



## REQUEST FOR PROPOSAL (RFP) (For Low-Valued Services)

NAME & ADDRESS OF FIRM: All interested and potential companies	DATE: September 7, 2016
	REFERENCE: RFP/006/16: Development of Capacity Building Programme

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Development of Capacity Building Programme**.

Please be guided by the form attached hereto as Annex 1, in preparing your Proposal.

Proposals may be submitted on or before **September 28, 6:00 pm local time (GMT+5)** via email, courier mail or fax to the address below:

**United Nations Development Programme  
Republic of Uzbekistan 41/3 Mirobod Street, Tashkent 100015  
Tel: + 998 71 120-34-50, 120-61-67;  
Fax: + 998 71 120-34-85  
Procurement Unit, UNDP Uzbekistan**

**The address for submitting proposals by e-mail: [bids.uz@undp.org](mailto:bids.uz@undp.org)**

Your Proposal must be expressed in the English or Russian language and valid for a minimum period of ninety (90) days after the date of Proposal submission.

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

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

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

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

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

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

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

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,  
**Procurement Unit, UNDP Uzbekistan**  
9/7/2016

## Description of Requirements

Context of the Requirement	Technical Capacity Building component of the Programme on “Sustainable Management of Water Resources in rural areas in Uzbekistan”
Implementing Partner of UNDP	Ministry of Agriculture and Water Resources of the Republic of Uzbekistan
Brief Description of the Required Services <sup>1</sup>	<p>The required services (scope of work) include a full analysis of existing capacities of national entities responsible for training provision based on a baseline assessment. The baseline assessment will involve detailed research and fact-finding activities related to training on irrigation, melioration and agriculture. The entities are institutions such as educational establishments, research and training centers and extension service agencies providing technical trainings on water resources management and agriculture. The baseline assessments and analysis at all levels as described below shall include gender analysis: the different needs of women and men with specific attention to enhancing the role of women. The results of baseline assessment will be mapped and compiled for analysis and development of training programs. This includes but is not limited to the collection and analysis of:</p> <ul style="list-style-type: none"> <li>• <b>Baseline assessment of existing and past training modules and tools, fine-tuning and compilation into one single package as well as curriculum of educational institutions.</b> The international organizations and national institutions have developed a series of training materials, modules and curriculum during the recent decenniums. As a first step, it is necessary to collect the plethora of available training modules, tools and curriculum, documents, training methodologies, approaches and evaluation materials, which should be processed in order to define the scope of subjects, structures, schedules, methodologies and achieved results. The study will be conducted based on primary data collection through bilateral and multiparty meetings, focus group discussions and roundtables with entities providing technical trainings and potential trainees, as well as desk review of secondary data.</li> <li>• <b>Capacity and needs assessment of institutions responsible for training provision.</b> Within the activity all entities in charge of training provision will be identified, their capacity will be studied and assessed to define further needs with attention to women-trainers. Following institutions have been preliminarily identified for a comprehensive review of their existing capacities on training provision: TIIM, Tashkent Agrarian University, SRIIWP (former SANIRI) under TIIM, and Training center under TIIM as well as universities and professional colleges located in Fergana, Syrdarya, Samarkand, Kashkadarya, Surkhandarya and Khorezm regions. Other national organizations such as Council of Farmers, Agricultural Service Centers, BISAs and WCAs shall be also considered for capacity and needs assessment as potential training providers</li> </ul>

<sup>1</sup> A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

	<p>who may provide technical trainings. The capacity and needs assessment will help identify prospective partners for further experience sharing and transfer of knowledge, to develop locally adopted and most appropriate capacity building program. Based on results of capacity and needs assessment identify methodological, technology and equipment needs of training providers, which could include software, office equipment and furniture, communication and multimedia devices and establishment of training facilities.</p> <p>Assess education and training for increasing capacities college/lyceums female students on their confidence to take an education in water management and environmental science; Assess training needs for increasing women's as well as female water professionals' participation in water management as well as develop recommendations which will included in the capacity development program.</p>
List and Description of Expected Outputs to be Delivered	<ol style="list-style-type: none"> <li>1. Developed detailed methodology of assessment, working plan including all activities and tasks of this assignment. Reference will be made to UNDP Capacity Assessment Methodology, as well as similar EU-based methodologies (see Part 2 of the TOR).</li> <li>2. Draft of the detailed Report. This report will contain the preliminary results of reviewing of existing and past training modules, tools and curricula as well as capacities and needs of institutions responsible for training provision. Organization and conduct of a national level workshop<sup>2</sup> to discuss the draft of assessment report with participation of all stakeholders. Final detailed Report. This report should be prepared based on feedback and input from the workshops, agencies and Project Management Office (see Section 5 of the TOR).</li> <li>3. Draft capacity building program. This program will be prepared based on baseline assessment of past and existing training modules, tools and curricula. Organisation and conduct of a national level workshop to discuss the draft of capacity building program with participation of all stakeholders. Final capacity building program based on feedback and input from workshop, agencies and Project Management Office (see Section 5 of the TOR).</li> </ol>
Person to Supervise the Work/Performance of the Service Provider	Team Leader of the contractor
Frequency of Reporting	As per TOR
Progress Reporting Requirements	See section 5 of the TOR
Location of work	<input checked="" type="checkbox"/> Tashkent, Tashkent Institute of Irrigation and Melioration (TIIM), Tashkent State Agrarian University, relevant educational Institutions in Fergana, Syrdarya, Samarkand, Kashkadarya, Surkhandarya and Khorezm regions of Uzbekistan

<sup>2</sup> Cost for the workshop will be covered by the project. The project will also assist the Contractor in inviting the participants.

	<input type="checkbox"/> At Contractor's Location				
Expected duration of work	233 calendar days				
Target start date	During 5 calendar days upon signing of contract by both parties				
Latest completion date	233 calendar days (from the date of signing a contract by both parties)				
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required				
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required				
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency				
Value Added Tax on Price Proposal <sup>3</sup>	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes				
Validity Period of Proposals ( <i>Counting for the last day of submission of quotes</i> )	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.				
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted				
Payment Terms <sup>4</sup>	<table border="1"> <tr> <td colspan="2"><b>For local companies registered in Uzbekistan:</b></td></tr> <tr> <td>Payment will be made by 15% prepayment by bank transfer to the account of vendor, and 5% of the contract value at the completion of output 1 and 35% on completion of</td> <td>5% payment is made within thirty (30) days from the date the following terms are completed: a) A written document of acceptance by UNDP of Output 1 and</td></tr> </table>	<b>For local companies registered in Uzbekistan:</b>		Payment will be made by 15% prepayment by bank transfer to the account of vendor, and 5% of the contract value at the completion of output 1 and 35% on completion of	5% payment is made within thirty (30) days from the date the following terms are completed: a) A written document of acceptance by UNDP of Output 1 and
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<sup>3</sup> VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

<sup>4</sup> UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider. For foreign Companies: Contracts with amount in USD will be paid 100% upon acceptance by UNDP each milestone and signing interim certificate of acceptance by both parties.

For local Companies: i) Contracts in Uzbek soums will be paid by 15% advance payment and interim payments after acceptance by UNDP each milestones and signing certificate of acceptance by both parties; ii) Contracts with amount in USD will be paid 15% advance payment and interim payments at CB of Uzbekistan rate on the date of payment upon acceptance by UNDP each milestone and signing interim certificate of acceptance by both parties.

	<p>output 2, and 45% of payment upon performance of the entire scope of work in accordance with technical specifications and acceptance by UNDP. Payment will be made in the currency of the proposal.</p>	<p>b) Receiving of the invoice for payment of Vendor.</p> <p>35% payment is made within thirty (30) days from the date the following terms are completed: a) A written document of acceptance by UNDP of Output 2; and b) Receiving of the invoice for payment of Vendor.</p> <p>45% payment is made within thirty (30) days from the date the following conditions are completed: a) A written document on the admission of acceptance by UNDP of Output 3; b) Receiving of the invoice for payment of Vendor.</p>														
	<b>For foreign companies with a legal address and bank account outside Uzbekistan</b>															
	<p>100% payment will be made from the date the following terms are completed: a) A written document of acceptance by UNDP of Outputs 1, 2; 3; b) Receiving of the invoice for payment of Vendor. c) The signing by the parties of documents confirming the completion of the contractual obligations and the adoption of UNDP.</p>															
	<table><tr><th>Outputs</th><th>Percentage</th><th>Timing</th><th>Condition for Payment Release</th></tr><tr><td>#1</td><td>5% (except prepayment)</td><td>30 calendar days from the contract date, upon successful completion of output 1</td><td rowspan="3">Within thirty (30) days from the date of meeting the following conditions: a) UNDP’s written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.</td></tr><tr><td>#2</td><td>35% (except prepayment)</td><td>60 calendar days from the contract date, upon successful completion of output 2</td></tr><tr><td>#3</td><td>45%(except prepayment)</td><td>Upon successful performance of the entire scope of work in accordance with technical specifications and acceptance by UNDP.</td></tr></table>			Outputs	Percentage	Timing	Condition for Payment Release	#1	5% (except prepayment)	30 calendar days from the contract date, upon successful completion of output 1	Within thirty (30) days from the date of meeting the following conditions: a) UNDP’s written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	#2	35% (except prepayment)	60 calendar days from the contract date, upon successful completion of output 2	#3	45%(except prepayment)
Outputs	Percentage	Timing	Condition for Payment Release													
#1	5% (except prepayment)	30 calendar days from the contract date, upon successful completion of output 1	Within thirty (30) days from the date of meeting the following conditions: a) UNDP’s written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.													
#2	35% (except prepayment)	60 calendar days from the contract date, upon successful completion of output 2														
#3	45%(except prepayment)	Upon successful performance of the entire scope of work in accordance with technical specifications and acceptance by UNDP.														
Person(s) to review/inspect/ approve		Project Manager														

outputs/completed services and authorize the disbursement of payment																	
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <sup>5</sup> <i>(if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)</i> <input type="checkbox"/> Other Type of Contract <i>[pls. specify]</i>																
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.																
Criteria for the Assessment of Proposal	<p><b>Technical Proposal (70%)</b></p> <input checked="" type="checkbox"/> Expertise of the Firm 28.5% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 43% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 28.5% <p><b>Financial Proposal (30%)</b></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p> <p><b>Technical Proposal with a maximum score of 700</b></p> <table border="1"> <thead> <tr> <th>#</th> <th>Technical Proposal Evaluation</th> <th>%</th> <th>Obtained points</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Competence / experience of the company</td> <td>28.5%</td> <td>200</td> </tr> <tr> <td>2</td> <td>Methodology - the proposed approach and action plan / activities</td> <td>43%</td> <td>300</td> </tr> <tr> <td>3</td> <td>The management structure and key personnel</td> <td>28.5%</td> <td>200</td> </tr> </tbody> </table> <p>Proposals that do not achieve a minimum score of 70% (490 points) will be considered technically non-compliant and will be jettisoned from further evaluation.</p> <p>Technical proposals shall be scored based on the following formula:</p> <p><math>Tts = \text{Maximum Obtainable Score} \times (TSP/MS)</math></p> <p>Where</p>	#	Technical Proposal Evaluation	%	Obtained points	1	Competence / experience of the company	28.5%	200	2	Methodology - the proposed approach and action plan / activities	43%	300	3	The management structure and key personnel	28.5%	200
#	Technical Proposal Evaluation	%	Obtained points														
1	Competence / experience of the company	28.5%	200														
2	Methodology - the proposed approach and action plan / activities	43%	300														
3	The management structure and key personnel	28.5%	200														

<sup>5</sup> Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

	<p>Tts – technical score obtained</p> <p>TSP – Total score obtained by the proposer</p> <p>MS – Maximum obtainable score for Technical Proposal.</p> <p>Financial Proposal with maximum obtainable score 300</p> <p>To be performed in the following way: the lowest price among all technically qualified Proposers shall obtain maximum financial score 300. The other Proposers shall be scored based on the following formula:</p> <p><math>Tfs = \text{Maximum Obtainable Score} \times (\text{Flowest} / Fx)</math></p> <p>where:</p> <p>Tfs – financial score for the Proposer being evaluated</p> <p>Fx– financial offer of the Proposer being evaluated</p> <p>Flowest– lowest financial offer</p> <p>The contract shall be awarded to the Proposer who shall obtain the highest cumulative score for the Technical and Financial Proposal. The following formula shall be applied for calculation:</p> <p><math>Ts = Tts \times .07 + Tfs \times 0.3</math></p> <p>where:</p> <p>Ts – cumulative score</p> <p>Tts – technical score obtained</p> <p>Tfs – financial score obtained</p>
UNDP will award the contract to:	<p><input checked="" type="checkbox"/> One and only one Service Provider</p> <p><input type="checkbox"/> One or more Service Providers, depending on the following factors: <i>[Clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Service Providers]</i></p>
Annexes to this RFP <sup>6</sup>	<p><input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3)<sup>7</sup></p> <p><input checked="" type="checkbox"/> Detailed TOR <i>[optional if this form has been accomplished comprehensively]</i></p> <p><input type="checkbox"/> Others<sup>8</sup> <i>[pls. specify]</i></p>

<sup>6</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>7</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<sup>8</sup> A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.



Documents to be submitted	<input checked="" type="checkbox"/> Duly filled in Form as provided in Annex 1, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Latest Business Registration Certificate and License; <input checked="" type="checkbox"/> Copy of the page from company's Charter where the information on company founders is provided; <input checked="" type="checkbox"/> Declaration of owners' interest in other companies; <input checked="" type="checkbox"/> List of the clients whom the company provided similar services for the last 3 years; <input checked="" type="checkbox"/> Financial statements for the last 2 years verified by independent third party such as national tax authority, auditors or similar as may be applicable; <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; <input checked="" type="checkbox"/> Resumes and declaration of availability of involved specialists during contract implementation period
Eligibility Criteria	<input checked="" type="checkbox"/> At least 3 contracts for supply of similar services successfully performed in the last 3 years. <input checked="" type="checkbox"/> Demonstrated availability of a permanent office reachable via landline telephone and permanent staff of at least 5 persons <input checked="" type="checkbox"/> Sound financial position: liquidity ratio value at least 1 in the last 2 years
Contact Person for Inquiries (Written inquiries only) <sup>9</sup>	<p><i>Procurement Unit</i>  +998 71 1203485/ <a href="mailto:pu.uz@undp.org">pu.uz@undp.org</a></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

<sup>9</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Other Information (other requirements)	<p>Offers submitted by two (2) or more Offerors shall all be rejected if they are found to have <u>any</u> of the following :</p> <ul style="list-style-type: none"> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this RFQ;</li> <li>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</li> <li>e) influence on the Offer of, another Offerer regarding this RFQ process;</li> <li>f) they are subcontractors to each other's Offer, or a subcontractor to one Offer also submits another Proposal under its name as lead Offerer; or an expert proposed to be in the team of one Offerer participates in more than one Offer received for this RFP process. This condition does not apply to subcontractors being included in more than one Offer.</li> </ul>
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## Evaluation of Proposals

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.

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 **RFP**. 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 **RFP**. Absolutely no changes may be made by UNDP in the criteria; sub-criteria and point system indicated in the **RFP** after all Proposals have been received.

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

**Form 1:** Expertise of the Company

**Form 2:** Methodology -Proposed Work Plan and Approach

**Form 3:** Management Structure and Key Personnel

Technical Proposal Evaluation Form 1		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of the Company							
1.1	Reputation of Organization and Staff (Competence / Reliability): -Successful work experience more than 3 years -Availability of the corresponding staff to carry out the required works and legal documents - More than two similar works carried out by the Applicant for the last 3 years	30 20 20					
1.2	Technical capacity: - Structure of company - Scheme of the services required - Perform the entire scope of work on their own, without the involving sub-contractors or experts	60 50 20					
Total Part 1		200					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Methodology – Proposed Work Plan and Approach							
2.1	Is the scope of task well defined and does it correspond to the TOR?	120					
2.2	To what degree does the Proposer understand the task?	90					
2.3	Is the conceptual framework adopted appropriate for the task?	90					
Total Part 2		300					

Technical Proposal Evaluation Form 3		Points Obtain able	Company / Other Entity				
			A	B	C	D	E
Management Structure and Key Personnel							
3.1	<b>Team Leader/Education and training Specialist (experience in pedagogy and curricula development)</b>						
	University degree in Education, preferably in Water sector or Capacity development;  Must have at least 5 years of experience of conducting baseline assessment, preparation of training modules, knowledge of preparation of curricula in water sector;  <ul style="list-style-type: none"> <li>Experiences in project management, implementation and program development;</li> <li>Good working knowledge of modern telecommunication systems, IT-know-how (MS Office, Access or other database program);</li> <li>Language skills: Russian and Uzbek, working knowledge of English.</li> </ul>	50					
	Sub Total		50				
3.2	<b>Water management and operation &amp; maintenance Specialist:</b>						
	<ul style="list-style-type: none"> <li>University degree in Agricultural Sciences, Water resources management, natural resource management, environmental management etc.;</li> <li>Must have at least 5 years of working experience in water management system;</li> <li>Good knowledge of: national water management system; technical issues of water management: water planning, water distribution issues, O&amp;M procedures, water accounting, etc.;</li> <li>Good working knowledge of modern telecommunication systems, IT-know-how (MS Office, Access or other database program);</li> <li>Language skills: Russian and Uzbek.</li> </ul>	40					
	Sub Total		40				
3.3	<b>Social development Specialist:</b>						

	<ul style="list-style-type: none"> <li>• University degree in Social or Natural Science;</li> <li>• Must have at least 5 years of working experience in conducting social survey and baseline assessment;</li> <li>• Ability to analyze and assess the results of social survey;</li> <li>• Good working knowledge of modern telecommunication systems, IT-know-how (MS Office, Access or other database program);</li> <li>• Language skills: Russian and Uzbek.</li> </ul>	20					
	Sub Total	20					
3.4	<b>Gender Specialist:</b>						
	<ul style="list-style-type: none"> <li>• Master's Degree in Social Science especially gender studies, or relevant discipline;</li> <li>• Must have at least 5 years of working experience in gender projects;</li> <li>• Substantial experience in design, monitoring and evaluation of gender projects;</li> <li>• Experience in the usage of computers and office software packages, experience in advanced programs for statistical analysis of data.</li> <li>• Language skills: Russian and Uzbek.</li> </ul>	20					
	Subtotal	20					
3.5	<b>Environmental Specialist:</b>						
	<ul style="list-style-type: none"> <li>• Master's Degree in Environmental or natural science;</li> <li>• Must have at least 5 years of working experience in projects related to environmental issues;</li> <li>• Knowledge of: principles of environmental compliance assurance, principles of environmental sciences, mathematical compilation and analysis, environmental practices with special reference to their general effect on the quality of the environment, laws, codes, regulations, and policies, applicable tools, equipment and materials, etc.</li> <li>• Good working knowledge of modern telecommunication systems, IT-know-how (MS Office, Access or other database program);</li> <li>• Language skills: Russian and Uzbek.</li> </ul>	20					

<b>Subtotal</b>		<b>20</b>					
3.6	<b>Economics Specialist:</b>						
	<ul style="list-style-type: none"> <li>• Master's Degree in Economics of Agriculture and Water Resources;</li> <li>• Must have at least 5 years of working experience in analysing and calculation of economic benefits of projects related to agriculture and water resources;</li> <li>• Ability to: research and analyze economic issues; conduct surveys and collect data; analyze data using mathematical models and statistical techniques; prepare reports, tables, and charts that present research results; interpret and forecast market trends; advise businesses, governments, and individuals on economic topics; design policies or make recommendations for solving economic problems;</li> <li>• Good working knowledge of modern telecommunication systems, IT-know-how (MS Office, Access or other database program);</li> <li>• Language skills: Russian and Uzbek.</li> </ul>	<b>30</b>					
<b>Subtotal</b>		<b>30</b>					
3.7	<b>Legal expert</b>						
	<ul style="list-style-type: none"> <li>• Master's Degree in Legal Science or Legal Studies;</li> <li>• Must have at least 5 years of working experience in juridical agencies;</li> <li>• Good knowledge of national standards, laws, regulations and government decrees related to education system;</li> <li>• Good knowledge of laws, regulations, government decrees in the field of water resources management;</li> <li>• Good working knowledge of modern telecommunication systems, IT-know-how (MS Office, Access or other database program);</li> <li>• Language skills: Russian and Uzbek.</li> </ul>	<b>20</b>					
<b>Subtotal</b>		<b>20</b>					

<b>Total Part 3</b>	<b>200</b>					
<b>Total Parts 1,2,3</b>	<b>700</b>					

In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score (minimum 70 points of obtainable maximum technical score of 100) will be considered for further price assessment. The overall evaluation score will be based on a combination of the technical score and the financial offer. The evaluation method that applies for this RFP shall be as indicated in the **RFP**.

|



## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>10</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>11</sup>)*

[insert: Location]

[insert: Date]

To: Akmal Topilvoldiev, UNDP in Uzbekistan, Republic of Uzbekistan 41/3 Mirabad Street, Tashkent 100015

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated 7/5/2016, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

### A. Qualifications of the Service Provider

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

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

### B. Proposed Methodology for the Completion of Services

*The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.*

<sup>10</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>11</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

**C. Qualifications of Key Personnel**

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

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

**D. Cost Breakdown per Deliverable\***

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

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

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

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

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

*[Designation]*

*[Date]*

## ***General Terms and Conditions for Services***

### **1.0 LEGAL STATUS:**

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

### **2.0 SOURCE OF INSTRUCTIONS:**

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

### **3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

### **4.0 ASSIGNMENT:**

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

### **5.0 SUB-CONTRACTING:**

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

### **6.0 OFFICIALS NOT TO BENEFIT:**

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

### **7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products

liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

#### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
  - 8.4.1** Name UNDP as additional insured;
  - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
  - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

#### **9.0 ENCUMBRANCES/LIENS:**

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

#### **10.0 TITLE TO EQUIPMENT:**

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

#### **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

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

acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

## **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

- 13.1** The recipient ("Recipient") of such information shall:
  - 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
  - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
  - 13.2.1** any other party with the Discloser's prior written consent; and,
  - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information

for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

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

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

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

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

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

## Terms of Reference (TOR)

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### Technical Capacity Building component of the Programme on “Sustainable Management of Water Resources in rural areas in Uzbekistan”

**Subject:** Development of Capacity Building Program

#### 1. Background

EU Program on “Sustainable Management of Water Resources in rural areas in Uzbekistan” aims to provide further assistance in the water sector of the Republic of Uzbekistan and consists of three interlinked components:

- Component 1 on “National Policy Framework for Water Governance and Integrated Water Resources Management (IWRM)”.
- Component 2 on “Technical Capacity Building”.
- Component 3 on “Awareness Rising”.

The proposed Program focuses on water efficiency with special emphasis on water use in agriculture. Throughout these three components, and from different levels, the program aims at strengthening institutional and technical capacities for water management at national, basin and farm level while increasing the awareness on rational water use and related resources.

UNDP in Uzbekistan will be responsible for implementation of Component 2 (hereinafter the project) on “Technical Capacity Building”, which will focus on building capacities in water efficiency in rural areas with special emphasis on water use in agriculture. The project aims at strengthening institutional frameworks and technical capacities for water management at basin, water consumers’ association and farm levels while increasing the awareness on effective rational water use.

**Water Management hierarchy.** Ministry of Agriculture and Water Resources has overall responsibility for water resources management, i.e. for the development, operation and maintenance of irrigation and drainage infrastructure. A reorganization in 2003 resulted in a transfer from a provincial and district administrative scheme to a water basin set-up in which irrigation and drainage systems are managed by basin irrigation system authorities (BISAs), where each BISA (10 in total) is structured according to main irrigation canals and divided into irrigation system authorities (ISAs).

BISAs operate the water infrastructure in the river basins such as water reservoirs, dams, water intakes (gravitational and pumps), and riverbed protections. ISAs operate at canal levels and drainage networks in the irrigation systems, operate the pumps and deliver water to the water consumers’ associations (WCAs). WCAs comprise the farmers as members of the associations and should take care of the canals and other water infrastructures distributing water amongst the farms. Fees for water delivery services are collected in accordance with supplied water volume.

The **Basin Irrigation System Authorities (BISAs)**<sup>12</sup> are responsible for allocation of available water resources to the **Irrigation System Authorities (ISAs)**. This allocation is planned on an annual basis, depending on water availability and on introduced quota system defining the demands for sub-regions. This operational water allocation practice needs to respond to occurring climatic and land-use changes

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<sup>12</sup> Resolution of the Cabinet of Ministers dated July 21, 2003, #320

thus address the status-quo and maintain sustainability. This will ensure timely and efficient delivery of water to users.

Although the reorganization of BISAs was an improvement for water resources and irrigation management, BISAs still need further improved irrigation and water management procedures and practices to manage water more effectively. Despite the shift from administrative to basin management principle, planning methods, water bookkeeping and allocation still need modernization.

BISAs and ISAs are financially supported by the state budget while the WCAs should operate on fees collected from farmers. WCAs' financial sustainability is problematic since the fee collection rate from farmers is low in spite of the fact that fee levels are nominal. The WCAs have limited capacity to provide quality services to farmers and other water users.

**Existing capacity building system and needs.** As can be derived from the analysis above, the operating practice of water management organizations is that the entire irrigation system should be maintained and water demands of population and the national economy should be satisfied with consideration of environmental needs for water. This is a costly exercise, but consequences of a reduced irrigation system should be examined taking into account all economic, social and environmental implications. However, water sector investments should include the 'soft' investments, i.e. training and capacity development, facilitating improved management and innovation, cost-recovery and introduction of water and energy saving technologies.

Primary responsibility for training and re-training of managers and specialists of the water management sector lies with the Ministry of Agriculture and Water Resources and its territorial departments. However, at present, there is no unified training system for technical specialists of water management organizations. A number of trainings and programs have been developed and introduced by various international development agencies. Existing modules, which are often contradictory to each other in terms of contents and concepts, are delivered in an ad-hoc manner, hence there is no reliable information on number, content and duration of trainings conducted.

Meanwhile, there are degree programs at the Tashkent Institute for Irrigation and Melioration (TIIM), which is a prime institution for training water sector professionals in hydro-melioration, hydraulic engineering, land management and cadaster, water economics, automation and mechanization and others. TIIM also trains water experts and practitioners working at various water management organizations through its training Center. This Center was established especially for conducting development and refresh trainings for water professionals to enhance their technical capacities. These training modules are however, also of ad-hoc nature and contents are not systemized. There are similar programs at the Tashkent State Agrarian University, Tashkent State Economics University and in relevant professional colleges in provinces.

Therefore, there is a need to develop a unified and a systemized training program for water practitioners embraced with good international practices. Further details of the technical capacity-building program will be elaborated based on a comprehensive *Capacity Needs Assessment*, which will be carried out during the inception phase of the program. Below are preliminary technical capacity building needs for BISAs, ISAs, WCAs and farmers.

BISAs and ISAs. There is a vital need for enhancement of knowledge and capacities of BISA personnel in water planning and water accounting.

WCAs. WCAs were created as a result of reforms in the irrigation and drainage sector, as the lowest tier of the water management system. Since WCAs have become the new players in the water management system, their infrastructure and capacity needs should be considered.

The volume of water supplied to farmers is usually not measured neither recorded. In turn, it is difficult to charge farmers for water use since there is no correct statistics for it. All this leads to uncounted, water uses and to lack of financial sustainability of WCAs. Therefore, one significant area for training and pilot demonstration projects is related to establishing of proper water accounting.

Capacity building of entities (TIIM, SRIIWP, Training Center of TIIM and other relevant educational entities in the pilot areas) responsible for training provision on water management issues is urgently needed.

The water needs to be spread evenly over the field. Some areas receive more water than needed while others do not receive enough water. Ground preparations can provide uniform water spreading and that significantly improves on-farm water economy. This type of works should be implemented along with training of farmers. It often happens that water is available in the distribution canal while the inflow to the farm system is limited. The correctly formed water intakes can improve the access of water to the head farm ditches while the properly maintained ditches convey the waters to the furrows.

A major issue that affects the productivity and sustainability of irrigated agriculture is shallow groundwater levels, soil salinization and lack or inefficiency of drainage systems. Inadequate drainage contributes to waterlogging and soil salinity. Large investments are required to address these problems and capacity development should accompany these measures.

The financial sustainability of WCA directly depends on farm income generation. Thus, capacity development activities will include training for farmers on crop productivity, diversification (higher value crops), salinity control, water application techniques and water saving technologies.

## 2. Scope of Work

The scope of work includes a full analysis of existing capacities of national entities responsible for training provision based on a baseline assessment. The baseline assessment will involve detailed research and fact-finding activities related to training on irrigation, melioration and agriculture. The entities are institutions such as educational establishments, research and training centers and extension service agencies providing technical trainings on water resources management and agriculture. The baseline assessments and analysis at all levels as described below shall include gender analysis: the different needs of women and men with specific attention to enhancing the role of women. The results of baseline assessment will be mapped and compiled for analysis and development of training programs. This includes but is not limited to the collection and analysis of:

- ***Baseline assessment of existing and past training modules and tools, fine-tuning and compilation into one single package as well as curriculum of educational institutions.*** The international organizations and national institutions have developed a series of training materials, modules and curriculum during the recent decenniums. As a first step, it is necessary to collect the plethora of available training modules, tools and curriculum, documents, training methodologies, approaches and evaluation materials, which should be processed in order to define the scope of subjects, structures, schedules, methodologies and achieved results. The study will be conducted based on primary data collection through bilateral and multiparty meetings, focus group discussions and roundtables with entities providing technical trainings and potential trainees, as well as desk review of secondary data.
- ***Capacity and needs assessment of institutions responsible for training provision.*** Within the activity all entities in charge of training provision will be identified, their capacity will be studied and assessed to define further needs with attention to women-trainers. Following institutions have been preliminarily identified for a comprehensive review of their existing capacities on training provision: TIIM, Tashkent Agrarian University, SRIIWP (former SANIRI) under TIIM, and

Training center under TIIM as well as professional colleges located in the project area (the priority shall be given to those educational entities specified in the Decree No39 issued on 24 February, 2014 by the Cabinet of Ministers of the Republic of Uzbekistan). Other national organizations such as Council of Farmers, Agricultural Service Centers, BISAs and WCAs will be also considered for capacity and needs assessment as potential training providers who may provide technical trainings. The capacity and needs assessment will help identify prospective partners for further experience sharing and transfer of knowledge, to develop locally adopted and most appropriate capacity building program. Based on results of capacity and needs assessment identify methodological, technology and equipment needs of training providers, which could include software, office equipment and furniture, communication and multimedia devices and establishment of training facilities.

Assess education and training for increasing capacities college/lyceums female students on their confidence to take an education in water management and environmental science; Assess training needs for increasing women's as well as female water professionals' participation in water management as well as develop recommendations which will included in the capacity development program.

#### Terminology:

**Note** that in the assignment, the terms “training and education” are not the same. “Training” refers to capacity development of professionals, whereas “education” is referring to the general education in schools, college/lyceums and universities. The term “training modules” includes the topic of training, methodology that includes control of knowledge assimilation.

#### The scope of the assignment covers following tasks:

1. Development of a detailed work-plan and implementation schedule of this ToR for Development of Capacity Building Program including review of all relevant background and existing information, as well as based on the field visits, additional data collection, interviews etc.

#### **Part 1. Enhanced capacities of national entities in charge of training provision**

2. Review and assess all past and ongoing capacity building components of the water management focus projects and training modules developed by the international organisations and national institutions. Indicate the important findings and recommendations, and limitations in these projects with regard to strengthening of the technical capacity of the institutions responsible for training provision and agencies involved in water management. Fundamental pillars of this assignment should be the development of a capacity development program for training providers and practitioners.

#### **Part 2. Reporting, Interim as well as Progress reports**

3. Prepare a Detailed Report based on the above Tasks, organized as follows:

- (i) Methodology of assessment (refer to <http://www.undp.org/content/dam/aplaws/publication/en/publications/capacity-development/undp-capacity-assessment-methodology/UNDP%20Capacity%20Assessment%20Users%20Guide.pdf>);
- (ii) Baseline Assessment;
  - Desk study of baseline assessment of training materials, including training modules prepared in past period (1991-2015);

- Analysis of training modules (advantages and disadvantages in terms of applicability and quality, results of assessment of training modules used in trainings (how widely they have been used, if not used, specify the reasons.);
  - Existing capacities and needs of institutions responsible for training provision (in terms of their capacity to conduct water management trainings: availability of qualified trainers and their needs in technical trainings, methodology, special laboratory equipment, IT equipment, office furniture, different type of posters and models and conditions of classrooms, financial status for conducting trainings);
- (iii) Evaluation of current curricula for following discussions with relevant teachers/professors, propose curricula and new methods of conducting trainings (for example, e-learning) for different level schools, colleges/lyceums, universities that of relevance to the water management;
- (iv) Selected training modules (to be used in the future trainings) and recommendations on improvements of their quality (training modules shall be submitted on CD and one hard copy);
- (v) Recommendations on strengthening material-technical base of training providers (needs for special laboratory and IT equipment, software, posters and models, office furniture, renovation of classrooms, improvement of financial status etc.).
4. Based on results of the detailed baseline assessment develop a capacity building program (for short and long term periods), which shall include, but not limited, objective, aim, focus areas, target groups, approach or methodology of implementation, key topics, main activities, financial support mechanism for implementation, gender issues, etc. The program shall provide extensive training on efficient water management for water practitioners and experts, which is the purpose of this project.

**Note:** It is required to engage with an experienced specialist in developing suitable curricula.

### 3. Objective

The objective of the assignment is to produce technical capacity building program based on results of baseline assessment. This program will identify and recommend improvements to education and outreach for water sector professionals and technicians, stronger water sector research and development programs and upgraded educational facilities with equipment for, college/lyceum and universities.

### 4. Contractor

The Contractor would consist of a multi-disciplinary team of investigators and will have access to, but not necessarily limited to, the following types of expertise that will be mobilized as a team:

- 1) Team Leader / Education and training Specialist (experience in pedagogy and curricula development)
- 2) Water management and operation & maintenance Specialist
- 3) Social development Specialist
- 4) Gender Specialist
- 5) Environmental Specialist
- 6) Economics Specialist (experience in education training program on water management )
- 7) Legal expert (experience in national education standard that apply to training)

The team of the Contractor will carry out the assignment, under the direct guidance of the National Technical Advisor and overall supervision of the Project Manager.

The overall responsibility for the quality of the final output and the adherence to the deadlines rests with the Contractor. The Contractor will make sure that it understands the expectations of the Project Management.

## 5. Outputs/Deliverables and Timeframe/Deadlines

The following outputs/deliverables and indicative schedule are expected from the consultancy contract and subject to change depending on the detailed work plan. The final schedule will be agreed upon at the commencement of the consultancy assignment.

The Contractor shall submit the following outputs to the Project Manager in Russian and English and the unified capacity building program shall be submitted in Uzbek language also.

#	Activity/Output	Deadline*	Payment Structure
1	Developed detailed methodology of assessment, working plan including all activities and tasks of this assignment	30 days from the contract signature date	5%
2	Submission of a draft of the detailed Report on review of existing and past training modules, tools and curricula as well as institutions responsible for training provision	40 days from the contract date	35%
	Organisation and conduct of a national level workshop to discuss the draft of assessment report with participation of all stakeholders	50 days from the contract signature date	
	Submission of the final detailed Report based on feedback and input from the workshops, agencies and Project Management Office	60 days from the contract signature date	
3	Draft capacity building program	180 day from the contract date	45%
	Organisation and conduct of a national level workshop to discuss the draft of capacity building program with participation of all stakeholders	June 2017	
	Final Unified capacity building program based on feedback and input from workshops, agencies and Project Management Office	233 days from the contract date	

**Note:** Cost for the workshop will be covered by the project. The project will also assist the Contractor in inviting the participants.

The dates of outputs could be revised upon agreement with consultant and based on the decision of Project Manager.

## 6. Timing and Duration

Contract Start Date: October, 2016

Contract Completion Date: 233 days from the contract signature date

The number of working days subject to work plan and it can be revised before signing contract any may be revised during the activity with agreement of the Project Manager and acceptance by UNDP.

## 7. Place of Work

The assignment will be mainly carried out in Tashkent with required number of visits to regions (according to their work plan).

#### **8. Services and Facilities to be provided by UNDP**

UNDP will provide project documents and background information. The project team will organize the workshops planned for the assignment. The Contractor is expected to use its own space/office and personal computers. In addition to that, the Project office will assist in organizing meeting with key stakeholders in Tashkent.

#### **9. Payment**

Payment under the contract will be output based and will be made upon satisfactory completion of the assignment and subject to acceptance by UNDP. The contract includes all costs of consultancy, travel and daily subsistence allowance costs that required producing the above-mentioned outputs/deliverables. The agreement between contractor will be employed under an Institutional Contract according to UNDP policy. Deliverables are noted in **Part 5 “Outputs/Deliverables and Timeframe/Deadline”**.

#### **10. Tender Documents:**

The tender documents shall consist of a technical proposal and a financial proposal in English or Russian. The technical proposal is include additional documents justifying the choice of the members of the proposed team and explaining how their training and experience suit them for this assignment. Details of submission of offers are stated in Annex-I and forms for technical proposal is in Annex-V.

#### **11. Contractor’s Qualifications**

The successful offeror (a company) should meet the following criteria:

- The contractor may be an individual, firm, institute, or NGO in which the lead person will have at least a Master’s degree in water management and education or professional experience that is equal to a Master’s degree.
- The Contractor must have at least 3 years’ experience at conducting the baseline assessment.
- The Contractor must have, or have access to, expertise in design of school, college/lyceum and university curricula.
- Developing a team with excellent communications skills, good analytical skills and specific professional skills mentioned section 4 sufficient to develop a capacity building program is the sole responsibility of the Contractor.
- The contractor must have on staff, or can access, qualified expertise to assess adequacy of data of different types for the purpose of the agency and to make recommendations on changes and/or improvements that are needed:
  - Team Leader / Education and training Specialist
  - Water management and operation & maintenance Specialist
  - Social development Specialist
  - Gender Specialist
  - Environmental Specialist
  - Economics Specialist
  - Legal expert



- The Contractor will have demonstrated leadership skills in multi-disciplinary projects, excellent written and verbal communication skills, and career experience in Uzbekistan. Knowledge of environmental organizations and NGOs is essential.
- Professional experience of personnel's in the area of specialization or relevant experience in similar activities is needed;

The team shall submit and communicate in Russian and English languages.

Qualification requirements for each expert of the Contractor are given below.

Team Leader / Education and training Specialist:

- University degree in Education, preferably in Water sector or Capacity development;
- Must have at least 5 years of experience of conducting baseline assessment, preparation of training modules, knowledge of preparation of curricula in water sector;
- Experiences in project management, implementation and program development;
- Good working knowledge of modern telecommunication systems, IT-know-how (MS Office, Access or other database program);
- Language skills: Russian and Uzbek, working knowledge of English.

Water management and operation & maintenance Specialist:

- University degree in Agricultural Sciences, Water resources management, natural resource management, environmental management etc.;
- Must have at least 5 years of working experience in water management system;
- Good knowledge of: national water management system; technical issues of water management: water planning, water distribution issues, O&M procedures, water accounting, etc.;
- Good working knowledge of modern telecommunication systems, IT-know-how (MS Office, Access or other database program);
- Language skills: Russian and Uzbek.

Social development Specialist:

- University degree in Social or Natural Science;
- Must have at least 5 years of working experience in conducting social survey and baseline assessment;
- Ability to analyze and assess the results of social survey;
- Good working knowledge of modern telecommunication systems, IT-know-how (MS Office, Access or other database program);
- Language skills: Russian and Uzbek.

Gender Specialist:

- Master's Degree in Social Science especially gender studies, or relevant discipline;
- Must have at least 5 years of working experience in gender projects;

- Substantial experience in design, monitoring and evaluation of gender projects;
- Experience in the usage of computers and office software packages, experience in advanced programs for statistical analysis of data.
- Language skills: Russian and Uzbek.

#### Environmental Specialist:

- Master's Degree in Environmental or natural science;
- Must have at least 5 years of working experience in projects related to environmental issues;
- Knowledge of: principles of environmental compliance assurance, principles of environmental sciences, mathematical compilation and analysis, environmental practices with special reference to their general effect on the quality of the environment, laws, codes, regulations, and policies, applicable tools, equipment and materials, etc.
- Good working knowledge of modern telecommunication systems, IT-know-how (MS Office, Access or other database program);
- Language skills: Russian and Uzbek.

#### Economics Specialist:

- Master's Degree in Economics of Agriculture and Water Resources;
- Must have at least 5 years of working experience in analysing and calculation of economic benefits of projects related to agriculture and water resources;
- Ability to: research and analyze economic issues; conduct surveys and collect data; analyze data using mathematical models and statistical techniques; prepare reports, tables, and charts that present research results; interpret and forecast market trends; advise businesses, governments, and individuals on economic topics; design policies or make recommendations for solving economic problems;
- Good working knowledge of modern telecommunication systems, IT-know-how (MS Office, Access or other database program);
- Language skills: Russian and Uzbek.

#### Legal expert:

- Master's Degree in Legal Science or Legal Studies;
- Must have at least 5 years of working experience in juridical agencies;
- Good knowledge of national standards, laws, regulations and government decrees related to education system;
- Good knowledge of laws, regulations, government decrees in the field of water resources management;
- Good working knowledge of modern telecommunication systems, IT-know-how (MS Office, Access or other database program);
- Language skills: Russian and Uzbek.