



REQUEST FOR PROPOSAL (RFP)

United Nations Development Programme Regional Bureau for Europe and the CIS Istanbul Regional Hub	DATE: February 24, 2017
	REFERENCE: UNDP-IRH-RFP-2017-02

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Provision of Consulting Services for the Czech Knowledge and Experience Transfer for Advancing Milk Value Chain in the Republic of Serbia**.

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

Proposals may be submitted on or before **Friday, March 24, 2017** and via courier mail to the address below:

United Nations Development Programme
Key Plaza, Abide-i Hürriyet Cd. Istiklal Sk. No:1134381, Sisli, Istanbul, Turkey
Ms. Tugce Akpek – Procurement Assistant

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

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

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

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

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

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market



factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Mr. Andrey Pogrebnyak
Operations Manager
2/24/2017

Description of Requirements

Context of the Requirement	<i>Czech Knowledge and Experience Transfer for Advancing Milk Value Chain in the Republic of Serbia</i>																			
Implementing Partner of UNDP	N/A																			
Brief Description of the Required Services ¹	Please refer to Annex 4 – Terms of Reference																			
List and Description of Expected Outputs to be Delivered	Please refer to Annex 2 & 4																			
Person to Supervise the Work/Performance of the Service Provider	<i>CTF Programme Specialist and UNDP CO Portfolio Manager</i>																			
Frequency of Reporting	<i>As needed</i>																			
Progress Reporting Requirements	Please refer to Annex 2 & 4																			
Location of work	N/A																			
Expected duration of work	03 April – 15 July 2017 with an overall of 40 days’ man work																			
Target start date	03 April 2017																			
Latest completion date	15 July 2017																			
Travels Expected	<table><tr><th>Destination/s</th><th>Estimated Duration</th><th>Brief Description of Purpose of the Travel</th><th>Target Date/s</th></tr><tr><td>Czech Republic</td><td>7 days</td><td>Study Tour</td><td>May 2017</td></tr><tr><td>Serbia</td><td>1 day</td><td>Forum</td><td>June 2017</td></tr><tr><td>Serbia</td><td>5 days</td><td>Expert Mission</td><td>June 2017</td></tr></table>				Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	Czech Republic	7 days	Study Tour	May 2017	Serbia	1 day	Forum	June 2017	Serbia	5 days	Expert Mission	June 2017
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Special Security Requirements	N/A																			
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	Please refer to Annex 4 – Terms of Reference																			

¹ 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.



Implementation Schedule indicating breakdown and timing of activities/sub-activities	☒ Required			
Names and curriculum vitae of individuals who will be involved in completing the services	☒ Required			
Currency of Proposal	☒ United States Dollars <i>Reference date for determining UN Operational Exchange Rate: UN official exchange rate valid on the date of deadline for submission of proposals (for purposes of evaluation).</i>			
Deadline for submitting requests for clarifications/questions	4 days before the proposal submission deadline.			
Value Added Tax on Price Proposal ²	☒ must be exclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals (Counting for the last day of submission of quotes)	☒ 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.			
Partial Quotes	☒ Not permitted			
Payment Terms ³	Deliverable	Percentage	Timing	Condition for Payment Release
	Analysis and Introductory Phase	60 %	Two weeks after contract signature	Within thirty (30) days from the date of meeting the following conditions:

² VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

³ 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.



	<table><tr><td>Study Tour</td><td></td><td>May 2017</td><td rowspan="5">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>Forum Phase</td><td>20 %</td><td>June 2017</td></tr><tr><td>Mission Phase</td><td rowspan="3">20 %</td><td>June 2017</td></tr><tr><td>Methodological guidelines</td><td>July 2017</td></tr><tr><td>Promotional Phase</td><td>Throughout the whole project duration</td></tr></table>	Study Tour		May 2017	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.	Forum Phase	20 %	June 2017	Mission Phase	20 %	June 2017	Methodological guidelines	July 2017	Promotional Phase	Throughout the whole project duration
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Mission Phase	20 %	June 2017													
Methodological guidelines		July 2017													
Promotional Phase		Throughout the whole project duration													
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	CTF Programme Specialist and UNDP CO Portfolio Manager														
Type of Contract to be Signed	☒ Contract for Professional Services														
Criteria for Contract Award	☒ Lowest Price Quote among technically responsive offers ☐ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) ☒ 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	<u>Technical Proposal (70%)</u> ☒ Expertise of the Firm 20% ☒ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 30% ☒ Management Structure and Qualification of Key Personnel 20% <u>Financial Proposal (30%)</u> To be computed as a ratio of the Proposal’s offer to the lowest price among the proposals received by UNDP.														



UNDP will award the contract to:	☒ One and only one Service Provider
Annexes to this RFP ⁴	☒ Form for Submission of Proposal (Annex 2) ☒ General Terms and Conditions / Special Conditions (Annex 3) ⁵ ☒ Detailed TOR (Annex 4) ☒ Form for Submitting Self-Declaration – Annex 5 ☒ Price Schedule – Annex 6 ☒ Instructions for Preparation and Submission of Proposals – Annex 7
Contact Person for Inquiries (Written inquiries only) ⁶	<i>Ms. Tugce Akpek</i> <i>Procurement Assistant</i> <i>procurement.irh@undp.org</i> 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.
Other Information [pls. specify]	N/A

⁴ Where the information is available in the web, a URL for the information may simply be provided.

⁵ 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.

⁶ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁷

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁸)

[insert: Location].

[insert: Date]

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

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 [specify date], 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 top three (3) clients for similar services provided in the last 3 years 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. – Annex 5*

B. Proposed Methodology for the Completion of Services

⁷ This serves as a guide to the Service Provider in preparing the Proposal.

⁸ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes



The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the planning of deliverables where stated in ToR, which include but not limited to study tour plan, organization of necessary accommodations with minimum requirements of a 3 hotel, transportation of participants, research of the entities, essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.*

C. Qualifications of Key Personnel

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*

PLEASE REFER TO ANNEX 6 - PRICE SCHEDULE (.xls)

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



UNDP

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

Czech Knowledge and Experience Transfer for Advancing Milk Value Chain in the Republic of Serbia

I. BACKGROUND

UNDP assists Serbia in its efforts to achieve the highest level of human prosperity and dignity for all its citizens irrespective of their gender, ethnicity or creed. UNDP promotes sustainable human development, human security and equal opportunities for all, while providing every available support to Serbia in its progress toward joining the European Union.

UNDP supports Serbia to manage the economy sector, in particular agriculture and rural development sectors in a sustainable manner. Through the country team, UNDP Country Office (CO) in Serbia helps the Government build its capacity to integrate agriculture and rural development considerations into development plans and strategies, establish effective partnerships, secure resources, implement programmes to support sustainability and development of production capacities.

The Government of the Republic of Serbia has set European integration as one of the most important objectives of the country. The negotiations process of the entire agriculture and rural development chapter is expected to be long and complex, given all the specific requirements of the agricultural field. Serbia was granted a candidate status in March 2012 and experience of the EU 28 has shown that the implementation of agricultural and rural development acquis is extremely difficult.

Agriculture in Serbia

Agriculture is one of the most important economic sectors in Serbia. The significance of agriculture is reflected in its contribution to the creation of gross domestic product. In the period from 2002 to 2010, the share of agriculture in national GDP decreased from 14.3% to 10.6% and the share of food industry decreased from 5.3% to 4.8%, while in the period 2011 – 2014 the share of agriculture decreased from 9% to 7.7% of the total GDP. Agriculture remains an important sector in terms of providing significant employment. Currently, employment in agriculture is close to 0.5 million people as approximately 20% of Serbia's labour force is actively employed in agriculture. Share of rural population is 42.9%

Serbia's utilised agricultural area is 3.44 million hectares which accounts for 44% of the total territory. Arable land is the predominant land use (73%) followed by permanent grassland and crops. Characterised by rich land resources and a favourable climate, agriculture represents a vital sector of the Serbian economy. Of the 631 552 agricultural holdings nearly half of these are less than 2ha with a further 36% between 2-10ha. Serbian terrain ranges from the flat and rich lowlands of Vojvodina in the north for crop farming and vegetable production, to hilly terrain in central Serbia and high mountains on the eastern, western and southern borders of the country, suitable for sheep and cattle breeding, and fruit and wine production. The importance of agriculture in the Serbian economy is derived from natural conditions and the traditionally important role of the primary agricultural and food processing industry. Agriculture and food processing is a sector where Serbia has a clear comparative advantage. It is a very important sector in terms of significant employment. Furthermore, Serbia has a comparative advantage in agriculture and food processing as well as in some other sectors, and still has lower labour costs than most other countries competing for the same markets. In order to increase employment and stabilize incomes of already employed people, Serbia needs to considerably increase its performance to fully realize the potential that this sector brings. One of the crucial things that could significantly contribute to fulfilment of this goal is development of export capacities and access to new markets.

EU agricultural trade relations with Serbia

When it comes to the trade of agricultural commodities, the European Union is one of the most important trading partners for Serbia with overall portfolio of Agri-food trade value higher than 2 billion EUR. Annual EU export of



agricultural commodities to Serbia reaches € 913 million, while import of the same commodities from Serbia to EU comprises € 1,082 million. The Stabilisation and Association Agreement (SAA) gives Serbia unlimited duty-free access to the EU market for all basic agricultural products with the exceptions of baby-beef, sugar and wine, for which certain duty-free quotas apply. An annual duty-free quota for 181 000 tonnes of sugar and sugar products is provided by the EU and a baby-beef quota is fixed at 8 700 tonnes. Serbia benefits from a duty-free TRQ of 67 300 hl for wine, of which 55 000 hl must be quality wine and 12 300 hl bulk wine. The SAA provides gradual improved market access for EU exports to Serbia, albeit asymmetric, unilateral protection of Community geographical indications for agricultural and fishery products and a wine and spirit protocol granting reciprocal concessions for certain wines and also reciprocal protection and control of wine, spirit drinks and aromatised wine names. Serbia is a member of the Central European Free Trade Agreement (CEFTA) since September 2007 and is currently negotiating membership of the World Trade Organisation (WTO).

Milk and dairy production

Milk and dairy production is, after grains, the second most important sector in agricultural production in Serbia with share of 8% of total agricultural production. Number of farmers with cow milk production in Serbia is 150.000 comprising 5% of total rural population. Milk processing industry is also very important sector with total income of € 613.5 mil. in 2015 and 6000 people employed.

Serbia is net-exporter of milk and dairy products, with the annual export value range from € 60-80 mil. in the period 2010-2015 and positive annual foreign trade balance of around € 30 million in past couple of years Serbia became a significant exporter of cheese products to Russian market with the share of 4% in total import.

Serbia is facing significant challenges in the dairy sector, especially at the moment when milk prices at the very lowest in the last several years. There is a huge potential of the sector in Serbia, however, the country needs to overcome obstacles for further development of the sector. In the last several years, the average milk yield in Serbia has grown. Especially in Vojvodina, where milk yield per cow is higher than in central Serbia, approximately 4,000 liters per dairy cow per year, in comparison to 2,500 liters on average in the rest of Serbia. In comparison to EU countries, milk production per dairy cow in Serbia is only at 50% of the EU average. According to EU dairy farms report for 2013, milk yield was almost 7,000 liters per dairy cow per year.

In 2015, there were 450,000 dairy cows in Serbia, while in the Czech Republic, that number goes up to almost 370 000, and still, the milk production in Czech Republic is almost three times as production in Serbia. Majority of farms in Serbia has less than 10 dairy cows, making a collection of reliable data for milk production very challenging.

More than 50% of the produced milk is not compliant with EU standards, and this percentage is even higher for small households, where it reaches 95%. Furthermore, the share of first class milk (EU standards), which has export potential, is very low. More than 2/3 of cheese products and more than 50% of milk is placed on the market through informal channels, without any prior quality control. Most important challenges that need to be addressed and overcome are:

- Hygiene on the farms/milk quality;
- Informal markets and selling;
- Efficiency of production (conversion of food).

Some of the aspects that could significantly contribute to development of the sector are export of dairy products, such as cheese and yogurt, as well as improvement of quality standards – quality labels.

Given the current situation in the dairy sector, with prices at the bottom, the project will also aim to help farmers diversify their incomes. This will be done by introducing activities complementary to dairy farming that could help farmers secure additional means of income. Generating biogas and using it to warm up fish ponds for fish farming will be one of the introduced activities.

Fish farming

In Serbia, the culture of fish is practiced mainly in warm water on carp fish farms and in cold-water on trout farms. Fish is also cultured to a lesser extent in cages and in enclosed or partitioned natural or artificial water bodies. Total fish production in Serbia varies from 9 000 to 13 000 tonnes per year.

The total area covered by warm water fish farms is about 12 000 ha. Part of that (10 to 20 percent) is out of use. Approximately 97 percent of the fish farms are located in the Northern part of Serbia, in Vojvodina. Common carp



is the predominant species cultured on the warm water fish farms. Carp accounts for 85-90 percent of the total production of warm water species. In addition, different varieties of other carp species are cultured. The total production of warm water fish is 8 000 to 10 000 tonnes, of which 30 percent is fry and 70 percent is marketable size fish. Trout fish farms cover 13.5 ha in Serbia, on which rainbow trout is mainly produced. Total production varies from 1 600 to 2 500 tonnes, of which 25 percent is fry and 75 percent is marketable size fish. On the other hand, in the Czech Republic, around 90% of fish production goes to carp. Species of trout commonly produced are rainbow trout and brook trout. Their annual production varies in the range between 600-700 tonnes. In Serbia, trout production represents a sector with untapped potential. Even though that since 2003 the export increased by almost ten times, the amount exported is still much lower than the amount of imported fish.

Policy Framework

Important documents that define agriculture and rural development policy in Serbia include:

- **Law on Agriculture and Rural Development**

Law on Agricultural and Rural Development stipulates, *inter alia*, that Agrarian and Rural Development policy includes measures and activities aiming to contribute to strengthening the competitiveness of the agricultural products, providing high quality and healthy food, securing the support to agricultural producers that are not able to ensure the existence on the market with their own productive capacities, support to rural development, and finally, to protect the environment from the negative impacts of agricultural production. Agrarian and Rural Development policy are implemented through realization of the National Strategy of Agriculture and Rural Development, National Programme for Agriculture and National Programme for Rural Development.

- **National Agriculture and Rural Development Strategy for the period 2014-2024**

The National Agriculture and Rural Development Strategy for the period 2014 – 2024 was adopted in 2014, with the main objective to clearly define:

- 1) directions of the future reforms of the agriculture and rural development sector in the light of both external and internal challenges the sector is facing
- 2) model of support that would enhance and significantly contribute to development of agro-industrial sector in Serbia, which has great potential to increase productive capacities and to strengthen competitiveness on a long-term perspective in a sustainable manner, in the international framework and environment
- 3) reform of agrarian policy and institutional framework with three main segments, i.e. reform of agrarian policy and its adjustment to EU Common Agricultural Policy, adoption and implementation of institutional framework that will establish legal background for the implementation of the Strategy, as well as adjustment of national legislation to the EU Acquis Communautaire, and finally, institutional reforms of the existing structures, constitution and development of new parts of the structures that will enable and facilitate realization of strategic goals, efficient policy implementation and adjustment of the administrative structures to the EU requirements.

- **IPARD Program for the period 2014 – 2020**

Agriculture and Rural Development in Serbia will be supported through 7-year rural development programme (IPARD II). The Program will provide primarily investment support to Agriculture and Rural Development sector and it will assist with its gradual adjustment to EU hygiene, food safety, veterinary and environmental standards, and to diversify rural economy. Moreover, establishment of producer groups, rural infrastructure, training actions, including advisory services, agri-environmental measures, forestry, and Leader local initiatives may be supported through the IPARD programme. The IPARD programme will also reinforce capacities of relevant EU funds management structures so they are able to efficiently manage and implement the programme in line with EU requirements. Institutional capacities of the agrarian agency and supporting organisations such as extension and advisory services will be strengthened in order to prepare for gaining access to EU support through direct implementation of projects.



- **Law on incentives for Agriculture Production and Rural Development**

Law on Incentives for Agriculture Production and Rural Development was adopted in 2013 (amended in 2014 and 2015). It sets the minimum guaranteed annual amounts for incentives in these important areas. The goal of this law is to help direct long-term agricultural policy, reduce the ability of special interest groups to subvert long term agricultural goals, and to help registered farmers and investors with their financial planning. The law envisions three groups of government incentives including direct payments, rural development payments and specific incentives. The Law also dictates that the agriculture budget cannot be less than 5 percent of Serbia's total budget.

- **National Plan for the Adoption of the Acquis for the period 2014–2018 (NPAA)**

In 2014, the Government has adopted the revised National Programme for the Adoption of the Acquis which is a detailed, multiannual plan for the harmonization of Serbian regulations with the EU acquis communautaire, as well as a plan to build the institutions necessary for the implementation of such a harmonized legal order. This programme will be realized by 2018, which is the deadline that has been established for making our country fully prepared for the accession to the European Union.

II. OBJECTIVES

The overall aim is to transfer Czech expertise and transitional experience in order to enhance business partnership in agribusiness and to strengthen the capacities of institutions responsible for Agriculture and Rural Development in Serbia, in particular related to advancing milk value chain. Given the current situation in the dairy sector, with prices at the bottom, the project will also aim to help farmers diversify their incomes. Generating biogas and using it to warm up fish ponds for fish farming will be one of the introduced activities.

The main objective of the tendered services funded by the Czech-UNDP Trust Fund (CTF) is the transfer of knowledge, technologies, skills and good practice to the dairy farmers on how to improve:

- business relationship and investment flow between Serbia and Czech Republic in agro-business sector;
- institutional and financial frameworks related to milk and dairy sector, including policy area on subsidies and incentives, etc.;
- overall milk production and number of milk cows, annual milk yield per cow, feed conversion rate, share of first class milk (EU standards) in total production, hygiene standards in milk production (bacteria plate count, somatic cell count, aflatoxins, etc.);
- value chain in milk production, introduction of new technologies in milk processing industry, diversification of production assortment, investment in marketing and sales.

Furthermore, the focus will be given to diversifying income through developing capacities for fish farming, with particular emphasis on:

- fish pond farming, which is a traditional form of aquaculture in the Czech Republic, with transfer of specialised knowledge related to bio-gas stations on dairy farms used for warming up the fish ponds;
- farming system distribution, characteristics, cultured species, production, market and trade of fish and related products;

The contractor will also propose at least one other possibility for securing additional income for dairy farmers which would be compatible with dairy production and will introduce it to the farmers.



It is expected from the Contractor to organize one study tour to the Czech Republic related to advancing milk value chain and helping farmers diversify their income, and one expert mission to Serbia related to analysis of milk and dairy sector in the Republic of Serbia and its relationship with EU taking into consideration Stabilisation and Association Agreement. Contractor will also be assigned to facilitate preparatory activities related to the organization of Serbian- Czech Forum on Agribusiness and Food Processing Industry.

Expected outcomes of the services delivered by the Contractor include:

- Enhanced cooperation and business relationship between Serbian and Czech agro-business representatives;
- Improved knowledge and implementation of gained experience, including new technology, from the Czech Republic into respective sectors of agriculture to a maximum possible extent, i.e. milk and dairy sector, fish farming, in a most efficient and effective manner, both on the administrative and business development level;
- Enhanced understanding of Serbian experts, producers and processors on EU standards and latest developments with regards to milk and dairy sector, as well as possibilities to diversify income, such as aquaculture and fish farming;
- Established contacts between Serbian and Czech professionals as a base for future cooperation, networking and knowledge sharing in related field of expertise.

III. OUTPUTS AND TASKS

The Contractor will transfer knowledge, skills and good practices through one study tour to the Czech Republic and one mission to Serbia. The Contractor will work under direct supervision of the Czech-UNDP Trust Fund (CTF) Programme Specialist and in close collaboration with the UNDP CO in Serbia.

Expected outputs of the services delivered by the Contractor include:

1. Analysis of relevant product base and expertise in the Czech Republic and Serbia

The contractor will conduct an analysis of relevant products, technology and know-how in the dairy sector and in the fish farming sector. This analysis will serve to identify mutual points of interests for both sides. It will also be a basis for identifying and matching businesses on both sides. The report shall be prepared and delivered in “.word” format.

2. Introductory analysis is provided on how to mainstream pro-poor approach and gender agenda in the proposed activities

The project has an overall target of 30% female participation across its activities. Even if presumingly, most of the owners and operators of dairy farms and fish farms are men, the project will support higher inclusion of female entrepreneurs on all levels of farming development. Moreover, the inclusion of women that are living and supporting families out of farming, will also provide prosperous solutions and recommendations for further development, thus reducing poverty. Research has shown that money earned by female farmers goes directly to support the family. It is used for education, food and health insurance. The activities of the project will provide a direct benefit to farmers and their families through providing an opportunity for expanding their knowledge and experience.

The contractor will conduct an introductory analysis on mainstreaming pro-poor approach and gender agenda and will present how it will be reflected in project activities.



3. Selection of study tour participants

Based on the specification of concrete topics to be addressed in the study tours agendas, the contractor, the Czech-UNDP Trust Fund, and the UNDP country office in Serbia shall jointly select 15 participants to join in the study tour to the Czech Republic. From 15 participants that will be selected for a study visit in Czech Republic, at least five of them will be women.

The key to selecting the participants shall be their pro-active ability to apply the acquired knowledge and experience in favor of their own agribusiness as well as of further inspiration to their local agricultural community by know-how transfer e.g. via local agri-unions or cooperatives. The participants should qualify to join the program by proven strong effort to pro-actively improve production quality and efficiency of his own agribusiness and, in result, to contribute to prosperous development of his farming community.

The initial selection of individual participants of the study tours shall be mainly carried out by the UNDP country office, utilizing its deep on-site knowledge and access to information. The contractor's task is to provide clear selection criteria guideline, to control the quality of the selection process by overseeing and advising each step, and, in result, to guarantee the character of the participants as stated above. Selection of final participants will be done jointly by the UNDP CO Serbia, CTF, and the contractor.

4. Selection of Field Trips of Czech study tour

The contractor is required to carry out a research of relevant Czech institutions, farms, agribusinesses etc. which would be able to receive the study trip participants on their premises and share with them their know-how and experience (in the form of Field Trip whenever possible).

Contractor is required to prepare the agenda to achieve maximum information value for the study tour participants. Contents of the Study tour should therefore be tailored to the expectations of the study tour participants, concerning their demand for information and concrete topics to be discussed so that the participants receive information that would benefit them the most in terms of practical utilization and future potential for achieving significant positive effects. The study tour agenda shall strive for fully exploiting the participants' time spent in the Czech Republic. The location and timing of the individual meetings and excursions shall be effectively organized to take maximum benefit of each presentation.

5. Study tour to the Czech Republic related to advancing milk value chain and diversifying farmers' income (for example through fish farming) in the Republic of Serbia (May 2017)

The Contractor will organize a full seven-day study tour to the Czech Republic (total of 6 nights) for 15 participants that include: min 12 representatives of milk producers and processors (out of which, at least 8 will be milk producers), and maximum 3 representatives of civil servants (relevant ministries and/or agencies). The group of selected 15 participants will be accompanied by 2 UNDP CO staff. The program of the study tour will include, but is not limited to, following meetings and visits:

- Institutions relevant for the policy making regarding the dairy sector from both administrative and scientific aspects, one such visit will also be made to institution relevant to fresh water aquaculture and fish farming;
- Institutions relevant for the quality control and hygiene standards in dairy sector;
- Milk producing farms (at least 2) hosted by farm managers, accompanied by lectures on experiences and challenges they meet, investments in new technologies, production of high-quality milk according to the EU standards, development of productive capacities, etc.;
- Milk processing companies (at least 2) hosted by processing managers accompanied by lectures and knowledge sharing on experiences and challenges they meet, investments in diversification of assortment, marketing and sales, strengthening of competitiveness, export capacities and access to new markets, etc.
- Fish pond farms with biogas heating systems, as an added-value activity which complements milk production on farms (2), hosted by farm managers accompanied by lectures on the future development



of fish production, i.e. strengthening the domestic market and demand, increasing focus on product diversification, as well as organic and eco-labelled products;

- Fish processing companies (1).
- At least 2 other visits related to diversifying income for dairy farmers related to at least 1 other possibility for securing additional income for dairy farmers which would be compatible with dairy production proposed by the contractor.

The contractor is required to fully organize the study visit. This will require for example the following:

- Design of agenda/programme of the study tour.
- Preparation of training materials for Serbian experts (in English and Serbian);
- Organization of the study tour including all necessary logistics (identification and reservation of hotel and suitable lunch and dinner venues, assignment of a person to accompany the group, identification and reservation of means of transportation and training facilities, preparation of training synopsis, lectures, textbooks, presentations and other training materials, carrying out of lectures and site visits, translation and interpretation, etc.);
- Summary of the outcomes of the study tour and consolidated evaluation from participants (template available at CTF website).

6. Serbian - Czech Forum on Agribusiness and Food Processing Industry (June 2017)

Contractor is expected to facilitate the preparatory activities related to organization of the Serbian- Czech Forum on Agribusiness and Food Processing Industry, which includes:

- selection of Czech participants (respecting the requirements agreed with UNDP CO Serbia and CTF). Selection of participants will be based on their experience, scope of work and activities. Participants will be selected by the Czech Contractor in cooperation with local consultants, final list of participants must be approved by UNDP CO Serbia and CTF;
- organization of visit of Czech participants to Serbia. The contractor will provide accommodation for Czech participants. Participants are expected to cover travel costs and any other related costs themselves (for example international travel, insurance etc.). Costs related to the organization of the forum (conference room and equipment, interpretation, lunch and coffee breaks, printing materials) will be covered by UNDP CO Serbia.;
- reporting and other relevant activities.

The forum will last one day and it is foreseen to have 15 participants from the private sector from The Czech Republic and around 20 participants from Serbia. Participants from Serbia will be selected by the Ministry of Agriculture and Environmental protection in coordination with UNDP CO Serbia, and dairy and fishery associations. Serbia will be represented by both participants with a vast experience in the field, including production and procession of goods, export, import, domestic and foreign cooperation, etc., but also by participants that need knowledge and information on further development of their small, medium or large businesses. The forum should have a mix of participants from both advanced, export ready companies and also companies that need more advice in order to achieve required standards and volumes.

7. Mission to Serbia (June 2017)

It is expected that the Contractor will deploy one expert (8 working days in total) on a maximum of five-day mission to Serbia (travel days included), as well as 3 days of desk-based work in the Czech Republic, in order to provide



consultations to Serbian partners at the government level related to the Stabilisation and Association Agreement between the EU and the Republic of Serbia. In particular, its part related to agriculture - dairy sector and relevant provisions stipulating tariff systems, levies, customs regulations, etc.

It is expected that the expert will analyse the situation and propose most suitable and sustainable model on how to contribute to development of dairy sector in Serbia and how to successfully adjust it to demanding EU dairy market. Special attention should be given to a gradual adjustment of Serbian milk and dairy sector to the EU market, while fully respecting all provisions and regulation of SAA agreement signed between the EU and the Republic of Serbia. The expert will draft methodological guidelines, including a roadmap, that cover not just legislation but also mechanisms for gradual adjustment. The expert will prepare an outline of the document before the mission so as to be able to present it during the mission and finalize it based on the discussions held with stakeholders during the mission.

The mission will include meetings with institutions and relevant organizations and a workshop (2 days expected, costs for organizing the workshop will be covered by UNDP CO). UNDP CO will be responsible for organizing the mission and the meetings, as well as the logistics (arranging local transportation and interpreter if needed).

8. International expert desk-based work in Czech Republic

The contractor will finalize and deliver document “Methodological guidelines for gradual adjustments of Serbian milk and dairy sector to the EU requirements”. The document is to have 8-10 pages, contain at least a brief overview on SAA with particular emphasis on dairy sector, and cover related topics of interest identified Serbian stakeholders.

9. External presentation of the project and project activities

The contractor will ensure adequate presentation of the project and project activities through media which include social media network like twitter, facebook, blog post, newspaper/magazine article in accordance with the document describing proposed PR activities, that will be submitted as part of the contractor’s offer.

IV. SCHEDULE AND DELIVERABLES

Deliverables	Delivery Date	Payment
DELIVERABLE 1: Introductory analysis		
1. Analysis of relevant product base and expertise in the Czech Republic and Serbia – analysis and main findings presented to CTF and UNDP CO 2. Introductory analysis on mainstreaming pro-poor approach and gender agenda – analysis and planned follow-up presented to CTF and UNDP CO	2 weeks after contract signature	60 % upon satisfactory delivery of the outputs (Deliverable 1 and 2)
DELIVERABLE 2: Study tour to the Czech Republic related to Advancing Milk Value Chain and diversifying farmers’ income (for example through fish farming) in the Republic of Serbia		
1. Study tour program including the goals and expected results (Preliminary Report on the study tour). The program should include indication of the meetings and visits recommended by Contractor. The Contractor shall accompany participants during the study tour. 2. Organization and facilitation of the tour logistics in the Czech Republic.	10 May 2017	
	-	



3. Preparation of a Final Report on the study tour, describing the study activities, meetings, the participants' feedback, lessons learnt and recommendations on the next steps.	30 May 2017	
DELIVERABLE 3: Serbian – Czech Forum on agribusiness and food-processing industry		
1. Selection of participants for Agribusiness Forum 2. Organization of the visit for Czech representatives 3. Preparation of a Final Report on the visit of Czech representatives to an Agribusiness Forum	14 June 2017	20 % upon satisfactory delivery of the outputs
DELIVERABLE 4: International expert consultancy mission to Serbia		
1. Propose an outline of the document “ <i>Methodological guidelines for gradual adjustments of Serbia milk and dairy sector to the EU requirements</i> ” and prepare a list of meetings and institutions/organizations for the mission in Serbia. 2. Workshop Agenda. 3. Presentation materials, including case studies and best practice examples that were used for the development of methodological guidelines. 4. Incorporate comments from UNDP and relevant national stakeholders. 5. Conduct a mission to Serbia. 6. Deliver draft document “ <i>Methodological guidelines for gradual adjustments of Serbia milk and dairy sector to the EU requirements</i> ”.	30 June 2017	20 % upon satisfactory delivery of the outputs (deliverable 4 and 5)
DELIVERABLE 5: Methodological guidelines		
1. Finalize and deliver document “ <i>Methodological guidelines for gradual adjustments of Serbian milk and dairy sector to the EU requirements</i> ”.	14 July 2017	
DELIVERABLE 6: Promotional Phase		
1. External presentation of the project and project activities	Throughout the whole project duration	



V. QUALIFICATION CRITERIA

Contractor

- At least 5 years of experience in consulting public and private bodies in the Czech Republic and abroad on the thematic areas relevant for the assignment (milk production, value chains, fish farming as a complementary activity to dairy farms, etc.);
- Working experience from the Czech Republic on milk production and value chain topics planning or management (at least 3 relevant references);
- Experience with organizing of study tours and trainings for participants from abroad, preferably ECIS countries (at least 3 similar assignments); previous cooperation with UN agencies will be an asset.

Project Personnel

Consultant 1: Dairy sector

Education: Advanced (MA, MSc or PhD) university degree in the area of Agriculture and Rural Development Science/Management/Policy or a working experience equivalent.

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

- Minimum 10 years of professional experience in the Czech Republic in the area of agricultural production – milk and dairy sector;
- Experience in accession process and negotiation with the EU on milk and dairy sector
- Proven experience in cooperation with international organizations or other bodies working in the area of agricultural production – milk and dairy sector (at least 3 similar assignments); previous working experience with UN agencies or other international agencies will be an asset; experience with Balkan countries will be an asset;
- Proven track record in organizing study tours and delivering trainings for foreign officials and stakeholders (at least 3 similar assignments).

Language and other skills:

- Proficiency (verbal and written) in English;
- Excellent communication, analytical, facilitation and presentation skills;
- Strong organizational awareness, client orientation and government advisory skills;
- Ability to establish effective working relations in a multicultural team environment.

Consultant 2: Fishery sector

Education: Advanced (MA, MSc or PhD) university degree in the area of Agriculture and Rural Development Science/Management/Policy or a working experience equivalent.

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

- Minimum 5 years of professional experience in the Czech Republic in the area of agricultural production – fishery sector
- Knowledge of requirements for export of fish and fishery products to the EU



- Proven experience in cooperation with international organizations or other bodies working in the area of agricultural production will be an asset; experience with Balkan countries will be an asset;

Language and other skills:

- Proficiency (verbal and written) in English;
- Excellent communication, analytical, facilitation and presentation skills;
- Strong organizational awareness, client orientation and government advisory skills;
- Ability to establish effective working relations in a multicultural team environment.

VI. REPORTING

1. Analysis of relevant product base and expertise in the Czech Republic and Serbia

List of the most relevant products, know-how, and technology which are of high interest to both Czech and Serbian partners, including the reasoning behind their selection and justification. Products and/or services of interest to both sides will be further developed and discussed.

2. Introductory analysis is provided how to mainstream pro-poor approach and gender agenda in the proposed activities

The contractor will briefly describe the process of the analysis and present its results, main findings and follow-up. This will include the list of proposed actions to be taken in order to reflect these findings in project activities.

3. Selection of Czech study tour presenters

List of presenters with short explanation why each presenter is suitable. Presenters on the study visit will be people with adequate knowledge and experience of Czech dairy and fishery sectors who will be able to conduct the visit and make it fruitful not only for Serbian participants but also for Czech hosts.

For Study Tour:

- **Guidelines for the selection of participants**
- **Detailed agenda** of the study tour and **logistics note** for the participants (in English);
- **Preliminary Report on the Study Tour** in English, incl. detailed description of the study tour activities, meetings and site visits for the study tour in the Czech Republic and the agenda;
- **Final Report on the Study Tour** in English and Serbian, incl. final programme of the study tour and trainings, collected feedback from participants, presenting the Consolidated Evaluation (to be downloaded from Czech-UNDP website), lessons learnt, recommendations and suggestion of possible follow up activities.



- **Feedback from participants** using consolidated evaluation form (available at CTF website⁹ or from CTF manager)

For Expert Mission:

- **Detailed agenda** of the expert mission;
- **Report** on expert mission.
- **Document** “Methodological guidelines for gradual adjustments of Serbian milk and dairy sector to EU requirements”. The document is to have 8-10 pages, contain at least a brief overview on SAA with particular emphasis on dairy sector, and cover related topics of interest identified Serbian stakeholders.

For Serbian - Czech Forum on Agribusiness and Food Processing Industry

- **Detailed agenda** of the forum and **logistics** note for the participants coming from the Czech Republic;
- **Report** on the forum.
- **Feedback from participants** using consolidated evaluation form (available at CTF website¹⁰ or from CTF manager)

The Contractor will report to the UNDP program officers (CTF Programme Specialist, UNDP CO Portfolio Manager) in writing. The Contractor must inform the supervisors of the progress as well as any obstacles that might occur. Programmatic and financial reporting must conform to the requirements specified in the Contract, signed between the Contractor and UNDP.

Also the Contractor will be responsible for the collection of all necessary documents, such as procurement related documents, account invoices, receipts, payroll records and other documents that confirm the legality of expenditures.

In addition, the Contractor should provide to UNDP all photos and other visual materials collected/made during this assignment. An electronic version of both Final Reports should be delivered to UNDP Istanbul Regional Hub and UNDP CO in Belgrade. Electronic versions of other written outputs should be sent to both UNDP Istanbul Regional Hub and UNDP CO via email. All reports must be typed in ARIAL, size 11, A4.

VII. CONTENT OF THE PROPOSAL

This section is further specifying what information must be elaborated in the technical proposal (apart from standard information regarding selected methodology, time frame, description of activities, suggested solutions etc.).

The following detailed documents must be submitted by the Contractor

- Registration of Company/Civil Society Organization/Professional Association;
- Profile of Company/Civil Society Organization/Professional Association and list of implemented projects with reference list and client contacts for reference check indicating the e-mail addresses or fax numbers for contact persons;
- CV of the Team Leader;
- CVs of other experts that the Contractor might use for the implementation of the activities;

⁹ http://www.eurasia.undp.org/content/rbec/en/home/about_us/partners/czech-undp-trust-fund.html

¹⁰ http://www.eurasia.undp.org/content/rbec/en/home/about_us/partners/czech-undp-trust-fund.html



- Clear presentation of methodology and approach describing all the steps which will lead toward the completion of the assignment;
- Document describing PR activities to ensure adequate external presentation of the project and project activities both in the Czech Republic and in Serbia.

The following information related to study tour to the Czech Republic must be specified in detail in the technical proposal:

- Draft program of the event: selection of experts to consult and of institutions to visit;
- Time schedule of the meetings and lectures;
- Description of the institutions; CVs of the lecturing experts, and CV of the interpreter;
- Type of accommodation and other services provided, including type of conference room/s used, refreshments etc.;
- General logistics – what type of transport (public transport, rented mini/bus...);
- Other proposed activities (informal meetings etc.).

The Contractor is also responsible for identifying suitable lunch and dinner venues, to make a reservation and accompany the group.

The following information related to the development of methodological guidelines on Natura 2000 sites selection must be specified in the technical proposal:

- Draft methodology for the execution of the task, including experts' CVs.

The following information related to the missions to Serbia must be specified in detail in the technical proposal

- Draft programme of both missions;
- Selection of experts to participate in the missions and deliver presentations (attach CVs of the presenting experts);
- Workshop methodology.

The budget estimate should be prepared in USD separately for each activity according to the attached template (Annex V). The budget estimate shall include:

- Accommodation in a minimum 3-star hotel in Prague;
- Full board (fixed budget line, Contractors should be able to find suitable venues with appropriate standard of services);
- Renting meeting space and refreshments (approx. 2 coffee breaks per working day, depending on the program);
- Transport from/to the airport plus other local transport costs (e.g. public transport);
- All materials prepared for the participants of the study tours (handouts, information package etc.), including translation;
- Cost for 1 social gathering - closing dinner with a menu of 3 courses combination of starter, main dish and dessert along one local beverage;
- Organization costs (please specify what is included);
- Cost of Serbian interpretation service during the study tour to the Czech Republic;
- Expert fees for expert who will go on the mission to Serbia and related travel costs;
- Translation of the final report to Serbian;



- Costs for selection of Czech participants for the participation to Serbian - Czech Forum on Agribusiness and Food Processing Industry, organization of their visit to Serbia
- Other costs if applicable.

The UNDP CO Serbia will cover the following costs related to the mission of the Czech experts to Belarus and the study tour to the Czech Republic:

- Local transport in the country during the expert mission to Serbia;
- Costs related to the organization of the Serbian-Czech Forum - conference room and equipment, interpretation, lunch and coffee breaks, printing materials
- Interpretation from Serbian to English during the Serbian-Czech Forum and Workshop in Serbia;
- Workshop costs (refreshment, materials, etc.) during the mission of the Czech expert in Serbia;
- Translation of the Serbian-Czech forum background materials from English to Serbian;
- Return flight tickets for study tours (15 participants) from Belgrade to Prague;
- Accommodation, meals and pocket money of accompanying UNDP CO Staff during the study tour – total 2 people;
- Visa and insurance costs for study tour (15 participants).

Form for Submitting Self-Declaration

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹¹)

We, the undersigned hereby declare that we are not in the removed or suspended ineligibility list of the UN, UN Procurement Division list 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.

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

Yours sincerely,

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

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

Inner Envelopes:

Proposals must be submitted in hard copy. Please

Hard copy:

1 (one) Original in paper format including technical and financial proposals sealed in separate envelopes

1 (one) Copy of technical and financial proposals sealed in separate envelopes in paper format

Each envelope shall have the content of the envelope on it as “Technical Proposal” or “Financial Proposal”.

Outer Envelope:

The outer envelope shall contain 2 (two) inner envelopes (technical and financial) and shall be addressed to UNDP RBEC, IRH Istanbul Office. The outer envelope shall bear the following information on it:

**United Nations Development Programme
Regional Bureau for Europe and the CIS, Istanbul Regional Hub
(UNDP RBEC, IRH)
Key Plaza, Abide-i Hürriyet Cd. Istiklal Sk. No:11
34381, Sisli, Istanbul, Turkey**

RFP: Provision of Consulting Services for the Czech Knowledge and Experience Transfer for Advancing Milk Value Chain in the Republic of Serbia

REF: “UNDP-IRH-RFP-2017-02”

LEGAL NAME and ADDRESS OF THE OFFEROR: