



REQUEST FOR PROPOSALS

**Community systems strengthening aimed at removing legal barriers to
access HIV prevention and treatment services in the Republic of
Tajikistan**

Republic of Tajikistan



United Nations Development Programme

June, 2016

Section 1. Letter of Invitation

Dushanbe, Tajikistan
June 16, 2016

Community systems strengthening aimed at removing legal barriers to access HIV prevention and treatment services in the Republic of Tajikistan

Ref: **108-2016-RFP-UNDP-GF-HIV/AIDS**

Dear Sir/Madam,

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form (Annex 5)
- Section 7 – Financial Proposal Form (Annex 6)
- Section 8 – General Terms and Conditions

Your offer, comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 2.

You are kindly requested to submit an acknowledgment letter to UNDP to the following address:

United Nations Development Programme
procurement.tj@undp.org
Attention: Mr. Jan Harfst, Country Director

The letter should be received by UNDP no later than 22 June 2016, 12:00, local time. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

Jan Harfst
Country Director, UNDP Tajikistan

Section 2: Instruction to Proposers.

Definitions

- a) *“Contract”* refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) *“Country”* refers to the country indicated in the Data Sheet.
- c) *“Data Sheet”* refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) *“Day”* refers to calendar day.
- e) *“Government”* refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) *“Instructions to Proposers”* (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) *“LOI”* (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) *“Material Deviation”* refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and : (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) *“Proposal”* refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) *“Proposer”* refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) *“RFP”* refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) *“Services”* refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) *“Supplemental Information to the RFP”* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- n) *“Terms of Reference”* (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective

responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/about/transparencydocs/UNDP Anti Fraud Policy English FINAL june 2011.pdf](http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
 - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following :
 - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions

- and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
- 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing

of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).

- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while

ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All proposers are therefore required to submit the following in their proposals:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

- 15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following :

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may

request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

- 23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer's name and address, as well as a warning that state "*not to be opened before the time and date for proposal opening*" as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as "Original Proposal" and "Copy of Proposal" as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the "Original Proposal" and the "Copy of Proposal", the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.

25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".

25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.

25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the

Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

29. Evaluation of Proposals

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

$$\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$

Rating the Financial Proposal (FP):

$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

Total Combined Score:

$$\begin{array}{r} (\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) \\ + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%}) \\ \hline \text{Total Combined and Final Rating of the Proposal} \end{array}$$

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

31. Responsiveness of Proposal

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be

established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for details)

34. Award Criteria

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary 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.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:
<http://www.undp.org/procurement/protest.shtml>

Instructions to Proposers

DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	UNDP Global Fund HIV Control Project
2		Title of Services/Work:	Community systems strengthening aimed at removing legal barriers to access HIV prevention and treatment services in the Republic of Tajikistan
3		Country / Region of Work Location:	Countrywide coverage
4	C.13	Language of the Proposal:	✓ Russian or English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	✓ Shall not be considered
6	C.20	Conditions for Submitting Alternative Proposals	✓ Shall not be considered
7	C.22	A pre-proposal conference will be held on:	June 21, 2016 3:00 PM at the following address: UNDP office, 39, Aini Street, Dushanbe, Tajikistan
8	C.21	Period of Proposal Validity commencing on the submission date	✓ 90 days
9	B.9.5 C.15.4 b)	Proposal Security	✓ Not Required
10	B.9.5	Acceptable forms of Proposal Security	✓ N/A
11	B.9.5 C.15.4 a)	Validity of Proposal Security	N/A

12		Advanced Payment upon signing of contract	<p>✓ Allowed</p> <p>The advance payment to civil society organizations of up to three months of program expenditures.</p>
13		Liquidated Damages	<p>✓ Will be imposed under the following conditions: Percentage of contract price per day of delay : 0.2% Max. no. of days of delay : 50 After which UNDP may terminate the contract.</p>
14	F.37	Performance Security	✓ Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	✓ United States Dollars (US\$)
16	B.10.1	Deadline for submitting requests for clarifications/questions	3 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ¹	<p>All requests for clarifications/questions should be sent to: Attention of Procurement Unit E-mail: procurement.tj@undp.org</p>
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<p>✓ Direct communication to prospective Proposers by email, and Posting on the website: www.tj.undp.org link Procurement (under referenced procurement notice)</p>
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	<p>Copies of the Proposals:</p> <p>(a) The Proposer shall prepare the Proposal in two parts: the Technical Proposal and the Financial Proposal. Below are number of copies to be submitted:</p> <ul style="list-style-type: none"> (i) One hard copy marked "Original Technical Proposal" (ii) One copy of a CD read-only media of the "Technical Proposal" to be placed in inner envelope of "Original Technical Proposal" (iii) One hard copy marked "Original Financial Proposal" (iv) One copy of a CD read-only media of the "Financial Proposal" to be placed in inner envelope of "Original Financial Proposal" <p>(b) In the event of any discrepancy between these copies, the hard copy marked "Original" shall govern.</p>

¹ 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 officially received.

20	D.23.1 D.23.2 D.24	Proposal Submission Address	Proposals should be submitted in the sealed envelope and deposited at the designated box at the entrance of the UNDP Office in Tajikistan at the following address: 39, Aini Street, Dushanbe, Tajikistan
21	C.21 D.24	Deadline of Submission	Date and Time : July 6, 2016 12:00 AM local time (+5 GMT)
22	D.23.2	Allowable Manner of Submitting Proposals	<ul style="list-style-type: none"> ✓ Courier/Hand Delivery ✓ Electronic submission of Bid*. <p>* Full set of PDF documents should be sent by email, see instructions below. However, the original Proposal security issued by reputable bank should be sent by post (e.g. DHL, UPS, Fedex etc.)</p>
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<ul style="list-style-type: none"> ✓ Official Address for e-submission: elbids.tj@undp.org ✓ Free from virus and corrupted files ✓ Format : PDF files only ✓ Password must not be provided to UNDP ✓ Max. File Size per transmission: 5 MB ✓ No. of copies to be transmitted : 1 ✓ Mandatory subject of email : see below instruction for details ✓ Virus Scanning Software to be Used prior to transmission: YES ✓ Time Zone to be Recognized: +5 GMT ✓ Other conditions: See below the instructions for electronic submissions <p>INSTRUCTION FOR ELECTRONIC SUBMISSION</p> <p>The Proposer may choose to submit their proposals by e-mail to elbids.tj@undp.org. In this case the Proposer shall send separate proposals for: 1) technical proposal; 2) financial proposal as separate attachments to the message(s). Having prepared the Proposal in paper formats as specified in Sections 4, 5, and 6 the entire Technical Proposal should be scanned or otherwise converted into one or more electronic .pdf (Adobe Acrobat) format files and attached to one or more E-mails. Same should be done for Section 7 – Financial Proposal.</p> <p>The Subject line of the E-mail(s) should state: <i>“Technical proposal for the 108-2016-RFP-UNDP-GF/HIV-AIDS – Community systems strengthening aimed at removing legal barriers to access HIV prevention and treatment services in the Republic of Tajikistan - DO NOT OPEN”</i>; and separate email <i>“Financial proposal for the 108-2016-RFP-UNDP-GF/HIV-AIDS – Community systems strengthening aimed at</i></p>

			<p>removing legal barriers to access HIV prevention and treatment services in the Republic of Tajikistan - DO NOT OPEN".</p> <p>To secure your financial offer please <u>SET-UP A PASSWORD</u> for the Financial Proposal which will be requested as follows:</p> <ul style="list-style-type: none"> The password for Financial Proposal will be requested from the Proposers if they are successful in the Technical Proposal evaluation. Only those who achieved the minimum score on the technical evaluation will be requested to provide the password to the financial proposals. <p>It is strongly suggested that Proposers make a note of the passwords and keep them in a safe place. If we are unable to open the file because of forgotten password(s) the proposal will be disqualified.</p> <p>PLEASE NOTE. The passwords should be provided within two business days from the requested date. Failure to provide the password within specified period will serve as a ground for disqualification of the proposal.</p> <p>Proposers may send as many e-mails as needed, however, the size of each e-mail should not exceed five megabytes (5 MB). As an e-mail can take some time to arrive after it is sent, we advise all Proposers to send e-mail submissions well before the deadline.</p> <p>Please be aware that bids e-mailed to UNDP will be rejected if they are received after the deadline for bid submission. When choosing to submit their proposals electronically, Proposers are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the proposal being rejected.</p> <p>PLEASE NOTE: Any proposal sent to the private email addresses of any procurement staff will not be accepted.</p>
24	D.23.1	Date, time and venue for opening of Proposals	Not applicable for public bid opening.
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<p>✓ Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively</p> <p>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 1000 points in the evaluation of the technical proposals</p>

26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<ul style="list-style-type: none"> ✓ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ✓ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ✓ Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation ✓ Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country ✓ Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder ✓ Certification or authorization to act as Agent in behalf of the Software developer, or Power of Attorney, if bidder is not a software developer Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 2 years ✓ All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. ✓ Certificates of key personnel to be engaged and reflected in proposal (such as trainers, accountant, etc.)
27		Other documents that may be Submitted to Establish Eligibility	✓ Any other documents deemed necessary to be presented to UNDP in support of their proposal.
28	C.15	Structure of the Technical Proposal (<i>only if different from the provision of Section 1250+</i>)	N/A
29	C.15.2	Latest Expected date for commencement of Contract	July, 2016
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	about 16 months
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	Bidders should refer to the Summary of Technical Proposal Evaluation Form as well as the Detailed Technical Evaluation Forms (three forms) in the next page which details the scoring criteria.

33	E.29.4	Post-Qualification Actions	<ul style="list-style-type: none"> ✓ Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; ✓ Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; ✓ Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; ✓ Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; ✓ Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
34		Conditions for Determining Contract Effectivity	✓ UNDP's receipt of Performance Bond
35		Other Information Related to the RFP ²	www.tj.undp.org www.undp.org link Procurement (procurement notices) www.ungm.org

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	30%	350
2.	Proposed Methodology, Approach and Implementation Plan	40%	450
3.	Management Structure and Key Personnel	30%	200
Total			1000

Community systems strengthening aimed at removing legal barriers to access HIV prevention and treatment services

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm/Organization		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	50
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> - financial stability (20) - partnership with the Governmental organizations (25) - age/size of the organization (15) - strength of project management support (25) 	100

² Where the information is available in the web, a URL for the information may simply be provided.

	<ul style="list-style-type: none"> - project financing capacity (0) - project management controls (15) 	
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills)	30
1.5	Relevance of: <ul style="list-style-type: none"> - Specialized Knowledge (50) - Experience on Similar Programme /Projects (70) - Experience on Projects in Regions (30) - Work for UNDP/ major multilateral/ or bilateral programmes (20) 	170
Total Part 1		350

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the Proposer understand the task?	50
2.2	Have the important aspects of the task been addressed in sufficient detail?	60
2.3	Are the different components of the project adequately weighted relative to one another?	40
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	20
2.5	Is the conceptual framework adopted appropriate for the task?	30
2.6	Is the scope of task well defined and does it correspond to the TOR?	150
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	100
Total Part 2		450

Technical Proposal Evaluation Form 3			Points Obtainable
Management Structure and Key Personnel			
3.1	Project Coordinator		60
	Sub-Score		
	General Qualification		60
	Suitability for the Project		
	- International Experience	0	
	- Training Experience	20	
	- Experience in networks and communications	10	
	- Professional Experience in the area of specialization	25	
	- Knowledge of the region	5	
	- Language Qualifications	0	
			65
3.2	Advocacy and Capacity Development specialist		60
	Sub-Score		
	General Qualification		60
	Suitability for the Project		
	- Experience in networks and communications	10	
	- Capacity Development and Training Experience	25	
	- Professional Experience in advocacy	20	

	- Knowledge of the Region	5		
	- Language Qualifications		0	
			55	
3.3	Legal experts			50
			Sub-Score	
	General Qualification		50	
	Suitability for the Project			
	- Professional Experience in advocacy	5		
	- Professional Experience in the area of legal documents review and analysis	15		
	- Relevant knowledge of the national and international legislation as well as basic human rights principles	15		
	- Training experience	15	0	
			40	
3.4	Experts on Social Mobilization			30
			Sub-Score	
	General Qualification		40	
	Suitability for the Project			
	- Experience in networks and communications	10		
	- Community mobilization experience	20		
	- Knowledge of the region	10		
	- Language Qualifications		0	
			40	
	Total Part 3			200

Section 3: Terms of Reference (TOR)

United Nations Development Programme (UNDP) in Tajikistan, within the framework of implementation of New Funding Mechanism of the Global Fund to Fight AIDS, TB and Malaria, announces the selection of a contractor – civil society organizations, including alliances and coalitions (hereinafter Bidder) - to perform the services essential for successful implementation of the project.

This activity will be implemented within the framework of UNDP programme: “Strengthening the supportive environment and scaling up prevention, treatment and care to contain HIV epidemic in Tajikistan”.

Name of the project: “Community systems strengthening aimed at removing legal barriers to access HIV prevention and treatment services in the Republic of Tajikistan”

Background:

The HIV project within the New Funding Mechanism of the Global Fund (NFM GF) was approved for the period October 2015 – December 2017. Project is aimed to ensure universal access to HIV-related services, as well as ensure prevention, care, treatment and support that enable PLWH to live a fulfilling life. The HIV project activities consists of 11 modules (objective), focusing on HIV prevention activities and harm reduction among key populations, including prison inmates; treatment, care and support for PLWH; TB prevention, prevention of mother-to-child HIV transmission, elimination of legal barriers in HIV area, improving the system of monitoring and evaluation through enhancing healthcare information system.

Tajikistan’s HIV epidemic is a concentrated epidemic among key affected population. As of October 2015, a total 7402 HIV cases have been reported in the country³. The vast majority of the reported HIV cases are men of the age group 15-39. In 48, 2% of the registered cases, HIV was transmitted through PWID (people who inject drugs), in 42, 8% - through sexual contact and 3, 1% from mother to child, whereas for 6.9% of other cases the transmission mode was not identified. The estimated adult HIV prevalence reached 0, 3%, as reported by UNAIDS Global AIDS Epidemic Report 2013. In 2013, the National AIDS center estimated (spectrum) 14 000 people living with HIV in the country. According to estimations of the National AIDS Center, as of 2014, the number of people who use drugs (PWID) in country was 23 100 people, number of commercial sex works (SWs) was 14100 and the estimated size of MSM comprised 13 400 people in the country.

Increased vulnerability and HIV incidence rate among PWID, SWs and MSM in the Republic of Tajikistan is indication of the lacking legal and social framework of the country. Progress is only possible upon strong political will and leadership to reach key populations, including people living with HIV, PWID, SWs and LGBT community. In the first place, this problem is the failure to comply with and uphold human rights, as these key populations are quite marginalized, stigmatized and, in some cases, prosecuted.

The existing legal framework in the country is not able to prevent gender-based discrimination. Legal barriers restrict advocacy, access to information and the freedom to choose the gender. Sex work is illegal in most countries in Central Asia (as well as in Tajikistan) and in accordance with the Administrative Code of Tajikistan, Sex work ("prostitution") is an administrative offense and shall entail liability under the law.

Advocacy efforts did not fully lead to the expected outputs. The presence of the legal framework is an important factor, but it is also important that laws and regulations are applied in practice. While public proclamation is that do not discriminate key populations, in reality, stigma and discrimination against people living with HIV and key populations are common in Tajikistan, particularly in such fields like access to education, employment, health and social services.

Particularly, stigma and discrimination against PLWH and other HIV-affected populations are still observed in such fields like education, employment, health and social services.

³ <http://www.nc-aids.tj/statistika.html>

Legal barriers restrict PWID, SWs and MSM to access essential services in the field of HIV prevention and treatment. Often these groups are subject to harassment and disrespectful treatment by law enforcement officials. Decriminalization, improvement of administrative norms and elimination of the unfair application of law and regulations toward key populations are essential to increase coverage of HIV prevention and treatment. Thus, the removal of legal barriers is a priority for the indicative financing in order to ensure effective coverage of key populations.

In addition to the existing legal barriers it is also essential to recognize the importance of the CSOs' role in promotion and protection of communities' interests. At the moment, due to limited capacity and experience, there are not many CSOs delivering HIV services and implementing measures related to legal aspects. The on-going activities in this field are fragmented, with no clear strategy and without continuous involvement of the competent bodies, both public and non-government (community) ones. Along with this there is a network of organizations implementing measures on access to justice, legal aid and legal reforms, but those projects are aimed at different target groups not associated with the HIV control programme.

In this regard, the country programme within the NMF GF has set a goal to strengthen community systems including strengthening institutional capacity of CSOs working in HIV area and delivering HIV services, as well as deliver trainings aimed at improving technical skills of such CSOs to protect the rights of key populations.

This ToR is aimed in implementing following interrelated NFM components:

- **Community system strengthening; and**
- **Removing legal barriers to access.**

This project aims to support CSOs which are already involved at NFM implementation, as well as to support and create initiative groups of PLWH and other key populations.

The project will support building institutional capacity of CSOs including strategic planning, financial and human resources managements, monitoring and evaluation (including monitoring of violations of the rights of key populations), the analysis of legal framework, training of law enforcement officials and other activities specified below. Involvement of experienced lawyers (or civil society organizations with expertise in legal reform programmes, access to justice, as well as experience in delivering training and providing legal aid) will play a certain role and complement activities of experts from key governmental agencies, thus strengthening the capacity of services providers in the field of legal literacy and acquiring basic skills to provide legal aid services to key populations in HIV area and implement other components within the module «elimination of legal barriers to access».

Main directions are as follows:

- Building institutional capacity of community-based organizations, initiative groups and service providers, including legal literacy and basic skills on rendering legal services in HIV area;
- Monitoring and documenting infringements of human rights, as well as legal aid services to target group of the project;
- Development of standardized communication materials on HIV prevention, legal protection and human rights for target groups of the project and their partners;
- Ensure legal and social support when appropriate, such as counseling on aspects related to cash support for children living with HIV, ID and other documents recovery and etc., whereas the need for such support is identified in course of project implementation.

Activities might be divided into several implementation phases, such as:

1. Preparatory phase:
 - a. Collection and analysis of data, needs assessment and building institutional capacity, including legal literacy and building basic skills for rendering legal aid;
 - b. Development of tools and relevant aids, guidelines and other documents to carry out activities envisaged by this ToR.
2. Actual implementation phase:
 - a. Carry out activities envisaged by this ToR;

MAIN GOAL:

1. Strengthening enabling environment aimed at improving access to HIV-related services for key populations in the Republic of Tajikistan.

The Project Implementation Period – 16 months (September 2016 – December 2017)

ACTIVITIES AND EXPECTED OUTPUTS BY END OF THE PROJECT

(Number and order of the modules and activities are specified in accordance with the NFM Project Document)

Module 8: Community systems strengthening**Intervention 8.1: Institutional capacity building planning and leadership development**

Proposed activity will support capacitating CSOs in the field of programme management, including financial management and human resources, as well monitoring and evaluation. Certain input will be achieved via involvement of experience lawyers in capacitating service providers' legal literacy, and training on basic skills related to legal aid in the field of HIV for key populations.

Activity: 8.1.1.(148-149): Support CSOs in building their capacity in the field of programme and financial management, M & E, as well as forecasting, storage and distribution of health items and drugs, including conduction of relevant trainings.

Deliverables:

- 3 (three) trainings on proposal writing and project implementation, M & E and reporting, including monitoring of violation of rights of key populations are delivered;
- 5 (five) trainings on strategic and operational planning are delivered.

Intervention 8.2: Social mobilization and building community linkages, collaboration and coordination

Intervention under this activity will make available grants to communities for launching the PLWH community initiatives. The CSOs will be an active player amongst other partner in implementation of activities during World AIDS and AIDS Memorial days and will also advocate for addressing key issues affecting the communities they represent. CSOs will get funding for organization of regular regional CSO meetings/workshops, as well as for organization of the national CSO conference in 2016.

Activity:

- 8.2.1. (151) Support CSOs through small grants to fund advocacy activities and engagement of CSOs in decision-making process at policy level aimed to strengthen enabling environment to fight HIV/AIDS;
- 8.2.2. (151) Provide small grants to communities for the advocacy towards increase on the national funding to fight against and contain HIV/AIDS epidemics;
- 8.2.3. (152) Support quarterly review meeting and planning for CSO and Government at SDPs (service delivery points);
- 8.2.5. (150) Support operation of the web portal for CSOs aimed at improving and facilitating actions aimed at coordination of activities and resource mobilization.

Deliverables:

- At least 8 (eight) small grants aimed at formation and development of PLWH and other key populations community initiatives are provided (disbursed);
- Advocacy activities aimed at increasing national funding for HIV are conducted;
- Coordination of CSOs activities with governmental partners is established.

Module 9: Removing legal barriers to access

Intervention 9.1: Training on rights for officials, health workers and law enforcement officers (militia)

Activities under this objective area will support anti-stigma and discrimination toward PLWH, uphold human rights and health care for all and capacity development on human rights and gender equity aspect of HIV in Tajikistan.

Activities:

9.1.1 (154) Develop guidelines, job aid and checklist for law enforcement staff to prevent violence against women and vulnerable groups, including PWIDs, SWs and MSM;

9.1.2 (155) Organize quarterly round table dialogue with representatives of law enforcement agencies to achieve high-level support for the development of programmes to prevent violence by law enforcement staff;

9.1.3 (156) Conduct series of trainings on HIV, prevention of violence against women and key population for law enforcement officials;

9.1.4 (157) Train staff of the women crisis centers on the issues related to HIV prevention, care and treatment to provide referral to HIV services;

9.1.5 (158) Conduct 4 (four) trainings for medical personnel, staff of friendly clinics and CSOs and other services providers on case management of the victims of violence (medical, legal, and referral to the existing social protection and service)

9.1.6 (159) Elaborate and disseminate materials (handbook) on existing services available within the framework of the National HIV Control Programme;

9.1.7 (161) Conduct 2 (two) trainings on “HIV and Human Rights” for judges and prosecutors;

9.1.8 (162) Organize workshop for national and sub-national Ombudsman offices and branches on human rights and HIV, with an eye for further interaction with communities.

Deliverables:

- Guidelines, job aid and checklist for law enforcement staff to prevent violence against women and vulnerable groups, including PWIDs, SWs and MSM are developed;
- Handbook on existing services within the framework of the National HIV Control Programme is developed;
- Organized quarterly round table dialogue with representatives of law enforcement agencies to achieve high-level support for the development of programmes to prevent violence by law enforcement staff
- 5 (five) trainings on HIV, prevention of violence against women and key population for law enforcement officials are delivered;
- 2 (two) trainings for staff of the women crisis centers on the issues related to HIV prevention, care and treatment to provide referral to HIV services are delivered;
- 4 (four) trainings for medical personnel, staff of friendly clinics and CSOs on case management of the victims of violence are delivered;
- 2 (two) trainings on “HIV and Human Rights” for judges and prosecutors are delivered;
- 4 (four) workshops for national and sub-national Ombudsman offices and branches on human rights and HIV, with an eye for further interaction with communities in the process of monitoring of violation of PLWH and other key population rights, are conducted.

Intervention 9.2: Legal and policy environment assessment and law reform

Activity:

9.2.1. Jointly with the key governmental stakeholders, including at least 2 members of the national parliament, conduct legal environment assessment in the field of HIV prevention, treatment and care among key populations;

9.2.2. (163) Conduct national round table to discuss results of legal environment assessment (LEA), define and agree further steps aimed at improving legal environment to implement HIV prevention and treatment programmes among key populations;

9.2.3. (164) Develop human rights guidelines on HIV for judges and law enforcement institutions;

9.2.4. (165, 151, and 158) Develop monitoring tools and reporting forms for HIV related human rights violations. Conduct (two) trainings for 25-30 staff of CSOs partnering with UNDP. Further coordination of CSOs activities related

to monitoring of human rights violation, as well as drafting, analysis and submission of quarterly and annual reports.

Deliverables:

- Personnel of the Ministry of Justice of the Republic of Tajikistan and at least two members of the national parliament are engaged in legal environment assessment;
- Based on the results of legal environment assessment further steps aimed at improving legal environment to implement HIV prevention and treatment programmes among key populations are defined and agreed;
- Human rights guidelines on HIV for judges and law enforcement institutions are developed;
- Monitoring tools and reporting forms for HIV related human rights violations are developed;
- At least two trainings for 30 staff of CSOs – partnering UNDP – on monitoring of violation of rights of target group of the project are delivered;
- Quarterly and annual reports with results of analysis of monitoring of violation of rights of target group of the project are submitted.

Intervention 9.3 Legal aid service and legal literacy

This objective area envisages legal education of PLWH and/or people affected by HIV, as well as ensuring access to justice via community workers (paralegals) or through legal aid programmes.

Activity:

- 9.3.1 Conduct situation analysis and develop guidelines and step-by-step practical aid on rendering legal services to target group of the project;
- 9.3.2 Conduct relevant trainings (two trainings) among 25-30 staff of CSOs – partnering UNDP – on rendering legal aid to target group of the project;
- 9.3.3. Development (and/or adaptation of existing materials) of the standard handout materials on HIV prevention legal aid and rights of PWIDs, SWs, MSM and their partners;
- 9.3.4. Provide continuous legal technical expert assistance to CSOs - partnering UNDP - involved in NFM implementation.

Deliverables:

- Guidelines and step-by-step practical aid on rendering legal services to target group of the project are developed;
- 2 trainings to relevant CSO staff on rendering legal services to target group of the project are delivered;
- IEC materials on HIV prevention, legal aid and rights of PWIDs, SWs, MSM and their partners are developed.

Equipment, materials and assets:

- ❖ Coalition, network or alliance must submit the list of disposables/materials required to carry out activities planned within given project (syringes, condoms, disinfecting agents, STIs drugs and etc.) with indication of preferred technical specifications. Disposable/materials will be procured by UNDP, final technical specification will be based on results of focus groups discussions and other studies aimed to find out target groups' preferences. Materials will be handed over to conduct project activities and on the basis of list submitted by the coalition, network or alliance. Expenses for the procurement of materials should not be included in the budget proposal.
- ❖ IEC materials (booklets, posters, brochures, guidelines and other printed materials) will be also supplied by UNDP. Contractor might also use IEC materials provided by other organizations or develop and use own materials to be agreed with sub-national or national AIDS center or the Republic Center for Healthy-Life Style. Expenses for the procurement of materials should not be included in the budget proposal.
- ❖ Implementing partner (contractor) has the right to submit a proposal for supply of any other equipment and furniture to be used for implementing project activities. Once and in case if proposal is approved all required equipment and furniture will be procured by UNDP and handed over to the Contractor for the effective project

period. Expenses for the procurement of equipment and furniture should not be included in the budget proposal.

Requirements for M & E of project related activities:

- ❖ Project must be aimed in achieving such **expected outputs** like achieving required coverage of the target group by project services, as well as improving knowledge of the target group upon project completion.
- ❖ Particular attention shall be paid to the interest of the target group in implementation of the proposed project proposal, for instance involvement of the target group representatives in implementation of some activities.

Reporting requirements:

- ❖ Coalition, network or alliance will be obliged to submit to UNDP periodical delivery (progress) and final reports on outputs, achievements and goals in accordance with the Work Plan.

Coalition, network or alliance will be obliged to submit to UNDP reports in a format acceptable by UNDP within the 15 (fifteen) days following each of the timeframe indicated by the Contract. Quarterly report shall reflect (i) financial activities during reporting period and indicators from the date when coalition, network or alliance started to implement activities to the date covering reporting period, and (ii) narrative of the achieved progress in the course of carried out activities and achieved results and goals. Coalition, network or alliance will be obliged to provide justifications in the report about all and any discrepancies among the planned and actually achieved results during the reporting period.

VALIDITY PERIOD OF OFFERS MUST BE AT LEAST 90 DAYS!

ПЛАН ТЕХНИЧЕСКОГО ЗАДАНИЯ (ТЗ)

Программа Развития Организации Объединенных Наций (ПРООН) в Таджикистане в рамках реализации Гранта Нового Механизма Финансирования Глобального Фонда по борьбе со СПИД, ТБ и малярией, объявляет конкурс на предоставление услуг, общественными объединениями включая, альянсы и коалиции (далее «Заявитель») для реализации проекта.

Данная деятельность будет реализоваться в рамках программы ПРООН “Усиление поддерживающей среды и расширения профилактики, лечения и ухода с целью сдерживания эпидемии ВИЧ/СПИД в Республике Таджикистан”.

Название проекта: «Усиление систем сообществ, для устранения правовых барьеров к доступу к услугам по профилактике и лечению ВИЧ в Республике Таджикистан»

Предыстория:

Проект в рамках Нового механизма финансирования Глобального Фонда (НМФ ГФ) был выделен стране в период с октября 2015 по 31 декабря 2017 года и направлен на обеспечение всеобщего доступа к услугам в области ВИЧ; обеспечение профилактики, ухода, лечения и поддержки, что позволит людям с ВИЧ жить полноценной жизнью. Деятельность проекта по ВИЧ состоит из 11 задач, направленных на такие направления как: предотвращение распространения ВИЧ и снижение вреда среди ключевых групп населения, в том числе заключенных; лечение, уход и поддержку ЛЖВ; профилактику туберкулеза; профилактику передачи ВИЧ от матери к ребенку; устранение правовых барьеров в области ВИЧ-инфекции; совершенствование системы мониторинга и оценки путем повышения качества информационной системы здравоохранения.

Эпидемия ВИЧ в Таджикистане находится на концентрированной стадии и распространена в основном, среди ключевых групп населения. По состоянию на октябрь 2015 года, в общей сложности в стране были зарегистрированы 7402 случаев ВИЧ-инфекции⁴. Подавляющее большинство зарегистрированных ВИЧ-инфицированных являются мужчины в возрастной группе 15-39. В 48,2% зарегистрированных случаев ВИЧ было среди ЛУИН (лица, употребляющих инъекционные наркотики), в 42,8% - через половой контакт и в 3,1% - от матери к ребенку, в то время как другие 6,9% путь передачи не был выявлен. Согласно Глобальный отчета по СПИДу ЮНЭЙДС 2013года распространенность ВИЧ среди взрослых составил 0,3%. В 2013 году Национальный центр СПИД оценил (СПЕКТРУМ) число людей, живущих с ВИЧ в стране в 14000 человек. По оценкам Национального центра СПИД 2014 года, число ЛУИН в стране было 23,100 человек, число работников коммерческого секса (РС) 14,100 человек, а оценочное число мужчин, практикующих секс с мужчинами (МСМ) – 13,400.

Повышенный рост уязвимости и заболеваемости ВИЧ среди ЛУИН, РКС и МСМ в Таджикистане, показывает недостаточность правовой и социальной базы в стране. Прогресс будет возможен только при наличии сильной политической воли и руководства чтобы охватить ключевые группы населения, включая людей, живущих с ВИЧ, ЛУИН, РКС, и ЛГБТ-сообщества. В первую очередь эта проблема заключается в несоблюдение прав человека, поскольку эти группы населения являются весьма маргинализированными, подвергаются стигматизации и даже в некоторых случаях привлекаются к уголовной ответственности.

Нынешняя законодательная база в стране не в состоянии предотвратить дискриминацию по признаку сексуальной ориентации. Правовые барьеры ограничивают адвокацию, доступ к информации и свободу в выборе пола. Секс-работа является незаконной в большинстве стран Центральной Азии, а также в Таджикистане и согласно административному кодексу Таджикистана, Секс-работа ("проституция") является административным правонарушением и влечет за собой ответственность перед законом.

Усилия по адвокации не полностью привели к ожидаемым результатам. Наличие правовой базы является важным фактором, но также важно, чтобы законы и нормативные акты применялись на практике. В то время как публично провозглашается не - дискриминировать ключевые группы населения, в реальности стигма и дискриминация в отношении ЛЖВ и ключевых групп часто встречаются в Таджикистане, в частности, в получение доступа к образованию, занятости, здравоохранения и социальных услуг.

⁴ <http://www.nc-aids.tj/statistika.html>

Особенно, факты стигмы и дискриминации в отношении ЛЖВ и ключевых групп населения, затронутых ВИЧ, в сфере образования, занятости, здравоохранения и социальных услуг все еще присутствуют в Таджикистане.

Правовые барьеры ограничивают ЛУИН, РКС и МСМ в получение доступа к необходимым услугам по профилактике и лечению ВИЧ-инфекции. Эти группы часто подвергаются преследованию и неуважительному обращению со стороны правоохранительных органов. Декриминализация, совершенствование административных норм и устранение несправедливого применения законов и правил в отношении этих ключевых групп населения необходимы для расширения охвата по профилактике и лечению. Таким образом, устранение правовых барьеров является приоритетным для индикативного финансирования с целью обеспечения эффективного охвата ключевых групп населения.

Наряду с существующими правовыми барьерами также необходимо признать важность роли общественных организаций в продвижении и защиты интересов сообществ. На данный момент в связи с ограниченными возможностями и опытом, в стране недостаточно ВИЧ сервисных ОО реализующих мероприятия по правовым аспектам. Существующая деятельность несет фрагментарный характер, без четкой стратегии и без постоянного вовлечения компетентных как государственных органов, так и представителей сообществ. Наряду с этим существует сеть организаций, реализующих мероприятия по доступу к правосудию, оказанию правовой помощи и реформам законодательства, но данные проекты направлены на другую целевую группу не связанной с программой по контролю ВИЧ.

В связи с этим страновая программа в рамках НМФ ГФ поставила перед собой задачу по усилению систем сообществ включая усилению институционального потенциала ВИЧ сервисных ОО и обучению техническим навыкам по защите прав ключевых групп населения.

Данное ТЗ направленно на осуществление следующих взаимосвязанных компонентов НМФ:

- **Укрепление систем сообществ; и**
- **Устранение правовых препятствий к доступу.**

Настоящий проект направлен на оказание содействия ОО уже вовлеченных в реализацию НМФ, а также поддержку и создание инициативных групп из числа ЛЖВ и ключевых групп населения.

Проект поддержит развитие институционального потенциала ОО включая, стратегическое планирование, управление финансовыми и человеческими ресурсами, мониторинг и оценку (включая мониторинг нарушения прав ключевых групп населения), анализ нормативно правовых актов, обучения представителей правоохранительных органов и т.п. мероприятия, указанные далее. Также определенную роль будет играть вовлечение опытных юристов (или общественные организации имеющие экспертизу в рамках программ по правовым реформам, доступу к правосудию, а также опыт в обучении и предоставлении правовой помощи) совместно со специалистами из ключевых государственных ведомств в укреплении потенциала провайдеров услуг в правовой грамотности и обучения минимальным навыкам в услугах ключевым группам населения по оказанию правовой помощи в аспектах ВИЧ и в реализации остальных компонентов в рамках модуля «устранение правовых препятствий к доступу».

Основные направления:

- Развитие организационного потенциала организаций сообществ, инициативных групп и провайдеров услуг включая правовой грамотности и минимальных навыков по оказанию правовой помощи в аспектах ВИЧ;
- мониторинг и документирование случаев нарушения прав человека, а также услуги по оказанию юридической помощи целевой группе проекта;
- Разработка стандартизированных информационных материалов по профилактике ВИЧ-инфекции, правовой защиты и прав человека, для целевой группы проекта и их половых партнеров;
- Обеспечение правовой и социальной поддержки в случае необходимости, таких, как консультации в получение финансовой помощи детям с ВИЧ со стороны служб социальной поддержки, восстановление документов и т.п. по необходимости, определенной в ходе реализации деятельности.

Мероприятия могут быть разбиты на несколько этапов реализации таких как:

3. Подготовительный:

- а. Сбор и анализ информации, оценка нужд и потребностей в развитии организационного потенциала включая правовой грамотности и минимальных навыков по оказанию правовой

- помощи;
 - б. Разработка инструментов и соответствующих пособий, руководств и других документов для проведения мероприятий предусмотренных настоящим ТЗ;
4. Внедрение:
- а. Выполнение мероприятий, предусмотренных настоящим ТЗ;

Основная задача.

1. Укрепление поддерживающей среды с целью улучшения доступа к услугам связанных с ВИЧ для ключевых групп населения в республике Таджикистан.

Период реализации проекта – 16 месяцев (сентябрь 2016– декабрь 2017 г)

МЕРОПРИЯТИЯ И ОЖИДАЕМЫЕ РЕЗУЛЬТАТЫ К КОНЦУ ПРОЕКТА.

(Нумерация и порядок модулей и мероприятий указаны в соответствии с проектным документом НМФ)

Модуль 8: Укрепление систем сообществ

Интервенция 8.1. Укрепление институционального потенциала, планирование и развитие лидерства

Предложенная деятельность поддержит развитие потенциала ОО в области управления программной деятельностью, включая управление финансовыми и человеческими ресурсами, мониторинг и оценку. Также определенную роль будет играть вовлечение опытных юристов в укреплении потенциала провайдеров услуг в правовой грамотности и обучения минимальным навыкам в оказании правовой помощи в аспектах ВИЧ ключевым группам населения

Деятельность: 8.1.1.(148-149): Оказать содействие ОО в построение потенциала в области программного и финансового управления, МИО, а также планированию, хранению и распределению медицинских товаров и лекарственных средств включая проведение тренингов

Ожидаемый результат:

- проведены три тренинга по разработке проектов и имплементации, МиО и отчетность включая мониторинг нарушения прав ключевых групп населения;
- проведены пять тренингов по стратегическому и операционному планированию;

Интервенция 8.2. Социальная мобилизация, установление связей внутри сообществ, сотрудничество и координация

Деятельность в рамках данного направления предоставит гранты с целью создания общинных инициатив ЛЖВ и сообществ ключевых групп населения. ОО будут играть активную роль среди других партнёров в реализации деятельности в течение всемирных дней борьбы с ВИЧ и СПИД и памяти умерших от СПИД, и будет также выступать в пользу решения основных вопросов, затрагивающих общины, которые они представляют. ОО получат финансирование для организации регулярных региональных встреч/семинаров ОО, а также для организации национальной конференции ОО в 2016 году.

Деятельность:

8.2.1. (151) Содействие ОО посредством предоставления малых грантов для мероприятий по адвокации и вовлечение в принятие решений на политическом уровне, с целью укрепления благоприятной среды в борьбе с ВИЧ и СПИД.

8.2.2. (151) Содействие ОО посредством предоставления малых грантов, в адвокации увеличения национального финансирования направленное на противодействие ВИЧ и СПИД

8.2.3. (152) Содействие в проведении ежеквартальных встреч по анализу и планированию деятельности ОО и Правительства в пунктах предоставления медицинских услуг

8.2.5. (150) Поддержка веб портала для улучшения и продвижения мероприятий по координации деятельности и мобилизации ресурсов

Ожидаемый результат:

- предоставлены не менее восьми грантов для создания и развития общинных инициатив ЛЖВ и сообществ ключевых групп населения;
- проведены мероприятия по адвокации увеличения национального финансирования;
- налажена координация деятельности ОО с государственными партнерами;

МОДУЛЬ 9: Устранение правовых препятствий к доступу

Интервенция 9.1. Обучение в области прав, государственных должностных лиц, работников здравоохранения и сотрудников правоохранительных органов

Мероприятия в рамках данного направления подразумевают поддержку деятельности направленных на анти-стигму и дискриминацию по отношению к ЛЖВ, защиты прав человека и доступ к здравоохранению всем и повышение потенциала в области прав человека и гендерного равенства в аспектах ВИЧ в Таджикистане.

Деятельность:

9.1.1 (154) Разработать руководство и практическое пособие со связью между насилием и ВИЧ, СПИД, и поддержкой жертв насилия для сотрудников правоохранительных органов, с целью предотвращения насилия по отношению к уязвимым группам населения включая ЛУИН, РС и МСМ;

9.1.2 (155) Организация ежеквартальных круглых столов с представителями правоохранительных органов для достижения поддержки на высоком уровне с целью разработки и внедрения программ по предотвращению насилия со стороны сотрудников правоохранительных органов

9.1.3 (156) Провести серию тренингов для сотрудников правоохранительных органов по профилактике ВИЧ, предотвращению насилия по отношению к женщинам и ключевым группам населения

9.1.4 (157) Обучить сотрудников существующих в стране кризисных центров для женщин по вопросам связанных с профилактикой ВИЧ и перенаправления в профильные организации предоставляющих услуги по профилактике ВИЧ, лечению и уход.

9.1.5 (158) Провести четыре тренинга для медицинских и сотрудников дружественных кабинетов и ОО по социальному сопровождению жертв насилия (перенаправление для получения медицинских, юридических и другие существующие услуги по социальной защите)

9.1.6 (159) Разработать и распространить материалы (справочник) о существующих услугах в рамках национальной программы по контролю ВИЧ

9.1.7 (161) Провести два тренинга «ВИЧ и права человека» для судей и сотрудников прокуратур;

9.1.8 (162) Организовать рабочую встречу для представительств и филиалов национальных и местных омбудсменов в сфере прав человека и ВИЧ и дальнейшего взаимодействия с ОО

Ожидаемый результат:

- Разработать руководство и практическое пособие для сотрудников правоохранительных органов, с целью предотвращения насилия по отношению к уязвимым группам населения включая ЛУИН, РС и МСМ;
- Разработан справочник о существующих услугах в рамках национальной программы по контролю ВИЧ;
- Организация ежеквартальных круглых столов с представителями правоохранительных органов для достижения поддержки на высоком уровне с целью разработки и внедрения программ по предотвращению насилия со стороны сотрудников правоохранительных органов
- Проведены пять тренингов для сотрудников правоохранительных органов по профилактике ВИЧ, предотвращению насилия по отношению к женщинам и ключевым группам населения;
- Проведены два тренинга для сотрудников существующих в стране кризисных центров для женщин по вопросам связанных с профилактикой ВИЧ и перенаправления в профильные организации предоставляющих услуги по профилактике ВИЧ, лечению и уход;
- Проведены четыре тренинга для медицинских и сотрудников дружественных кабинетов и ОО по

социальному сопровождению жертв насилия;

- Проведены два тренинга ВИЧ и права человека для судей и сотрудников прокуратур;
- Проведены четыре рабочих встреч с представительствами и филиалами национальных и местных омбудсменов для обсуждения вопросов в сфере прав человека и ВИЧ и возможного взаимодействия в процессе мониторинга нарушений прав ЛВЖ и ключевых групп населения;

Интервенция 9.2. Оценка правовой и политической среды и реформирование законодательства

Деятельность:

9.2.1. Совместно с сотрудниками из ключевых государственных ведомств и с привлечением не менее двух представителей парламентария страны и провести оценку правовой среды (ОПС) в области профилактики ВИЧ, лечения и ухода среди ключевых групп населения

9.2.2. (163) Провести национальный круглый стол для обсуждения результатов ОПС, определения и согласования дальнейших шагов с целью улучшения правовой среды для имплементации программ по профилактике и лечению ВИЧ среди ключевых групп населения;

9.2.3. (164) Разработать руководство по правам человека в сфере ВИЧ для судей и сотрудников правоохранительных ведомств

9.2.4. (165, 151, 158) Разработать инструменты для мониторинга нарушения прав человека связанных с ВИЧ, и разработка соответствующих отчетных форм и провести соответствующее обучение (два тренинга) среди 25-30 сотрудников ОО партнеров ПРООН. Дальнейшая координация ОО в проведении мониторинга нарушения прав человека, сбор, анализ и предоставление ежеквартальных и годовых отчетов на основании собранных данных;

Ожидаемый результат:

- В оценку правовой среды (ОПС) привлечены сотрудники Министерства юстиции Республики Таджикистан и не менее двух представителей парламентария страны;

- на основании проведенной ОПС определены и согласованы дальнейшие шаги, направленные на улучшение правовой среды для выполнения программ по профилактике и лечению ВИЧ среди ключевых групп населения;

- разработано руководство по правам человека в сфере ВИЧ для судей и правоохранительных ведомств;

- разработаны инструменты и отчетные формы для мониторинга нарушения прав;

- проведены не менее двух тренингов для сотрудников ОО партнеров ПРООН по мониторингу нарушения прав целевой группы проекта;

- предоставлены ежеквартальные и годовые отчеты с результатами анализа мониторинга нарушения прав целевой группы проекта;

Интервенция 9.3. Услуги по предоставлению правовой помощи и правовая грамотность

Данное направление подразумевает правовое обучение людей, живущих с заболеванием и/или затронутых им. Обеспечение доступа к правосудию с помощью общинных работников по юридическим вопросам или программ оказания юридической помощи.

Деятельность:

9.3.1 Провести анализ ситуации и разработать руководство и пошаговое практическое пособие по оказанию правовой помощи целевой группе проекта;

9.3.2 Провести соответствующее обучение (два тренинга) среди 25-30 сотрудников ОО партнеров ПРООН по оказанию правовой помощи целевой группе проекта;

9.3.3. Разработка (и/или адаптация существующих материалов) стандартного раздаточного материала по профилактике ВИЧ, правовой поддержке и правам ЛУИН, РС, МСМ и их партнеров

9.3.4. Оказание постоянной правовой экспертно-технической помощи ОО партнеров ПРООН вовлеченных в реализацию НМФ

Ожидаемый результат:

- Разработано руководство и пошаговое практическое пособие по оказанию правовой помощи целевой группе проекта;

- Проведены два тренинга для обучения соответствующих сотрудников ОО по оказанию правовой помощи

целевой группе проекта;

- Разработаны информационные материалы по профилактике ВИЧ, правовой поддержке и правам ЛУИН, РС, МСМ и их партнеров

Оборудование и материалы:

- ❖ Альянс, коалиция или сеть организаций должен предоставить список потребностей в расходных материалах для проведения деятельности в рамках данного проекта (шприцы, презервативы, дезинфицирующие средства, медикаменты для лечения ИППП и прочие) с указанием предпочтительных технических характеристик. Материалы будут закупаться ПРООН, окончательные технические характеристики будут определяться по результатам фокус-групп и других исследований предпочтений целевой группы. Материалы будут передаваться для выполнения деятельности по проекту на основании представленных потребностей организации. Расходы на приобретение материалов не должны включаться в бюджет заявки.
- ❖ Информационно-образовательные материалы (буклеты, плакаты, брошюры, руководства и прочая печатная продукция) также будут обеспечены со стороны ПРООН. Организация может также использовать ИОК материалы, предоставляемые другими организациями или разрабатывать и использовать свои материалы при условии их предварительного одобрения со стороны областного или Республиканского центра СПИД или РЦ ФЗОЖ. Расходы на разработку и распечатку ИОК материалов не должны включаться в бюджет заявки.
- ❖ Исполнитель имеет право представить заявку на предоставление другого оборудования и мебели для использования в рамках проектной деятельности. В случае одобрения заявки, необходимое оборудование и мебель будут закуплены ПРООН и предоставлены организации на срок действия проекта. Расходы на приобретение оборудования и мебели не должны включаться в бюджет заявки.

Требования к Мониторингу и Оценке проектной деятельности:

- ❖ Проекты должны быть направлены на достижение таких **ожидаемых результатов** как достижение необходимого охвата целевой группы услугами проекта, повышение уровня знаний целевой группы по завершению проекта.
- ❖ Особо следует обратить внимание на заинтересованность самой целевой группы в реализации предложенного проектного предложения, например, вовлечение представителей целевой группы в реализацию некоторых мероприятий.

Требования к Отчётности

- ❖ Коалиция, сеть или альянс обязуется предоставлять ПРООН периодические отчеты по ходу выполнения работ и завершения деятельности по результатам, достижениям и целям, в соответствии с Рабочим Планом.

Коалиция, альянс или сеть обязуется предоставить в ПРООН отчёт по форме и содержанию приемлемым для ПРООН, в течение пятнадцати (15) дней по окончании каждого из периодов времени, приведенных в контракте. Квартальный отчет должен отражать (i) финансовую деятельность в течение отчетного квартала и показатели, с даты начала выполнения деятельности коалиции, альянса или сети, и до окончания подотчетного периода, и (ii) описание достигнутого прогресса в ходе Деятельности и достигнутых результатов, и поставленных целей. Коалиция, альянс или сеть обязана предоставить пояснения в отчете по всем расхождениям между плановыми и реально достигнутыми показателями за отчетный период.

СРОК ДЕЙСТВИЯ ПРЕДЛОЖЕНИЯ ДОЛЖЕН БЫТЬ НЕ МЕНЕЕ 90 ДНЕЙ!

Критерия оценки

Обзорная Форма Технического Предложения		%	Балл
1.	Опыт Компании/Организации	30%	350
2.	Предлагаемая методология, подход и план осуществления	40%	450
3.	Структура Управления и Основной Персонал	30%	200
Итого			1000

Укрепление системы общин, направленных на устранение юридических барьеров для доступа к услугам по профилактике и лечению ВИЧ-инфекции

Оценка технического предложения Форма 1		Балл
Опыт фирмы / организации		
1.1	Деловая репутация организации и персонала / доверие / надежность / положение в сфере деятельности	50
1.2	Общий организационный потенциал, который может повлиять на реализацию - Финансовая стабильность (20) - Сотрудничество с правительственными организациями (25) - Возраст / размер организации (15) - Потенциал в поддержке проектного управления (25) - Объем проектного финансирования (0) - контроль за управлению проектом (15)	100
1.3	Объем работы которая будет передаваться субподрядчикам (работа с субподрядчиком несет дополнительные риски, которые могут повлиять на реализацию проектов, но если это правильно сделать то можно получить доступ к специализированным навыкам)	30
1.5	Соответствие: - Специализированное знание (50) - Опыт работы над аналогичными программами / проектами (70) - Опыт работы по проектам в регионах (30) - Работа с ПРООН / многосторонние / или двусторонние программами(20)	170
Итого Часть 1		350

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Оценка технического предложения Форма 2		Балл
Предлагаемая методология, подход и план осуществления		
2.1	В какой степени Заявитель понимает задачу?	50
2.2	Были ли подробно описаны важные аспекты задания?	60
2.3	Адекватно ли взвешены различные компоненты проекта по отношению друг к другу?	40
2.4	Были ли использованы данные опроса проектной среды, должным образом, в подготовке предложения?	20
2.5	Была ли адаптирована концепция для выполнения деятельности должным образом?	30
2.6	Как четко определены объем задач и соответствует ли они ТЗ?	150
2.7	Насколько описаны задачи и мероприятия понятны, последовательны, обоснованы, реалистично и эффективны для выполнения проекта?	100
Итого Часть 2		450

Оценка технического предложения Форма 3			Points Obtainable
Структура управления и основной персонал			
3.1	Координатор проекта		60
		Промежуточн ый балл	
	Общая квалификация		60
	Соответствие проекта		
	- Международный опыт	0	
	- Training Experience	20	
	- Опыт в сфере связи и коммуникации	10	
	- Профессиональный опыт в данной области	25	
	- Знание местности	5	
	- Знание языков	0	
		65	
3.2	Адвокация и развитие потенциала специалистов		60
		Промежуточн ый балл	
	Общая квалификация		60
	Соответствие проекта		
	- Опыт в сфере связи и коммуникации	10	
	- Опыт в сфере развитие потенциала и проведение тренингов	25	
	- Профессиональный опыт в сфере адвокации	20	
	- Знание местности	5	
	- Знание языка	0	
		55	
3.3	Юристы /эксперты в области права		50
		Промежуточн ый балл	
	Общие квалификации		50
	Соответствие проекта		
	- Опыт в сфере связи и коммуникации	5	

	- Профессиональный опыт в области обзора и анализа нормативно – правовых актов	15		
	Соответствующее знание национального международного законодательство а также универсальных принципов прав человека.	15		
	- Training experience Опыт в проведение тренингов	15	0	
			40	
3.4	Эксперт по мобилизации общин			30
			Промежуточн ый балл	
	Общие квалификации		40	
	Соответствие проекта			
	- Опыт по налаживанию связи и коммуникации	10		
	- Опыт в мобилизации общин	20		
	- Знание региона	10		
	- Знание языка		0	
			40	
	Итого Часть 3			200

Section 4: Proposal Submission Form⁵

[insert: Location]

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] [insert: title of services] [insert: title of services] [insert: title of services] [insert: title of services] in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for [insert: period of validity as indicated in Data Sheet].

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

⁵ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details : _____

[please mark this letter with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form⁶

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

⁶ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Joint Venture Partner Information Form (if Registered)⁷

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

⁷ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Section 6: Technical Proposal Form (See the Annex 5)

Section 7: Financial Proposal Form (see the Annex 6)

Section 8: UNDP

GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

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

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek

such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions

on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 SECURITY:

23.1 The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

23.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its

full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.