



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

To: Companies/ Organizations	DATE: August 19, 2021
	REFERENCE: 190-2021-RFP-UNDP-AFT-@ “Strengthening the capacity of civil servants to provide public services to entrepreneurs and citizens”. «Укрепление потенциала государственных служащих по предоставлению государственных услуг предпринимателям и гражданам».

Dear Sir / Madam:

We kindly request you to submit your Proposal for conducting the **Strengthening the capacity of civil servants to provide public services to entrepreneurs and citizens».**

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

Proposals may be submitted before **Wednesday, September 01, 2021**, by **12:00 local time** and via email, courier mail or fax to the address below:

United Nations Development Programme

39 Aini str, Dushanbe, Tajikistan

elbids.tj@undp.org

All queries for the proposal should be sent to the attention of Procurement Unit at procurement.tj@undp.org.

Your Proposal must be expressed in the Russian or English and valid for a minimum period of 90 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 requirement, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Firuz Khamidov
Operations Manager,
UNDP Tajikistan
8/19/2021

Description of Requirements

Context of the Requirement	«Strengthening the capacity of civil servants to provide public services to entrepreneurs and citizens».
Implementing Partner of UNDP	UNDP Aid for Trade in CA project
Brief Description of the Required Services ¹	Provision of support to the Ministry of Justice of RT (MoJ), Agency for Export under the Government of RT (AE) and the State Institution “Business Incubator of Tajikistan” (BI) in improving the public services provision to the entrepreneurs and citizens of the Republic of Tajikistan.
List and Description of Expected Outputs to be Delivered	<ul style="list-style-type: none"> • Report on needs assessment conducted and consultations (meetings) with the Ministry of Justice of the Republic of Tajikistan (MOJ), the Export Agency under the Government of the Republic of Tajikistan (AE) and the State Institution "Business Incubator of Tajikistan" (BI). At least 4 topics, according to the consultations, identified and training modules developed and agreed with UNDP and interested organizations. • At least 100 people (50 are women) have been identified for trainings and their participation in training has been ensured. • Baseline test conducted, and scores submitted to UNDP and interested organization. • Conducted a series of trainings on the topics selected according to the consultations. • At least 100 civil servants trained and consulted, from which at least 50% are female. The level of skills and knowledge of the trained civil servants on received consultations improved and at least 75% of trained civil servants are satisfied with received knowledge. • Provided post-training testing of the training participants and the test results were provided with the provision of a rating of the skills of each training participant to UNDP and in interested organizations. • The narrative and finance reports on performed activities and achieved results prepared and submitted to UNDP. <p><i>For more details please see TOR</i></p>
Person to Supervise the Work/Performance of the Service Provider	<i>National Coordinator, UNDP Aid for Trade in CA project</i>
Frequency of Reporting	<i>Interim and Final reports</i>
Progress Reporting Requirements	Programmatic and financial reporting must conform to the requirements specified in the Contract and Annexes, signed between the contractor and UNDP. In addition, the contractor will be responsible for the timely collection of all necessary documents, such as documents on purchasing, account invoices, receipts, payroll records and other documents that confirm the legality of expenditures.

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

	In addition, the Contractor should provide to UNDP all photos and other visual materials collected/made during this subproject. Printed and electronic versions of reports should be delivered to UNDP. Electronic version of the report should be saved as MS Word. All reports must be typed in ARIAL, size 11, size A4. The title page, with the title of the project and the author, should contain the logos UNDP Tajikistan and donor.
Location of work	<input checked="" type="checkbox"/> Exact Address/es: Dushanbe, Tajikistan <input type="checkbox"/> At Contractor's Location
Expected duration of work	4 months
Target start date	September, 2021
Latest completion date	December, 2021
Travels Expected	N/A
Special Security Requirements	N/A <input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A <input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others <i>[pls. specify]</i>
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency (Tajik Somoni)
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	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days

Proposals <i>(Counting for the last day of submission of quotes)</i>	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 data-bbox="391 411 776 499">Outputs</th> <th data-bbox="776 411 922 499">Percentage</th> <th data-bbox="922 411 1073 499">Timing</th> <th data-bbox="1073 411 1273 499">Condition for Payment Release</th> </tr> </thead> <tbody> <tr> <td data-bbox="391 499 776 1247"> <ul style="list-style-type: none"> - Report (memo of meetings) on conducted consultations (meetings) with the Ministry of Justice of the Republic of Tajikistan (MOJ), the Export Agency under the Government of the Republic of Tajikistan (AE) and the State Institution "Business Incubator of Tajikistan" (BI) on needs assessment. At least 4 training modules, according to the consultations, were developed and agreed with UNDP and interested organizations. - At least 100 people (of whom 50 are women) have been identified for training and their participation in training has been ensured. - Baseline test conducted, and scores submitted to UNDP and interested organization. - The narrative and financial reports on performed activities and achieved results prepared and submitted to UNDP. </td> <td data-bbox="776 499 922 1247" style="text-align: center; vertical-align: middle;">40%</td> <td data-bbox="922 499 1073 1247" style="text-align: center; vertical-align: middle;">15/10/2021</td> <td data-bbox="1073 499 1273 1247" rowspan="2"> Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider. </td> </tr> <tr> <td data-bbox="391 1247 776 1961"> <ul style="list-style-type: none"> - Conducted a series of trainings on at least 4 topics selected according to the consultations. - At least 100 civil servants trained and consulted, from which at least 50% are female. The level of skills and knowledge of the trained civil servants on received consultations improved and at least 75% of trained civil servants are satisfied with received knowledge. Provided post training test with indication of above-mentioned criteria. - Provided post-training testing of the training participants and the test results were provided with the provision of a rating of the skills of each training participant to UNDP and in interested organizations. - The narrative and financial reports on performed activities and achieved results prepared </td> <td data-bbox="776 1247 922 1961" style="text-align: center; vertical-align: middle;">60%</td> <td data-bbox="922 1247 1073 1961" style="text-align: center; vertical-align: middle;">10/12/2021</td> </tr> </tbody> </table>				Outputs	Percentage	Timing	Condition for Payment Release	<ul style="list-style-type: none"> - Report (memo of meetings) on conducted consultations (meetings) with the Ministry of Justice of the Republic of Tajikistan (MOJ), the Export Agency under the Government of the Republic of Tajikistan (AE) and the State Institution "Business Incubator of Tajikistan" (BI) on needs assessment. At least 4 training modules, according to the consultations, were developed and agreed with UNDP and interested organizations. - At least 100 people (of whom 50 are women) have been identified for training and their participation in training has been ensured. - Baseline test conducted, and scores submitted to UNDP and interested organization. - The narrative and financial reports on performed activities and achieved results prepared and submitted to UNDP. 	40%	15/10/2021	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	<ul style="list-style-type: none"> - Conducted a series of trainings on at least 4 topics selected according to the consultations. - At least 100 civil servants trained and consulted, from which at least 50% are female. The level of skills and knowledge of the trained civil servants on received consultations improved and at least 75% of trained civil servants are satisfied with received knowledge. Provided post training test with indication of above-mentioned criteria. - Provided post-training testing of the training participants and the test results were provided with the provision of a rating of the skills of each training participant to UNDP and in interested organizations. - The narrative and financial reports on performed activities and achieved results prepared 	60%	10/12/2021
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	and submitted to UNDP.				
Person(s) to review/inspect / approve outputs/completed services and authorize the disbursement of payment	<i>National Coordinator, UNDP Aid for Trade in CA project</i>				
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Institutional Contract <input type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type of Contract <i>[pls. specify]</i>				
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.				
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <input checked="" type="checkbox"/> Expertise of the Firm (20% = 200 points) <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (30% = 300 points) <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel (20% = 200 points) <p><u>Financial Proposal (30%)</u></p> <p>The Offeror shall seal the Proposal in one outer and two inner envelopes. Both inner envelopes shall indicate the name and address of the Offeror. 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.</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> <p><i>The Technical evaluation criteria see in below table.</i></p>				
	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers				

UNDP will award the contract to:	
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ² <input checked="" type="checkbox"/> Detailed TOR in Eng and Rus (Annex 4) <input type="checkbox"/> Others [pls. specify]
Contact Person for Inquiries (Written inquiries only) ³	procurement.tj@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Other Information [pls. specify]	The Proposal should include CV of proposed personnel, Methodology of implementation with detailed Working plan and clear Budget on proposed activities.
Fraud & Corruption, Gifts and Hospitality	UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners. In pursuance of this policy, UNDP: (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract. All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Technical Evaluation Criteria

Form 1 Technical Proposal Evaluation		Points obtainable	Company / Other Entity			
			A	B	C	D
Expertise of firm / organization submitting proposal						
1.1	Reputation of Organization and Staff / Credibility / Reliability (Experience, PEFs, References etc)	20				
1.2	The overall institutional capacity, which can affect the implementation (i.e. the difference, the company/firm management, size of the firm/company, the strengths of the	30				

²Service 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.

³ 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.

	project management, such as capital resources and the project management control)					
	- age/size of the firm	10				
	- strength of project management support	10				
	- project financing capacity	10				
1.3	Relevance of:	150				
	At least 5 years of work experience in the sphere of provision of consulting services to government agencies; (10 points – per each year)	50				
	At least 3 years of experience in the sphere of conducting/organizing trainings/seminars, development of training modules and individual educational programs for civil servants; (10 points – per each year)	30				
	Skills in organization of monitoring and evaluation of conducted activities, experience in conducting evaluation of skills and knowledge of training participants from state agencies, including conducting needs assessment of civil servants, etc; (10 points – per each project)	30				
	Availability of necessary technical, administrative, financial, and programmatic opportunities for the direct implementation of the work described in this assignment (records of previous experience and contracts to be provided);	20				
	Experience in providing similar services to civil servants and private sector representatives with the financial support of international organizations;	20				
TOTAL:		200				
Form 2		Points obtainable	Company / Other Entity			
Technical Proposal Evaluation			A	B	C	D
Proposed Work Plan and Approach						
2.1	To what degree does the Proposer understand the task?	30				
2.2	Have the important aspects of the task been addressed in sufficient detail?	40				
2.3	Are the different components of the project adequately weighted relative to one another?	40				
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	40				
2.5	Is the conceptual framework adopted appropriate for the task?	40				
2.6	Is the scope of task well defined and does it correspond to the TOR?	60				
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	50				
TOTAL:		300				
Form 3		Points obtainable	Company / Other Entity			
Technical Proposal Evaluation			A	B	C	D
Management Structure and Key Personnel						

3.1	Team Leader / Project Manager / Coordinator			80				
	General Qualification		70					
	Suitability for the Project							
	At least 5 years of experience in the implementation and management of similar projects	20						
	Experience in conduction of projects on entrepreneurship development and provision of trainings	20						
	Knowledge and skills in preparation of program narrative reports	20						
	Knowledge of the targeted regions	10						
	Language Qualifications (Russian and Tajik)		10					
	Sub-Total:		80					
3.2	Project staff/Experts/Trainers			80				
	General Qualification		70					
	Suitability for the Project							
	At least 5 years of work experience in the sphere of provision of consulting services to government agencies;	15						
	At least 3 years of experience in the sphere of conducting/organizing trainings/seminars, development of training modules and individual educational programs for civil servants;	15						
	Skills in organization of monitoring and evaluation of conducted activities, experience in conducting evaluation of skills and knowledge of training participants from state agencies, including conducting needs assessment of civil servants, etc;	15						
	At least 3 years of experience of assigned staff in monitoring and evaluation of conducted activities;	15						
	Knowledge of the targeted regions	10						
	Language Qualifications (Russian and Tajik)		10					
	Sub-total:		80					
3.3	Administrative/Junior Project Staff			40				
	General Qualification		30					
	Suitability for the Project							
	Knowledge and skills in preparation of financial and programme reports on performed work;	20						
	Knowledge of the targeted regions	10						
	Language Qualification (Russian and Tajik)		10					
			40					
TOTAL:				200				
GRAND TOTAL								

FORM FOR SUBMITTING SERVICE PROVIDER’S PROPOSAL⁴

(This Form must be submitted only using the Service Provider’s Official Letterhead/Stationery⁵)

[insert: *Date*]

To: Dr. Pratibha Mehta, Resident Representative, UNDP Tajikistan.
Address: 39, Ayni Street, Dushanbe

Dear Sir:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP# **190-2021-RFP-UNDP-AFT-@ “Strengthening the capacity of civil servants to provide public services to entrepreneurs and citizens”** dated 8/19/2021 , 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) Recommendation letters from clients for similar services;*
- f) Written Self - Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; description of needs assessment, methodology, description of actions, curricular, provision of consulting services to project stakeholders and inter ministerial WG, introduction/adoption of actions, description of logistical arrangements for the assigned activities, providing a detailed description of the essential performance characteristics, including calendar work plan and law drafting plan, 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

⁴ This serves as a guide to the Service Provider in preparing the Proposal.

⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

As 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 a Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications must be submitted as required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

The documents (D and E) must be provided by Service Provider in separated sealed envelope titled as Financial Proposal:

D. Cost Breakdown per Deliverable*

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	<p>Deliverable 1</p> <ul style="list-style-type: none"> - Report (memo of meetings) on conducted consultations (meetings) with the Ministry of Justice of the Republic of Tajikistan (MOJ), the Export Agency under the Government of the Republic of Tajikistan (AE) and the State Institution "Business Incubator of Tajikistan" (BI) on needs assessment. At least 4 training modules, according to the consultations, were developed and agreed with UNDP and interested organizations. - At least 100 people (of whom 50 are women) have been identified for training and their participation in training has been ensured. - Baseline test conducted, and scores submitted to UNDP and interested organization. - The narrative and financial reports on performed activities and achieved results prepared and submitted to UNDP. 	40%	
2	<p>Deliverable 2</p> <ul style="list-style-type: none"> - Conducted a series of trainings on at least 4 topics selected according to the consultations. - At least 100 civil servants trained and consulted, from which at least 50% are female. The level of skills and knowledge of the trained civil servants on received consultations improved and at least 75% of trained civil servants are satisfied with received knowledge. Provided 	60%	

	post training test with indication of above-mentioned criteria. - Provided post-training testing of the training participants and the test results were provided with the provision of a rating of the skills of each training participant to UNDP and in interested organizations. - The narrative and financial reports on performed activities and achieved results prepared and submitted to UNDP.		
	Total	100%	

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

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

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

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

[Designation]

[Date]



GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL (DE MINIMIS) CONTRACTS

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand.

1. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:

1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS OF THE CONTRACTOR:

2.1 The Contractor shall perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.2 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

2.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the provision of the Services agreement (“LTA”) as indicated in the Face Sheet of this Contract, the following conditions shall apply:

3.1 UNDP does not warrant that any quantity of Services shall be ordered during the term of the LTA.

3.2 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Services from the Contractor hereunder.

3.3 The Contractor shall provide the Services, as and when requested by UNDP and reflected in a purchase order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a purchase order is issued.

3.4 The Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

3.5 In the event of any advantageous technical changes and/or downward pricing of the Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

3.6 The Contractor shall report semi-annually to UNDP on the Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a purchase order for the Services during the reporting period.

3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

4.1 FIXED PRICE: If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's provision of the Services.

4.2 COST REIMBURSEMENT: If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract. Breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the provision of the Services.

4.2.2 The Contractor shall not provide the Services or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

5. ADVANCE PAYMENT:

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

6. SUBMISSION OF INVOICES AND REPORTS:

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

7.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report. All reports shall be written in the English language.

8. RESPONSIBILITY FOR EMPLOYEES:

8.1 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.

8.2 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property. The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth above.

9. 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.

10. SUBCONTRACTING: 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.

11. 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 worker'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.

12. INSURANCE AND LIABILITY:

12.1 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.

12.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury, disability or death in connection with this Contract.

12.3 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.

12.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

12.4.1 Name UNDP as additional insured;

12.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;

12.4.3 Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

12.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article 12.

13. ENCUMBRANCES AND 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 UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

14. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the 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, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

15. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

15.1 Except as is otherwise expressly provided in writing in the Contract, 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 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

15.2 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, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to 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.

15.3 At the request of 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 UNDP in compliance with the requirements of the applicable law and of the Contract.

15.4 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 UNDP, shall be made available for use or inspection by 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.

16. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it

has a contractual relationship 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 the United Nations in connection with its business or otherwise without the written permission of UNDP.

17. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or 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:

17.1 The Recipient shall:

17.1.1 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*,

17.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

17.2 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 17, the Recipient may disclose Information to:

17.2.1 any other party with the Discloser’s prior written consent; *and*,

17.2.2 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:

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

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

17.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

17.3 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 UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

17.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

17.5 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.

17.6 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.

18. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

18.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including

the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

18.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 19, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

18.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which 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.

19. TERMINATION:

19.1 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 22.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

19.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

19.3 In the event of any termination of the Contract, no payment shall be due from UNDP to the Contractor except for the Services satisfactorily provided to UNDP in accordance with the requirements of the Contract.

19.4 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, 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 UNDP of the occurrence of any of the above events.

19.5 The provisions of this Article 19 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

20. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

21. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

22. SETTLEMENT OF DISPUTES:

22.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

22.2 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

22.1, 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. 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") and Article 34 ("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.

23. PRIVILEGES AND IMMUNITIES: Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

24. TAX EXEMPTION:

24.1 Article II, 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 restrictions, 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 exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

24.2 The Contractor authorizes UNDP to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

25. MODIFICATIONS: No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26. AUDITS AND INVESTIGATIONS:

26.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

26.2 UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

26.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

26.4 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding

for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

27. LIMITATION ON ACTIONS:

27.1 Except with respect to any indemnification obligations in Article 11, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 22.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

27.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

28. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 29 to 35 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

29. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

30. STANDARDS OF CONDUCT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following:

30.1 The UN Supplier Code of Conduct;

30.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

30.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

30.4 UNDP Vendor Sanctions Policy; and

30.5 All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

31. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

32. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

33. MINES: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

34. SEXUAL EXPLOITATION:

34.1 In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

34.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

34.3 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.

35. ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into

TERMS OF REFERENCE

Sub-project: Strengthening the capacity of civil servants to provide public services to entrepreneurs and citizens.

Code: 190-2021-RFP-UNDP-AFT-@

1. Background

The “Aid for Trade in Central Asia” project focuses on supporting Central Asian countries to promote inclusive and sustainable growth models in rural areas and green manufacturing sectors. The project implements support at three levels: macro (policy), meso (institutions) and micro (SMEs and producers), and links interventions at all three levels.

The main activities of the project are aimed at the following:

- Create supportive policies and regulations for inclusive and trade-led private sector development.
- Supporting an enabling environment for sustainable growth in job creation.
- Supporting market opportunities for all through more efficient and competitive producers and processors.

The COVID-19 pandemic and its consequences pose a huge threat to the implementation of the Global Program for Sustainable Development Goals, as well as to the National Strategies and the development program for the coming years. As a result of the spread of a new coronavirus infection, and as a result, a reduction in remittances from labour migrants and a decrease in economic activity in Tajikistan can significantly negatively affect the socio-economic situation of both citizens and the private sector. Despite the difficult epidemiological situation in Tajikistan, the provision of affordable, timely and effective state services, especially to socially vulnerable groups and the private sector, can minimize the consequences of the COVID-19 pandemic.

On December 26, 2018, as part of his appeal, the President of the Republic of Tajikistan instructed the Government in 2019 to develop and submit a draft law of the Republic of Tajikistan “On Public Services”. The Government entrusted the development of the law to the Ministry of Justice of the Republic of Tajikistan. In 2019, with the technical support of UNDP, the draft law was developed and adopted on January 15, 2020 by the Resolution of the Majlisi Oli of the Republic of Tajikistan No. 1575.

By Government Decree No. 462 on the determination of the authorized state body for public services, the Ministry of Justice of the Republic of Tajikistan is determined as the authorized state body for public services.

To provide high-quality public services to the population and, in particular, to entrepreneurs, the Government of the country has created a number of supporting public institutions. So, on August 6, 2018, the “Export Agency under the Government of the Republic of Tajikistan” was created by Government Decree No. 396. The purpose and task of the Agency is to promote exports and provide assistance to entrepreneurs in promoting exports. Also, on December 31, 2018, Government Decree No. 624 created the State Institution “Business Incubator of Tajikistan”, which provides consulting and training services to entrepreneurs in running and starting a business.

At the same time, on April 30, 2021, by Government Decree No. 169, the State Export Development Program in the Republic of Tajikistan for 2021-2025 was adopted. The Program was developed in order to develop export, strengthen export-oriented and import-substituting

production, reduce the share of consumer goods and services in the total volume of import, create favourable conditions for the implementation of state foreign economic policy and increase the competitiveness of domestic products in the domestic and foreign markets. Within the framework of this program, a matrix of measures for the implementation of the program was approved, consisting of 160 points. One of the points is: #101 - *Strengthening the institutional capacity and capacity of the Export Agency under the Government of the Republic of Tajikistan and its regional offices to further increase the financial efficiency of exports by creating institutions with a defined organizational structure, including the organization of loans and guarantees and insurance organizations.* The activities under current sub-project will contribute towards implementation of the priority tasks from the matrix of measures of the State Export Development Program in the Republic of Tajikistan for 2021-2025 years.

In the course of consultations with representatives of the Ministry of Justice of the Republic of Tajikistan, the Export Agency under the Government of the Republic of Tajikistan and the State Institution "Business Incubator of Tajikistan", the need was identified to increase the capacity of civil servants providing public/state services to the population and entrepreneurs.

In this regard, UNDP, through its Aid for Trade project in Tajikistan, intends to provide technical support to the Government of the Republic of Tajikistan to build the capacity of civil servants to provide public services to entrepreneurs and investors in the country through engaging an implementing partner.

2. Description of services:

The main objective of this sub-project is to strengthen the capacity of civil servants to improve the delivery of public services to citizens and entrepreneurs.

3. Target areas:

The tasks foreseen by this sub-project will be implemented directly in the Republic of Tajikistan in close cooperation with the Ministry of Justice of the Republic of Tajikistan, the Export Agency under the Government of the Republic of Tajikistan, the State Institution "Business Incubator of Tajikistan" and UNDP.

4. Target Groups:

Refer to the sub-project direction, it is assumed that the target group will be but not limited to Employees / civil servants of the Ministry of Justice of the Republic of Tajikistan (MOJ), the Export Agency under the Government of the Republic of Tajikistan (AE) and the State Institution "Business Incubator of Tajikistan" (BI).

The detailed list should be developed with the consultations with UNDP and consist at least of the agencies stated above with the minimum of 100 representatives (50 female).

5. Objectives:

Purposed to achieve the above-mentioned objectives, the sub-project aims to do the **following actions** (but not limited to):

1. Conduct consultation meetings with the Ministry of Justice of the Republic of Tajikistan (MOJ), the Export Agency under the Government of the Republic of Tajikistan (AE) and the State Institution "Business Incubator of Tajikistan" (BI) in order to conduct a needs

assessment and identify priority topics for trainings for the above-mentioned organizations. The following are offered as basic topics, but are not limited to:

- *Legal basis for provision of state/public services and regulatory documents for implementation of Law "On state/public services".*
 - *Status and mechanisms of implementation of Law "On state/public services" for entrepreneurs.*
 - *Assessment and improvement of the quality of the provision of public services to entrepreneurs (for AE and BI) and citizens (MoJ).*
 - *Ethics of business communication and conflict management in the provision of public services to entrepreneurs (for AE and BI) and citizens (MoJ).*
 - *Team building and the efficiency of providing public services to entrepreneurs (for AE and BI) and citizens (MoJ).*
 - *Resilience to stress and customer focus in providing public services to entrepreneurs (for AE and BI) and citizens (MoJ).*
2. Conduct consultation meetings with the Ministry of Justice of the Republic of Tajikistan (MOJ), the Export Agency under the Government of the Republic of Tajikistan (AE) and the State Institution "Business Incubator of Tajikistan" (BI) to determine the lists of employees who will participate in the trainings. At least 100 (50 women) civil servants must be selected.
 3. Develop at least 4 training modules according to the consultations.
 4. Conduct basic testing of the current/existing skills and knowledge of the participants.
 5. Conduct trainings on the selected 4 topics for at least 100 (including 50 women) government officials/civil servants in three regions of the country (Sughd region, Khatlon region and Dushanbe).
 6. Conduct testing of participants to determine the level of knowledge improvement with a ranking (rating) for each skill.
 7. Conduct post-monitoring and assessment of the impact of the trainings and submit it to UNDP.
 8. Preparation of the interim and final reports on performed activities, lessons learned and recommendations under sub-project.

6. Expected results:

It is expected, that during the implementation of this sub-project the following **results** will be achieved (but not limited to):

1. Submitted report (memo of meetings) on conducted consultations (meetings) with the Ministry of Justice of the Republic of Tajikistan (MOJ), the Export Agency under the Government of the Republic of Tajikistan (AE) and the State Institution "Business Incubator of Tajikistan" (BI) on needs assessment. At least 4 training modules, according to the consultations, were developed and agreed with UNDP and interested organizations.
2. At least 100 people (of whom 50 are women) have been identified for training and their participation in training has been ensured.
3. Baseline test conducted, and scores submitted to UNDP and interested organization.
4. Conducted a series of trainings on at least 4 topics selected according to the consultations.
5. At least 100 civil servants trained and consulted, from which at least 50% are female. The level of skills and knowledge of the trained civil servants on received consultations improved and at least 75% of trained civil servants are satisfied with received knowledge. Provided post training test with indication of above-mentioned criteria.

6. Provided post-training testing of the training participants and the test results were provided with the provision of a rating of the skills of each training participant to UNDP and in interested organizations.
7. The narrative and finance reports on performed activities and achieved results prepared and submitted to UNDP.

7. Minimum requirements for consulting company/organization to be contracted:

- At least 5 years of work experience in the sphere of provision of consulting services to government agencies and conducting trainings / seminars / consultations for government officials;
- Demonstrated 5 years of work experience in provision of consulting services to the public and private sector in the field of conducting trainings/seminars and development of training modules;
- Capacity in the field of conducting professional trainings and organizing training seminars with the involvement of civil servants in all regions of the country, previous experience in conducting similar assignments is preferred (similar to current assignment contracts or assignments to be provided);
- At least 3 years of experience in the sphere of conducting/organizing trainings/seminars, development of training modules and individual educational programs for civil servants, previous similar experience is an asset (previously developed training modules within similar assignments to be provided);
- Skills in organization of monitoring and evaluation of conducted activities, experience in conducting evaluation of skills and knowledge of training participants from state agencies, including conducting needs assessment of civil servants, etc.;
- Availability of qualified experts/consultants to perform the above-mentioned tasks (CVs to be provided);
- Availability of necessary technical, administrative and programmatic opportunities for the direct execution of works described in this assignment (records of previous experience and contracts to be provided);
- Knowledge and skills in preparation of financial and programme reports on performed work;
- Availability of documents confirming the experience of the organization on the above-mentioned requirements.

8. Reporting:

The Implementing Partner is responsible for submitting interim and final reports on works performed. Programmatic and financial reporting must conform to the requirements specified in the Contract signed between the contractor and UNDP. In addition, the Implementing Partner will be responsible for the timely collection of all necessary documents, such as documents on purchasing, account invoices, receipts, payroll records and other documents that confirm the legality of expenditures.

In addition, the Implementing Partner should provide to UNDP all photos and other visual materials collected during this project. Printed and electronic versions of reports should be delivered to UNDP. Electronic version of the report should be saved as MS Word. All reports must be typed in ARIAL, size 11, size A4. The title page, with the title of the project and the author, should contain the logos UNDP Tajikistan.

9. Payment:

Total costs for Services include all expenses which are relevant to implementation of all works stated in the ToR, for example, expenses for transportation services, expenses relating to organization and provision of consultations and trainings, conducting of research and all other related expenses associated with implementation of this sub-project etc. as per provided budget.

Implementing Partner is responsible for any tax payments resulting from Contract to be signed between Implementing partner and UNDP. No cost increases or additional payments will be made to the Implementing partner for any reason whatsoever.

The payments will be made by UNDP in national currency (TJS) according to the Contract and will be transferred to bank account of the Implementing Partner. The rate of exchange should be the official rate applied by UNDP on the date UNDP effects the payment.

10. Duration and expected start:

Implementing Partner (IP) shall provide the services under this assignment within September-December 2021. Any other changes in the timeframe of implementation of this assignment will be negotiated between UNDP and Implementing Partner. Only after preliminary negotiation between the parties and receipt of agreement, a change will take an effect.

Техническое Задание (ТЗ)

Название: Укрепление потенциала государственных служащих по предоставлению государственных услуг предпринимателям и гражданам.

Под-проект: 190-2021-RFP-UNDP-AFT-@

1. Введение

Проект «Содействие Торговле в Центральной Азии» сосредоточен на оказании поддержки странам Центральной Азии в продвижении инклюзивных и устойчивых моделей роста в сельских регионах и в «зеленых» производственных секторах. Проект реализует поддержку на трех уровнях: макро (политики), мезо (учреждений) и микро (МСП и производителей), и обеспечивает взаимосвязь вмешательств на всех трех уровнях.

Основные мероприятия проекта нацелены на следующее:

- Создание благоприятной политики и правил для инклюзивного и ориентированного на торговлю развития частного сектора;
- Поддержка благоприятных условий для устойчивого роста создания рабочих мест;
- Поддержка рыночных возможностей для всех посредством более эффективных и конкурентоспособных производителей и переработчиков.

Пандемия COVID-19 и ее последствия несут огромную угрозу в реализации Глобальной Программы в области Целей устойчивого развития, также Национальным стратегиям и программа развития на ближайшие годы. В результате распространения новой коронавирусной инфекции, и как следствие, сокращение денежных переводов со стороны трудовых мигрантов и снижение экономической активности в Таджикистане могут существенно негативно повлиять на социально-экономическое положение как граждан, так и частного сектора. Несмотря на сложную эпидемиологическую ситуацию в Таджикистане, оказание доступных, своевременных и эффективных государственных услуг, особенно социально уязвимым группам населения и частному сектору, может минимизировать последствия пандемии COVID-19.

26 декабря 2018 года, в рамках своего послания Президент Республики Таджикистан поручил Правительству страны в 2019 году разработать и представить проект закона РТ «О государственных услугах». Разработка закона была поручена Правительством Министерству юстиции (МЮ) Республики Таджикистан. В 2019 году, при технической поддержке ПРООН, проект закона был разработан и 15 января 2020 года принят Постановлением Маджлиси Оли Республики Таджикистан за № 1575.

Постановлением Правительства за № 462 об определении уполномоченного государственного органа по государственным услугам, Министерство юстиции Республики Таджикистан определено уполномоченным государственным органом по государственным услугам.

Для предоставления качественных государственных услуг населению и, в частности, предпринимателям Правительством страны были созданы ряд содействующих государственных учреждений. Так, 6 августа 2018 года, Постановлением Правительства за № 396 было создано «Агентство по экспорту при Правительстве Республики Таджикистан».

Целью и задачей Агентства является содействие экспорту и предоставление содействия предпринимателям в продвижении экспорта. Также, 31 декабря 2018 года, Постановлением Правительства за № 624 было создано Государственное учреждение «Бизнес-инкубатор Таджикистана», который предоставляет консультационные и обучающие услуги предпринимателям в ведении и создании бизнеса.

Одновременно 30 апреля 2021 года Постановлением Правительства за №169 была принята Государственная программа развития экспорта в Республике Таджикистан на 2021-2025 годы. Программа разработана в целях развития экспорта, усиления экспортоориентированного и импортозамещающего производства, снижения доли потребительских товаров и услуг в общем объеме импорта, создания благоприятных условий для реализации государственной внешнеэкономической политики, повышения конкурентоспособности отечественной продукции на внутреннем и внешних рынках. В рамках данной программы утверждена матрица мер по реализации программы, состоящая из 160 пунктов. Одним из пунктов является: №101 - *Усиление институционального потенциала и потенциала Агентства по экспорту при Правительстве Республики Таджикистан и его региональных офисов для дальнейшего повышения финансовой эффективности экспорта путем создания учреждений с определенной организационной структурой, включая организации займов и гарантий и организации по страхованию.* Действия, данного под проекта помогут в выполнении данных задач в рамках матрицы мер по реализации Государственной программы развития экспорта в Республике Таджикистан на 2021-2025 годы.

В ходе проведенных консультаций с представителями Министерства юстиции Республики Таджикистан, Агентством по экспорту при Правительстве Республики Таджикистан и Государственным учреждением «Бизнес-инкубатор Таджикистана», была выявлена потребность в повышении потенциала государственных служащих, предоставляющих услуги населению и предпринимателям.

В этой связи ПРООН в рамках своего проекта «Содействие торговле в ЦА», реализуемого в Таджикистане, намерена оказать техническую поддержку правительству Республики Таджикистан по наращиванию потенциала государственных служащих по предоставлению государственных услуг предпринимателям и инвесторам в стране через привлечение партнера-исполнителя.

2. Описание услуг:

Основной **целью** этого под-проекта является укрепление потенциала государственных служащих для улучшения предоставления государственных услуг гражданам и предпринимателям.

3. Целевые зоны:

Предусмотренные данным под-проектом задачи, будут реализованы непосредственно в Республике Таджикистан в тесном сотрудничестве с Министерством юстиции Республики Таджикистан, Агентством по экспорту при Правительстве Республики Таджикистан, Государственным учреждением «Бизнес-инкубатор Таджикистана» и ПРООН.

4. Целевая группа:

Исходя из проектных направлений целевой группой являются работники/госслужащие Министерства юстиции Республики Таджикистан (МЮ), Агентства по экспорту при

Правительстве Республики Таджикистан (АЭ) и Государственного учреждения «Бизнес-инкубатор Таджикистана» (БИ).

Подробный список должен быть разработан после консультаций с ПРООН и состоять как минимум из указанных выше агентств с минимум 100 представителями (50 женщин).

5. Задачи:

Для достижения вышеобозначенной задачи, под-проект предусматривает выполнение следующих **действий** (но не ограничивается):

1. Провести консультационные встречи с Министерством юстиции Республики Таджикистан (МЮ), Агентством по экспорту при Правительстве Республики Таджикистан (АЭ) и Государственным учреждением «Бизнес-инкубатор Таджикистана» (БИ) с целью проведения оценки нужд и выявления приоритетных тем для тренингов в вышеуказанных организациях. В качестве базовых тем предлагаются, но не ограничиваются:
 - *Правовые основы предоставления государственных услуг и нормативно-правовые документы реализации Закона РТ «О государственных услугах»*
 - *Состояние и механизмы реализации Закона РТ «О государственных услугах» предпринимателям*
 - *Оценка и повышение качества предоставления государственных услуг предпринимателям (для АЭ и БИ) и гражданам (для МЮ)*
 - *Этика делового общения и управление конфликтами при предоставлении государственных услуг предпринимателям (для АЭ и БИ) и гражданам (для МЮ)*
 - *Командообразование и эффективность предоставления госуслуг предпринимателям (для АЭ и БИ) и гражданам (для МЮ)*
 - *Стрессоустойчивость и клиентоориентированность предоставления госуслуг предпринимателям (для АЭ и БИ) и гражданам (для МЮ)*
2. Провести консультационные встречи с Министерством юстиции Республики Таджикистан (МЮ), Агентством по экспорту при Правительстве Республики Таджикистан (АЭ) и Государственным учреждением «Бизнес-инкубатор Таджикистана» (БИ) определить списки сотрудников, которые будут участвовать в тренингах. Как минимум 100 (50 женщин) должны быть отобраны.
3. Разработать как минимум 4 учебных модуля согласно проведенным консультациям.
4. Провести базовое тестирование существующих навыков и знаний участников.
5. Провести тренинги по выбранным 4 темам для не менее 100 (из них 50 женщин) представителей государственных органов в трех регионах страны (Согдийская и Хатлонская области и Душанбе).
6. Провести тестирование участников для определения уровня улучшения знаний с ранжированием (рейтинг) по каждому навыку.
7. Провести пост-мониторинг и оценку воздействия проведенных тренингов и представить ПРООН;
8. Подготовка промежуточных и финальных отчетов о выполненной работе и результатах по данному под-проекту.

6. Ожидаемые результаты:

Ожидается, что в ходе исполнения данного под-проекта будут достигнуты следующие **результаты:**

1. Предоставлен отчет проведенных консультациях с Министерством юстиции Республики Таджикистан (МЮ), Агентством по экспорту при Правительстве Республики Таджикистан (АЭ) и Государственным учреждением «Бизнес- инкубатор Таджикистана» (БИ) и отчёт об оценке нужд.
2. Как минимум 4 учебных модуля согласно проведенным консультациям разработаны и согласованны с ПРООН и заинтересованными организациями.
3. Не менее 100 человек (из них 50 женщин) для обучения определены и обеспечено их участие в тренингах.
4. Проведено базовое тестирование участников и результаты теста переданы в ПРООН и в заинтересованные организации.
5. Проведена серия тренингов по как минимум 4 темам, выбранным согласно проведенным консультациям.
6. Не менее 100 госслужащих обучены и проконсультированы, из которых по меньшей мере 50% составляют женщины. Повысился уровень навыков и знаний госслужащих по полученным тренингам и консультациям, и по меньшей мере 75% обученных госслужащих удовлетворены полученными знаниями; Проведен пост- тренинговый тест с указанием вышеуказанных критериев.
7. Проведено пост-тренинговое тестирование участников тренинга и предоставлены результаты теста с предоставлением рейтинга навыков каждого участника тренинга в ПРООН и в заинтересованные организации.
8. Программный и финансовый отчеты о проделанной работе и достигнутых результатах, и рекомендациях подготовлены и представлены в ПРООН;

7. Минимальные требования к компаниям/организациям:

- Опыт работы, не менее 5 лет, в сфере предоставления предоставления консультационных услуг государственным органам и проведение тренингов/семинаров/консультаций для представителей государственных органов;
- Продемонстрированный опыт работы, не менее 5 лет, в сфере предоставления консалтинговых услуг государственному и частному сектору в сфере обучения и разработки учебных модулей;
- Навыки в области проведения профессиональных тренингов и организации обучающих семинаров с привлечением госслужащих во всех регионах страны, предшествующий опыт проведения аналогичных заданий является предпочтительным (могут быть предоставлены аналогичные данному заданию контракты или задания);
- Минимум 3 года опыта работы в сфере обучения, разработки учебных модулей и индивидуальных образовательных программ для государственных служащих, предыдущий аналогичный опыт является преимуществом (ранее разработанные учебные модули схожие с данным заданием, могут быть предоставлены);
- Навыки по организации мониторинга и оценки проводимых мероприятий, опыт в проведении тестирования знаний и навыков государственных служащих, включая исследования по оценке нужд государственных служащих, и т.п.;
- Наличие квалифицированных специалистов/консультантов для выполнения выше обозначенных задач (резюме специалистов должны быть представлены);

- Наличие необходимых технических, административных и программных возможностей для непосредственного проведения работ, описанных в данном задании (данные о предыдущем опыте и контрактах должны быть представлены);
- Знания и навыки по подготовке финансовых и программных отчетов по проведенным работам.
- Наличие документов, подтверждающих опыт деятельности организации по вышеуказанным требованиям.

8. Отчетность:

Подрядчик несет ответственность за предоставление промежуточных и заключительных отчетов по выполненным работам. Программная и финансовая отчетность должна соответствовать требованиям, оговоренным в Контракте, подписанном подрядчиком и ПРООН. Подрядчик также отвечает за своевременный сбор всех необходимых документов, таких как документы по закупкам и денежным поступлениям, счет-фактуры, платежные ведомости и другие документы, которые подтверждают легитимность расходов.

Кроме того, Подрядчик должен предоставить ПРООН все фотографии и другие визуальные материалы, собранные во время проекта. Печатные и электронные версии отчетов должны передаваться в ПРООН. Электронная версия отчета должна быть сохранена в формате MS Word. Все отчеты должны быть напечатаны шрифтом ARIAL, размер 11, на странице размером А4. Титульная страница с названием проекта и именем автора должна содержать логотип ПРООН, Таджикистан.

9. Оплата:

Общая стоимость услуг включает расходы на материалы, транспорт, оплату услуг и т.п. в соответствии с представленным бюджетом. Подрядчик отвечает за выплату любых налогов, вытекающих из подписанного Контракта между Подрядчиком и ПРООН. Вместе с тем, ни по каким причинам, Подрядчику не будут предоставлены никакое-либо увеличение стоимости, никакие-либо дополнительные выплаты.

Выплаты будут производиться со стороны ПРООН в национальной валюте (таджикских сомони) согласно Контракту, и переводиться на банковский счет Подрядчика. Обменный курс будет соответствовать официальному курсу, применяемому ПРООН, на день осуществления платежа.

10. Сроки Исполнения:

Услуги, предусмотренные в задании для исполнения, данного под-проекта должны быть предоставлены Подрядчиком в период Сентябрь 2021 года по Декабрь 2021 года. Любые другие сроки исполнения и ход реализации должны быть заранее обговорены между ПРООН и Подрядчиком. Только после предварительного согласования между сторонами и получения соглашения, изменения вступят в силу.