



## REQUEST FOR PROPOSAL (RFP) (Deadline extended)

TO ALL INTERESTED COMPANIES/ FIRMS  _____	DATE: May 29, 2015  REFERENCE: <b>117-2015-RFP-UNDP-CP-PPP_extension</b> <i>“Promotion of Public Private Partnership at national and local levels (Use of Czech Experience)”</i>
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Dear Sir / Madam:

We kindly request you to submit your Proposal for the services on “Promotion of Public Private Partnership at national and local levels (Use of Czech Experience)”.

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

Proposals may be submitted on or before **Friday, June 26, 2015** at 12.00 hours local time (UTC+05:00 Исламабад, Карачи) either via email to: [procurement.tj@undp.org](mailto:procurement.tj@undp.org) or via courier mail to the address: United Nations Development Programme, UNDP CP Office, 39 Ayni street, Dushanbe, Tajikistan

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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

*Suhrob Kaharov*  
*Operations Manager, UNDP Tajikistan*  
5/29/2015

## Description of Requirements

Context of the Requirement	The purpose of the RFP is to solicit proposals from experienced companies and firms for the provision of services on “Promotion of Public Private Partnership at national and local levels (Use of Czech Experience)”
Implementing Partner of UNDP	State Committee on Investments and State Property Management of the RT; State Organization “Center for implementation of PPP projects” (PPP Center)
Brief Description of the Required Services	Providing technical assistance to improve the PPP mechanisms through analysis of PPP legislation, existing procedures; Improving the capacities of PPP Center staff members on better practice of public and private projects <b>(details of the requirements are described in the enclosed Annex 4 Terms of Reference).</b>
List and Description of Expected Outputs to be Delivered	Current PPP mechanism in Tajikistan reviewed and improved based on developed recommendations; The capacities of the state authorities and PPP Center enhanced on promotion of PPP at local and national levels <b>(detailed description is provided in Annex 4 (Terms of Reference).</b>
Person to Supervise the Work/Performance of the Service Provider	UNDP Tajikistan, Communities Programme, Senior Economic Development Officer, Czech-UNDP Trust Fund Project Manager
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	- Capacity building, trainings and consultancy in Dushanbe. (Expected travel: minimum 2 visits required to Dushanbe)  - Study tour to Czech Republic (details in Annex 4 - Terms of Reference)
Expected duration of work	The assignment shall be completed in a period of 6 (six) months upon signing of the contract.
Target start date	06 July 2015
Latest completion date	06 December 2015
Travels Expected	Study tour is expected to be organized to Czech Republic in Q4/2015. 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. The Service provider

	should take into the consideration accommodation (please note that a minimum 4-star hotel is required in terms of accommodation standard), translation and other related to study tour costs in Czech Republic. UNDP will cover all other related to study tour costs including visa, round trip airfare of 5 participants. The reduced DSA based on UN DSA scale (pocket money) should be applied in case of covering accommodation and meals costs in the Czech Republic. See Annex 5 - Price schedule for more information.								
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 4 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 checked="" type="checkbox"/> 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	<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>First payment</td> <td>20%</td> <td>July 2015</td> <td>Submission of detailed work plan</td> </tr> </tbody> </table>	Outputs	Percentage	Timing	Condition for Payment Release	First payment	20%	July 2015	Submission of detailed work plan
Outputs	Percentage	Timing	Condition for Payment Release						
First payment	20%	July 2015	Submission of detailed work plan						

	<p><b>Final report and recommendations</b> on further promotion of PPP mechanism in Tajikistan; (first mission to Dushanbe)</p>	30%	July-August 2015	<p>Within thirty (30) days from the date of meeting the following conditions:</p> <p>a) <i>UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and</i></p> <p>b) <i>Receipt of invoice from the Service Provider.</i></p>
	<p>Capacity building activities (second mission) and study tour to Czech Republic is arranged</p>	30%	September –October 2015	
	<p>Final report on study tour, incl. final programme of the study tour, collected feedback from participants, presenting the consolidated evaluation, lessons learnt, recommendations and possible follow up activities.</p>	20%	November December 2015	
<p>Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment</p>	<p><i>UNDP Tajikistan, Communities Programme, Senior Economic Development Officer and Czech-UNDP Trust Fund Project Manager. Other programme/ project officers reserve the right to monitor activities in their discretion.</i></p>			
<p>Type of Contract to be Signed</p>	<p><input checked="" type="checkbox"/> Contract for Professional Services</p>			
<p>Criteria for Contract Award</p>	<p><input type="checkbox"/> Lowest Price Quote among technically responsive offers</p> <p><input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</p> <p><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.</p>			
<p>Criteria for the Assessment of Proposal</p>	<p><u>Technical Proposal (70%)</u></p> <p><input checked="" type="checkbox"/> Expertise of the Firm <i>200 points</i></p>			

	<p><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan <i>350 points</i></p> <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel <i>150 points</i></p> <p>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.</p> <p><u>Financial Proposal (30%)</u></p> <p>To be computed as a ratio of the Proposal’s offer to the lowest price among the proposals received by UNDP.</p> <p>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:	<p><input checked="" type="checkbox"/> One and only one Service Provider</p> <p><input type="checkbox"/> One or more Service Providers, depending on the following factors :</p>
Annexes to this RFP	<p><input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2)</p> <p><input checked="" type="checkbox"/> Financial Proposal Form (Annex 3) <b>THIS MUST BE SUBMITTED or E-MAILED IN A SEPARATE ENVELOPE</b></p> <p><input checked="" type="checkbox"/> Detailed TOR (Annex 4)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 5)</p>

<p>Contact Person for Inquiries (Written inquiries only)<sup>1</sup></p>	<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>
<p>Other Information</p>	<p>The Proposal should include methodology</p>

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<sup>1</sup> *This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.*

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>2</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>3</sup>)*

[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) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- d) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- e) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*
- f) 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.*

### C. Qualifications of Key Personnel

<sup>2</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>3</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes



*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 Form<sup>4</sup>**

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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.

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<sup>4</sup> *No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.*

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## TERMS OF REFERENCES

### *“Promotion of Public Private Partnership at national and local levels (Use of Czech Experience)”*

#### A. PROJECT DESCRIPTION

##### General Background:

During the past years the share of private sector in formation of Gross Domestic Product has been increased up to 50%. Nowadays private sector provides the country production, creates employment and improves the export capacity of Tajikistan.

Currently Government of Tajikistan identified the ways to attract private sector into the public service delivery. During the past 20 years there were no sufficient investments into the public infrastructure, public services became less efficient and there is lack of enough capacity and expertise to manage the public infrastructure, provide services. One of the ways for cooperation and involvement of private sector into the public service delivery process is public and private partnership (PPP) mechanism.

The Government of Tajikistan has implemented substantial work for the development and promotion of PPP in the country, particularly, in December 2012 the Law of RT "On public-private partnership" has been adopted, which created the legal base for introduction and implementation of PPP mechanism. In order to provide implementation mechanism of this Law, the Government of RT formed State Organization "Center for implementation of PPP projects" (PPP Center) under the State Committee on Investments and State Property Management of the RT as operational and consultative body to promote PPP projects at national and local level.

In spite the fact that in the past Tajikistan had already some PPP examples at the national level regulated by the Law of RT "On concession" in transport and energy sectors the new Law provides wider opportunities to involve private sector for other sectors as well as provide more focus at local level. Due to lack of investments especially **at local level** the majority of social and economic infrastructure are being outdated and destroyed and as fact there are issues regarding access to drinking and irrigation water, waste management, bridges and roads and etc.

The PPP Center as state organization is aimed to organize PPP projects review, approval and implementation. It has started operations last year and in order to serve better needs in PPP promotion requires capacity building and further institutional development. The practice of PPP in Tajikistan is new and also requires consideration of experience of other countries in this area.

UNDP Tajikistan has now received support from the Czech-UNDP Trust Fund for a complementing initiative to bring the Czech expertise on public and private partnership to Tajikistan under the project ***“Promotion of Public Private Partnership at national and local levels (Use of Czech Experience)”***. The project will be implemented within the framework of UNDP Tajikistan, Communities Programme.

The Communities Programme (CP) is a multi-year initiative that builds on the previous accomplishments of UNDP Tajikistan since 1996. The Programme supports the implementation of Tajikistan's Living Standards Improvement Strategy for 2013-2015, National Development Strategy (NDS) and the United Nations Development Assistance Framework outcomes to address economic initiatives and local governance at the community level. It has five Area offices in Sughd, Khatlon Regions, and the Rasht valley.

UNDP Communities Programme as umbrella programme for various UNDP projects in local development and implements various initiatives aiming at enhancing capacities of public sector to implement local development activities, improving public service delivery, supporting private sector development, vocational trainings, easing access to finance, introducing new methods and technologies of business development, mainstreaming environment, gender, crisis prevention, disaster risk management issues into the local development context, cross border collaboration and etc.

During the last 5 years, UNDP CP has introduced several innovative approaches and solutions to promote local development in Tajikistan. These approaches have been integrated through different initiatives under the CP portfolio, such as Rural Growth Programme (RGP), Aid for Trade (AFT) and Poverty and Environment Initiative (PEI) among others. Application of these innovative approaches and practices resulted in better planning, successful implementation of local priorities, establishing feedback mechanisms and interaction between public and private sectors and civil society, public services delivery transparency, strengthening public and private partnership and etc.

### **Czech Republic Expertise on Public and Private Partnership promotion**

The Czech Republic has sufficient experience in engaging the private sector into the process of providing public services. This is due to created favorable conditions in PPP promotion through the high government interest and appropriate legislative base. The PPP activities in Czech Republic is regulated by Acts on Concession Contracts and Concession Procedures, however in Tajikistan there are two laws, which regulates PPPs, one of which is the Law on Concession (2011) and Law on PPP in Tajikistan (2012). If the first law regulates the PPP relations in terms of use of natural resources the second one provides opportunities for the wider spectrum of PPPs in Tajikistan. However, there are still some misunderstandings on the spheres of Laws implementation and usage.

The PPP in Czech Republic has a good practice at national and local level and applies the practice of other countries as well. From the institutional framework the Ministry of Finance of Czech Republic promotes PPP in Czech Republic along with PPP Center, Ministry of Regional Development and other ministries, PPP Association, Institute for Sustainable Development and Settlements and etc. In case of Tajikistan the PPP promotion functions is only under the responsibilities of State Committee on Investments and State Property Management of RT (State Organization "Center for implementation of PPP projects"). Despite of existing institutional framework in Tajikistan there are insufficient capacities of staff members engaged in the PPP promotion (due to new direction and lack of practice), interaction and engagement with other ministries, gaps in promotion and implementation of PPP's at local level and etc.

The Czech Republic expertise will add value to following aspects of PPP promotion in Tajikistan:

1. Screening and reviewing of legislation related to implementation of PPP projects at the local level;
2. Strengthening the coordination and role of PPP authorities and collaboration with other structures;
3. Institutional development of PPP Center and strengthening capacities of its staff members;
4. Improving the methodology and procedures of PPP projects consideration including value for money, investment and feasibility study of proposed projects;
5. Understanding of local level PPP projects and their ranges, role of public sector in PPP promotion; incentives and etc.

UNDP Tajikistan is looking for the experienced organization who has working experience in Czech Republic and reach out to local and national authorities and experts to implement the activities provided in the Section C of given TOR.

## **B. SCOPE OF SERVICES, EXPECTED OUTPUTS AND TARGET COMPLETION**

The implementation of the project will contribute to achieve the outcome in wide use of PPP mechanisms at local level and assist to improvement of level and quality of public service delivery.

It will assist in better promoting the PPP mechanism among the public and private sector, especially at local level; improve the number of PPP projects, public service provision and population satisfaction in Tajikistan.

In order to achieve this outcome, experts from the relevant structures will be involved to support implementation of below mentioned tasks under the outputs and bringing the world best practice into the Tajikistan.

**Output I: Current PPP mechanism in Tajikistan reviewed and improved based on developed recommendations:**

**Output II: The capacities of the state authorities and PPP Center enhanced on promotion of PPP at local and national levels:**

The implementing partner will be responsible for implementation of activities under the above given main outputs.

The assignment will require the completion of the following tasks:

#	DELIVERABLES	INDICATIVE ACTIVITIES
<b>Stage I:</b> Technical assistance to improve the PPP mechanisms in Tajikistan (Home and Tajikistan based activities) 1 round trip to Dushanbe ( up to 5 days).		
1.	<b>Output 1: Current PPP mechanism in Tajikistan reviewed and improved based on developed recommendations:</b>	<ul style="list-style-type: none"> <li>• Conduct study/analysis of PPP mechanism in Tajikistan including the current legislation, procedures;</li> <li>• Provide recommendations to State Unitary Enterprise (SUE) “Public Private Partnership Center” on improvement of existing PPP promotion mechanism including current</li> </ul>

#	DELIVERABLES	INDICATIVE ACTIVITIES
		legislative framework; <ul style="list-style-type: none"> <li>• Prepare <b>final report and recommendations</b> on further promotion of PPP mechanism in Tajikistan based on the above;</li> </ul>
<b>Stage II: Improving the capacities of PPP Center on better practice of public and private projects.</b> 1 round trip to Dushanbe. (up to 7 days)		
2.	<b>Output 2: The capacities of the state authorities and SUE “Public Private Partnership Center” enhanced on promotion of PPP at local and national levels:</b>	<ul style="list-style-type: none"> <li>• Identify needs of “PPP Center” professional staff members in promotion and implementation of PPP in practice;</li> <li>• Provide capacity building trainings for the “Public Private Partnership Center” professional staff members based on identified needs (up to 3-5 days);</li> <li>• Organize 1 study tour to the Czech Republic to learn the experience in PPP promotion</li> </ul>

The Contractor will produce the following written outputs submitted in the English and Russian languages:

- **Final report and recommendations** on PPP promotion
- **Training materials** for the capacity building
- **Detailed agenda** of the study tour and **logistics note** for the participants.
- **Preliminary report on study tour** - a 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 study tour**, incl. final programme of the study tour, collected feedback from participants, presenting the consolidated evaluation, lessons learnt, recommendations and possible follow up activities.
- **Financial statement of costs** is to be submitted before the last installment (template to be downloaded from the Czech-UNDP website). The Czech-UNDP Trust Fund is funding its activities based on real expenses of the Contractors, hence requires Contractor to keep all invoices and related financial documents.

#### C. DURATION OF WORK

The implementation of all activities (preparation, implementation and reporting) should not exceed 6 months and should be completed by end of 2015.

#### D. LOCATION OF WORK

Tajikistan: Dushanbe. Two visits of PPP expert under the implementation of Output 1 and 2. The main beneficiary of the project is State Organization “Center for implementation of Public and Private Partnership Projects”, business communities and associations. The capacity building activities should be organized for 10 representatives of public and private sector.

Czech Republic: Prague and suburb districts to learn the PPP practice at national and local level. Total 4.5 days (6 nights) of the study tour<sup>5</sup>. The study tour will be organized for 5 representatives.

#### **E. INSTITUTIONAL ARRANGEMENT**

The Service provider will be supervised by UNDP Tajikistan Communities Programme, Senior Economic Development Officer and UNDP Czech Trust Fund Manager. The progress reports will be presented on a 'deliverable base' and at the requirement of UNDP and are subject to approval by the UNDP, Communities Programme and the Trust Fund Manager.

#### **F. QUALIFICATIONS OF THE SUCCESSFUL SERVICE PROVIDER AT VARIOUS LEVELS**

The Service Provider should have the following qualifications:

- At least 3 years of experience in provision of technical assistance, consulting services, preparation and facilitation of study tours, trainings or workshops for foreign participants; experience in conducting the above in the area of public and private partnership projects promotion, private sector development, improving the capacities of public sector;
- Working experience from the Czech Republic and reach out to local and national authorities and experts is required;
- Knowing the development context in Central Asia and particularly Tajikistan is an asset;
- Possesses technical and human resources for successful implementation of the assignment and/or has capacities to subcontract external consultants or NGOs/companies.
- Track record of at least three relevant projects, experience from the Western Balkans or the South-East Europe preferred.

The staff/experts involved in implementation should meet the following qualification criteria (The minimum no. of the project staff is two – a Project Manager/team Leader and PPP expert):

- The PPP expert should have an advanced (MA) degree in Economics, Governance or similar field; the Project Manager should have at least Bachelor degree or equivalent and at least 5 years of experience in managing similar projects;
- Minimum 5 year of working experience on required area of expertise; proven record of consultancy services/facilitation in the field of PPP promotion and development
- 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 the Western Balkans or the South-East Europe;
- Excellent analytical, presentation and reporting skills;
- Excellent command of English language is obligatory; knowledge of Russian will be considered as an asset

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<sup>5</sup> The Service provider should take into the consideration accommodation (please note that a minimum 4-star hotel is required in terms of accommodation standard), translation and other related to study tour costs in Czech Republic. UNDP will cover all other related to study tour costs including visa, round trip airfare of 5 participants. The reduced DSA based on UN DSA scale (pocket money) should be applied in case of covering accommodation and meals costs in the Czech Republic. See Annex 5 - Price schedule for more information.

**G. PRESENTATION OF TECHNICAL PROPOSAL** (see also the respective Section of the solicitation documents)

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 phone numbers for contact persons;
- CV of the Team Leader;
- CVs of other experts that the Contractor might use for the implementation of the activities;
- Clear presentation of methodology and approach describing all the steps which will lead toward the completion of the assignment;
- A draft programme of the study visit – including topics to be covered in the theoretical part (lectures, presentations, discussions, etc.), experts to be consulted, visits to the selected institutions with brief justification of selection of the respective institution, other proposed activities (informal meetings, roundtables, discussions, etc.) and 1 social event (e.g. official dinner, sightseeing, or similar);
- Proposed time schedule for the activities to be carried out as per the ToR;
- Description of topics and areas to be covered in study materials, guidelines, etc. for handing over to the participants;
- Description of general logistics – what type of transport (public transport, rented mini/bus,...) will be used, type of accommodation (single rooms are required) and other services provided, including type of premises for lectures, technical equipment, refreshments, etc.;



## ***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.