

Contract for Professional Services UNOPS-PRO-2024-S-008

INSTRUMENT OF AGREEMENT

This Contract is made on the [insert] day of [insert month] 20[insert].

Between

(1) The United Nations Office for Project Services ("UNOPS"), a subsidiary organ of the United Nations, ("UNOPS"); and

(2) [insert name], a [insert type of company e.g. limited liability] company incorporated under the laws of [insert name of country] and having its registered address at [address], [insert name of city and country] (the "Contractor"), together with UNOPS, the Parties.

1. Scope of the Services.

- 1.1. UNOPS intends to retain the Contractor for the implementation of certain services regarding the provision of services for the Waste Pickers' Livelihood Protection in Serbia.
- 1.2. The Contractor has represented to UNOPS that it has the appropriate experience, expertise, licences, and resources to undertake the Services and has agreed to undertake the Services in accordance with the Contract.
- 1.3. In reliance on the Contractor's representations UNOPS has entered into the Contract.
- 1.4. The Contract sets out the terms and conditions upon which the Contractor will undertake the Services.

2. Entry into force. Time limits.

- 2.1. The Contract shall enter into force upon its signature by both Parties.
- 2.2. The Contractor shall commence the performance of the Services not later than [insert date] and shall complete the Services of such commencement no later than [date].
- 2.3. All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

3. Contract documents.

- 3.1. The following documents, listed in the order of priority, are deemed to form and be read and construed as part of the Contract, having superseding effect over any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract:

- 3.1.1. The Special Conditions included in Annex 1;
- 3.1.2. The UNOPS General Conditions of Contract for the provision of Services included in Annex 2;
- 3.1.3. This Instrument of Agreement;
- 3.1.4. UNOPS' solicitation document, reference RFP/2024/51469, dated [insert date], and subsequent amendments and clarifications, not attached hereto but known to and in the possession of both parties, including the Schedule of Requirements, attached hereto as Annex 3;
- 3.1.5. The Breakdown of Costs included in Annex 4; [Remove if not relevant]
- 3.1.6. The Contractors' proposal [reference [insert reference number], dated [insert reference date], as clarified by the agreed minutes of the negotiation meeting [dated [insert meeting date]], both documents not attached hereto but known to and in the possession of both parties.

4. Performance of the Services.

- 4.1. The Contractor shall perform and complete the Services described in Annex 3 with due diligence and efficiency and in accordance with the Contract.
- 4.2. The Contractor shall provide the services of the following key personnel:

Name	Specialization	Nationality	Period of service
[insert name]	[insert specialization]	[insert nationality]	[insert period of service]
[insert name]	[insert specialization]	[insert nationality]	[insert period of service]
- 4.3. Any changes in the above key personnel shall require prior written approval of the Director, [insert name of Director] RO/OC UNOPS.
- 4.4. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 4.5. The Contractor shall submit to UNOPS the deliverables specified hereunder according to the following schedule:

LIST DELIVERABLES	Indicative delivery dates
Inception Report – A detailed work plan for implementation of assignment, including outline of the possible risks and a mitigation plan developed, submitted to and approved by the PRO Programme	Within two months of the implementation
First Progress Narrative Report – prepared after conducting activities from the first implementation phase and submitted to and approved by the PRO Programme	Within six months of the implementation
Second Progress Narrative Report - prepared after contracting activities from the second implementation phase, submitted to and approved by the PRO Programme	Within the period from 12 to 18 months of implementation.

LIST DELIVERABLES	Indicative delivery dates
Final Narrative Report– Prepared after finalisation of activities from the Final phase, submitted to and approved by the PRO Programme	Within 30 days from the end of the service provision activities within the last month of the contract at the latest

* The indicative delivery dates will be included in the contract based on the selected proposal's timeline and are representing the expected duration of each stage of the intervention

- 4.6. All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by mail to the address specified in clause 6.1 below.

5. Price and payment.

- 5.1. In full consideration for the complete and satisfactory performance of the Services in accordance with the Contract, UNOPS shall pay the Contractor a fixed contract price of [insert currency and amount in figures and words].
- 5.2. The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 5.3. Payments effected by UNOPS to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNOPS of the Contractor's performance of the Services.
- 5.4. UNOPS shall effect payments to the Contractor within thirty (30) calendar days of the date of receipt of the relevant original invoice, subject to the acceptance by UNOPS of the Services reflected in the said invoice. Payments will be made by UNOPS by transfer to the bank account specified by the Contractor in the "oneUNOPS Supplier Profile" form. UNOPS shall bear the charges imposed by its bank. The Contractor shall bear any other bank charges pertaining to such bank transfer. The original invoice shall be submitted by the Contractor to the address specified in clause 6.1 below, upon achievement of the corresponding milestones and for the following amounts:

Item No	Milestone	Amount	Target date
1	Upon successful completion of the Inception Phase and UNOPS' approval of submitted Inception Report	30%	Latest two months of the implementation
2	Upon successful completion of the First Phase and UNOPS' approval of the submitted First Progress Narrative Report	40%	Latest within the six months of the implementation
3	Upon successful completion of the Second Phase and UNOPS' approval of the submitted Second Progress Narrative Report	20%	Latest within the period from 12 to 18 months of implementation.
4.	Upon completion of all planned activities and UNOPS' approval of submitted Final Report	10%	Latest within the last month of the contract

* The target milestone dates will be included in the contract based on the selected proposal's timeline and represent the expected duration of each stage of the intervention.

6. Notifications.

6.1. For the purpose of notifications under the Contract, the addresses of UNOPS and the Contractor are as follows:

For UNOPS:

[Insert name of RO/OC Director]

Director

[RO/OC.....]

UNOPS

Address

Ref. _____ / _____ / _____

[Insert contract reference and number]

Phone: [Insert phone number]

Fax: [Insert fax number]

Email: [Insert email address]

For the Contractor:

[Insert name, address, phone, and fax/email]

7. Good faith.

7.1. The Parties undertake to act in good faith with respect to each other's rights and obligations under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

IN WITNESS WHEREOF, the Parties have caused the Contract to be executed by their respective duly authorised representatives as of the date first written above:

SIGNED FOR AND ON BEHALF OF:

UNOPS

The Contractor

Name: [insert name of authorised signatory of
UNOPS]

Title: [insert title in capital blocks]

Date: [insert date]

Name: [insert name of authorised signatory of
The Contractor]

Title: [insert name in capital blocks]

[insert title in capital blocks]

Date: [insert date]

ANNEX 1: Special Conditions- N/A

ANNEX 2: UNOPS General Conditions of Contract for the provision of Services

<https://www.unops.org/english/Opportunities/suppliers/how-we-procure/Pages/default.aspx>

ANNEX 3: Schedule of Requirements

TERMS OF REFERENCE

Provision of Service for the Waste Pickers` Livelihood Protection

1. The Background

The Joint UN Programme "PRO - Local Governance for People and Nature" contributes to improving the quality of life of citizens through the improvement of local governance, social inclusion and environmental protection in 110 cities and municipalities throughout Serbia. The Programme is jointly implemented by the United Nations Agencies in Serbia - UNOPS, UNICEF, UNFPA and UNEP, in cooperation with the Government of Serbia, and with the financial support of the Government of Switzerland, in the period from 1 January 2023 to 31 December 2026.

To achieve the Programme's Objective, the intervention will focus on three key Pillars and Outcomes:

1. Pillar Good Governance, Outcome 1: LGs improve capacities and apply good governance principles in practice;
2. Pillar Social Inclusion, Outcome 2: LGs and other relevant local actors improve capacities and develop evidence-based local social protection policies;
3. Pillar Environmental Governance, Outcome 3: LGs improve capacities and apply environmental governance processes in practice.

The key stakeholders at the local level are also direct users of support: local governments (cities and municipalities), including their administrations/staff, other relevant local organisations and institutions (Centres for Social Work - CSWs, Primary Health Centres - PHCs, pre-school institutions and schools), and local Civil Society Organisations (CSOs). The final users of support will be the citizens from participating LGs, especially those from left behind groups, with a focus on people with disabilities, Roma, children and families, youth and older people. The support will be provided to a certain number of informal waste pickers as well.

All Programme activities will be undertaken in partnership with the Government of Serbia, especially the Ministry of Public Administration and Local Self-Governments (MPALSG), the Ministry of Labour, Employment, Veteran and Social Affairs (MLEVSA), the Ministry of Environmental Protection (MEP).

The Programme will coordinate its activities with the key line national-level institutions, while observing the national strategies, laws and relevant development documents, which will contribute to sustainability, ensure national ownership and develop national capacities.

2. Introduction to the Intervention

This Joint UN Programme is designed to enhance environmental governance and contribute to improving the

quality of life of citizens, especially of the left-behind (LB) groups. Having that in mind, in collaboration with the donor, it has been agreed that the Programme will provide support to the Ministry of Environmental Protection (MEP) in implementing the national Solid Waste Programme and addressing various social measures to improve the position of LB groups in waste management.

The Solid Waste Programme (SWP) will upgrade Serbia's waste management system through the closure of 15 municipal dumpsites and development of six regional waste management centres, serving 42 local self-governments (LGs). Having in mind that the solid waste will be redirected to six new regional waste management centres, many informal waste pickers (IWPs) from the said dumpsites face losing their livelihoods. To ameliorate the adverse effects of the SWP for the IWPs, the Programme will address the social inclusion aspects of the SWP with the aim of recovering the livelihoods of the affected group, consisting mainly of Roma minority with low level of education, and improve their access to public services relevant to social inclusion (i.e., health, education and social protection).

As a part of the efforts for addressing the social inclusion aspects of the SWP, this intervention will enhance economic empowerment of the informal waste pickers, with the aim of creating sustainable income generation. The activities will be focused on directly affected waste pickers and their working age family members, with the aim of improving their employability and creating sustainable income generation for those who would like to leave the waste management system.

Moreover, the Programme will support 12 LGs¹ to engage Family Supporters (FS) as the main focal points for mediation between the directly affected waste pickers (the priority group) and the actors of the Programme activities (mentors, educators, companies) as well as local services. In this regard, the service provider will closely cooperate with FS in ensuring access to the Programme measures.

The intervention will have twofold approaches depending on the fact of affected waste pickers' willingness to continue with recycling work or to be prequalified and leave the waste management system.

In case of willingness to continue the recycling work, they will be supported with provision of mentorship for establishment and management of recycling cooperatives or social enterprises through mentorship for conducting all required legal processes related to registration and training cycles for management of cooperatives/social enterprises. The support in leading also includes finding of additional opportunities for increase of income such as making arrangements with managers of residential communities for the purpose of carrying away bulky waste. This approach will support the legalisation of their status on the labour market. Previously, the extensive outreach will be conducted with the aim of properly informing potential direct beneficiaries since in accordance with the Law, at least 20 people are needed for establishment of a cooperative.

For those who would like to be retrained, the affected waste pickers will undergo a vocational training that takes place in the real working environment where enterprises take a role of service providers for unemployed waste pickers in order for them to acquire knowledge and skills necessary to perform activities at a specific workplace and to enter the labour market more easily.

The Programme developed the **Guidelines for the Implementation of the On-the-job Training**, which reflects the current international standards as well as national legislation in this field and includes instructions on how to work with the enterprises as training providers and how to find appropriate training programmes for individual informal waste pickers. The Guidelines also include eligibility criteria for businesses as training providers as well as for the unemployed waste pickers, selection processes, procedural steps of implementation, monitoring implementation and contractual obligations. **The Guidelines and above mentioned details are available in Annex I which is an integral part of this Terms of Reference (ToR).**

The planned number of IWPs as direct beneficiaries to be included in the on-the-job training is a total of 50 beneficiaries. Both parties are entitled for subventions i.e. the unemployed on a monthly basis and enterprises as training providers in two tranches. **Maximum available budget for the purpose of subventions to the beneficiaries and training providers is USD 91,000.00. This amount should be calculated in the total**

¹ Apatin, Bač, Valjevo, Kula, Loznica, Obrenovac, Odžaci, Prijepolje, Ruma, Sremska Mitrovica, Ub and Šid.

amount of the financial proposal.

3. Objectives of the Intervention

Overall objective of the intervention is to contribute to the well-being and quality of life of the informal waste pickers in the participating local self-government.

Specific objectives of the intervention are to improve the social inclusion of informal waste pickers and their working-age family members by legalisation of their status on the labour market through establishment of cooperative/social enterprises or by boosting their employability, through acquisition of new knowledge and skills using on-the-job training.

4. The Scope of the Intervention

The contracted legal entity will plan and carry out the tasks and completed deliverables that include the following:

Inception Phase:

Overall:

- Acquire necessary understanding of the PRO programme, the context, and the Programme's objectives
- Prepare a detailed work plan for implementing the activities including an outline of possible obstacles/risks in implementation and a mitigation plan;
- Prepare and submit the Inception narrative report to the PRO Programme.

Cooperatives:

- Meeting with the MLEVSA i.e. representatives of the Council for Social Entrepreneurship, with the aim of consideration the possibility for establishment of social enterprises

On-the-job Training

- Study the methodology presented in the Guidelines for the Implementation of the On-the-job Training (the Guidelines will be provided by the Programme);
- Study latest relevant National Employment Service (NES) publications such as Employers' Survey and Catalogue of training programmes for persons without high school graduation;²
- Updated database of potential beneficiaries through coordination with the Family Supporters. The database will be provided by UNOPS;
- Compile database of potential participating companies as potential training providers;

First Implementation Phase:

Overall:

- Perform visibility activities - production and dissemination of at least 100 leaflets. The text of the leaflet will be provided by UNOPS;
- Extensive outreach through planning and conducting at least four one and a half hour info-sessions for the target groups in four different municipalities, separate for the unemployed and for businesses;
- Regular cooperation with the locally engaged Family Supporters (FS) in charge of the priority group (the contacts of FS will be provided by the Programme);
- Submit the milestone narrative report to the PRO Programme.

Cooperatives - Final determination of number of potential beneficiaries:

- Conduct additional consultations with potential beneficiaries that are interested in establishment of recycling cooperative or social enterprise
- Final determination of number of potential beneficiaries interested in establishment of recycling cooperative or social enterprise. In case of lack of sufficient number of interested individuals for

² Available on NES website

recycling cooperative i.e. at least 20 people are needed for establishment of a cooperative in accordance with the Law, the Service Provider shall immediately inform the Programme to agree on further steps.

- In case of sufficient number of interested individuals in establishment of cooperative, conduct the first training for at least 20 beneficiaries on legal aspects and positive effects of legalised status on the market

On-the-job Training - Selection of the Applicants:

- Conduct individual consultations with at least 60 or more potential beneficiaries who showed interest in participation and fulfil the set criteria;
- Identification and selection of at least 60 direct beneficiaries and at least six training providers according to the criteria in the Guidelines in close coordination with PRO Programme;
- Organise, supervise and manage the selection of at least 60 direct beneficiaries and at least six enterprises as training providers, selected according to the criteria provided in the Guidelines;
- Conduct site visits of short-listed enterprises before the final selection with the aim of determination technical, spatial and other capacities for the implementation of training programme, thus the training providers are selected based on firm field evidence of their compliance with the envisaged criteria in the Guidelines;
- Each selected applicant is matched with the appropriate training provider, in terms of the interest in type of occupations, the existence or the current level of possessed skills (e.g., entry level, some skills, etc.) capacity and motivation of the beneficiary;

Second Implementation Phase:

Overall:

- Submit the milestone narrative report to the PRO Programme.

Cooperatives - Registration and mentorship:

- Conduct official registration of recycling cooperative or social enterprise
- Conduct the second training on relevant management aspects and potential for additional income generation
- Provide continuous support in management of cooperatives/social enterprises that also includes finding additional opportunities for increase of income such as making arrangements with managers of residential communities for the purpose of carrying away bulky waste.
- Inform the Programme on needed equipment for pressing or bailing that will be provided to the cooperative directly by the Programme which will also enable collection of larger quantities of higher quality, thus increased income.

On-the-job Training - Contracting and Training Implementation:

- Separate contracts signed between selected service provider and at least 35 direct beneficiaries as well as at least five training providers;
- Plan and execute financial aspects of the contract (payment of subventions on a monthly basis) to both parties i.e. beneficiaries and companies in accordance with contract provisions;
- Regular monitoring of the training processes at the training premises aiming at monitoring contractual obligations. The monitoring is related to fulfilment of the training plan and programme and learning progress of the trainees. The regular monitoring should be conducted at least two times during the training provision at the beginning and close to the end of training;
- Participation in the final exams for the trainees organised by training providers and award of non-licensed certificates;
- At least 35 direct beneficiaries successfully completed trainings and awarded with non-licensed certificates as a confirmation of completed training;

The Final Phase:

Overall:

- Submit the final narrative report to the PRO Programme.

Cooperatives - Mentorship and potential for inclusion into the local waste management system:

- Continuous mentoring in leading cooperative
- Meeting and advocacy activities with LG of cooperative's residence in order to include newly founded

cooperative/social enterprises in local waste management system at the policy level and in practice through possible opportunities for additional support (e.g. cooperation with the newly established waste management centres and Public Utility Companies).

On-the-job Training - Contracting and Training Implementation:

- Separate contracts signed between selected service provider and at least 15 direct beneficiaries as well as with at least three training providers;
- Plan and execute financial aspects of the contract (payment of subventions on a monthly basis) to both parties i.e. beneficiaries and companies in accordance with contract provisions;
- Regular monitoring of the training processes at the training premises aiming at monitoring contractual obligations. The monitoring is related to fulfilment of the training plan and programme and learning progress of the trainees. The regular monitoring should be conducted at least two times during the training provision at the beginning and close to the end of training;
- Participation in the final exams for the trainees organised by training providers and award of non-licensed certificates;
- At least additional 15 direct beneficiaries successfully completed trainings and awarded with non-licensed certificates as a confirmation of completed training;

The selected service provider shall be responsible for the provision of:

- Translating/interpreting services needed during the implementation of the Contract
- Printing and production of at least 100 promotional leaflets.
- Organisational costs (administration, logistics, rental of the venue, food or beverage, printing and similar organisations costs) of the above info-sessions. Transportation costs, if any, of all participants of the info-sessions should be covered by the service provider.
- Other transportation costs needed for implementation of the intervention should also be covered by the service provider.
- Assistance in the implementation of the Contract (secretarial, driving, logistics etc)
- Any equipment necessary for proper working conditions for the project team engaged under this Contract.

5. Reporting

1. **Inception Report** – A detailed work plan for implementation of assignment, including outline of the possible risks and a mitigation plan developed, submitted to and approved by the PRO Programme within the two months of the implementation.
2. **First Progress Narrative Report** – prepared after conducting activities from the first implementation phase and submitted to and approved by the PRO Programme within the six months of the implementation.
3. **Second Progress Narrative Report** - prepared after contracting activities from the second implementation phase, submitted to and approved by the PRO Programme within the period from 12 to 18 months of implementation.
4. **Final Narrative Report**– Prepared after finalisation of activities from the Final phase, submitted to and approved by the PRO Programme within the last month of the contract at the latest. The final narrative report must also have a strong section on results of service provision, conclusions and recommendations for future steps based on drawn lessons learned. It would be desirable for the recommendations, among other things, to include: suggestions for future interventions and for LGs and training providers to leverage the existing labour policies promoting the employment of IWPs, usability of this process, etc.
5. **Short monthly reports** - A service provider will have an obligation to submit short monthly reports every 5th of each month for the previous month with brief information on conducted activities, the number of beneficiaries and results.

6. Timeframe

The contract with the implementer is expected to be signed in July 2024 and it will last **maximum 24 months** (one month for preparation of the final report included).

7. Monitoring

The contracted implementer will remain in close contact with appropriate PRO Programme personnel during the entire process and will discuss and agree all relevant points/steps both during the planning and implementation stages. All compiled personal data should be properly protected in accordance with the national standards.

The electronic copies of all reports or any other materials related to the intervention will be made available to PRO Programme/UNOPS in English.

The methodology, data collected, analyses, reports, recommendations and other products of this intervention, will remain the intellectual property of UNOPS.

8. Visibility

All activities performed in public must fully comply with the Communication and Visibility guidelines of the PRO Programme which will be provided to the contracted implementer by the Programme.

9. Final Considerations

Working language when contacting the PRO Programme is both English and Serbian. However, all official correspondence should be in English only. Working language of the contracted implementer while in the field will be Serbian.

10. Payment terms

UNOPS shall effect payments to the Contractor within thirty (30) calendar days of the date of receipt of the relevant original invoice, subject to the acceptance by UNOPS of the Services reflected in the said invoice.

The payments will be processed upon reaching specific milestones which will be definitely determined in the contract. Following payment dynamic is for information only and it may be changed in the course of contract stipulation:

1. 30% upon successful completion of the Inception Phase and UNOPS' approval of submitted Inception Report
2. 40% upon successful completion of the First Phase and UNOPS' approval of submitted First Progress Narrative Report
3. 20% upon successful completion of the Second Phase and UNOPS' approval of submitted Second Progress Narrative Report
4. 10% upon completion of all planned activities and UNOPS' approval of submitted Final Report