

REQUEST FOR PROPOSAL (RFP)

UNDP Istanbul Regional Hub for Europe and the CIS Key Plaza, Abide-i Hürriyet Cd. İstiklal Sk. No/11, Şişli, 34381, Istanbul, Turkey

DATE: May 8, 2015

REFERENCE: 2015/14/RFP: Transfer of Czech Knowledge: Study Tour to Czech Republic to Support Inclusive Economic Growth in Uzbekistan

Dear Sir / Madam:

We kindly request you to submit your Proposal for 2015/14/RFP: Transfer of Czech Knowledge: Study Tour to Czech Republic to Support Inclusive Economic Growth in Uzbekistan.

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

Proposals may be submitted on or before **16:00 CET, Friday, 19 June 2015** via courier mail to the address below:

UNDP Istanbul Regional Hub for Europe and the CIS
Key Plaza, Abide-i Hürriyet Cd. İstiklal Sk. No/11, Şişli, 34381, Istanbul, Turkey
Mr. Murat Akin, Procurement Manager

Your Proposal must be expressed in the English, and valid for a minimum period of 120 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.

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 requirements, 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 4.

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.

Andrey Pogrebnyak Operations Manager 13/05/2015

Description of Requirements

Context of the	Established by the Government of Uzbekistan in 2008, the Institute of Forecasting and
Requirement	Macroeconomic Research (IFMR) is Uzbekistan's national think tank in charge of conducting economic analysis and policy advice for evidence-based decision-making. Despite being young, IFMR has become an influential research and policy analysis body for the Government in designing and monitoring a number of important economic policies, such as in the area of macroeconomic forecasting using economic modelling tools, survey-based regular business climate assessments, regional development planning, monitoring economic growth and its impact on poverty reduction, and several others. The support from development agencies (UNDP and GIZ) has been critical in building and strengthening the in-house capacities of IFMR at the early stage.
	Today IFMR employs many young and a few experienced researchers who are constantly working on improving knowledge and skills in applying modern economic analysis (and econometric) tools in their work. Exposure to foreign best practices, therefore, is an important element of ongoing capacity building in IFMR.
	In addition, IFMR is currently participating in developing a national long-term strategy - Vision 2030. The Institute is keen to learn other countries' knowledge in long-term modelling and forecasting tools and techniques that are utilized in developing similar national long-term strategies.
Implementing Partner of UNDP	UNDP
Brief Description of the Required Services	The objective of the study tour is expose IFMR researchers and specialists from the responsible Ministries (ie, Ministry of Economy, Central Bank, Ministry of Finance) to Czech Republic's practices in the application of modern econometric modeling tools for macroeconomic forecasting and regulation with an aim to ensure the quality and sustainability of the economic growth.
	In the process of the study tour, Uzbek participants should have the opportunity to get acquainted with the principles of strengthening the capacity of public authorities in the sphere of macroeconomic monitoring and control, forecasting and risk assessment of sustainable development, as well as use of modern economic modeling tools in their work. The main focus will be on approaches and conditions, providing the high practical relevance for modeling tools, and principles of its development in relation to the objectives of the inclusive economic growth.
	The program of the study tour should include meetings with the developers of modeling tools and its users – government specialists in charge.
	As part of the programme, Uzbek participants will present the results, achieved within the UNDP research projects1 in YY2010-2013. The purpose is to get feedback and

¹ "Growth and Innovation: Theory, Practice and Modeling", IFMR, UNDP, Tashkent, 2010; "Analysis of the sensitivity indicators of growth to changes factors and parameters of macroeconomic regulation," FMR, UNDP,

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		-		erts, which should help improve the		
	practical relevance of the modeling tools utilized by IFMR and enhance their functionality for addressing inclusive economic growth issues.					
			-	ng and facilitating the meetings with		
				e of the study tour. For more details		
	please refer to A		ms of Reference.			
List and Description of Expected Outputs to be	Prelimin	ary Report				
Delivered	Final Rep	oort				
	For description o	f deliveries p	lease refer to Annex	V – Terms of Reference.		
Person to Supervise the	 Program 	me Specialis	t, Czech-UNDP Trust	Fund, UNDP Istanbul Regional Hub		
Work/Performance of the Service Provider	• Program	me Coordina	itor, Economic Gove	rnance Unit, UNDP Uzbekistan		
Frequency of Reporting		-		P Programme Coordinator and the		
	-	_		eir works, the Contractor will ensure		
	•		•	ne Coordinator and the Programme . The Contractor shall ensure quality		
	•		•	nd will regularly inform the UNDP		
	-	•	•	ociate of the progress as well as any		
	obstacles that m		-	, ,		
Progress Reporting				rm to the requirements specified in		
Requirements				d UNDP. Also the contractor will be		
	-	responsible for the timely collection of all necessary documents, such as procurement related documents, account invoices, receipts, payroll records and other documents				
	that confirm the			ayron records and other documents		
		legality of ex	penditures.			
	In addition, the	Contractor	should provide to	UNDP all photos and other visual		
	materials collect	ted/made di	uring this project.	Printed and electronic versions of		
	•			onic to UNDP Uzbekistan. Electronic		
		port should b	e saved as MS Word	I. All reports must be typed in ARIAL,		
	size 11, A4.					
Location of work	🖾 Home based a	ind 1 trip to (Czech Republic, Prag	rue		
Expected duration of	Maximum 4 mor	nths				
work						
Target start date	1 July 2015					
Latest completion date	30 October 2015	1	Dulaf Day (1911)	<u> </u>		
Travels Expected	Destination/s	Estimated	Brief Description of Purpose of the	Target Date/s		
	Destination/S	Duration	Travel	Target Date/s		
	Czech	5 working	Study Tour	First half of September 2015		
	Republic	days	,			
Facilities to be Provided	☑ Travel costs of	•	cipants from Tashke	nt to Prague (return ticket, visa,		
by UNDP (i.e., must be	insurance)					
	1					

Tashkent, 2011; "The impact of economic growth on the reduction of poverty in Uzbekistan ", IFMR, UNDP, Tashkent, 2012.

excluded from Price Proposal)								
Implementation	☑ Required							
Schedule indicating breakdown and timing of activities/sub-activities	☐ Not Required							
Names and curriculum vitae of individuals who will be involved in completing the services	☑ Required □ Not Required							
Currency of Proposal	☑ United States Dollars							
Value Added Tax on Price Proposal	☐ must be exclusive of VAT and oth	ner applicable i	ndirect taxes					
	Bidders shall take into account the and its subsidiary organs are exemptheir bids excluding VAT.	•		•				
	It's bidders responsibility to learn from relevant authorities (Ministry of Finance) and/or to review/confirm published procedures and to consult with a certified financial consultant as needed to confirm the scope and procedures of VAT exemption application as per VAT law, Ministry of Finance's General Communiqués and all other related legislation.							
Validity Period of Proposals (Counting for the last day of submission of quotes)	☑ 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	☑ Not permitted							
Payment Terms	Outputs	Percentage	Timing (preliminary)	Condition for Payment Release within 30 (thirty) days after				
	Preliminary report	30%	31 August 2015	a) UNDP's written acceptance				
	Final report	70%	30 September 2015	(i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.				

Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Programme Specialist, Czech-UNDP Trust Fund, UNDP Istanbul Regional Hub Programme Coordinator, Economic Governance Unit, UNDP Uzbekistan					
Type of Contract to be Signed	☑ Contract for Professional Services					
Criteria for Contract Award	☑ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution). Only proposals that achieve at least 70% on the technical part will be considered as technically compliant.					
	☑ 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	Technical Proposal (70%)					
Assessment of Proposal	☑ Expertise of Firm / Organization submitting Proposal					
	☑ Proposed Work Plan and Approach					
	∑ Personnel					
	Financial Proposal (30%)					
	To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.					
	The Offeror shall seal the Proposal in one outer and two inner envelopes. Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Annex 2 (Proposal form), with the duly marked "Original". The second inner envelope shall include the price schedule duly identified as such.					
	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 70 points in the evaluation of the technical proposals. The technical proposal is evaluated on the basis of its responsiveness to the Term of					
	Reference (TOR). In the Second Stage, the price proposal of all contractors, who have attained minimum 30% score in the price evaluation, will be compared. The contractor will be awarded to the Contractor offering the lowest price.					
	and the state of t					
	Summany of Tochnical and Financial Baint Commany/Fintity/Others					
	Summary of Technical and Financial Point Company/Entity/Others Proposal Evaluation s					
	Obtai nable					

			А	В	С
1.	Expertise of Firm / Organization				
	submitting Proposal	20			
		30			
2.	Proposed Work Plan and Approach				
3.	Personnel	20			
	Total for technical proposal	70			
	Total for financial proposal	30			
	TOTAL – max obtainable points	100			

Technical Proposal (70%)

The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form **3:** Personnel

Tech	nnical Proposal Evaluation	Points obtaina	Compa Entity	any / O	ther
Fori	m 1	ble	Α	В	С
Ехрє	ertise of firm / organisation submitting pro	posal			
1.1	At least 3 years of experience in preparation and facilitation of study tours or trainings (track record of at least three relevant projects); previous cooperation with UNDP is an asset.	10			
1.2	Previous cooperation with national and preferably also international institutions responsible for formulating and monitoring of public policies; previous experience with transitional economies of Europe and Central Asia is preferred; working experience from the Czech Republic is required.	5			
1.3	Possesses technical and human resources for successful implementation of the assignment and/or has capacities to subcontract external consultants or	5			

Technical Proposal Evaluation Form 2 Technical Proposal Evaluation Form 2 Points Obtaina ble A B C Proposed Work Plan and Approach 2.1 Is the scope of task well defined and does it correspond to the TOR? 2.2 Is the methodology of elaboration of requested documents well prepared and complex? 2.3 Is the proposal well structured, work plan clear and is the sequence of activities logical, realistic and promise efficient implementation to the project? 2.4 Have the important aspects of the task been addressed in sufficient detail? Total Part 2 30 Technical Proposal Evaluation Form 3 Point company / Other Entity Obtai nable Personnel 3.1 Minimum University degree (or equivalent) in the areas relevant for the assignment. A higher degree shall be considered as an asset. 3.2 At least 5 years of experience of project management in similar projects (preferred is including familiarity with projects in the economic transition sector). 3.3 Proven track record in organizing international events such as orientation visits, meetings and study tours inviting foreign officials and stakeholders; experience with UN agencies is an asset.		NGOs/companies.				
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	3.4 Good communication skills of the staff in English (both written and spoken). Knowledge of Russian is a requirement (at least one staff member responsible for communication with the group). Knowledge and skills of MS Office, including Word, Excel, PowerPoint.					
	Total Part 3	20				
		1				
UNDP will award the contract to:	☑ One and only one Service Provider					
	☐ Form for Submission of Proposal (Annex 2)					
Annexes to this RFP	\square Form for Submission of Financial Proposal (Anne	x 3) – 1	THIS MU	IST BE		
	SUBMITTED IN A SEPARATE ENVELOPE					
	\square General Terms and Conditions / Special Conditions (Annex 4) ²					
	☐ Detailed TOR (Annex 5)					
	In addition to 2x hard copy (2x technical proposal; 1x financial proposal in a					
	separate envelope), please also provide all the info		•	•		
	financial offer, one CD for technical offer).					
Contact Person for	Murat Akin					
Inquiries	Procurement Manager					
(Written inquiries only) ³	Procurement.irh@undp.org					
	Any delay in UNDP's response shall be not used as a deadline for submission, unless UNDP determines the necessary and communicates a new deadline to the	hat sucl	n an ext	_		

² Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be

grounds for disqualification from this procurement process.

3 This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL4

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁵)

[insert: Location].
[insert: Date]

To:

UNDP Istanbul Regional Hub for Europe and the CIS

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the 2015/14/RFP: Transfer of Czech Knowledge: Study Tour to Czech Republic to Support Inclusive Economic Growth in Uzbekistan, 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) 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 local conditions and context of the work.

C. Qualifications of Key Personnel

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

a) Names and qualifications of the key personnel that will perform the services indicating who is Team

⁴ This serves as a guide to the Service Provider in preparing the Proposal.

⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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.

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

Financial Proposal The Contractor is asked to prepare the Financial Proposal as a separate file from the rest of the RFP. All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18. The Financial Proposal must provide a detailed cost breakdown.

- Due to changes in VAT law after the EU accession we would like to recommend you to consult
 your local Tax Office and obtain correct information about the VAT reimbursements applying for your
 country. The total price in the proposal has to be calculated based on this information (i.e. if VAT
 will be reimbursed to you it should not be included in the total amount and vice versa).
- In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

Note: 1) International travel and visa cost of participants will be covered from other resources.

 UNDP participants, if any, will cover their accommodation and non organized meals by themselves, however, the Contractor will be responsible for assistance with all logistic issues in one package.

Name of Offeror: PLEASE INDICATE NAME OF YOUR COMPANY HERE
Financial Proposal: Transfer of Czech Knowledge: Study Tour to Czech Republic to
Support Inclusive Economic Growth in Uzbekistan

	Unit (e.g. hour, day, piece)	Number of units	Price per unit	Total price in USD
A. STUDY TOUR COST				
Accommodation (minimum.4-star hotel) for 5 participants for 6 nights (exact place and date to be suggested)		30		0
Full board and refreshment for 5 persons (5 days)				0
renting conference room				0
renting conference equipment				0
interpretation into Russian				0
translation of materials				0
External national experts	hour			0
study tour materials				0
pick up from/to the airport				0
local transportation				0
Organization fee:				0
- Internal experts	day			0
- other (please, specify)				0
				0
Social event				0
Pocket money*	person/day	30	50	1500
other expenses (please, specify)				0
TOTAL				1710

* Calculated on the basis of UNDP **D**aily **S**ubsistence **A**llowance rate (20% of DSA for Prague)and applicable where the full board and accommodation is provided.

Price offer prepared by:
Date and signature:

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.
- 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.
- 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,
 - the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
 - **13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
 - **13.2.2.2** any entity over which the Party exercises effective managerial control; or,
 - **13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- **14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- **15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- **16.1 Amicable Settlement**: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 **Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, interalia 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.

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.
- 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

Transfer of Czech Knowledge: Study Tour to Czech Republic to Support Inclusive Economic Growth in Uzbekistan

1. BACKGROUND

Established by the Government of Uzbekistan in 2008, the Institute of Forecasting and Macroeconomic Research (IFMR) is Uzbekistan's national think tank in charge of conducting economic analysis and policy advice for evidence-based decision-making. Despite being young, IFMR has become an influential research and policy analysis body for the Government in designing and monitoring a number of important economic policies, such as in the area of macroeconomic forecasting using economic modelling tools, survey-based regular business climate assessments, regional development planning, monitoring economic growth and its impact on poverty reduction, and several others. The support from development agencies (UNDP and GIZ) has been critical in building and strengthening the in-house capacities of IFMR at the early stage.

Today IFMR employs many young and a few experienced researchers who are constantly working on improving knowledge and skills in applying modern economic analysis (and econometric) tools in their work. Exposure to foreign best practices, therefore, is an important element of ongoing capacity building in IFMR.

In addition, IFMR is currently participating in developing a national long-term strategy - Vision 2030. The Institute is keen to learn other countries' knowledge in long-term modelling and forecasting tools and techniques that are utilized in developing similar national long-term strategies.

2. MAIN OBJECTIVES

The objective of the study tour is expose IFMR researchers and specialists from the responsible Ministries (ie, Ministry of Economy, Central Bank, Ministry of Finance) to Czech Republic's practices in the application of modern econometric modeling tools for macroeconomic forecasting and regulation with an aim to ensure the quality and sustainability of the economic growth.

In the process of the study tour, Uzbek participants should have the opportunity to get acquainted with the principles of strengthening the capacity of public authorities in the sphere of macroeconomic monitoring and control, forecasting and risk assessment of sustainable development, as well as use of modern economic modeling tools in their work. The main focus will be on approaches and conditions, providing the high practical relevance for modeling tools, and principles of its development in relation to the objectives of the inclusive economic growth.

The program of the study tour should include meetings with the developers of modeling tools and its users – government specialists in charge.

As part of the programme, Uzbek participants will present the results, achieved within the UNDP research projects6 in YY2010-2013. The purpose is to get feedback and recommendations from experienced foreign experts, which should help improve the practical relevance of the modeling tools utilized by IFMR and enhance their functionality for addressing inclusive economic growth issues.

Czech Republic is a country that has shown one of the best results in improving the quality of economic growth and sustainable development in the last 15-20 years. According to international organizations' data7, the average annual rate of GDP growth in the Czech Republic, in the pre-crisis period (2000-2008 years) was 4.8%, and in the acute phase of the crisis (2009), the economic downturn was one of the smallest among the countries in Eastern Europe (-4.0% vs -5.0% in Slovakia, -5.5% in Bulgaria, -6.8% in Hungary, -8.0% in Slovakia, -8.5% in Romania).

The effectiveness of implementing reforms is also evidenced by a marked increase of technological development of the country: the level of energy efficiency increased from US\$3.4 (per kg. of oil equivalent) in 1990 to US \$ 4.3 in 2000 and US\$5.9 in 2011. The level of competitiveness of the economy as a whole also significantly increased during this period. The share of high-tech products in exports increased from 4.2% in 1993 to 8.5% in 2000 and 15.0% in 2010 (in comparison with 5.5% in 2010 in Slovakia, 8.0% in Bulgaria 6.7% in Poland)

Economic and mathematical tools are actively used in the country in the process of forming and making of important economic decisions. A small macro-sectoral model for the economy of the Czech Republic, designed to make a decision in the field of labor market reforms, the formation of anti-inflation policy and industrial development8 is of a great interest among the existing models for Uzbekistan. The staff of the National Bank of the Czech Republic was involved in the process of model development, which has strengthened its practical orientation.

The Ministry of Finance of the Czech Republic is applying a dynamic stochastic general equilibrium model that is used to provide the regular quarterly forecasts and analysis of macroeconomic effects of fiscal policy measures9. For the purpose of evaluating the effects of monetary policy shocks on inflation and economic growth, the Macroeconomic Model of Czech Economy is applied, based on the principles, combining the VAR with long-term macro-economic relationships, which was developed by the staff of the Technical University of Ostrava10.

Besides, the works on creation of modern modeling tools are conducted at the Research Centre for Competitiveness of Czech Economy (dynamic stochastic general equilibrium model to analyze the behavior and forecast of the economy of the Czech Republic) and a number of other organizations11.

The above are of great interest for professionals of Uzbekistan from the point of view of applied methodological approaches, allowing to solve a wide range of tasks connected with increasing the

⁸ Barry F. et al. The Czech economic transition: exploring options using a macrosectoral model // Working Paper 2002.

⁶ "Growth and Innovation: Theory, Practice and Modeling", IFMR, UNDP, Tashkent, 2010; "Analysis of the sensitivity indicators of growth to changes factors and parameters of macroeconomic regulation," FMR, UNDP, Tashkent, 2011; "The impact of economic growth on the reduction of poverty in Uzbekistan", IFMR, UNDP, Tashkent, 2012.

⁷ WB. IFC.

⁹ Zbynek Stork A DSGE model of the Czech economy: a Ministry of Finance approach. 2011.

¹⁰ Hanclova J. Long-run structural modelling of the Czech macroeconomy //WSEAS TRANSACTIONS on BUSINESS and ECONOMICS, Issue 4, Volume 8, October 2011.

¹¹ Vasicek O., Musil K. Behavior of the Czech Economy: New Open Economy Macroeconomics DSGE Model // WORKING PAPER No. 23/2006

competitiveness and quality of economic growth, and from the point of view of the mechanisms of their practical application in the bodies of state administration.

3. EXPECTED OUTPUTS

The Contractor should organize a Study Tour for 5 working days in the Czech Republic for tentatively 5 five) representatives from Uzbekistan, consisting of four representatives of IFMR, and one UNDP representative.

The Contractor will be responsible for defining and putting together the programme of the Study Tour. The programme should consist of meetings with agencies/institutions that develop economic modeling techniques for policy formulation and decision-making by the Czech government in the economic areas, users of the outputs of these models (e.g. Ministry of Economy, Finance, Planning, Central) as well as Parliament (if applicable).

The Contractor will also be responsible for arranging and facilitating the meetings with relevant Czech experts as per agreed programme of the study tour. In particular, the Contractor will:

- Develop the plan and programme for the Study Tour in Czech Republic, including the study goals and expected results, agenda, list of entities to be met, basic information on the visits, sites, etc., both in Russian and English language
- Facilitate and provide the logistics for the study tour including identifying and booking suitable accommodation and meals, organizing local transportation services, interpretation, communication, meeting rooms/facilities, etc.
- Provide pocket money to 5 persons
- Organize all meetings during the study tour, including one orientation/introductory meeting for
 participants at the beginning of the study tour, follow the agreed agenda to the point and
 conclude with a debriefing meeting.
- Please note it is required to arrange interpreting into Russian language
- Prepare Final Report covering the topics discussed and institutions visited (See Deliverables).
- The agenda should include 1 social event

4. DELIVERABLES

The Contractor will produce the following written outputs submitted in English language:

- **Detailed agenda** of the study tour and **logistics note** for the participants.
- **Preliminary Report on Study Tour** detailed description of the study tour activities, meetings and site visits for the study tour in the Czech Republic and the agenda.
- **Final Report** in English, incl. final programme of the study tour, collected feedback from participants, presenting the consolidated evaluation, lessons learnt, recommendations and possible follow up activities.
- Financial statement of costs is to be submitted before the last installment (template to be downloaded from the Czech-UNDP website), Czech-UNDP Trust Fund is paying to Contractors based on real expenses, hence requires Contractor to keep all invoices and related financial documents.

5. TIME FRAME OF DELIVERY

The start of the assignment is expected to be in July 2015 and to be completed by the end of October 2015. The study tour should take place in early to mid-September 2015.

The following instalments will be done according to the deliverables stated above:

Deliverables	Delivery	Instalments, %
Preliminary Study Tour Report	30 August 2015	30%
Final Report	30 September	70%

Payments will be made only upon confirmation of UNDP on delivering on the contract obligations in a satisfactory manner.

6. COMPETENCIES

- Integrity;
- Strong results orientation;
- Strong communication skills;
- Proven analytical capacity;
- Flexible and responsive with a client-oriented approach;
- Effective and persistent problem-solver;
- Demonstrated capacity-building and facilitation skills;
- Ability to establish effective working relations in a multicultural team environment;
- Excellent interpersonal and organizational skills;

7. QUALIFICATION CRITERIA

The Contractor shall have minimum of 3 years' experience in the area of organizing similar study tours:

- Previous cooperation with national and international institutions responsible for formulating and monitoring of public policies;
- Experience with organizing study tour for governmental institutions at national and sectoral level; at least 3 similar references;
- Preferred: Experience in cooperation with international organizations, experience with transition economies of Europe and Central Asia
- Ability to transfer Czech knowledge on public policies is required (previous cooperation with institutions mentioned in the TOR is preferred).

The staff involved in implementation should meet the following qualification criteria:

- Education level of personnel (preferably at master's level or equivalent), in a relevant discipline such as economics, business administration and similar);
- ❖ At least 5 years of relevant working experience;

- Proven track record in organizing international events such as orientation visits, meetings and study tours inviting foreign officials and stakeholders; experience with UN agencies an asset
- ❖ Ability to collaborate on capacity development projects involving a diverse range of partners, and in cooperation with various stakeholders strong preference will be given to those with experience in Post-Soviet region;
- Excellent analytical, presentation and reporting skills;
- * Knowledge of English language, at least one member of staff must be fluent in Russian.

8. REQUIRED DOCUMENTS FOR SUBMISSION

The fol	lowing detailed documents must be submitted by the Contractor:
	Registration of Company/Civil Society Organization/Professional Association; Profile of Company/Civil Society Organization/Professional Association and list of implemented projects with reference list and client contacts for reference check indicating the e-mail addresses or fax numbers for contact persons;
	CV of the Team Leader;
	CVs of other experts that the Contractor might use for the implementation of the activities;
	Clear presentation of methodology and approach describing all the steps which will lead toward the completion of the assignment;
	A draft programme of the study visit – including topics to be covered in the theoretical part (lectures, presentations, discussions, etc.), experts to be consulted, visits to the selected institutions with brief justification of selection of the respective institution, other proposed activities (informal meetings, roundtables, discussions, etc.) and 1 social event (e.g. official dinner, sightseeing, or similar);
	Proposed time schedule for the activities to be carried out as per the ToR;
	Description of topics and areas to be covered in study materials, guidelines, etc. for handing over to the participants;
	Description of general logistics – what type of transport (public transport, rented mini/bus,) will be used, type of accommodation (single rooms are required) and other services provided, including type of premises for lectures, technical equipment, refreshments, etc.;
	In addition to two hard copies, please also provide all the information on CD-R. Two separate CDs are required for technical proposal and financial proposal.