>					

## 2. Financial Evaluation (Price)

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 700 points (or 490 points) in the evaluation of the technical proposals, and the price has allocated 300 points. Offers incompliant with technical requirements shall be rejected.

Offers which comply with administrative and technical requirements shall be subject for evaluation with regard to financial criteria. Financial proposal shall be scored applying cumulative analysis principle.

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 company will be awarded a contract based on the highest aggregate score allocated to the technical and financial proposal.

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

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 requested to furnish Performance Guarantee if provided for in this RFP or the contract.
- 3. Offeror is aware that UN 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 UN, 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 UN capable of acceptance by the Offeror.
- 5. Offeror acknowledges that proposals are evaluated according to UN Financial Regulations and Rules and the evaluation criteria specified in Annex VIII.
- 6. Offeror is familiar with and accepts UN 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 UN's conditions for the withdrawal and modification of proposals and the UN'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 the UN.
- 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 UN immediately.
- 12. Offeror shall promptly inform UN 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 bidder \_\_\_\_\_