



REQUEST FOR PROPOSAL (RFP)

To: Companies/ Organizations	DATE: April 21, 2017
	REFERENCE: 49-2017-RFP-UNDP-STMAP “Development of Gender and Diversity Strategy for Tajikistan Mine Action Programme”

Dear Sir / Madam:

We kindly request you to submit your Proposal for Production of documentary-educational film "Manual on planning, monitoring and budgeting of Sustainable Local Development"

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or **before Monday, May 1, 2017, by 12:00 local time** and via email, courier mail or fax to the address below:

United Nations Development Programme
39 Aini str, Dushanbe, Tajikistan
elbids.tj@undp.org

Your Proposal must be expressed in the Russian or English and valid for a minimum period of 60 days.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the PDF format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirement, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. 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 encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Sukhrob Kakharov
UNDP Operations Manager
21/04/2017

Description of Requirements

Context of the Requirement	“Development of Gender and Diversity Strategy for Tajikistan Mine Action Programme”
Implementing Partner of UNDP	UNDP’s project “Support to Tajikistan Mine Action Programme” (STMAP) in close collaboration with Tajikistan National Mine Action Centre (TNMAC)
Brief Description of the Required Services	<p>The overall goal of this assignment is to ensure that gender and diversity requirements are fully mainstreamed into Tajikistan Mine Action Programme by developing the Gender and Diversity Strategy for Tajikistan Mine Action Programme: The specific tasks embedded into the assignment are:</p> <p>Conduct workshop on Gender and Diversity Strategy for Tajikistan Mine Action Programme (TMAP);</p> <ul style="list-style-type: none"> • Development of the agenda and detailed programme of the workshop, preparation of the list of participants and invitations; • Interaction UNDP, TNMAC and stakeholders to identify Gender Focal Points and moderators for the workshop; • Development and publication of handouts and preparatory materials as well as visibility products for the workshop; • Integrate findings of the gender assessments and recommendations into the draft strategy; • Propose a draft structure for the gender and diversity strategy; • Development of the report on the workshop. <p>Draft Gender and Diversity Strategy for Tajikistan Mine Action Programme;</p> <ul style="list-style-type: none"> • Develop a gender and diversity strategy for TMAP; • Share the strategy with UNDP, TNMAC and stakeholders; • Collect feedbacks, analyses and address the comments; • Prepare and share the final draft. <p>Provide final report and recommendations on implementation of the strategy;</p> <ul style="list-style-type: none"> • Draft final report that provides info on the following: • Provide recommendations; • Propose implementation mechanism • Define M&E of the strategy <p>-</p>
List and Description of Expected Outputs to be Delivered	- The workshop agenda for Gender and Diversity Strategy for Tajikistan Mine Action Programme is developed; Gender and Diversity in Mine Action publications and handouts materials are prepared, visibility products are

	<p>developed and moderator/s for the workshop is/are identified;</p> <ul style="list-style-type: none"> - Report (findings and recommendations) on Gender Assessment for TMAP is provided; - The workshop on Gender and Diversity Strategy for Tajikistan Mine Action Programme is convened and report is provided; - Gender and Diversity Strategy for Tajikistan Mine Action Programme is developed and submitted to UNDP and TNMAC; - Final report on assignment is submitted to UNDP and TNMAC.
Person to Supervise the Work/Performance of the Service Provider	Under the general supervision of UNDP STMAP Project Manager and guidance of TNMAC Director
Frequency of Reporting	<i>Per request</i>
Progress Reporting Requirements	<i>Per request</i>
Location of work	<input checked="" type="checkbox"/> Exact Address: 121, Ayni Street, Dushanbe, Tajikistan; TNMAC office <input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	6 months
Target start date	July 2017
Latest completion date	September 2017
Travels Expected	Dushanbe
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others <i>[pls. specify]</i>
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required

Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency			
Value Added Tax on Price Proposal	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input checked="" type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.			
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted			
Payment Terms	Outputs 1st Installment – Gender Assessment for TMAP; <ul style="list-style-type: none"> • Workshop agenda, detailed programme and list of participants are submitted to UNDP and TNMAC; • Workshop on Gender and Diversity Strategy for Tajikistan Mine Action Programme is conducted; • Report on gender strategy workshop findings and recommendations is provided and accepted by UNDP and TNMAC; 2nd Installment – Convene Regional Workshop on Gender in Mine Action <ul style="list-style-type: none"> • The potential speakers, moderators 	Percentage 30%	Timing 15 July 2017	Condition for Payment Release Upon proving the report on Gender and Diversity Strategy for Tajikistan Mine Action Programme

	<p>(international and national) are identified and invited;</p> <ul style="list-style-type: none"> • The Terms of Reference for each plenary and thematic sessions is developed; • Publication of handouts and preparatory materials as well as visibility products for the workshop are provided; • The Regional workshop is convened and report is provided. 	40%	30 August 2017	<p>Upon providing the final draft of the Gender and Diversity Strategy for Tajikistan Mine Action Programme.</p>
	<p>3rd Installment – Develop Gender policy for TMAP</p> <ul style="list-style-type: none"> • The final report on undertaken activities are submitted to UNDP and TNMAC with includes specific recommendations, Monitoring and Evaluation Mechanism to ensure implementation of the strategy. 	30%	10 September 2017	<p>Upon submission of the draft version of the Gender Policy for Tajikistan Mine Action Programme.</p>
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP STMAP Project Manager			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type of Contract <i>[pls. specify]</i>			

Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <input checked="" type="checkbox"/> Expertise of the Firm (21% = 210 points) <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (28% = 280 points) <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel (21% = 210 points)
	<p><u>Financial Proposal (30%)</u></p> <p>The Proposer shall seal the Proposal in one outer and two inner envelopes. Both inner envelopes shall indicate the name and address of the Proposer. The first inner envelope shall contain the information specified in Annex 2 (Proposal form), with the duly marked “Technical Part”. The second inner envelope shall include the price schedule duly identified as such with the duly marked “Financial Part”.</p> <p>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.</p> <p>The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).</p> <p>In the Second Stage the contract will be awarded to the Contractor who obtained the highest combined scoring for technical and financial proposals.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers
Annexes to this RFP ¹	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Detailed TOR (Annex 4) <input type="checkbox"/> Others <i>[pls. specify]</i>
Contact Person for Inquiries (Written inquiries only) ²	<p>procurement.tj@undp.org</p> <p>Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information <i>[pls. specify]</i>	<p>The Proposal should include CV of proposed personnel, methodology with detailed Working plan on proposed activities.</p>

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL³

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁴)

[insert: Location].

[insert: Date]

To: UNDP Tajikistan;
Address: 39, Ayni Street, Dushanbe

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP **49-2017-RFP-UNDP-STMAP** dated **21/04/2017**, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- d) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.;*
- e) Recommendation letters from clients for similar services;*
- f) Written Self - Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the country specific conditions and context of the work. The Service Provider should demonstrate ability to conduct proposed activities timely with high quality.

C. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide:

³This serves as a guide to the Service Provider in preparing the Proposal.

⁴ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

The documents (D and E) must be provided by Service Provider in separated sealed envelope titled as Financial Proposal:

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3		
	Total	100%	

**This shall be the basis of the payment tranches*

E. Cost Breakdown by Cost Component[This is only an Example]:

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a . Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

[Name and Signature of the Service Provider's Authorized Person]

[Designation]

[Date]

*General Terms and Conditions 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 being 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 Contract, 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 Contract signed by the Contractor and jointly by the UNDP Authorized Official.

TERMS OF REFERENCE

49-2017-RFP-UNDP-STMAP: “Development of Gender and Diversity Strategy for Tajikistan Mine Action Programme”

1. GENERAL INFORMATION

Tajikistan’s landmines contamination is a legacy from various past conflicts:

- Russian forces laid landmines on the Tajik-Afghan Border (TAB) during the 1992-1998 period to protect the border and the border posts from armed groups attempting to enter Tajikistan from Afghanistan.
- Starting from 1999, Uzbekistan forces used mines along the Tajik-Uzbek Border (TUB) to protect the border from armed groups and bandits attempting to enter Uzbekistan from Tajikistan.
- The Central Region (CR) of the country was contaminated by landmines and explosive remnants of war (ERW) including cluster munitions⁵ during the 1992-1997 civil conflict.
- Unexploded ordnance is being encountered in the environs of army shooting ranges.

Tajikistan is a State Party to the Convention on the Prohibition of the Use, Stockpiling, Production and Transfer of Anti-Personnel Mines and on their destruction (in short Anti-Personnel Mine Ban Convention, APMBC or Ottawa Convention) and to the Convention on Certain Conventional Weapons (CCW) including Amended Protocol II and Protocol V but has not yet joined the Convention on Cluster Munitions and the Convention on the Rights of Persons with Disabilities⁶. In general, Tajikistan is currently implementing the obligations deriving from these treaties by destroying all AP mines in stockpiles (in 2004), by clearing all known mined areas (the deadline was extended until 2020) and of all known ERW; Tajikistan is also fulfilling its international reporting obligations. Landmine/ERW contamination restricts the possibility to use land for grazing and agricultural purposes and represents a serious risk to civilian populations engaged in farming and wood gathering activities. Mines and ERW are a threat for military patrols operating along the country's borders with Afghanistan and Uzbekistan. Therefore, UN activities will include support towards removing and destroying landmines and ERW throughout the country.⁷

In order to provide a response to the problems caused by the presence of landmines and ERW, and in accordance with United Nations strategies and policies⁸, the UNDP has played a central role in the setting up and development of the UNDP’s Tajikistan Mine Action⁹ Centre Project (TMAC) since

⁵ ERW are comprised of unexploded ordnance (UXO) and abandoned explosive ordnance (AXO); ERW as defined by the Convention on Certain Conventional Weapons (CCW) Prot. V does not comprise landmines as they are dealt with in other legal instruments. Cluster munitions are included in ERW; the Cluster Munition Convention was drafted post CCW Prot. V.

⁶ Tajikistan also joined other important human rights instruments: the International Covenant on Civil and Political Rights (ICCPR) in 1999, the International Covenant on Economic, Social and Cultural Rights (ICESCR) in 1999, the Convention on the Elimination of All Forms of Discrimination against Women (CEDAW) in 1993, the United Nations Convention on the Rights of the Child (CRC) in 1993.

⁷ Paragraph is quoted from United Nations Development Assistance Framework (UNDAF) for Tajikistan, 2016-2020, draft, dated 5 May 2015, p.42, para 6.11.

⁸ United Nations. *The Strategy of the United Nations on Mine Action 2013-2018*. New York 2013; UN. *Mine Action and Effective Coordination: The United Nations Inter-Agency Policy*. New York 2005.

⁹ Mine Action is defined as a group of 'activities which aim to reduce the social, economic and environmental impact of mines and Explosive Remnants of War'. 'Mine Action comprises five complementary groups of activities: Mine Risk Education (MRE), humanitarian demining, victim assistance (including rehabilitation and reintegration), stockpile destruction and advocacy against the use of anti-personnel mines', International Mine Action Standards (IMAS) 04.10, 2nd Edition, January 2013, *Glossary of mine action terms, definitions and abbreviations*. For definitions of other mine

2003. UNDP facilitated a process to establish the national entity Tajikistan National Mine Action Centre (TNMAC), which was created by Governmental Decree in January 2014.

To ensure the most effective and appropriate response to the landmine threat, UN mine action activities promote national ownership, institution-building and capacity development, and are contingent on adherence to the core requirements of the International Mine Action Standards (IMAS). The primary responsibility for mine action lies with the government of the mine-affected state. This responsibility should be vested in a national mine action authority that is charged with the regulation and supervision of a national mine action programme within its national borders, including the authorization of national mine action standards, standard operating procedures (SOP) as well as the accreditation of mine action operators. The Tajikistan National Mine Action Centre (TNMAC) is tasked to manage the national mine action programme (to plan, coordinate and monitor) in the country.

After nationalization of TNMAC, UNDP provided institutional and technical capacity building support to the Centre. UNDP also supported in development of strategic documents such as the National Humanitarian Mine Action Law, the National Mine Action Strategy (2017-2020), National Mine Action Standards and Standard Operations Procedures. As a result, the National Humanitarian Mine Action Law was endorsed by the Government of Tajikistan in August 2016 and the National Mine Action Strategy (2017-2020) in March 2017 and the National Mine Action Standards are under endorsement by the Government of Tajikistan which were approved in April 2017. In addition, in 2016, UNDP recruited the Geneva based organization - Gender in Mine Action Programme (GMAP) to conduct a) gender assessment of Tajikistan Mine Action Programme (TMAP), b) convene regional workshop on “Gender in Mine Action” and c) develop gender policy for Mine Action in Tajikistan. As a result, the gender policy for Tajikistan Mine Action Programme was developed.

Following up on the work carried out with TMAP in 2016, GMAP is requested to conduct a workshop to develop a Gender and Diversity Strategy for TMAP. The overall goal is to develop a Gender and Diversity Strategy for Tajikistan Mine Action Programme with consideration of findings and recommendations of the assessment conducted in 2016 as well as country specific context.

2. GOAL AND OBJECTIVES:

The overall goal of the contract is to develop the Gender and Diversity Strategy for Tajikistan Mine Action Programme. It is required to reach agreement on the main goals of the strategy and on some of the key steps to ensure the implementation of the strategy, measurement of its progress and results, such as the establishment of a Gender and Diversity working group with representatives of all TMAP stakeholders and ensuring a proper monitoring mechanism.

. The specific tasks embedded into the assignment are:

1. Conduct workshop on Gender and Diversity Strategy for Tajikistan Mine Action Programme (TMAP);
 - Development of the agenda and detailed programme of the workshop, preparation of the list of participants and invitations;

action terms see IMAS 04.10. All mine action terms used in this document refer to IMAS definitions, unless specifically indicated.

- Interaction UNDP, TNMAC and stakeholders to identify Gender Focal Points and moderators for the workshop;
- Development and publication of handouts and preparatory materials as well as visibility products for the workshop;
- Integrate findings of the gender assessments and recommendations into the draft strategy;
- Propose a draft structure for the gender and diversity strategy;
- Development of the report on the workshop.

2. Draft Gender and Diversity Strategy for Tajikistan Mine Action Programme;

- Develop a gender and diversity strategy for TMAP;
- Share the strategy with UNDP, TNMAC and stakeholders;
- Collect feedbacks, analyses and address the comments;
- Prepare and share the final draft.

3. Provide final report and recommendations on implementation of the strategy;

- Draft final report that provides info on the following:
 - Provide recommendations;
 - Next steps, propose implementation mechanism
 - Define M&E of the strategy

3. EXPECTED OUTPUTS

Expected outputs	Delivery date
1. Workshop agenda, detailed programme, list of participants and invitations are prepared and submitted to UNDP and TNMAC 2. The potential speakers, moderators (international and national) are identified and invited; 3. Gender and Diversity in Mine Action handouts and other relevant publications and preparatory materials as well as visibility products for the workshop are provided; 4. The workshop on Gender and Diversity Strategy for Tajikistan Mine Action Programme is convened and report is provided.	15 July , 2017
5. Draft strategy on Gender and diversity for TMAP is developed and shared with Technical Working Group; 6. Feedbacks on the draft strategy is integrated and addressed accordingly; 7. Final version of the Gender and Diversity Strategy for Tajikistan Mine Action Programme is developed and submitted to UNDP and TNMAC for consideration and approval.	30 August 2017
8. Final report on undertaken activities are submitted to UNDP and TNMAC	10 September 2017

4. REPORTING

The organization shall be responsible for preparation and submission of narrative and financial reports in accordance with the agreed with UNDP format and schedule of work. All reports must be submitted according to the conditions specified in the contract.

The organization shall be responsible for timely collection and submission of all necessary documents related to this ToR, such as, for example, quotations, invoices, receipts, etc.

All the reports mentioned above (narrative and financial), with supporting documentation should be submitted to the following address:

UNDP STMAP and TNMAC

121, Ayni Street, Dushanbe, Tajikistan, 734063, Project Manager, UNDP STMAP

Cc: Director, TNMAC

5. PAYMENT

The total cost of services includes expenses for materials, transportation, fee and other expenses. The organization is solely responsible for payment of all taxes arising from the contract, including the income tax on wages, contributions to pension funds, tax on income and other taxes. Increase in prices and additional costs that will occur after signing the contract will not be reimbursed by UNDP. Payments will be made by UNDP in USD according to contract and will be transferred to the bank account of the selected organization. Payments from UNDP will be made by tranches based on the provided narrative and financial reports on the results of execution of previous payments.

The organization shall provide all necessary resources, both financial and human, for timely and professional achievement of the results at the professional level.

6. DURATION

Services for this purpose shall be provided by Organization for no more than 6 (six) months from 15 June until 10 September 2017. Any other changes regarding the period of execution of tasks will be agreed upon between the UNDP and Organization. The changes shall effect only after preliminary negotiations and the consent between the parties.

7. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

- Minimum of 7 years of experience in promoting gender mainstreaming;
- Minimum of 7 years of experience in providing gender training in the mine action sector;
- Minimum of 3 years of experience of gender and diversity assessment of mine action programmes carried out;
- Work experience (at least three assignments) with UN organizations;

- At least one dedicated staff member has more than 5 years of experience in gender and mine action
- Opportunities and capacities to carry out activities within the required timeframes and timely reporting.
- Availability of qualified experts on required directions (CV/resume, copy of certificates);
- Availability of necessary technical and administrative capacity to direct the works described in the frame of this subproject;
- Knowledge and skills in preparation of financial and programme reports;
- Availability of documents confirming the organizations experience on above-mentioned requirements