

REQUEST FOR PROPOSAL (RFP)

UNDP Istanbul Regional Hub for Europe and the CIS Key Plaza, Abide-i Hürriyet Cd. İstiklal Sk. No/11, Şişli,	DATE: 19.06.2015
34381, Istanbul, Turkey	REFERENCE: 2015/16/RFP – Transfer of Czech know-how: Improved governance for increased competitiveness in four planning regions in FYR Macedonia

Dear Sir / Madam:

We kindly request you to submit your Proposal for **2015/16/RFP – Transfer of Czech know-how:** Improved governance for increased competitiveness in four planning regions in FYR Macedonia

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

Proposals may be submitted on or before **16:00 EEST, 6 July, 2015** via courier mail to the address below:

UNDP Istanbul Regional Hub for Europe and the CIS Key Plaza, Abide-i Hürriyet Cd. İstiklal Sk. No/11, Şişli, 34381, Istanbul, Turkey Mr. Murat Akin, Procurement Manager

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

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

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

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

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

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

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 4.

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: <u>http://www.undp.org/procurement/protest.shtml</u>.

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 : <u>http://www.un.org/depts/ptd/pdf/conduct_english.pdf</u>

Thank you and we look forward to receiving your Proposal.

Andrey Pogrebnyak Operations Manager 19/06/2015

Description of Requirements

Context of the Requirement	UNDP Country Office in Skopje contributes significantly to integrated sub- national development of the country, as it can draw on the valuable lessons learned through the implementation of numerous projects at regional and local level. These include community development and planning, decentralized service delivery, development of LED units and LED plans, established forms of inter-municipal cooperation, including the latest inclusive Networks and business support units at regional level. Through its on-going projects UNDP supports structures that are directly linked to improving competitiveness at the regional level and preparing for the influx of IPA 2014-2020 funding earmarked for the Competitiveness and Innovation Sector by strengthening the absorption capacities.
	While competitiveness is becoming a key objective both for the EU support and the national authorities, regional and local development will continue to be one of the most complex challenges for the municipalities and the Centers of the eight planning regions in the forthcoming period. They all face similar problems in terms of understaffing, lack of human and financial resources and underdeveloped infrastructure.
	As a concrete response, the UNDP CO in Skopje is implementing activities focused on the priority local development challenges, including: the creation of all-inclusive local and regional governance platforms, diversification of the local service delivery tools and cross-cutting the economic pillar with the social (inclusion) and environmental protection pillars. The aim of the on-going activities is to increase the role of the Centers of the planning regions in coordinating and channeling investments at the planning region level and strengthening the inter-municipal cooperation and partnerships between the local authorities, the centers of the planning regions, the private sector and civil society.
	The joint focus of UNDP and its national and local partners in the coming period will be also to explore further integrated forms of partnerships more closely linked to economic activities that have comparative advantages at micro region level that will increase competitiveness and sustainability at regional level. The extensive experience of UNDP in motivating the municipal authorities to make a joint approach to potential domestic and foreign investors and to work together on increasing regional competitiveness is the foundation for ongoing and upcoming activities.
	For more information please refer to the Terms of Reference (Annex III).
Brief Description of the Required Services	The Contractor and its experts shall transfer knowledge, skills and best practice through three (3) missions (with a duration of 5 working days each) that will

	include meetings with the relevant stakeholders and workshops/trainings in the
	country on the following indicative topics: state aid for private sector support at
	sub-national level – coordination of the implementation, communication, info
	sharing and capacity development, operational programming, planning and
	monitoring, analyses and synchronization of different programmes and subsidies
	schemes for the private sector, project management; creation, management and
	promotion of industrial zones established by the local authorities and support to
	SMEs development (small business startup centers, incubators, accelerators,
	laboratories and information hubs, etc.)
List and Description of	3 Trainings in Skopje (3x training materials)
Expected Outputs to	Preliminary report on study tour (to the Czech Republic)
be Delivered	Final Report
Person to Supervise	Czech-UNDP Trust Fund Programme Specialist
the	UNDP Country Office Manager
Work/Performance of	
the Service Provider	
Frequency of	The Contractor will report directly to the Supervisors. During the fulfilment of
Reporting	their works, the Contractor will ensure regular communication with Supervisors
	prior to the delivery of expected results. The Contractor shall ensure quality and
	timely delivery of the expected results, and will regularly inform the Supervisors
	of the progress as well as any obstacles that might occur.
Progress Reporting	The Contractor will produce the following written outputs submitted in the
Requirements	English language:
	Training materials incl. training synopsis
	• Detailed agenda of the study tour and logistics note for the participants.
	• Final Report in English, incl. final programme of the study tour, collected
	feedback from participants on both study tour and trainings, presenting
	the consolidated evaluation, lessons learnt, recommendations and
	possible follow up activities.
Location of work	Czech Republic, Prague, Region(s) in the Czech Republic to be specified by
	Contractor
	Skopje, Macedonia
Expected duration of	July-December 2015
work	
Target start date	15.07.2015
Latest completion	31.12.2015
date	
Travels Expected	Czech Republic, Prague, Region(s) in the Czech Republic to be specified by
	Contractor (one study tour, 3 days of programme)
	Skopje, Macedonia (three missions, each 5 days)
Facilities to be	Participants' return flight tickets, visa, insurance, see complete list in TOR
Provided by UNDP (i.e.	Full travel costs of 1 UNDP Project staff (incl. accommodation, meals)
must be excluded	ישיר מה נומעבו נטאנא טו ב טועטר דוטןפנו אנמה (חונו. מננטוווווטעמנוטוו, ווופמוא)
from Price Proposal)	
Implementation	
Implementation Schedule indicating breakdown and timing	⊠ Required

of activities/sub-	
activities	
Names and curriculum vitae of individuals who will be involved in completing the services	⊠ Required
Currency of Proposal	☑ United States Dollars
Value Added Tax on Price Proposal	M must be exclusive of VAT and other applicable indirect taxes
	Bidders shall take into account the following issues, while preparing their bids: UN and its subsidiary organs are exempt from all taxes. Therefore, bidders shall prepare their bids excluding VAT.
	It's bidders responsibility to learn from relevant authorities (Ministry of Finance) and/or to review/confirm published procedures and to consult with a certified financial consultant as needed to confirm the scope and procedures of VAT exemption application as per VAT law, Ministry of Finance's General Communiqués and all other related legislation.
Validity Period of Proposals (Counting	⊠ 120 days
for the last day of submission of quotes)	In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	⊠ Not permitted

Payment Terms	Deliverables	Target Delivery date	Instalments, % (upon UNDP's approval of satisfactory services), payable within 30 days		
	DELIVERABLE 1: Training 1 on "State aid for private sector support at sub-national level, analyses and	15 August 2015	20 % upon satisfactory delivery of the training and training materials		
	DELIVERABLE 2: Training 2 on "Creation, management and promotion of industrial zones established by the sub-national authorities (regions and municipalities)"	15 September 2015	30 % upon satisfactory delivery of the training and training materials		
	DELIVERABLE 3: Training 3 on "Support to SMEs development (small business startup centers, clusters incubators, accelerators, laboratories and information hubs, etc.)"	15 October 2015	20 % upon satisfactory delivery of the training and training materials and preliminary report on study tour		
	DELIVERABLE 4: Study trip to Czech Republic	30 November 2015	30 % upon satisfactory delivery of the Final report incl. Training report and Final report on study tour and all previous deliverables		
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Supervisors.				
Type of Contract to be Signed	Contract for Professional Services	;			
Criteria for Contract Award	☑ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution). Only proposals that achieve at least 70% on the technical part will be considered as technically compliant.				
	☑ Full acceptance of the UNDP Cont This is a mandatory criterion and car				

		es required. Non acceptance of the G Proposal.	C may	be gro	ounds fo	r the re	Jection
Criteria for the Assessment of Proposal		Summary of Technical and Financial Proposal Po Evaluation Ob na		i i i i i i i i i i i i i i i i i i i			ers
				A	В		С
	1.	Expertise of Firm / Organization submitting Proposal	20				
	2.	Proposed Work Plan and Approach	20				
	3.	Personnel	30				
		Total for technical proposal	70				
		Total for financial proposal	30				
		TOTAL – max obtainable points	100				
		orm 3: Personnel	-	ints	Compa	any /	Other
	Tech Form	nical Proposal Evaluation า 1	ob ble	taina	Entity A	В	С
	Expe	Reputation of Organisation submitting prop Reputation of Organisation and Staff (Competence / Reliability) / Previous wo for major multilateral/ or bilateral programmes/ References/Green and CSF policy At least 3 years of active consultancy on foreign direct investments and business development, industrial zones development, SMEs support schemes an providing consultancy to public bodies an governmental institutions; working	rk t	5			
		experience from the Czech Republic on F and public policies, industrial zones	DI				

	1			1	
1.3	Available technical and human resources	5			
1.4	Experience with organizing of study tours and trainings for participants from abroad, preferably ECIS countries (at least three	5			
	similar assignments); previous cooperation with UNDP is an advantage				
Tota	l Part 1	20			
			1		
Tech Forn	nical Proposal Evaluation 1 2	Points Obtainabl e	Compa Entity	<u> </u>	Other
		e	А	В	С
Prop	osed Work Plan and Approach				
2.1	Is the scope of task well defined and does it correspond to the TOR?	5			
2.2	Is the methodology of elaboration of requested documents well prepared and complex?	5			
2.3	Is the proposal well structured, work plan clear and is the sequence of activities logical, realistic and promise efficient implementation to the project?	5			
2.4	Have the important aspects of the task been addressed in sufficient detail?	5			
	Total Part 2	20			
	nical Proposal Evaluation	Points Obtain	Comp	-	Other
Forn	13	able	Entity A	B	С
			A	D	Ľ
Pers	onnel Education level of personnel (MA university	5			
	degree in the area of economics, industry, c other areas relevant for the assignment)				
3.2	Proven track record in organizing events s as orientation visits, meetings and study to involving foreign officials and stakeholders least three similar assignments); previ experience with UNDP will be an asset	urs, (at			
3.3	At least 5 years of experience in consulting public and private bodies in the Czech Repu and abroad in the field of FDI, industrial zon development, SMEs support schemes and business development				
			-		
3.4	Language skills	5			

	3.5	Proven experience in cooperation with	5			
		international organizations or other bodies				
		responsible for formulating public policies (at				
		least 3 similar assignments); previous working				
		experience with UNDP or other international				
		agencies will be an asset; experience with				
		Balkan countries will be an asset				
		Total Part 3	30			
	Einong	ial Dronacal (20%)				
		ial Proposal (30%)	a tha la	west pr		ong tha
		computed as a ratio of the Proposal's offer t sals received by UNDP.	o the id	west pr	ice amo	ong the
UNDP will award the	🛛 One	and only one Service Provider				
contract to:						
Annexes to this RFP	🛛 Fori	n for Submission of Proposal (Annex 2)				
	🖾 Det	ailed TOR (Annex 3)				
	🖾 Gen	eral Terms and Conditions / Special Condition	ns (Anne	ex 4)1		
	🛛 Fori	n for Submission of Financial Proposal (Anne:	x 5) – T	HIS MUS	ST BE	
	SUBM	ITTED IN A SEPARATE ENVELOPE				
	In add	ition to two hard copies, please also provide	all the ir	nformati	on on (CD-R
	(two s	eparate CDs are required for technical propos	sal and f	financial	propo	sal).
	Financ	ial and technical offers must be submitted se	paratel	y in a cle	arly ma	arked
	envelo	pes ("Financial Offer", "Technical Offer", with	h CDs in	side). It	is also	
	requir	ed to clearly mark the submission envelope w	ith the	tender r	eferen	ce
	numbe	er				
Contact Person for	Murat					
Inquiries	Procur	ement Manager				
(Written inquiries only) ²	Procur	ement.irh@undp.org				
	Any de	elay in UNDP's response shall be not used as a	a reasor	for exte	ending	the
	deadli	ne for submission, unless UNDP determines t	hat sucl	n an exte	ension	is
	necess	ary and communicates a new deadline to the	e Propos	sers.		

¹ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process. ² This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or

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.

Annex 2

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery³)

Offeror's location Date

To: UNDP Istanbul Regional Hub for Europe and the CIS, Key Plaza, Abide-i Hürriyet Cd. İstiklal Sk. No/11, Şişli, 34381, Istanbul, Turkey

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP, 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.

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 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.

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

Annex III

TERMS OF REFERENCE

Transfer of Czech know-how: Improved governance for increased competitiveness in four planning regions in FYR Macedonia

I. BACKGROUND

FYR Macedonia⁴

FYR Macedonia continued to record steady economic progress in 2014. GDP grew by an estimated 3.7%, fuelled by both foreign direct investment and government-funded infrastructure projects. As the Government aggressively wooed investors with low taxes and other incentives, the country earned high scores in international competitiveness rankings. The World Bank's newest Doing Business report ranked the country highest among the Western Balkan economies and 30th of 189 countries globally. The outlook is positive, with GDP forecast to rise by 4.1% in 2015 and 4.5% in 2016. GDP per head, currently almost USD 5,000, has doubled in the 23 years since the country achieved independence, and FYR Macedonia now qualifies as a high-middle-income economy.

According to the most recent list of the Forbes magazine, the country is ranked as 36th among 145 best countries for doing business and compared to 2007, a ranking improvement of 46 positions is noted. With the exception of Slovenia, FYR Macedonia is better ranked compared to all other countries in the region, such as Croatia, Bulgaria, Montenegro, Albania, Greece, Bosnia and Herzegovina, and Serbia. FYR Macedonia ranks 43rd out of altogether 183 countries according to the Index of Economic Freedom of the Heritage Foundation in 2014, and compared to 2006, progress of 35 places has been made. Compared to the European countries, the country is on the 20th place in competition of 43 countries, with an overall score being above both world and regional averages. In the latest Global Competitiveness Report by the World Economic Forum in 2013, the country was ranked on the 73rd place, which is a significant improvement of 21 places compared to 2007.

However, some daunting socio-economic challenges remain. Growth depends in part on public-sector stimulus that is unsustainable in the longer term. The unemployment rate, though in decline, remains above 28% overall, and one of every two young people under 25 is jobless. 26.2% of the population lives at risk of poverty, with large families, the jobless, and vulnerable groups such as Roma facing substantially higher rates. The distance between the wealthiest and the poorest segments of the population continues to widen; according to the World Bank, growth has benefitted high-income groups, while the "bottom 40%" have lost ground. Finally, GDP per head is just 35% of the average for the European Union (EU), which remains the standard to which the country aspires.

EU accession continued to provide a framework for the country's ongoing domestic reforms besides the multi-year slowdown due to the bilateral issue (with the Republe of Greece) over the country's name.

The national legislation in support of the private sector, the regional development and the competitivness incorporates the following crucial affirmative regulations and strategies:

- Law on Balanced Regional Development that defines the institutional framework, and the policy makers at national and regional level. This law provides the Centers for Development of Planning Regions with a mandate for implementing the balanced regional development policy.
- Law on Tourism that regulates the tourism activities.

⁴ Evidence

[•] World Bank, Doing Business 2015: Going Beyond Efficiency, October 2014.

[•] World Bank, Country Partnership Strategy for FY2015-FY2018, August 2014.

[•] European Commission, Enlargement Strategy and Main Challenges 2014-15, October 2014

[•] European Commission, The Former Yugoslav Republic of Macedonia 2014 Progress Report, October 2014

[•] National Bank of the Republic of Macedonia, Revision of the Macroeconomic Projections, October 2014

[•] State Statistical Office, Laeken Poverty Indicators in 2012, November 2014

- Law on Innovations that defines the foundation of an Innovations and Technological Development Fund (ITDF).
- Law on Concessions and Public-Private Partnerships.
- Law founding the Agency for Promotion of Entrepreneurship.
- Law founding the Agency for Foreign Investments and Export Promotion.
- Law founding the Agency for Financial Support of Agriculture and Rural Development.
- Law on Technological and Industrial Development Zones.
- Law on the Macedonian Bank for Development Promotion, establishing an institution that provides favorable loans with preferential conditions and subsidized interest rates.
- 2014-2018 Program of the Government.
- 2014-2016 Pre-accession Economic Program.
- 2009-2019 Regional Development Strategy (revised for the 2015-2019 period).
- Action Plan for implementing the 2013-2015 Regional Development Strategy.
- Planning Regions Development Programs (2015 2019).
- 2009-2020 Industrial Policy.
- Program and Plan for the construction of the technological-industrial development zones.
- Revised National Strategy for Development of Small and Medium Enterprises (2002 2013).
- Tourism Development Strategy in the Republic of Macedonia (revised for the period until 2015).
- 2012-2017 National Strategy for Rural Tourism.
- 2013 2017 National Program for Agriculture and Rural Development and 2007 2013. National Strategy for Agriculture and Rural Development (under revision).
- National Employment Strategy until 2015.
- 2015 Action Youth Employment Plan in the Republic of Macedonia and
- 2012-2020 Innovation Strategy.

The listed strategies are implemented through programs and action plans for implementing the strategies. It is important to mention that the period covered by the National Strategy for Development of Small and Medium Enterprises has expired and there is a need for a policy covering the next period. However, this could be an opportunity for planning strategic measures and specific activities for synchronizing the roles and the mandates of the involved institutions, including the Centers of the planning regions in support of the small and medium enterprises (SMEs). Until this gap is fulfilled the support for the SMEs is done with two annual programs, the first one is of the Ministry of Economy, drafted by the SMEs Entrepreneurship and Competitiveness Department, and the second one is the annual program of the Agency for Promotion of Entrepreneurship.

The country has one layer of local government comprised of 80 municipalities and the City of Skopje as a special local self-government unit. The territory of the country is divided in eight (8) planning regions. The regional development involves a number of institutions i.e. the national Council for Regional Development, the Ministry for Local Self-Government, and the Councils for Developing the Planning Regions, the Regional Development Bureau and the Centers for Development of Planning Regions. The role of the Centers for Development of Planning Regions is primarily to provide expertise in the field of the regional development that also incorporates implementation of 5 years programs for development of the planning regions.

All the existing Programs for Development of Planning Regions incorporate economic measures and strategic objectives for supporting SMEs, industry, employment and innovations. The Programs for Development of Planning Regions are drafted in consultations with the ministries, aimed at harmonizing the abovementioned national strategies and programs at regional level.

The most important limitations and risks for the process of regional development that have been noticed in the strategies, programs as well as reports financed by the donors' agencies are the following:

- Insufficient finances from the national budget allocated for regional development.
- Insufficient human resources and capacities to manage the development process at regional and local level.

- Established systematic top down approach instead of bottom up approach for achieving efficiency and effectiveness.
- Lack of strong partnerships among the stakeholders in the process of implementation as well as in the process of identification of strategic priorities and innovative projects that integrate all the stakeholders.
- Lack of financial stability and sustainability of the institutions responsible for balanced regional development.

Vertical cooperation and coordination

The Law establishing the Agency for Foreign Investments and Export Promotion of the Republic of Macedonia (2010/amended in 2011) helped create INVEST Macedonia as a government institution that is directly responsible for attracting foreign investment and helping foreign companies that have realized investments in the country. In addition to this basic function, the Agency supports domestic export-oriented companies through promotional and other programs.

http://www.investinmacedonia.com/

The Agency has a comprehensive set of information and data on the business climate and investment opportunities in the country including a database of brownfield investments in the 8 Planning Regions and municipalities within the Planning Regions.

http://brownfields.investinmacedonia.com/

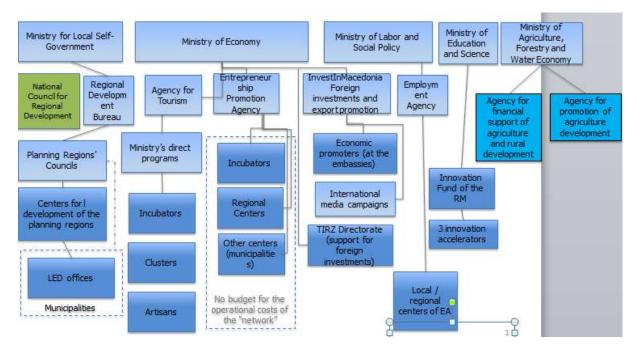
In addition, through the Agency for Foreign Investments and Export Promotion, 32 offices for promotion of investment and exports have been opened, particularly in countries where there is significant interest to invest in Macedonia and the greatest potential to enhance trade. Using these offices the economic promoters continue their activities of getting in contact with, and presenting before an even larger number of companies. The Government also hired 26 people - economic promoters in order to establish direct contact with the identified target companies, local chambers of commerce and other business associations in the following countries: Austria, Albania, Azerbaijan, Belgium, Germany (3), Italy, Canada, Qatar, the United Kingdom (2), Poland/Hungary, Russia (2), United States (3), Serbia/Bulgaria, Turkey (3), the Netherlands, Sweden, Switzerland, South America, Mexico and the United Arab Emirates.

A promotional media campaign entitled "Invest in Macedonia" was also carried out on selected influential television media (CNN, CNBC, Euronews, SKY News/Fox, Bloomberg and NTV) that according to their viewers' ratings and audience they address, correspond to the target group of the campaign. This activity has continued building the country's image as an attractive business destination by presenting the positive experiences of foreign investors in the country.

The Law on Technological and Industrial Development Zones - TIDZs (2007/amended in 2010) provides subsidies for foreign investors in the TIDZs. A directly responsible institution for TIDZs is the Directorate for Technological Industrial Development Zones, which has been operational since 2002. http://www.fez.gov.mk/

The Directorate manages the 4 TIDZs established: Skopje 1 and 2, Shtip and Tetovo. Currently, activities are being implemented for the establishment of 10 new TIDZs with an aim to balance the regional development of the country.

The structure of the public institutions supporting the business sector in the country is presented bellow.



The support of the private sector is under direct supervision of the Ministry of Economy. An additional responsibility for the economic development and support of the private sector lies with the Ministry of Labor and Social Policy and the Ministry for Local Self-Government. Smaller but not less important is the responsibility linked to the implementation of the programs for economic development by the Ministry of Education and Science and the Ministry of Agriculture, Forestry and Water Economy. The coordination of the realization of the economic development priorities is done by the Vice President of the Government responsible for economic affairs and his office.

The Agency for Promotion of Entrepreneurship and the Agency for Foreign Investments and Export Promotion are under the hat of the Ministry of Economy. In addition, the Ministry of Economy apart from the program activities also implements directly programs supporting the private sector, such as the Business Plan Competition, support programs for artisans, tourism, clusters and incubators.

Agency for Promotion of Entrepreneurship- APE was founded in 2003 in order to support the entrepreneurship and the development of small and medium enterprises in the country. Currently it has a small number of programs such as the voucher system for consulting services for the companies that enables the development of the existing companies by covering up to 50% of the value of consulting services. It is also actively involved in the selfemployment program along with the Employment Agency and UNDP. The other services incorporate entrepreneurship trainings for teachers and professors as well providing information on the SMEs using the infostand activity. In the past APE had significant support from EU projects for capacity building and technical assistance, but due to lack of budget and capacities it has failed in fully performing its function. The agency has a total of 12 employees, and the finances from the State Budget are smaller than the project funding of the Agency. The total budget (operational and program) in 2014 has been about MKD 27 million out of which MKD 13 million are funds from the national budget (including salaries for the employees and operational costs).

APE implements its activities via the so-called **network of foundations and regional centers for promotion of small and medium enterprises**, and it cooperates with eight regional foundations and local incubators. Still, the implementation of the activities through the APE partners is achieved via the annual tender procedure for the selection of foundations-implementers that significantly prolongs the process of implementing the activities of APE. In the past years 23 centers have been established as non-profit organizations, such as the Foundations for Development of Small and Medium Enterprises (still formally functional in Skopje, Veles, Bitola, Strumica and Kumanovo), ESA Foundations (functioning still in Tetovo and Ohrid), as well as Preda Plus Foundation in Prilep (founded with the support of the Swiss Agency for Development and Cooperation). Consequently, the APE at the moment is supporting only eight (8) centers. The APE programs (info-stand and voucher system) cover 3-5% of the

total incomes and activities of the existing centers. The existing centers mainly function as consulting companies and they primarily implement donors' funded projects.

Nine (9) incubators had been established in the country so far but only the YES Incubator in Skopje (established with the support of SINTEF) and the Bitola Business Incubator (established by a USAID Project) are still functional. Out of these two incubators, only the YES incubator is part of the APE network, while the Bitola Business Incubator in 2012 received funds for organizing trainings for unemployed in the rural areas in the Pelagonija Region as a program activity supported directly by the Ministry of Economy.

With the directly implemented program of the Ministry of Economy, in 2007 and 2008 the Ministry established local business centers in 14 municipalities, but due to the character of the centers (managed by municipal employees) they were not able to implement the programs and the measures of the national agencies. The information provided by the Ministry is that according to the last check, none of the centers has offered services and has been active even though some of them are still formally active at the municipalities, but usually with only one employee who also performs additional assignments.

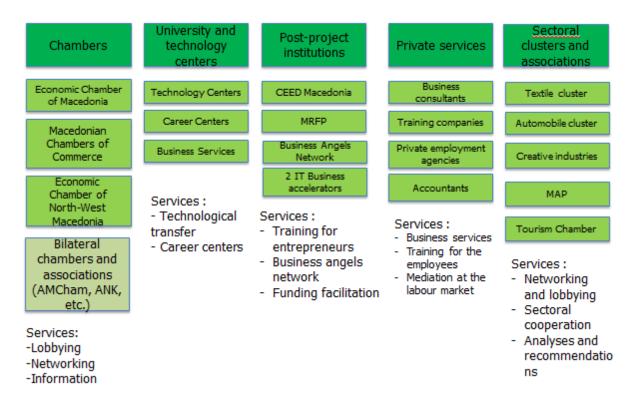
The other programs of the Ministry of Economy also incorporate the support for the clusters, in 2014 with a total budget of MKD 1.6 million for the support of projects of the cluster associations. The Ministry of Economy in cooperation with GIZ in 2011 created a Clusters Guide, which is important for the adequate classification and the role of clusters in the economic development. There is still no adequate and clear overview of cluster associations that is systematized and accessible. The key program of the Ministry of Economy is the annual Program for Competitiveness, Innovations and Entrepreneurship that in 2014 has also incorporated the support for young entrepreneurs by co-financing the procurements and equipment, preparing a visual identity and promotional materials, as well as rent for the incubators (up to 60% of the total costs, but at a maximum amount of MKD 120,000).

Local Economic Development – **LED**. Within the framework of the process of decentralization, since 2005 the municipalities have received a competence for the local economic development. In that sense the municipalities have employed persons responsible for performing functions linked to and in support of the local economic development. The most frequent activities of the LED departments are the development of strategies and programs for economic development, preparation and management of projects at the municipalities (often even outside the local development area) as well as constant communication with the local factors from the private and public sector, including the Centers of the planning regions.

Centers for Development of Planning Regions – CDPRs. The Centers for Development of Planning Regions have been established in accordance with the Law for balanced regional development and they operate in all eight (8) planning regions. The Council for development of planning region consists of the mayors of the municipalities in the region, while the CDPR is supposed to implement the decisions of the Council and to implement programs and projects for balanced regional development. CDPRs are primarily financed from the budget of the municipalities and from the Ministry for Local Self-Government. The budget allocated to the centers is MKD 10 per inhabitant of the region i.e. MKD 5 for the Skopje region. The CDPRs have 3-5 employees. The projects funding is done through the Bureau for Regional Development in compliance with the annual CDPR's applications.

Apart from publicly financed services in support of the private sector there is also a wide spectrum of profitable and non-profit institutions that offer services for development of the small and medium enterprises and services in the business sector.

A simplified overview of the actors offering services for the private sector is shown in the following table.



The Chambers have partial activities at a regional level, but it has been announced that they would increase activities and involvement of their part in the next period and more specifically in the planning regions. All the stated chambers finance their activities from membership fees and projects, while the Economic Chamber of Macedonia also from providing public services (issuance of certificates of origin, ATA, etc.). Cross-border IPA projects are often used by the chambers for performing their program activities.

The Economic Chamber of Macedonia has a number of Regional Chambers of Commerce and they all have e President of the Regional Chamber – a representative from the business sector, while few have also full time employees. There offices in Skopje for the Skopje Region, in Gostivar and Tetovo for the Polog Regions, in Berovo, Kocani and Stip for the Eastern Region and in Kicevo and Ohrid for the South-West Region. The Economic Chamber of Macedonia is working on enhancing the presence and the activities of the regional chambers that would enable them to offer services that are currently offered solely by the national Economic Chamber of Macedonia (certificates and public authorizations, education, analyses and lobbying).

The Macedonian Chambers of Commerce is primarily focused on the development of small and medium enterprises. In the region there are local business clubs managed by the active member companies from the region, with an info office and premises for meetings. Such centers have been established in Ohrid, Tetovo, Stip, Bitola, Prilep, Gevgelija and Strumica.

The Economic Chamber of North-West Macedonia has an office only in Skopje but it is also present through its members primarily in the north-western and western parts of the country so most of its activities are focused there. They have also worked on projects of cross-border cooperation with the Republic of Albania and Republic of Kosovo.

It is important to mention that the involvement of the various key stakeholders differs in different planning regions. Hence, all these institutions are active in the Skopje Planning Region and in most of the other regions only some of the private and public institutions are present and active.

Relevant current activities

There is an ongoing intensive construction of TIDZ Kichevo in order to make it operational by the end of 2015. The construction of TIDZ Struga has commenced and the preparations for the start of construction of TIDZ Radovish, TIDZ Berovo, TIDZ Delchevo and TIDZ Vinica are in their final phase. This method should enable entry of foreign investment in all parts of the country and thus foster balanced regional development. Possibilities are assessed for part of the zones to be built and operated according to the model of public-private partnership.

There are ongoing preparations to attend a series of targeted events and also, new road-shows are being prepared. New commercials through the campaigns "Invest in Macedonia" and "Macedonia Timeless" are designed in order to ensure continuous presence in all major and most relevant media worldwide. In cooperation with the Financial Times, the preparation of another 7 events entitled "Invest in Macedonia" in North America and Asia where the business benefits in the country will be presented to world-renowned companies from various sectors. In collaboration with the Forbes magazine, three similar events are to be organized in New York, London and Los Angeles.

It is expected that the increased world economic growth, the return of confidence in world financial markets, the growing trust of foreign investors and the benefits offered by the country in TIDZs and industrial zones will contribute to the growth of foreign direct investments totaling 3% -5% of GDP annually. If no serious external crisis in the world or Europe appears, in the next four years, at least 30 new foreign investments are expected in both free and industrial zones, which will generate over 10,000 jobs.

In 2013, a Law on Innovation was passed, which established the legislative framework to encourage innovation. This Law sets out the establishment of a Fund for Innovation and Technological Development and simultaneously opens a legal possibility for the formation of equity and mezzanine funds, that will support the capitalization and lending to companies that need capital and knowledge transfer. The Fund for Innovation and Technological Development started granting assistance to businesses through four financial instruments such as:

- Co-funded grants for startup businesses, spin-off companies and innovations to a maximum of 30,000 Euro;
- Co-funded grants and conditional loans for innovation commercialization of up to 100,000 Euro;
- Co-funded grants for technology transfer to a maximum amount of 200,000 Euro;
- Support for the establishment of business accelerators to a maximum of 500,000 Euro.

Business-Technology Accelerators are planned to be established in the coming period with the support of the Fund for Innovations and Technology Development, which is under the Ministry of Education and Science. The accelerators are planned to provide technical and logistical support during the initial phase of the start-up companies (from developing a business idea up to its initial operation), as well as financial support during the time of acceleration i.e. maximum funding of up to EUR 50,000 per project for starting a business i. e. up to maximum of EUR 200,000 for further funding of the best companies in the acceleration phase.

The web portal <u>http://www.konkurentnost.mk/</u> has also been created and it offers information on programs, measures and projects for increasing enterprise competitiveness.

As regards the support for entrepreneurship and the private sector, still the key measure implemented in the last 5 years has been the provision of affordable loans. In addition to the initially provided 100 million Euro in 2009, new 250 million Euro have been provided as follows: 50 million Euro in 2011, 100 million Euro used in 2012 and 2013, and by the end of 2013, and additional 100 million Euro were provided in 2014.

Under conditions of crisis, when companies find it difficult to access fresh capital, this credit line allowed companies to implement 1,009 projects and directly open 4,907 jobs. Out of a total of 350 million Euro provided from 2009 onwards, companies have used 228 million Euro on favorable terms, i.e. at a fixed annual rate of 5.5% with repayment periods of up to 8 years for investments, and up to 3 years for working capital.

The private sector and companies are stimulated by a series of tax and customs measures such as: introduction of 0% tax for micro and small businesses with revenues of up to 3 million Denars (50,000 Euro), a tax exemption used by more than 37,000 small businesses; reduction or abolition of customs duties on agriculture, food industry, industrial manufacturing and transport sector.

UNDP CO in Skopje contributes significantly to integrated sub-national development of the country, as it can draw on the valuable lessons learned through the implementation of numerous projects at regional and local level. These include community development and planning, decentralized service delivery, development of LED units and LED plans, established forms of inter-municipal cooperation, including the latest inclusive Networks and business support units at regional level. Through its on-going projects UNDP supports structures that are directly linked to improving competitiveness at the regional level and preparing for the influx of IPA 2014-2020 funding earmarked for the Competitiveness and Innovation Sector by strengtheening the absorption capacities.

While competitiveness is becoming a key objective both for the EU support and the national authorities, regional and local development will continue to be one of the most complex challenges for the municipalities and the Centers of the eight planning regions in the forthcoming period. They all face similar problems in terms of understaffing, lack of human and financial resources and underdeveloped infrastructure.

As a concrete response, the UNDP CO in Skopje is implementing activities focused on the priority local development challenges, including: the creation of all-inclusive local and regional governance platforms, diversification of the local service delivery tools and cross-cutting the economic pillar with the social (inclusion) and environmental protection pillars. The aim of the on-going activities is to increase the role of the Centers of the planning regions in coordinating and channeling investments at the planning region level and strengthening the inter-municipal cooperation and partnerships between the local authorities, the centers of the planning regions, the private sector and civil society.

The joint focus of UNDP and its national and local partners in the coming period will be also to explore further integrated forms of partnerships more closely linked to economic activities that have comparative advantages at micro region level that will increase competitiveness and sustainability at regional level. The extensive experience of UNDP in motivating the municipal authorities to make a joint approach to potential domestic and foreign investors and to work together on increasing regional competitiveness is the foundation for ongoing and upcoming activities.

II. OBJECTIVES

The main objective of the tendered consultancy work is the transfer of knowledge and skills and best practice on how to improve:

- Effectiveness and inclusiveness of regional and municipal services for private sector development through application of innovative good governance tools and replication of successful practices from the Czech Republic;
- Programming for sustainable economic development and increased competitiveness of the four planning regions (Polog, Skopje, Vardar and Eastern), in accordance with the objectives of the IPA 2014-2020 and the EU 2020 agenda based on best practices from the Czech Republic.

It is also expected from the Contractor to organize a study trip in the Czech Republic and assist in initiating cooperation and networking/twinning between the regional chambers of commerce and/or regional branches of national chambers of commerce of the selected regions in FYR Macedonia and suitable entities in the Czech Republic.

The best practice shall refer to the lessons learned through economic transformation of the Czech Republic in the past two decades, as well as gained by the Contractor from hands-on experience from advisory projects in other transitional economies.

The target is to provide the planning regions stakeholders with customized knowledge base leading to strengthening of their role in provision of services for the private sector and increasing the competitiveness of the planning regions, as subjected tasks which are essential to planning regions further economic growth and development.

The expected outcome of the services delivered by the Contractor is:

- Increased knowledge and skills of the regional and local authorities in FYR Macedonia for delivery of inclusive, transparent, effective and efficient services to the private sector.
- Increased knowledge and skills of the private sector and the CSOs for establishment of social partnerships for regional and local development and application of corporate social responsibility models.
- Improved capacities for regional development and competitiveness in the planning regions.
- Synchronized utilization of potentials including skills and resources of a number of institutions, private sector and CSOs for regional development.
- Productive and sustainable exchange of info and good practices between the connected regions and potential establishment of longer-term partnerships.

The key element of the tendered advisory work is achieving maximum sustainability of the transferred expertise.

III. OUTPUTS AND TASKS

The Contractor and its experts shall transfer knowledge, skills and best practice through three (3) missions (with a duration of 5 working days each) that will include meetings with the relevant stakeholders and workshops/trainings in the country on the following indicative topics: state aid for private sector support at sub-national level – coordination of the implementation, communication, info sharing and capacity development, operational programming, planning and monitoring, analyses and synchronization of different programmes and subsidies schemes for the private sector, project management; creation, management and promotion of industrial zones established by the local authorities and support to SMEs development (small business startup centers, incubators, accelerators, laboratories and information hubs, etc.)

The **Mission 1** should be focused on state aid for private sector support at sub-national level, analyses and synchronization of different programmes and subsidies schemes.

The focus of the **Mission 2** should be on creation, management and promotion of industrial zones established by the sub-national authorities (regions and municipalities).

The **Mission 3** should be focused on the support to SMEs development (small business startup centers, clusters incubators, accelerators, laboratories and information hubs, etc.)

The Contractor shall also organize a full **three days study trip in the Czech Republic** (total of 4 nights) for the relevant stakeholders that will serve for on-site acquaintance with the similar relevant structures in the Czech Republic and also establishing contacts and relationships for further collaboration and partnerships. In that regard the Contractor shall assist in initiation of the communication and networking/twining between the regional chambers of commerce and/or regional branches of national chambers of commerce of the target planning regions in FYR Macedonia and suitable region/s in the Czech Republic.

The study trip's optimal timing will be set before the third and the last Contractors mission takes place.

The study trip would focus on visiting sub-national institutions for support of the private sector (eg, incubators, accelerators, chambers of commerce) in the Czech Republic, with participation of one representative each from the centers of the four selected regions, two representatives from the Ministry of Local Self-Government, and one representative from the chambers present at regional level in the four regions. Together with accompanying UNDP staff – one person, the tour would include 11 people in total.

The meetings and the day and a half workshops which will be held during the three (3) missions in the FYR Macedonia will be attended by the following institutions as the key target group:

- Staff of the Centers for Development of the four planning regions
- Mayors of the municipalities that belong to the planning regions

- Staff of the Local Development Units of the municipalities that belong to the planning regions,
- Relevant local civil society organizations
- Regional branches of the two economic chambers and the Chamber of Artisans
- Staff of the line ministries, especially branch offices of the ministries, state agencies and institutions that play a role in the delivery of the state aid to the private sector and the overall economic development of the regions

Training methodology should also enable active participation of the participants and provide appropriate transfer of knowledge, skills and experience primarily based on the best practices in the Czech Republic.

IV. SCHEDULE AND DELIVERABLES

- Duration: July December 2015
- Expected number of working days (man-days): 50
- Expected number of consultants assigned: 3 4
- Expected number of missions to FYR Macedonia: 3
- Number of study tours in the Czech Republic: 1

Deliverables	Payment	Delivery Date
DELIVERABLE 1: Training 1 on "State aid for private sector support at sub-national level, analyses and synchronization of different programmes and subsidies schemes"	Tuyment	Denvery Date
 Mission Agenda Workshop/Training synopsis Training materials including case studies and best practice examples Mission Report 	20 % upon satisfactory delivery of the written outputs	15 August 2015
DELIVERABLE 2: Training 2 on "Creation, management and promotion of industrial zones established by the sub-national authorities (regions and municipalities)"		
 Mission Agenda Workshop/ Training synopsis Training materials including case studies and best practice examples Mission Report 	30 % upon satisfactory delivery of the written outputs	15 September 2015
DELIVERABLE 3: Training 3 on "Support to SMEs development (small business startup centers, clusters incubators, accelerators, laboratories and information hubs, etc.)"		
 Mission Agenda Workshop/ Training synopsis Training materials including case studies and best practice examples Mission Report 	20 % upon satisfactory delivery of the written outputs and preliminary report on study tour	15 October 2015
DELIVERABLE 4: Study trip to Czech Republic		

- Development of the study tour program including the study goals and	30 % upon	30 November
expected results (PRELIMINARY REPORT ON STUDY TOUR)	satisfactory	2015
- Organization and facilitation of the tour logistics in the Czech Republic	delivery of the	
- The program shall include indication of the meetings and visits	Final report	
recommended by Contractor. The Contractor shall accompany the	incl. Training	
participants at all meetings.	report and Final	
- Preparation of a final report describing the study activities, meetings, the	report on study	
participants' feedback, lessons learnt and recommendations on the next	tour and all	
steps	previous	
	deliverables	

VI. QUALIFICATION CRITERIA

Contractor

- At least 3 years of active consultancy on foreign direct investments and business development, industrial zones development, SMEs support schemes and providing consultancy to public bodies and governmental institutions
- Experience with organizing of study tours and trainings for participants from abroad, preferably ECIS countries (at least three similar assignments)
- Previous cooperation with UNDP is an asset
- Working experience from the Czech Republic on FDI and public policies, industrial zones development, SMEs support schemes
- Appropriate references will be considered an advantage.

Project Personnel

Education: Advanced (MA) university degree in the area of economics, industry, or other areas relevant for the assignment

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

- At least 5 years of experience in consulting public and private bodies in the Czech Republic and abroad in the field of FDI, industrial zones development, SMEs support schemes and business development
- Proven experience in cooperation with international organizations or other bodies responsible for formulating public policies (at least 3 similar assignments); previous working experience with UNDP or other international agencies will be an asset; experience with Balkan countries will be an asset
- Proven track record in organizing study tours and trainings for foreign officials and stakeholders (at least 3 similar assignment)

Language and other skills

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

VII. REPORTING

For each training: agenda, programme, training materials, and summary report

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

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

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

In addition, the Contractor should provide to UNDP all photos and other visual materials collected/made during this project. Both printed and electronic versions of the final report should be delivered to UNDP Istanbul Regional Hub and UNDP Country Office in Skopje. Electronic versions of other written outputs should be sent to both UNDP Istanbul Regional Hub and UNDP Country Office via email. All reports must be typed in ARIAL, size 11, A4.

VIII. CONTENT OF THE PROPOSAL

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

The following detailed documents must be submitted by the Contractor

- □ Registration of Company/Civil Society Organization/Professional Association;
- Profile of Company/Civil Society Organization/Professional Association and list of implemented projects with reference list and client contacts for reference check indicating the e-mail addresses or fax numbers for contact persons;
- \Box 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 following information related to the workshops and trainings in FYR Macedonia must be specified in detail in the technical proposal

- Draft training program for each of the three (3) missions, selection of experts to deliver trainings (CVs of the lecturing experts attached);
- Training methodology

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

- Draft program of the event: selection of experts to consult and of institutions to visit;
- Time schedule of the meetings and lectures, please include 1 social event for the participants (e.g. official dinner, sightseeing etc.);

- Description of the institutions; CVs of the lecturing experts;
- Type of accommodation and other services provided, including type of conference room/s used, refreshments etc.;
- General logistics what type of transport (public transport, rented mini/bus...);
- Other proposed activities (informal meetings etc.).

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

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

- accommodation in a minimum 3-star hotel in Prague (fixed budget line in the budget template, 100 USD per night is allocated);
- full board (fixed budget line, Contractors should be able to find suitable venues with appropriate standard of services for)
- renting meeting space and refreshments (approx. 2 coffee breaks per working day, depending on the program);
- transport from/to the airport plus other local transport costs (e.g. public transport);
- all materials prepared for the participants (handouts, information package etc.);
- costs for 1 social event (such as official welcoming dinner applicable for short study tours, or other suitable event);
- organization costs (please specify what is included);
- other costs if applicable
- expert fees for the trainings and related travel costs
- pocket money (fixed budget line in the budget template)

The UNDP CO Skopje will cover the following costs related to the missions of the Czech experts in the country and the study tour in the Czech Republic:

- Fee for the national experts local development specialists that will accompany the Czech experts during their missions in the country;
- Local transport in the country during the experts missions;
- Interpretation from Macedonian to English during the missions of the Czech experts in the country;
- Workshop costs (refreshment, materials...) during the missions of the Czech experts in Macedonia
- Translation of the workshops background materials from English to Macedonian
- Interpretation from Czech to Macedonian during the Study Trip in the Czech Republic
- Return flight tickets for 11 participants from Skopje to Prague
- Visa and insurance for 11 study tour participants

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

Annex 4

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 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 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.

Financial Proposal

Annex v

The Contractor is asked to prepare the Financial Proposal as a separate file from the rest of the RFP.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18.

The Financial Proposal must provide a detailed cost breakdown.

Bidders shall take into account the following issues, while preparing their bids: UN and its subsidiary organs are exempt from all taxes. Therefore, bidders shall prepare their bids excluding VAT. It's bidders responsibility to learn from relevant authorities (Ministry of Finance) and/or to review/confirm published procedures and to consult with a certified financial consultant as needed to confirm the scope and procedures of VAT exemption application as per VAT law, Ministry of Finance's General Communiqués and all other related legislation.

- In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

Name of Offeror: PLEASE INDICATE NA	AME OF YOU	R COMPAN	Y HERE				
Price Schedule: Transfer of Czech Knowledge: Activating Kosovo Greenhouse Gas (GHG)							
Monitoring System							
Financial Proposal: Transfer of Czech know-how: Improved governance for increased							
<u>competitiveness in four planning regions i</u>	<u>n FYR Macedo</u>	<u>nia</u>					
	Unit (o g		-				
	Unit (e.g. hour, day,	Number of	Price	Total price			
	piece)	units	per unit	in USD			
A. TRAINING 1							
Expert fee							
Travel costs (i.e. return flight ticket to							
Skopje)							
DSA							
Other costs (please specify)							
B. TRAINING 2							
Expert fee							
Travel costs (i.e. return flight ticket to							
Skopje)							
DSA							
Other costs (please specify)							
C. TRAINING 3	•						

Expert fee		1		
Travel costs (i.e. return flight ticket to				
Skopje)				
DSA				
Other costs (please specify)				
D. STUDY TOUR				
Accommodation (minimum 3-star hotel is required, single rooms required) for 10 participants for 4 nights (exact place and date to be suggested)*	4	10	125.5	5020
Full board including coffee breaks*	3	10	75.5	2265
renting conference room		10	15.5	0
renting conference equipment				0
translation of materials (if needed)				0
External national experts	hour			0
study tour materials				0
pick up from/to the airport				0
local transportation				0
Organization fee:				0
- Internal experts	day			0
- other (<i>please, specify</i>)				0
				0
Pocket money*	4	10	50	2000
Social event				0
other expenses (please, specify)				0
TOTAL				

*Calculated based on current UNDP DSA rates for Prague (251 USD in total, pocket money calculated as 20% of DSA when full board is provided)

Price offer prepared by: Date and signature: