



Request for Proposal (RFP)

Date: 30.10.2009

Dear Sir/Madam,

Subject: RFP for Services of an Accredited Independent Entity (AIE)/Provisionally Acting AIE for Determination of Lugansk Landfill Gas Project in Ukraine using ACM0001.

1. You are requested to submit a proposal for **Services of an Independent Entity (AIE)/Provisionally Acting AIE for Determination of Joint Implementation ACM0001 Lugansk Landfill Gas Project Activity in 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. General Conditions of Contract (Annex II)
 - iii. Terms of Reference (TOR) (Annex III)
 - iv. Proposal Submission Form (Annex IV)
 - v. Price Schedule (Annex V)
 - vi. Technical criteria (Annex VI)
 - vii. List of available documents (Annex VII)
 - viii. Draft PDD (Annex VIII)
 3. Your offer comprised of technical proposal and financial proposal (in separate closed envelopes) should reach the following address no later than **16:00 CET on 13 November 2009 in hardcopy**.
- Mr. Miroslav Hrenovcik**
UNDP Bratislava Regional Centre
Grosslingova 35, 811 09 Bratislava, Slovakia
Email: miroslav.hrenovcik@undp.org
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. Kindly send your queries to Ms. Ingrid Antalkova, UNDP Bratislava Regional Centre in writing (ingrid.antalkova@undp.org).

You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal. Yours sincerely,



Zuzana Cerna
Administrative Analyst

Rev Oct 2000

Instructions to Offerors

A. Introduction

1. General

Purpose of RFP: services of Designated Operational Entity/Accredited Independent Entity (AIE)/Provisionally Acting AIE for determination of JI project activity in Ukraine in accordance with ACM 0001.

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 at the organisation's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

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.

In such cases the announcement will be placed on the UNDP Bratislava Regional Center's web-site: <http://europeandcis.undp.org/home/tenders/>

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/French/Spanish 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 to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9, and presented in hard copy and also on a separate CD-disk;

Note: For evaluation purposes, the price schedule has to be submitted in hard copy and on a CD-disk in an envelope separately from technical and operational part of Proposal.

8. Proposal form

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

(a) Management plan

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

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

representing the Offeror in any future dealing with the procuring UNDP entity. Eligibility requirements as specified in para.21 below should be well addressed in this section.

(b) Resource plan

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

(c) Proposed methodology

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

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

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

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

9. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, a template of which is contained in these Solicitation Documents (please refer to Annex V), the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted **in US dollars**.

11. Period of validity of proposals

Proposals shall remain valid for ninety (90) 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 initialed by the person or persons signing the Proposal.

Contact Details

The Offeror shall provide UNDP with the following contact details:

Full legal name of the organization:

Address:

Contact Person/s:

Legal Form/Status:

Registration Data (Commercial/Court/Ministry of Interior Register):

Telephone, telafax, e-mail:

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 indicated in the Terms of Reference.

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 –

Mr. Miroslav Hrenovcik
UNDP Bratislava Regional Centre
Grosslingova 35
811 09 Bratislava, Slovakia

and,

- marked with –

“RFP: Services of an Accredited Independent Entity/Provisionally Acting AIE for Determination of Lugansk Landfill Gas Project Activity in Ukraine”

- (b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*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 **16:00 CET on 13 November 2009**.

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 for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, 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. Eligibility

Proposals will only be considered for bidders that demonstrate and provide supporting documents that they meet the following qualifications:

- Accreditation as an Accredited Independent Entity by the Joint Implementation Supervisory Committee (JISC)
- Designated Operational Entities under the Clean Development Mechanism, acting provisionally as Accredited Independent Entity under Article 6

22. Evaluation and comparison of proposals

The proposals received will be evaluated through cumulative analysis, whereby the total score is obtained from the combination of weighted technical and financial scores.

The evaluation of the technical proposal shall be based upon its responsiveness to the Terms of Reference (TOR) and the criteria below.

The price proposal will be opened only for submissions that pass the minimum technical score of 49 points (i.e. 70% of the obtainable technical score of 70) in the evaluation of the technical proposal. The eligible price proposals will be assessed in the following manner:

The *maximum* number of points – i.e. 30 – will be allotted to the *lowest financial proposal* among eligible Offers. Other financial proposals be scored as follows:

$$\text{Other Offer score} = [30 \text{ Points}] \times [\text{US\$ lowest proposal}] / [\text{US\$ other proposal}]$$

The contract will be awarded to the Offer obtaining the highest combined score of technical and financial evaluations.

Cumulative Evaluation Criteria

Summary of Technical and Financial Evaluation Criteria		Score Weight	Points Obtainable	Offeror			
				A	B	C	D
1.	Relevant experience and expertise	40%	40				
2.	Time of availability	30%	30				
3.	Cost of proposal	30%	30				
Total			100				

Evaluation forms for technical proposals are given below.

Technical evaluation criterion 1: Relevant experience and expertise

This section assesses relevant /JI experience. Offers are requested to present or refer to readily accessible publicly available supporting documentation as proof of their experience with /JI.

Technical Proposal Evaluation
Form 1

	Criteria	Notes	Points obtainable	Offerror			
				A	B	C	D
1.1	Number of projects at determination, requesting registration or registered ¹ using ACM0001	Involvement in at least 1 project..... 10 points 2 projects 15 points 3 or more projects ... 20 points	20				
1.2	Number of projects at determination, requesting registration or registered ² in Scope 13 (excluding projects under 1.1)	Involvement in at least 1 project..... 5 points 2 projects 10 points 3 or more projects15 points	15				
1.3	Number of members of the determination team fluent in Russian and English	Number of team members at least 1 person..... 3 points 2 persons 5 points	5				
			40				

Technical evaluation criterion 2: Time of availability of AIE/Provisionally Acting AIE to do determination

Technical Proposal Evaluation
Form 2

	Criteria	Notes	Points obtainable	Offerror			
				A	B	C	D
2.1	Earliest start date of determination after award of contract	Final draft PDD will be available by October 9th, 2009	20				
2.2	Earliest completion date (not including any time extensions for clarifications or requests for further information)	Provide expected date of final determination opinion	10				
			30				

¹ Include JI projects at or having concluded determination.

² Include JI projects at or having concluded determination.

The *maximum score* in each sub-criterion under Criterion 2 will be awarded to the proposal with the *best offer in terms of time* (the earliest/shortest time being the best). The best offer will be the base on which other offers will be weighted, according to the following formula:

Other offer score = [max score] – number of [weeks], where [weeks] is the time difference in weeks (7 calendar days), between the best offer and the other offers.

E. Award of Contract

23. 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.

24. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

25. Signing of the contract

The winning Offeror shall sign a standard UNDP Contract for Professional Services within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

Failure of the successful Offeror to comply with the requirement of Clause 25 shall constitute sufficient grounds for the annulment of the award, in which event the Purchaser may make the award to the next highest evaluated Offeror or call for new Proposals.

General Conditions of Contract

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis 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. 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 which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

3. 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. 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. 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 with the provisions of this Contract.

6. 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. 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. 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 its 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:

(i) Name UNDP as additional insured;

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

(iii) Provide that 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 UNDP with satisfactory evidence of the insurance required under this Article.

9. 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 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. 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. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. 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 the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 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 which are beyond the control of the Parties.

14.2 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 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 UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, 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.

14.3 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, 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.

15. TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" 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. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

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, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. 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, or relating to 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

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. 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. 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 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 UNDP before the payment thereof and 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 UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19. 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. 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. 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. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

Terms of Reference (TOR)

Title: **Determination of proposed JI AM0001 project activity in Ukraine**

Background

UNDP recognizes the potential of greenhouse gasses (GHG) emission reduction projects to contribute to sustainable development and to the achievement of the Millennium Development Goals (MDGs). UNDP, together with Fortis Bank, has established the MDG Carbon Facility to provide access to carbon finance and promote carbon projects which contribute to the achievement of MDGs in under-represented developing and transition countries that currently have minimal engagement and experience with carbon finance transactions.

The Facility provides emission reduction project management services in countries eligible to host projects under the Clean Development Mechanism (CDM) and Joint Implementation (JI) mechanisms of the Kyoto Protocol, in particular, project identification and initial screening, preparation of project documentation, basic oversight and technical assistance on implementation, monitoring support and verification of Certified Emission Reductions (CERs). Upon successful verification, the CERs are purchased by Fortis Bank.

As part of the MDG Carbon Facility, a JI project has been developed on *Lugansk Landfill Gas Recovery in Ukraine*. The proposed JI project, designed in line with the approved baseline methodology AM00001 is aimed at designing, building, and operating a landfill gas (LFG) collection and flaring system. Collected LFG may also be used for electricity generation to be used on site and supply to the local grid. The Project Proponent is Nedra Luganshchiny LLC.

Objective

The objective of the assignment is to undertake independent evaluation (i.e. *determination*) of the proposed project activity for compliance with relevant JI requirements, as provided for in the modalities and procedures for JI

Specific Tasks

Determination is the process of independent evaluation of a project activity by an Accredited Independent Entity (AIE)/Provisionally Acting AIE against the requirements of the Joint Implementation mechanism.

The DOE’s specific tasks are:

- (i) Based on the review of the JI Project Design Document (JI-PDD³), and a minimum of one (1) site visit prepare draft determination report and share it with UNDP to resolve outstanding issues;
- (ii) Finalize the determination report to issue an opinion on proposed project’s compliance with JI requirements and subsequently request registration of the proposed JI project activity according to relevant and current (at time of determination) JI requirements, as provided for in the modalities and procedures for JI.

List of deliverables and time-line

<i>Deliverables</i>	<i>Deadline</i>
Deliverable 1: Project site visit completed and draft determination report submitted to UNDP	As soon as possible, but preferably within 8 weeks since contract signing
Deliverable 2: Final determination report	As soon as possible, but preferably within 12 weeks since completion of draft determination report

³ Please refer to the relevant Annex VII to this RFP for the draft JI-PDD.

PRICE SCHEDULE

The Price Schedule must provide a lump sum price in USD which covers all expected costs including travel, per diem allowances, communications, reporting and any equipment or other items. The lump sum should include all costs associated with completing the clarification, revisions and determination and subsequent request for registration, including, but not limited to: clarifications from UNDP or the Project Proponent, requests for further information, communication with UNDP, the Project Proponent or any other stakeholders, and any associated costs.

For the purpose of assessing any required possible further work (outside the scope of this proposal) Offerors are requested to provide the rates (or a range) for services offered for the determination team members in the table below.

The format includes specific expenditures, which may or may not be applicable but are indicated to serve as examples.

Price Schedule:					
Description of Activity/Item		Name of determination team member	Level or grade of Staff	Daily Rate	Amount, USD
1.	Remuneration				
1.1	Services in Home office				
1.2	Services in Field				
2.	Other Expenses				
2.1	Travel to site				
2.2	Per Diem Allowance				
2.3	Other costs				
2.4	Other costs				
				TOTAL:	

Technical proposal

Annex VI

	APPLICANT	List of the projects	Scoring
Technical criteria	1.1 List of projects at determination requesting registration or registered using ACM00001 – Provide the UNFCCC reference number and project title, and/or brief project information (PDD, determination report) or access points (weblinks) to relevant project		
	1.2 List of projects at determination, requesting registration or registered in Scope 13 (excluding projects under 1.1) Provide UNFCCC reference number and project title. For projects not yet registered, provide a short description of the project (1 paragraph) and/or the project title and access points (weblinks) to the project		
	1.3 List of projects validated and subsequently receiving host country approval in the former Soviet Union countries and in particular Ukraine (excluding projects under 1.1 and 1.2) Provide UNFCCC reference number, title and short description of the project (1 paragraph) or access points (weblinks) to project information		
	1.4 List of members of determination team fluent in Russian and English Provide CVs of all team members, clearly showing Russian and English proficiencies		
	2.1 Earliest start date of determination after award of contract		
	2.2 Earliest completion date (not including any time extensions for clarification or requests for further information)		

Annex VII

LIST OF DOCUMENTS AVAILABLE FROM THE DUE DILIGENCE PROCESS

UNDP follows standardized due diligence procedures and criteria to ensure thorough project performance. UNDP therefore analyzes data on each carbon project before entering into contractual agreements. This guarantees project viability, minimizes complementary project risks and consequently later delays.

UNDP's due diligence process includes:

- Procedural aspects
- Carbon layer
- Technical feasibility
- Financial and legal
- PP's evaluation (information concerning the identity and background of the project proponent)
- Environmental and social impacts and Millennium Development Goals benefits
- Host country risk

Documentation:

- No-objection Letter from DNA
- Financial accounts for years 2005, 2006, 2007
- Legal Documents (including statute sheet)
- Passports of directors
- Detailed Project Idea Note
- Draft PDD
- UNDP Due Diligence Report

Annex VIII

DRAFT PROJECT DESIGN DOCUMENT AS OF OCTOBER 1ST, 2009

(please refer to separate file)