



REQUEST FOR PROPOSAL (RFP)

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| TO ALL INTERESTED COMPANIES/ FIRMS _____ | DATE: March 11, 2015 |
| | REFERENCE: 42-2015-RFP-UNDP-CP-@ Organization and holding of the Study Tour in the Czech Republic “Employing Czech experience in scaling up the environmental impact assessment in Tajikistan: From legislation to implementation”. |

Dear Sir / Madam:

We kindly request you to submit your Proposal for **the services of organization and holding of the Study Tour in the Czech Republic “Employing Czech experience in scaling up the environmental impact assessment in Tajikistan: From legislation to implementation”** within the framework of joint UNDP and UNEP project implementation **“Poverty-Environment Initiative (PEI)”**.

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

Proposals may be submitted on or before **Wednesday, April 01, 2015** at 12.00 hours local time and via email, courier mail or fax to the address below:

United Nations Development Programme
Tajikistan, Dushanbe, 39 Ayni street

fax: +992 44 6005596, e-mail: procurement.tj@undp.org

Your Proposal must be expressed in the **English language**, 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. 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/procurement/protest.shtml>.

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Aliona Niculita
Country Director, a.i., UNDP Tajikistan
3/11/2015

Description of Requirements

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| Context of the Requirement | The purpose of the RFP is to solicit proposals from experienced companies and firms for the provision of services for organization and holding of the Study Tour in the Czech Republic in the framework of joint UNDP and UNEP project in Tajikistan “Poverty-Environment Initiative” |
| Implementing Partner of UNDP | Committee for Environmental Protection of the Republic of Tajikistan Ministry of Economic Development and Trade of the RT Ecological Commission of the Parliament of Tajikistan Environmental NGO Network |
| Brief Description of the Required Services | Services for organization and holding of the Study Tour in the Czech Republic “Employing Czech experience in scaling up the environmental impact assessment in Tajikistan: From legislation to implementation” for the government specialists as well as the representatives of civil society. (details of the requirements are described in the enclosed Annex 4 Terms of Reference) |
| List and Description of Expected Outputs to be Delivered | A detailed description of the study tour activities, meetings and site visits for the study tour in the Czech Republic and the agenda; ToR on the study tour follow-up with concrete tasks and deliverables; Final Report; Report with gaps and recommendations; A roadmap and methodology on EIA (detailed description is provided in Annex 4 (Terms of Reference)). |
| Person to Supervise the Work/Performance of the Service Provider | UNDP Tajikistan Programme Analyst, Czech-UNDP Trust Fund Project Specialist |
| Frequency of Reporting | The detailed description is provided in Annex 4 (Terms of Reference). |
| Progress Reporting Requirements | The detailed description is provided in Annex 4 (Terms of Reference). |
| Location of work | - Study tour in Prague, Czech Republic - Training and consultancy in Dushanbe (Expected travel: minimum 2 visits required) |
| Expected duration of work | The assignment shall be completed in a period of 6 (six) months upon signing of the contract. |
| Target start date | 20 April 2015 |

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| Latest completion date | 20 October 2015 |
| Travels Expected | Study tour is expected to be organized in Prague, Czech Republic in Q2/2015. The applicants shall propose exact dates, the route of the tour and the programme of study activities when submitting a tender proposal. Travel expenses (travelling, accommodation, per diems) of the involved staff must be included in the financial proposal. When calculating the per diem rates it is necessary to base on the price level in those populated settlements where the trainings planned to be carries out. |
| Special Security Requirements | N/a |
| Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal) | The UNDP draws up the lists of participants of the study tour Return flight tickets for 6 Government participants and 1 UNDP CO monitor, visa, insurance Workshop in Dushanbe Tajikistan: Refreshment, logistics, printing, interpreting etc. |
| Implementation Schedule indicating breakdown and timing of activities/sub-activities | <input type="checkbox"/> x Required (<i>see the Proposal form – Annex 2</i>) <input type="checkbox"/> Not Required |
| Names and curriculum vitae of individuals who will be involved in completing the services | <input checked="" type="checkbox"/> Required (<i>see the Proposal form – Annex 2</i>) <input type="checkbox"/> Not Required |
| Currency of Proposal | <input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency |
| Value Added Tax on Price Proposal | <input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes |
| Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>) | <input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" 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 ¹ | |

¹ 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 border="1"> <thead> <tr> <th>Outputs</th> <th>Percentage</th> <th>Timing</th> <th>Condition for Payment Release</th> </tr> </thead> <tbody> <tr> <td>Preliminary study tour report</td> <td>40%</td> <td>April-June 2015</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>Training materials</td> <td>20%</td> <td>July-September 2015</td> </tr> <tr> <td>Final report compliant with UNDP format submitted to and accepted by UNDP including all deliverables as per TOR</td> <td>40%</td> <td>September 2015</td> </tr> </tbody> </table> | Outputs | Percentage | Timing | Condition for Payment Release | Preliminary study tour report | 40% | April-June 2015 | 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. | Training materials | 20% | July-September 2015 | Final report compliant with UNDP format submitted to and accepted by UNDP including all deliverables as per TOR | 40% | September 2015 |
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| Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment | <i>UNDP Tajikistan Programme Analyst, PEI Project manager and Czech-UNDP Trust Fund Programme Specialist. Other programme/ project officers reserve the right to monitor activities in their discretion.</i> | | | | | | | | | | | | | | |
| Type of Contract to be Signed | <input checked="" type="checkbox"/> Contract for Professional Services | | | | | | | | | | | | | | |
| 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 | <u>Technical Proposal (70%)</u> <input checked="" type="checkbox"/> Expertise of the Firm <i>150 points</i> <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan <i>400 points</i> <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel <i>150 points</i> The proposals that passed the minimum technical score of 70% of the obtainable score of 700 points in the evaluation of the technical proposals (minimal qualified scoring is 490 points) shall become eligible for the financial evaluation and opening financial proposal. | | | | | | | | | | | | | | |

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| | <p><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.</p> <p>The Proposer shall seal the proposal in one outer and two inner envelopes. Both inner envelopes shall indicate the name and address of the Proposer. The first inner envelope shall contain the information specified in Annex 2 (Proposal form), with the duly marked “Original”. The second inner envelope shall include the price schedule duly identified as such.</p> <p>A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 700 points in the evaluation of the technical proposals (minimal qualified scoring is 490 points).</p> <p>The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).</p> <p>In the Second Stage the contract will be awarded to the Contractor who obtained the highest combined scoring for technical and financial proposals.</p> |
| UNDP will award the contract to: | <input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors : |
| Annexes to this RFP | <input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> Financial Proposal Form (Annex 3) THIS MUST BE SUBMITTED IN A SEPARATE ENVELOPE <input checked="" type="checkbox"/> Detailed TOR (Annex 4) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 5) |
| Contact Person for Inquiries (Written inquiries only) ² | <p><i>Procurement.tj@undp.org</i></p> <p>Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p> |
| Other Information | The Proposal should include methodology |

² 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 PROPOSAL³

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

[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 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.*
- g) Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past 3 years*

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.

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

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

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.*

Financial Proposal Form⁵

The Financial Proposal Form is attached hereto in separate Excel file (Annex VI).

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

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

TERMS OF REFERENCE

Employing Czech experience in scaling up the environmental impact assessment in Tajikistan: From legislation to implementation.

Project Title: Poverty-Environment Initiative (PEI) Phase II

Contract title: Study Tour “Employing Czech experience in scaling up the environmental impact assessment in Tajikistan: From legislation to implementation”.

Duration: Study tour: 5 days (without trip time); Workshop and Consultancy: Two visits to Tajikistan during the assignment, estimated total travel **10 days**.

Number of participants: 7 (seven participants)

Site: Czech Republic and Dushanbe, Tajikistan.

1. BACKGROUND

Poverty-Environment Initiative (PEI) is a joint UNDP and UNEP global programme formally launched in 2005 to address poverty, promote security and preserve the ecosystems that poor people rely on for their livelihoods by placing pro-poor economic growth and environmental sustainability at the heart of economic policies, planning systems and institutions. With an overall aim to bring about lasting institutional change and to catalyze key actors to increase investment in pro-poor environmental and natural resource management, PEI helps government decision-makers and a wide range of other stakeholders to manage the environment in a way that improves livelihoods and leads to sustainable growth. Currently, the Initiative is supporting full programmes in 18 countries, including Tajikistan, assisting them in integrating poverty-environment linkages into national and sub-national development planning, from policymaking to budgeting, implementation and monitoring.

Following successful implementation of PEI Phase I in Tajikistan (2010-2013), which demonstrated significant economic, social and environmental results from integrating poverty and environmental linkages in development policy, planning and budget processes, the new phase of PEI has recently been launched covering 2014-2017 with an overall budget of US\$1.1 million. It provides the continuation and consolidation of the results achieved in Phase I of the PEI Programme for Tajikistan.

The overall goal of PEI is to support improved governance and trickle-down effect of sustainable development agenda within national and sectoral development strategies as a result of P-E mainstreaming, thus ensuring better management of natural resources, and enhancement of regional cooperation and knowledge sharing on P-E mainstreaming. The intended outcome of the Tajikistan PEI Phase II is comprehensive strategies and strengthened institutions at the national and local levels enabled to better address existing poverty and environmental issues and facilitating transition to greener and inclusive growth. The Project is implemented in three linked components:

1. P-E approaches and tools for integrated development policies, plans and coordination mechanisms applied;
2. Knowledge base built for institutionalization of cross-sectoral budget and expenditure frameworks and environment-economic accounting systems;

3. Regional cooperation and knowledge sharing facilitated to integrate pro-poor environmental outcomes into regional institutions and sustainable development processes.

PEI Phase I supported the elaboration of the Law “On Environmental Impact Assessment”. The Law was submitted to the Government of the Republic of Tajikistan for further considerations and comments. Once the Law is adopted, there will be a need to develop implementation mechanism and corresponding by-laws. The country lacks local experts in the area of Environmental Impact Assessment (EIA), therefore, the project intends arranging study tour for relevant stakeholders who would contribute to the development and implementation of technical documents. Besides, an EIA expert will be invited from the Czech Republic to develop a method on conducting EIA.

2. MAIN OBJECTIVES

The objective of the study tour is enhancing the capacity of relevant government specialists as well as the representatives of civil society on EIA and the techniques of conducting EIA, as well as developing mechanisms/approaches (methodological papers) to ensure proper application of EIA in Tajikistan.

Setting the objectives above derives from the lack of proper regulation and mechanism on EIA in Tajikistan, weak capacity and awareness of relevant government agencies on EIA, and the need to develop by-laws consistent with international standards once the draft law on EIA is adopted in the Republic of Tajikistan.

Selection of participants and expectations from the study tour

The three governmental agencies selected to take part of the project (namely Committee for Environmental Protection, Ministry of Economic Development and Trade, and Ecological Commission of the Parliament of Tajikistan) are highly influential institutions, and have a vital role in the elaboration and implementation of environmental policies. As a matter of fact, the introduction of EIA in Tajikistan cannot be successful without full understanding and commitment of the representatives of abovementioned institutions to implement this conceptual framework. Therefore, participants will be selected among key decision makers from abovementioned institutions who participated and contributed to the development of draft law on EIA.

The process of EIA also involves the representatives of NGOs to serve as “whistle blowers”. In this sense, and in order to ensure that the voices of environmental NGOs are heard and their contributions integrated into EIA process, it is suggested that representatives of active local NGOs participate in the study tour. All environmental NGOs in Tajikistan are united as a network of NGOs. Therefore, UNDP will suggest that the Environmental NGO Network unanimously nominates one representative from NGOs involved in the drafting of the national EIA legislation.

In case EIA is ambiguous in nature, the common practice is to involve independent experts to evaluate the impact made by the project or programme, within EIA, as a cross-check to the impact assessment conducted by the private entity implementing a project/programme. Therefore, it is proposed that a technical expert is also involved into this Study Tour. The selection of the technical expert will be made based on the experience in conducting EIA for such entities as World Bank (WB) and Asian Development Bank (ADB) (although EIA is not a requirement in Tajikistan, for such entities as WB and ADB it is a corporate requirement, and some local experts are experienced in this area). The participation of the NGO representatives, as well as independent expert in this capacity building activity will also build an understanding among governmental stakeholders on the participatory nature of EIA as a process.

It is expected that the study tour participants will gain a better idea of the EIA, extending their knowledge on the mechanisms for developing and implementing these policies and how to better implement them. In fact, it is believed that the ability of participants to formulate and implement policies, push decision-making and support their implementation will extremely benefit from this visit.

Given the UNDP's expertise and comparative advantage in the area of legislation development, as well as considering there is no follow up and support by the donor community to improve EIA legislation, the role of PEI will be prominent in making the EIA in Tajikistan in line with international standards and norms through capacity building. As stated above, the experience of the Czech Republic as a European model of EIA will be learnt and used in developing EIA policy and implementation mechanisms for Tajikistan that further will be supported by PEI.

Czech Republic is a leading EU country in the area of environmental impact assessment (EIA). The first EIA law in the Czech Republic was passed in April 1992 (Act 114/1992 Coll. on Nature and Landscape Protection) and further, with a view to comply with the requirements of the EC law, it has been amended in 2001 (Act no. 100/2001 Coll. on Environmental Impact Assessment). It is now more than 22 years since the legislation dealing with environmental impact assessment is in force in the Czech Republic. The Ministry of the Environment of the Czech Republic is in charge of the EIA process.

Learning the experience of Czech Republic will serve as a great stimuli and ground for successful introduction of the EIA in the Republic of Tajikistan. At this stage, there is only draft law on EIA developed in the country without implementation mechanisms in place.

Considering the above, Tajik participants should have the opportunity to expose Czech Republic experience on EIA and thus, the program of the study tour should include meetings with the EIA policy developers and decision-makers, public and private institutions in charge of EIA with demonstration of practical examples of EIA. As part of the programme, Tajik participants will present the EIA techniques and practice in Tajikistan to get feedback and recommendations from experienced foreign experts, which should help improve EIA practice in the country.

3. EXPECTED OUTPUTS

A. Study tour

The Contractor should organize five-day Study Tour in the Czech Republic for seven persons from Tajikistan, representing the Committee for Environmental Protection (two persons), the Ministry of Economic Development and Trade (one person), the Ecological Commission of Tajik Parliament (one person), local environmental NGOs (one person), local independent environmental experts (one person), and UNDP Tajikistan (one person).

The Contractor will be responsible for defining and putting together the programme of the Study Tour. The programme should consist of meetings with agencies/institutions that work on (i) policy formulation and decision-making, (ii) application and implementation, and (iii) users of the Environmental Impact Assessment.

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

- Develop the plan and programme for the Study Tour in Czech Republic, including the study goals and expected results, agenda, list of entities to be met, basic information on the visits, sites, etc., both in Russian and English language;

- Facilitate and provide the logistics for the study tour including identifying and booking suitable accommodation and meals, organizing local transportation services, interpretation, communication, meeting rooms/facilities, etc.;
- Provide pocket money to six persons;
- Organize all meetings during the study tour, including one orientation/introductory meeting for participants at the beginning of the study tour, follow the agreed agenda to the point and conclude with a debriefing meeting;
- Provide interpretation services into Russian language;
- Prepare Final Report covering the topics discussed and institutions visited (See Deliverables);
- The agenda should include 1 social event;

B. Consultancy

- Review of legal framework and regulations in the area of EIA in Tajikistan juxtaposing to a best experience in any country with similar to Tajikistan context – estimated **10 days** (5 days on review and 5 days on report).
Output: Report with gaps identified and recommendations on aligning EIA procedure/methodology with international standards;
- Develop a roadmap on introducing changes in EIA techniques for Tajikistan and elaborate a methodology on conducting EIA that is in line with international norms and standards– estimated **6 days**.
Output: A roadmap and methodology;

C. Training

- Develop training module, including presentations, on EIA on the basis of gaps identified during the review, with piloting EIA as per the methodology developed – **4 days**.
Output: A roadmap and methodology, training module;
- Conducting training on EIA as per the above developed module for relevant institutions and civil society institutions - **2 days**.
Output: A training module with presentations;
- Pay at least two visits to Tajikistan during the assignment – estimated total travel **10 days**.

4. DELIVERABLES

The Contractor will produce the following written outputs submitted:

- A detailed description of the study tour activities, meetings and site visits for the study tour in the Czech Republic and the agenda (Preliminary Report on Study Tour); *Russian and English languages*
- ToR on the study tour follow-up with concrete tasks and deliverables for each official/participant to ensure sustainability; *English and Russian languages*
- Final Report in English, incl. final programme of the study tour, the collected feedback from participants, lessons learnt and recommendations.
- Report with gaps identified and recommendations on aligning EIA procedure/methodology with international standards. *English and Russian languages*

- A roadmap on introducing EIA and methodology on EIA application. *English and Russian languages*
- Training report with module and presentations on EIA, which encompass EIA piloting as per the EIA methodology elaborated. *English and Russian language*

5. TIME FRAME OF DELIVERY

The assignment shall be completed in a period of 6 (six) months upon signing of the contract. The start of the assignment is expected to be in April 2015 and to be completed in October 2015. The final schedule will be agreed upon at the beginning of contractual assignment.

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

| Outputs | Percentage | Timing |
|---|------------|---------------------|
| Preliminary study tour report | 40% | April-June 2015 |
| Training materials | 20% | July-September 2015 |
| Final report compliant with UNDP format submitted to and accepted by UNDP including all deliverables as per TOR | 40% | September 2015 |

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

Study Tour time schedule: It is strongly preferred to conduct the study tour in the week commencing on Monday until Friday, (dates to be agreed with the Contractor upon signature of the contract).

6. COMPETENCIES

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

7. QUALIFICATION CRITERIA

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

- Previous cooperation with national and international institutions responsible for formulating and monitoring of public policies;
- Experience with organizing study tour for governmental institutions at national and sectoral level; at least 3 similar references;

- Preferred: Experience in cooperation with international organizations, experience with transition economies of Europe and Central Asia;
- Ability to transfer Czech knowledge on public policies is required (previous cooperation with institutions mentioned in the TOR is preferred).

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

- Education level of personnel (preferably at master's level or equivalent), in a relevant discipline – such as economics, business administration and similar);
- At least 5 years of relevant working experience, i.e. related to EIA;
- Proven track record in organizing international events such as orientation visits, meetings and study tours inviting foreign officials and stakeholders; experience with UN agencies an asset
- Ability to collaborate on capacity development projects involving a diverse range of partners, and in cooperation with various stakeholders - strong preference will be given to those with experience in Post-Soviet region;
- Excellent analytical, presentation and reporting skills;
- Knowledge of English language, at least one member of staff must be fluent in Russian.

8. REQUIRED DOCUMENTS FOR SUBMISSION

The 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;
- Clear presentation of methodology and approach describing all the steps which will lead toward the completion of the assignment;
- The Contractor shall submit detailed timetable of the proposed activities; including:
 - Complete programme study visit – including topics to be covered in theoretical part (lectures, presentations, discussions, etc.), experts to be consulted, visits to selected institutions with brief reasoning of selection of the respective institution, other proposed activities (informal meetings, roundtables, discussions, etc.) and 1 social event (e.g. official dinner, sightseeing, or similar);
 - Proposed time schedule for the activities to be carried out as per the ToR;
 - Description of topics and areas to be covered in study materials, guidelines, etc. for handing over to the participants;
 - Methodology of training and study tour evaluation;
 - Description of general logistics – what type of transport (public transport, rented mini/bus) will be used, type of accommodation (single rooms are required) and other services provided, including type of premises for lectures, technical equipment, refreshments, etc.;

In addition to the hard copy, please also provide all the information on CD-R. Two separate CDs are required for technical proposal and financial proposal.

9. REPORTING

The following documents are to be submitted to the Programme Specialist of the Czech-UNDP Trust Fund and to UNDP Tajikistan:

- i. **Preliminary Report on Study Tour** (content of the study visit to the Czech Republic, programme, including the list of the organizations, list of the participants, the agenda outlining the thematic focus of the meetings etc.) in an electronic format.

- ii. **Final Report**
Final Report (finalized upon feedback and comments from UNDP Tajikistan/ Czech-UNDP Trust Fund). Report has to be submitted in English (draft in electronic format), including content of the study visit to the Czech Republic, the list of organizations visited, the list of participants and the agenda (see Expected Outputs). The Report including financial statement and all written deliverables must be delivered also in print to the Istanbul Regional Hub- Czech- UNDP Trust Fund's Programme Specialist in order to release the last payment based on real expenditures.

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.