

REQUEST FOR PROPOSAL (RFP)/ ЗАПРОС НА ПОДАЧУ ПРЕДЛОЖЕНИЯ (ЗП)

<p>UNDP Project “Biodiversity Finance Initiative” / Проект ПРООН «Инициатива по финансированию биоразнообразия»</p> <p>Э-почта: procurement@env.undp.kg</p>	<p>DATE: October 26, 2018/ ДАТА: 26 октября, 2018</p> <p>Reference: RFP 18/048 “Feasibility study on reforming environment harmful subsidies and introduction of biodiversity friendly subsidies” / Ссылка: RFP 18/048 «Технико-экономическое обоснование по реформированию вредных для окружающей среды субсидий и внедрению субсидий благоприятных для биоразнообразия».</p>
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Dear Vendor / : Уважаемый Поставщик:

We kindly request you to submit your Proposal for support to the Ministry of Finance of the Kyrgyz Republic on Feasibility study on reforming environment harmful subsidies and introduction of biodiversity friendly subsidies. / Просим Вас представить своё Предложение на Технико-экономическое обоснование по реформированию вредных для окружающей среды субсидий и внедрению субсидий благоприятных для биоразнообразия.

Submission mode #1 - mail/courier:/ Способ подачи №1 – почтой/курьером:

Your offer in one outer envelope with tender reference “RFP 18/048 _ “ Feasibility study on environmental subsidies” comprising of technical proposal and financial proposal, in separate sealed envelopes with marking as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” should reach on or before **13.00 pm, 9 November, 2018 (local time)** by courier mail to the address below / Ваше предложение должно состоять из технической и финансовой частей, запечатанных в отдельных конвертах с обозначением «ТЕХНИЧЕСКАЯ ЧАСТЬ» и «ФИНАНСОВАЯ ЧАСТЬ», помещённых в один внешний конверт с указанием “RFP 18/048 - ТЭО по экологическим субсидиям”, который должен быть направлен не позднее **13.00 часов, 9 ноября 2018 года** (по местному времени) почтовым курьером по указанному ниже адресу:

United Nations Development Programme / Программа Развития ООН
160, Chuy Avenue, Bishkek / г. Бишкек, пр. Чуй 160
720040, Kyrgyz Republic / 720040, Кыргызская Республика
Receipt of bids will be made only during working hours from 09.00 – 17.00PM /
приём документов – только в течении рабочих часов с 9.00 – 17.00

Submission mode #2 – email:/ Способ подачи №2 – электронной почтой:

Your offer with tender reference “RFP 18/048 _ “ Feasibility study on environmental subsidies” comprising of technical proposal and financial proposal, in separate emails with marking as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” should reach on or before **13.00 pm, 9 November, 2018 (local time)** via mail to the address below / Ваше предложение должно состоять из технической и финансовой частей, отправленных отдельными электронными письмами с обозначением «ТЕХНИЧЕСКАЯ ЧАСТЬ» и «ФИНАНСОВАЯ ЧАСТЬ», с указанием “ RFP 18/048 - ТЭО по экологическим субсидиям”, которые должны быть направлены не позднее **13.00 часов, 9 ноября 2018 года** по указанному ниже адресу:

email/электронная почта: tender.kgz@undp.org

Please be guided by the form attached hereto as Annex 2 and Annex 3, in preparing your Proposal/ При подготовке Предложения используйте, пожалуйста, форму Приложения 2 и Приложения 3.

Your Proposal must be valid for a minimum period of **120 days**/ Ваше Предложение должно быть действительным в течение минимального периода **120 дней**.

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. / При подготовке предложений, Вы несёте ответственность за то, чтобы заявка достигла адресата в указанные сроки. Предложения, полученные ПРООН после указанного выше срока по любой причине, не будут рассматриваться.

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. / Предлагаемые услуги будут рассмотрены и оценены на основе их полноты и соответствия требованиям Запроса на Предложения, а также соответствия требованиям всех других приложений, содержащих подробные требования ПРООН.

The Proposal that complies with all of the requirements meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected. / Контракт будет присуждён авторам того Предложения, которое наиболее соответствует всем требованиям Запроса, удовлетворяет всем критериям оценки и предлагает наиболее выгодное соотношение цены и качества услуг. Любое Предложение, которое не отвечает изложенным требованиям, будет отклонено.

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. / Любое расхождение между ценой за единицу и совокупной ценой будет пересчитано со стороны ПРООН, при этом приоритетной является цена за единицу, на основании которой будет исправлена совокупная цена. Если поставщик услуг не согласен с окончательной стоимостью, полученной в результате перерасчёта и исправлений арифметических ошибок со стороны ПРООН, то его Предложение будет отклонено.

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. / После получения ПРООН Предложения, не принимаются никакие изменения совокупной цены, возможные в результате роста цен, инфляции, колебаний валютных курсов, или любых других рыночных факторов. На момент подписания контракта или заказа на закупку, ПРООН оставляет за собой право изменять (увеличивать или уменьшать) объем услуг или товаров до максимум двадцати пяти процентов (25%) от общего предложения, без каких-либо изменений цены за единицу или других условий и положений.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 4. / На любой контракт или заказ на закупку, выданный по данному Запросу на подачу предложений, распространяется действие Общих условий и положений контракта, прилагаемых к настоящему документу. Сам факт подачи Предложения предполагает, что поставщик услуг безусловно принимает Общие условия и положения ПРООН, содержащиеся в Приложении 4.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process. / Обратите, пожалуйста, внимание на то, что независимо от результатов или порядка проведения процесса отбора, ПРООН не несёт обязательств по принятию любого Предложения, выдаче контракта или заказа на закупку, а также не несёт ответственности за любые расходы, связанные с подготовкой и представлением Предложения поставщиками услуг.

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>. / Процедура опротестования для поставщиков ПРООН предназначена для предоставления возможности обжалования результатов конкурса лицам или фирмам, которые не получили контракт или заказ на закупку в процессе проведения тендера на

предоставление услуг. В случае, если Вы считаете, что с Вами поступили несправедливо, Вы можете найти подробную информацию о процедурах опротестования на сайте: <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. / ПРООН призывает каждого потенциального поставщика услуг к предотвращению возможного конфликта интересов, путём предоставления ПРООН информации о том, были ли Вы, любой из Ваших партнёров или сотрудников причастны к подготовке требований данного Запроса, его проекта, сметы расходов и другой информации, содержащейся в Запросе на Предложение.

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 / ПРООН придерживается политики абсолютного неприятия случаев мошенничества и других запрещённых видов деятельности и выражает свою приверженность делу предотвращения, выявления и расследования всех подобных актов и случаев в отношении ПРООН, а также третьих сторон, участвующих в деятельности ПРООН. ПРООН надеется, что её поставщики будут придерживаться Кодекса поведения поставщика ООН, информация о котором доступна на сайте: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interest's paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they: / В ответ на данный ЗП, ПРООН требует, чтобы все потенциальные участники вели себя профессионально, объективно и беспристрастно, всегда ставя во главу угла интересы ПРООН. Участники должны в жёстком порядке избегать конфликтов с другими заданиями или своими собственными интересами и работать, не рассчитывая на будущие контракты. Если у участника будет обнаружен конфликт интересов, то он будет дисквалифицирован. Не ограничивая общий характер вышесказанного, считается, что участник и любые аффилированные лица имеют конфликт интересов с одной или несколькими сторонами в данном процессе, если они:

1. Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; / В прошлом или настоящем связаны с фирмой или любыми аффилированными лицами, которые участвовали в предоставлении услуг ПРООН в области разработки дизайна, спецификаций, технического задания, анализа издержек, составления сметной документации и прочих документов, необходимых для использования при закупке товаров и услуг в рамках данного отборочного процесса;
2. Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or / Участвовали в подготовке и/или дизайне программы или проекта в отношении услуг, запрашиваемых в рамках настоящего ЗП; или
3. Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP. / Если обнаружено, что они находятся в другой ситуации конфликта интересов, как это могло быть установлено ПРООН или сочтено по её усмотрению.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists. / В случае любой неопределённости в отношении интерпретации потенциального конфликта интересов, участники должны сообщить об этом ПРООН и получить подтверждение о существовании или отсутствии конфликта интересов.

Similarly, the Proposers must disclose in their proposal their knowledge of the following: / По такому же принципу участники обязаны в своих предложениях раскрыть свои знания следующего:

1. That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and / Что они - полные или частичные владельцы, должностные лица, директора или

представители их ключевого персонала находятся в родственных отношениях с сотрудниками ПРООН, занимающихся функциями закупки и/или Правительства страны или реализующего партнёра, получающих услуги в рамках настоящего ЗП; и

2. All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. / Все прочие обстоятельства, которые потенциально могут привести к фактическому или подразумеваемому конфликту интересов, сговору или ситуации несправедливой конкуренции.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure. / Неспособность раскрыть такую информацию может привести к отклонению предложения или предложений, на которые повлиял факт такого утаивания информации.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following: / Предложения, предоставленные двумя (2) или более заявителями, будут отклонены при обнаружении одного из нижеперечисленных аспектов:

1. they have at least one controlling partner, director or shareholder in common; or / Они имеют как минимум одного общего контролирующего партнёра, директора или акционера; или;
2. any one of them receive or have received any direct or indirect subsidy from the other/s; or / Любой из них получает или получал прямую или непрямую субсидию от другого; или;
3. they have the same legal representative for purposes of this RFP; or / Для целей настоящего ЗП у них один и тот же юридический представитель; или;
4. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process; / Между ними напрямую или через общие третьи стороны установлены взаимоотношения, которые ставят их в ситуацию доступа к информации о предложении или возможности повлиять на предложение другого участника в отношении данного процесса ЗП;
5. they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or / Они являются субподрядчиками друг друга или субподрядчик по одному предложению также подаёт отдельное предложение под своим именем в качестве ведущего заявителя; или
6. an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal. / Эксперт, предлагаемый в составе команды одного участника конкурса, участвует в более чем одном предложении, полученного в рамках настоящего процесса ЗП. Данное условие не применимо в отношении субподрядчиков, включённых в более чем одно предложение.

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture. / Если участник представляет собой группу юридических лиц, которые на момент предоставления предложения сформируют или сформировали совместное предприятие, консорциум или ассоциацию, то они в своём предложении должны подтвердить следующее: (i) они назначили одну из сторон в качестве ведущего юридического лица, соответствующим образом уполномоченного юридически обязывать членов совместного предприятия вместе или по отдельности, и этот факт официально подтверждён нотариально заверенным Соглашением среди юридических лиц, которое должно быть предоставлено вместе с предложением; и (ii) если им присуждён контракт, то он заключается между ПРООН и уполномоченным юридическим лицом, действующим от лица всех юридических лиц-членов совместного предприятия.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can: / После предоставления ПРООН предложения юридическое лицо, которое было уполномочено представлять совместное предприятие, не меняется без получения предварительного письменного согласия ПРООН. Более того, ни ведущее юридическое лицо, ни другое юридическое лицо-член совместного предприятия не могут:

- a) Submit another proposal, either in its own capacity; nor / *оставлять другое предложение от своего собственного лица; либо*
- b) As a lead entity or a member entity for another joint venture submitting another Proposal. / *Выступать в качестве ведущего юридического лица или члена другого подающего предложение совместного предприятия.*

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP. / *Описание организации совместного предприятия/консорциума/ассоциации как в самом предложении, так и в Соглашении о совместном предприятии должно чётко определять ожидаемую роль каждой из сторон совместного предприятия в удовлетворении требований ЗП. Все юридические лица, формирующие совместное предприятие, должны быть предметом оценки правомочности и квалификационной оценки со стороны ПРООН.*

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner: / *Если совместное предприятие представляет послужной список и опыт деятельности согласно требованиям ЗП, то информация должна быть представлена следующим образом:*

- a) Those that were undertaken together by the joint venture; and / *Работа, выполненная в качестве совместного предприятия; и*
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP. / *Работа, выполненная отдельными юридическими лицами совместного предприятия, которые будут участвовать в предоставлении услуг, обозначенных в ЗП.*

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members but should only be claimed by the individual experts themselves in their presentation of their individual credentials. / *Предыдущие контракты, осуществлённые отдельными экспертами, которые работали в частном порядке, но которые постоянно или временно связаны с любой из компаний – членов, не являются частью опыта совместного предприятия или его членов, но являются личным опытом самих экспертов, когда они представляют свои отдельные квалификации.*

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities. / *Если предложение совместного предприятия было определено ПРООН как наиболее подходящее предложение, предлагающее наилучшее качество по наилучшей цене, то ПРООН присуждает контракт совместному предприятию на имя уполномоченного ведущего юридического лица. Ведущее юридическое лицо подписывает контракт от лица всех других членов совместного предприятия.*

Thank you and we look forward to receiving your Proposal. / *Благодарю Вас и ждём Ваших предложений.*

Sincerely yours,
Ms. Lira Zholdubaeva, UNDP BioFin Project Coordinator /



С уважением,
Г-жа Лира Джолдубаева, Координатор проекта ПРООН БиоФин

Description of Requirements / Описание требований

Context of the Requirement/ Контекст требования	UNDP Project “Biodiversity Finance Initiative” / Проект ПРООН «Инициатива по финансированию биоразнообразия»
Brief Description of the Required Services ¹ /Краткое описание требуемых услуг	Provision of consulting services for the development of a feasibility study of financial decisions for biodiversity conservation. / Оказание консультационных услуг по разработке технико-экономического обоснования финансовых решений для сохранения биоразнообразия.
List and Description of Expected Outputs to be Delivered /Перечень и описание ожидаемых результатов	Please refer to the Terms of Reference, section “Scope of Work” (Annex 1)/ Пожалуйста обратитесь к техническому заданию, раздел “Объем работы” (Приложение 1)
Progress Reporting Requirements / Требования отчетности о ходе работ	Please refer to the Terms of Reference, section “Reporting requirements” (Annex 1) / Пожалуйста обратитесь к техническому заданию, раздел “Требования по отчетности” (Приложение 1)
Location of work/ Место выполнения работ	Kyrgyz Republic / Кыргызская Республика
Expected duration of work /Планируемая длительность работ	Within 5 months from the date of signing the contract / в течение 5 месяцев с момента подписания контракта
Target start date / Планируемая дата начала	November 2018 / ноябрь, 2018 г.
Latest completion date / Крайний срок завершения	April 2019 / апрель 2019 г.
Implementation Schedule indicating breakdown and timing of activities/sub-activities / График выполнения с разбивкой и указанием сроков всех видов работ	<input checked="" type="checkbox"/> Required / Требуется
Currency of Proposal / Валюта предложения	<input checked="" type="checkbox"/> United States Dollars (US\$) / доллары США
Value Added Tax on Price Proposal/ НДС по финансовому предложению	<input checked="" type="checkbox"/> Prices should be indicated without VAT with consideration of a letter of the Ministry of Economy of the Kyrgyz Republic # 18-025/174 dd 26.05.2018 with regard to the international organizations and projects enjoying preferential taxation in 2018 in the Kyrgyz Republic. / Цены должны быть указаны без НДС с учётом письма Министерства Экономики Кыргызской Республики № 18-025/174 от 26.05.2018 в отношении международных организаций и проектов, пользующихся правом льготного налогообложения на 2018 год в Кыргызской Республике. Offers with prices provided not in line with the Ministry of Economy letter as indicated above are subject to rejection for further evaluation. / Предложения, в которых цены предоставлены не в соответствии с вышеуказанным письмом Министерства экономики не будут допущены к последующей оценке.
Validity Period of Proposals (Counting for the last day of submission of quotes)/ Срок действия предложения (с момента последнего дня	<input checked="" type="checkbox"/> 120 days / 120 дней 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. / В исключительных случаях ПРООН может просить кандидата о продлении срока действия

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. / Если сведения, перечисленные в настоящем Приложении, не являются достаточными для полного описания характера работы и других требований, может быть приложено подробное ТЗ.

предоставления финансовых предложений)	Предложения, первоначально указанного в данном ЗП. В таком случае продление срока Предложения подтверждается в письменной форме, без внесения каких-либо изменений.
Pre-Bid conference / Предварительная встреча	<p>Time: 15.00 pm Bishkek local time (GMT+6) / Время: 15:00 часов по местному времени (GMT+6)</p> <p>Date: 31 October 2018 / 31 Октября 2018 г.</p> <p>Venue: UNDP Office, bldg.#109/2, 5th floor, "Maximum" Business Center, Turusbekov Street, Bishkek, Kyrgyz Republic / Офис ПРООН, 109/2, 5 этаж, бизнес-центр "Максимум", улица Турсубекова, Бишкек, Кыргызская Республика. E-mail: procurement@env.undp.kg</p> <p>Attendance of authorized prospective Bidders' representatives is encouraged. / Присутствие представителей Поставщиков приветствуется.</p> <p>The prospective Bidders' representatives may submit notification of their intention to the UNDP focal point for the arrangement / Контактное лицо ПРООН, отвечающее за организацию: Mr. Viktor Gorovikov / Виктор Горовиков</p> <p>Address: UNDP Office, bldg.#109/2, 5th floor, "Maximum" Business Center, Turusbekov Street, Bishkek, Kyrgyz Republic / Адрес: Офис ПРООН, 109/2, 5 этаж, бизнес-центр "Максимум", улица Турсубекова, Бишкек, Кыргызская Республика.</p> <p>E-mail: procurement@env.undp.kg</p> <p>Tel. / Телефон: + 996 (312) 39 41 40 (ext./доб. 135)</p>
Payment Terms/Условия оплаты	<p>Please refer to the Terms of Reference, section "Final Deliverables" (Annex 1). / Пожалуйста обратитесь к техническому заданию, раздел "Ожидаемые результаты" (Приложение 1).</p> <p><i>Within thirty (30) days from the date of meeting the following conditions: UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and Receipt of invoice from the Service Provider/В течение тридцати (30) дней с момента выполнения следующих условий: Письменный документ о приёме ПРООН (т.е. не просто квитанция об оплате) качества результатов; и Получение от Поставщика услуг счета к оплате.</i></p> <p>For local contractors in Kyrgyzstan UNDP shall effect payment in Kyrgyz Som based on the prevailing UN operational rate of exchange on the month of payment. / Для контрактеров, зарегистрированных в Кыргызской Республике, оплата будет производиться в кыргызских сомах по официальному обменному курсу ООН, применяемый в момент выплаты.</p> <p>The prevailing UN operational rate of exchange is available for public from the following link: http://treasury.un.org/operationalrates/OperationalRates.aspx/ Официальный обменный курс ООН публикуется на: http://treasury.un.org/operationalrates/OperationalRates.aspx</p>
Person to review/inspect/ approve outputs/completed services and authorize the disbursement of payment /Лицо, ответственное за контроль/проверку/утверждение результатов и оказанных услуг, и выдачу разрешения об оплате	UNDP Environment and DRM Team leader / Руководителем Направления ПРООН по Окружающей среде и ЧС
Type of Contract to be Signed/ Вид Контракта, который будет подписан	<input checked="" type="checkbox"/> Contract for Professional Services / Договор на оказание консультационных услуг
Criteria for Contract Award/ Критерии для заключения контракта	<p><input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution); / Наивысшая совокупная оценка (на основе следующего удельного распределения значимости оценки: техническое предложение (70%) и финансовое предложение (30%);</p> <p><input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non-acceptance of</p>

	the GTC may be grounds for the rejection of the Proposal. / Полное признание Общих условий и положений контрактов ПРООН (ОУПК). Это является обязательным критерием, который должен присутствовать независимо от характера требуемых услуг. Отказ от принятия ОУПК может быть основанием для отклонения Предложения.
Criteria for the Assessment of Proposal/ Критерии оценки Предложения	<p>Technical Proposal (70%) / Техническое предложение (70%)</p> <p><input checked="" type="checkbox"/> Expertise of the Firm (23%) / Опыт фирмы (23%)</p> <p><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (20%) / Методология, её соответствие условиям и срокам Графика Выполнения (20%)</p> <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel (27%) / Структура управления и квалификация ключевого персонала (27%)</p> <p>Financial Proposal (30%) / Финансовое предложение (30%)</p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP / Рассчитывается как отношение цены Предложения к самой низкой цене среди всех предложений, полученных ПРООН.</p>
UNDP will award the contract to/ ПРООН заключит контракт с:	<input checked="" type="checkbox"/> One and only one Service Provider / Одним и только одним Поставщиком услуг
Conditions and Procedures for electronic submission and opening of documents / Условия и порядок электронной подачи и вскрытия документов	<ul style="list-style-type: none"> ▪ Official Address for e-submission /официальный адрес для электронной подачи: procurement@undp.kg ▪ Free from virus and corrupted files/ Свободный от вирусов и поврежденных файлов ▪ Format/Формат: PDF files only/ только PDF-файлы. ▪ The quotation should be protected with separate password (please see instructions on/ Предложение должно быть защищено отдельным паролем (смотрите инструкции по ссылке http://www.images.adobe.com/content/dam/Adobe/en/products/acrobat/pdfs/adobe-acrobat-xi-protect-pdf-file-with-permissions-tutorial-ue.pdf) ▪ Password must not be provided to UNDP until the date and time of Bid Opening as indicated in Section "Instruction for Electronic Submission" below/ Пароль не должен быть предоставлен ПРООН до времени и даты вскрытия Предложений, как указано в разделе «Инструкция для электронного представления» ниже: ▪ Max. File Size per transmission: 5 MB/ Макс. Размер файла за передачи: 5 Мб; ▪ Max. No. of transmission: unlimited /Макс. Количество передач: неограниченно. ▪ Virus Scanning Software to be Used prior to transmission/ Программное обеспечение сканирования на вирусы должно быть использовано до рассылки. <p>Instruction for Electronic Submission/ Инструкция для электронной подачи:</p> <ul style="list-style-type: none"> ▪ Having prepared the Quotation in paper format the entire quotation should be scanned into .pdf (Adobe Acrobat) format file and attached to one or more e-mail(s). / Подготовив предложение в бумажном формате. Техническое предложение должно быть отсканировано в формате .pdf (Adobe Acrobat) файл формата и прикреплен к одному или нескольким электронной письмам). <p>Please set-up a password to secure your technical and financial proposal, which the Offeror should provide via e-mail on 9 November 2018, from 13:10 to 13:30 local time (GMT+6). Password for financial part shall be provided only after official application from PMU UNDP/ Пожалуйста, установите пароль для защиты вашего технического и финансово предложения, пароль на техническую часть поставщик должен предоставить по электронной почте 9 ноября 2018 года с 13.10 до 13.30 по местному времени (GMT+6). Пароль на финансовую часть должен будет предоставлен только после официального запроса со стороны ОРП ПРООН.</p>

<p>Required Documents that must be Submitted to Establish Qualification of Proposers / Документы, которые должны быть поданы для подтверждения квалификации Претендентов</p>	<p><input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2 and 3 and also all supporting documents requested in Annex 2 and 3, and in accordance with the list of requirements in Annex 1; / Должным образом заполненные формы Приложений 2 и 3, а также сопутствующие документы, требуемые в Приложениях 2 и 3, в соответствии с перечнем требований в Приложении 1;</p> <p><input checked="" type="checkbox"/> Offeror's Information Form (Annex 4); / Информация Об Участнике Торгов (Приложение 4);</p> <p><input checked="" type="checkbox"/> Availability of legal documents of the organization (enclose a copy of legal registration); / Наличие правовых документов организации (приложить копию юридической регистрации);</p> <p><input checked="" type="checkbox"/> At least 1 successfully implemented project/contract in provision of services in the sphere of public finance over the past 3 years (provide with descriptions of the last implemented projects/contracts with contact details); / Минимум 1 успешно реализованный проект/контракт в предоставлении услуг в сфере государственных финансов за последние 3 года (приложить описание последних выполненных проектов/контрактов с контактными данными);</p> <p><input checked="" type="checkbox"/> At least 1 successfully implemented project/contract in provision of services in media planning/development of communication strategies/informational support undertaken over the past 3 years (provide with descriptions of the last implemented projects/contracts with contact details); / Минимум 1 успешно реализованный проект/контракт в предоставлении услуг по медиа планированию/разработке коммуникационных стратегий/информационного сопровождения за последние 3 года (приложить описание последних выполненных проектов/контрактов с контактными данными);</p> <p><input checked="" type="checkbox"/> Methodology and Timeliness; / Методология и временные рамки;</p> <p><input checked="" type="checkbox"/> Curriculum vitae and copies of diploma of specialists who will be involved in completing the services (minimum: 1 Team Leader, 1 Public Finance Management Consultant, 1 Energy Sector Consultant, 1 Agriculture Sector Consultant, 1 Public Relations Consultant; / Резюме и копии дипломов квалифицированного персонала (как минимум 1 Руководитель команды, 1 Консультант по управлению государственными финансами, 1 Консультант в энергетическом секторе, 1 Консультант в секторе сельского хозяйства, 1 Консультант по связям с общественностью;</p> <p><input checked="" type="checkbox"/> Other relevant documents, as requested in the Terms of Reference. / Другие необходимые документы в соответствии с требованиями Технического задания.</p>
<p>Annexes to this RFP/ Приложения к ЗП</p>	<p><input checked="" type="checkbox"/> Detailed TOR (Annex 1); / Подробное ТЗ (Приложение 1);</p> <p><input checked="" type="checkbox"/> Form for Submission of Technical Proposal (Annex 2); / Форма заявки представления Технического Предложения (Приложение 2);</p> <p><input checked="" type="checkbox"/> Form for Submission of Financial Proposal (Annex 3); / Форма заявки представления Финансового Предложения (Приложение 3);</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4); / Общие условия и положения / Особые условия (Приложение 4);</p>

Format proposals/Формат предложений	<p>Your offer in one outer envelope comprising of technical proposal and financial proposal, in separate sealed envelopes, the envelopes should be clearly marked "TECHNICAL" and "FINANCIAL" and should not be combined. / Ваше предложение должно состоять из технической и финансовой частей, запечатанных в отдельных конвертах, помещённых в один внешний конверт, конверты должны быть чётко обозначены «ТЕХНИЧЕСКАЯ ЧАСТЬ» и «ФИНАНСОВАЯ ЧАСТЬ» и не должны подаваться в одном конверте.</p> <p>The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules. / Рабочая и техническая части Предложения не должны содержать никакой ценовой информации по предлагаемым услугам. Ценовая информация должна быть представлена отдельно и только в соответствующей Смете.</p> <p>Note: if the inner envelopes are not sealed and marked as per the instructions in this clause, UNDP will not assume responsibility for the Proposal's misplacement or premature opening. / Примечание: если внутренние конверты не запечатаны и не обозначены согласно инструкциям этой статьи, ПРООН не несёт ответственности за неверное Предложение или преждевременное вскрытие его.</p>
Liquidated Damages / Договорная неустойка	0.5% of contract value for every day of delay, up to a maximum duration of calendar 20 calendar days. Thereafter, the contract may be terminated. / 0,5% от суммы контракта за каждый день просрочки максимальной длительностью до 20 календарных дней. После этого действие контракта может быть прекращено.
Contact Person for Inquiries (Written inquiries only) / Контактное лицо для информации (Только для письменных вопросов)	<p>Email/E-mail: procurement@env.undp.kg</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers. / Любая задержка с ответом со стороны ПРООН не должна использоваться в качестве причины для продления срока для представления предложения, за исключением случаев, когда ПРООН определяет, что такое продление является необходимым и сообщает кандидатам новый срок.</p>

Evaluation and comparison of proposals / Оценка и сравнение предложений

A two-stage procedure will be utilized in evaluating the proposals with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. / Предложения пройдут двухэтапную оценку, с первоначальной оценкой технической части предложения до вскрытия и рассмотрения финансовой части предложения.

Final evaluation will be based on the methodology of cumulative analysis/ Финальная оценка будет основана на методе кумулятивного анализа:

$$\text{Total score} = \text{Technical Score} + \text{Financial Score} /$$

Общая оценка = техническая оценка + финансовая оценка.

Technical Criteria weight - 70%, 700 scores maximum / Мера технических критериев - 70%, 700 максимальных баллов.
Financial Criteria weight - 30%. 300 scores maximum / Мера финансовых критериев - 30%. 300 максимальных баллов.

Only companies obtaining a minimum of 490 from 700 points in the Technical part of evaluation would be considered for the Financial Evaluation as per the following formula:

$$P = Y * (L/Z), \text{ where}$$

P=points for the financial proposal being evaluated
Y=maximum number of points for the financial proposal
L= price of the lowest price proposal
Z=price of the proposal being evaluated

Только компании, получившие минимум 490 баллов из 700 баллов в технической оценке будут рассмотрены для финансовой оценки, при этом для расчётов будет применена следующая формула:

$$P=Y*(L/Z), \text{ где}$$

P=баллы за оцениваемое финансовое предложение

Y= максимальное количество баллов за финансовое предложение

L= минимальное финансовое предложение

Z= цена рассматриваемого финансового предложения

The contract will be awarded to the Offeror who obtains the maximal points combined scope of Technical and Financial proposals /

Контракт будет присужден компании набравшей максимальный балл суммы Финансового и Технического предложений.

Minimum Eligibility Criteria / Минимальные критерии правомочности участия

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage. / ПРООН изучает предложения для определения, что они полностью соответствуют минимальным документальным требованиям, что документы были соответствующим образом подписаны, что участники не состоят в списке террористов и финансистов терроризма Совета Безопасности ООН 1267/1989, а также в списке ПРООН запрещённых или временно отстранённых поставщиков, что предложения в общем находятся в порядке, а также удовлетворяются и другие индикаторы, которые могут использоваться на данной стадии. ПРООН может отклонить любое предложение на данном этапе.

Prior to technical evaluation all proposals will be thoroughly screened against below eligibility criteria (minimum qualification requirements): / Все предложения до технической оценки будут оценены на предмет соответствия следующим минимальным критериям:

- Availability of legal documents of the organization (legal registration in the Ministry of Justice of the Kyrgyz Republic). / Наличие правовых документов организации (юридическая регистрация в Министерстве юстиции КР).

Evaluation of the technical proposal being completed prior to any financial 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% (490) of the obtainable score of 700 points in the evaluation of the technical proposals. / Оценка технического предложения подлежит завершению до вскрытия и сравнения любого финансового предложения. Ценовое предложение вскрывается только при получении минимального технического балла 70% (490) из достижимых 700 пунктов в оценке технического предложения.

Technical Evaluation / Техническая оценка

Technical proposal is evaluated on the basis of its responsiveness to the ToR (Annex 1) and based on the following «Technical Proposal Evaluation» Form: / Техническое предложение будет рассмотрено согласно соответствию ТЗ (Приложение 1), на основе следующей формы «Оценка Технического предложения»:

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of the Firm / Опыт фирмы	24	240					
2.	Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan / Методы, соответствие условиям и срокам Графика Выполнения	20%	200					
3.	Management Structure and Qualification of Key Personnel / Структура управления и квалификация ключевого персонала	26	260					
	Total		700					

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of the Firm/Опыт фирмы							
1.1	<p>At least 1 successfully implemented project/contract in provision of services in the sphere of public finance over the past 3 years (provide with descriptions of the last implemented projects/contracts with contact details); / Минимум 1 успешно реализованный проект/контракт в предоставлении услуг в сфере государственных финансов за последние 3 года (приложить описание последних выполненных проектов/контрактов с контактными данными);</p> <p><i>For each implemented project/contract – 60 points, but no more than 120 points / За каждый реализованный проект/контракт 60 баллов, итого не более – 120 баллов</i></p>	120					
1.2	<p>At least 1 successfully implemented project/contract in provision of services in media planning/development of communication strategies/informational support undertaken over the past 3 years (provide with descriptions of the last implemented projects/contracts with contact details); / Минимум 1 успешно реализованный проект/контракт в предоставлении услуг по медиа планированию/разработке коммуникационных стратегий/информационного сопровождения за последние 3 года (приложить описание последних выполненных проектов/контрактов с контактными данными);</p> <p><i>For implemented project/contract – 60 points, but no more than 120 points / За реализованный проект/контракт 60 баллов, за каждый дополнительный пример 20 баллов, итого не более – 120 баллов</i></p>	120					
		240					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan / Методы, соответствие условиям и срокам Графика Выполнения							
2.1	How well-elaborated and well-developed is the methodology of implementation? / Насколько хорошо продумана и разработана методология выполнения задания:						

	<ul style="list-style-type: none"> - Proposed methodology of performance based on the principles of public finance management in the Kyrgyz Republic: the priority of public interests, principles of publicity and legality; / Предложенная методология базируется на принципах управления государственными финансами Кыргызской Республики: приоритет общественных интересов, принцип гласности и принцип законности; - Proposed methodology includes the concept of assessment of public subsidies effectiveness in accordance with sustainable development principles; / Предложенная методология содержит концепцию оценки эффективности государственных субсидий в соответствии с принципами устойчивого развития; - Proposed methodology contains tools, which will be used for implementation of the tasks within TOR including mechanism of building cooperation with the governmental institutions and all relevant stakeholders; / Предложенная методология содержит инструменты, которые будут использованы для выполнения задач согласно ТЗ, включая механизмы построения сотрудничества с государственными органами и всеми заинтересованными сторонами; - Proposed methodology includes the reporting conditions and quality assurance mechanisms that will be put in place; / Предложенная методология включает условия по отчетности и механизмы обеспечения качества, которые будут внедрены; - Developed realistic weekly detailed calendar plan of actions to implement all activities within TOR which meets the assignment timeframe. / Разработан детализированный по неделям календарный план по реализации всех мероприятий в рамках ТЗ который соответствует продолжительности задания. 	40					
		40					
		40					
		30					
		30					
2.2	Additional scores / Дополнительные баллы <ul style="list-style-type: none"> - Proposed methodology includes brief description of the mechanisms to ensure sustainability of the initiatives after the contract completion. / Предложенная методология кратко описывает механизмы по обеспечению устойчивости инициатив после окончания контракта. 	20					
		200					

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Management Structure and Qualification of Key Personnel / Структура управления и квалификация ключевого персонала							
3.1	Team Leader / Руководитель команды	60					
	Bachelor’s degree or equivalent in Social sciences / Степень бакалавра или эквивалент в общественных науках;	5					
	Master’s degree in jurisprudence is an asset / Наличие степени магистра в юриспруденции является преимуществом.	5					
	At least 3 years of professional experience in the field of examination of regulatory legal acts for the purpose of expediency and legality (provide with list of the documents expertied); / Не менее 3 лет профессионального опыта в области экспертизы нормативных правовых актов на предмет целесообразности и законности (приложить список оцененных документов);	30					

	For each year of the legal expertise – 5 points per every year but not more than 30 in total / За каждый год в области правовой экспертизы - 5 баллов, но не более 30 баллов.							
	At least 1 successfully implemented project in the field of functional analysis in the fiscal sphere. / Не менее 1 успешно реализованного проекта в сфере функционального анализа в фискальной сфере.	20						
3.2	Public Finance Management Consultant / Консультант по управлению государственными финансами	50						
	Bachelor's degree or equivalent in one of the following fields: social sciences. / Степень бакалавра в одной из следующих областей: социальных наук.	5						
	Master's degree in the named spheres is an asset/ Наличие степени магистра в указанных сферах является преимуществом	5						
	At least 3 years of professional experience in the field of Public budgeting. / Не менее 3 лет профессионального опыта работы в сфере государственных финансов.	40						
	For each year of experience – 10 points but not more than 40 points in / За каждый год работы по 10 баллов, но не более 40 баллов.							
	Energy sector consultant / Консультант в энергетическом секторе	50						
	Bachelor's degree or equivalent in one of the following fields: social/technical sciences. / Степень бакалавра или эквивалент в одной из следующих областей: социальные/технические науки.	5						
3.3	At least 3 years of professional experience in the field of energy sector management. / Не менее 3 лет профессионального опыта работы в энергетическом секторе.	25						
	For each year of experience – 5 points but not more than 25 points in / За каждый год работы по 5 баллов, но не более 25 баллов.							
	At least 1 example of participation in tariff policy development/by-laws in energy sector management / Как минимум 1 пример участия в разработке тарифной политики/НПА в сфере энергетики	20						
	Agriculture sector consultant / Консультант в секторе сельского хозяйства	50						
	Bachelor's degree or equivalent in one of the following fields: economics /public administration/ agricultural / technical sciences / Степень бакалавра или эквивалент в одной из следующих областей: экономика/ государственное управление/ сельскохозяйственные/ технические науки.	5						
3.4	At least 3 years of professional experience in the field of agriculture sector management. / Не менее 3 лет профессионального опыта в сфере управления в сельскохозяйственном секторе.	25						
	For each year of experience – 5 points but not more than 25 points in / За каждый год работы по 5 баллов, но не более 25 баллов.							

	At least 1 example of participation in tariff policy development in the sphere of water management in agriculture. / Как минимум 1 пример участия в разработке тарифной политики в сфере управления водными ресурсами в сельском хозяйстве.	20						
3.5	Public relations consultant / Консультант по связям с общественностью	50						
	Bachelor's degree or equivalent in the Social sciences / Степень бакалавра или эквивалент в общественных науках;	5						
	Master's degree in the named spheres is an asset / Наличие степени магистра в указанных сферах является преимуществом	5						
	At least 3 years of professional experience in field of public relations / Не менее 3 лет профессионального опыта работы в сфере связей с общественностью.	20						
	<i>For each year of experience – 5 points per year but not more than 20 points / За каждый год работы по 5 баллов, но не более 20 баллов.</i>							
	At least 1 developed and successfully implemented communication strategy related to social and economic issues/ Не менее 1-й разработанной и успешно реализованной коммуникационной стратегий по социо-экономическим вопросам.	20						
		260						

TERMS OF REFERENCE/ ТЕХНИЧЕСКОЕ ЗАДАНИЕ

UNDP “Biodiversity Finance Initiative” Project /
Проект ПРООН «Инициатива по финансированию биоразнообразия»

“Feasibility study on reforming environment harmful subsidies and introduction of biodiversity friendly subsidies” /
«Технико-экономическое обоснование по реформированию вредных для окружающей среды субсидий и внедрению субсидий благоприятных для биоразнообразия».

BACKGROUND/ОБОСНОВАНИЕ

The Global Biodiversity Finance Initiative (BIOFIN) is managed by the United Nations Development Program (UNDP), in partnership with the European Commission and the governments of Germany, Switzerland, Norway and Flanders. BIOFIN is managed by the UNDP Program on Ecosystems and Biodiversity. UNDP is confident that the transformation of the financing of biodiversity is necessary for the planning and management of all resources, including not identified, which are necessary to achieve the Aichi goals defined in the Convention on Biodiversity BD Strategic Plan 2011-2020 in the context that promotes sustainable development and poverty eradication. / Глобальная Инициатива по финансированию биоразнообразия (БИОФИН) управляется Программой развития ООН (ПРООН) в партнерстве с Европейской комиссией и правительствами Германии, Швейцарии, Норвегии и Фландрии. БИОФИН управляется Программой ООН по экосистемам и биоразнообразию. ПРООН верит, что преобразование финансирования в сфере биоразнообразия необходимо для планирования и управления всеми ресурсами, включая не выявленные, которые необходимы для достижения целей Айчи, определенных в Стратегическом плане Конвенции по биоразнообразию на 2011-2020 годы в контексте, содействующем устойчивому развитию и искоренению нищеты.

The overall objective of BIOFIN is to provide systematic but flexible approach to government planning institutions for assessment of expenditures on implementation of national biodiversity conservation and action plans (NBSAP) and mobilization of financial resources to bridge financial gaps between existing basic funding and expenditures on implementation of NBSAP. BIOFIN is guided by the BIOFIN Workbook, which presents a structured way to integrate the results of these interrelated processes and a systematic understanding of the financial implications for implementing the strategies defined and revised in NBSAP. / Общая цель БИОФИН заключается в предоставлении государственным планирующим институтам систематического, но гибкого подхода к оценке затрат на осуществление Национальной стратегии и плана действий по сохранению биоразнообразия (НСПДСБ) и мобилизации финансовых ресурсов в целях восполнения финансовых пробелов между существующим базовым финансированием и расходами на реализацию НСПДСБ. БИОФИН руководствуется Рабочей Книгой БИОФИН, где представлен структурированный способ интеграции результатов этих двух взаимосвязанных процессов и систематического понимания финансовых последствий для реализации стратегий, определённых в пересмотренной НСПДСБ.

Research conducted by the BIOFIN national team in the framework of “Overview of political and institutional frameworks of environment financing with focus on biodiversity and measures for adaptation to the climate change” and “Overview of public and private expenditures on environment financing with focus on biodiversity and measures for adaptation to the climate change” showed that fundamental condition for improving financing of biodiversity conservation is increasing the efficiency of spending budget funds. / Исследования, проведённые национальной командой БИОФИН в рамках «Обзора политических и институциональных рамок финансирования окружающей среды с фокусом на биоразнообразии и меры адаптации к изменению климата» и «Обзор государственных и частных расходов на финансирование окружающей среды с фокусом на биоразнообразии и меры адаптации к изменению климата» показали, что фундаментальное условие улучшения финансирования сохранения биоразнообразия – повышение эффективности расходования бюджетных средств.

In Kyrgyzstan, significant funds are allocated from the budget, which in the terminology of WTO, OECD and BIOFIN, are subsidies: “subsidy is a result of government actions that provide benefits to consumers or producers, allowing them to maintain their

income or reduce their costs”. / В Кыргызстане из бюджета выделяются значительные средства, которые по терминологии ВТО, ОЭСР и БИОФИН являются субсидиями: «субсидия – результат действий правительства, которые предоставляют преимущества потребителям или производителям, позволяющие поддержать их доход или снизить их затраты».

The following categories of subsidies were identified: potentially negative subsidies and subsidies positive for the environment, biodiversity and climate. Each of these categories can be divided into monetary and non-monetary subsidies. / В Кыргызстане были выявлены следующие категории субсидий: субсидии потенциально негативные, и субсидии позитивные для окружающей среды, биоразнообразия и климата. Каждая из категорий может быть разбита на монетарные и немонетарные субсидии.

The state planned to spend minimum 22.2 billion soms from the republican budget, or 14.9% of the total expenditures of the republican budget. Out of the total volume of subsidies, 96% are potentially negative for the environment and biodiversity. It is obvious that potentially negative subsidies, damaging the environment and being burdensome for the state budget, have long been ineffective in addressing social issues and contribute to the deterioration in the quality of life in the future, which will give rise to a new round of budget spending. / Государство запланировало потратить из республиканского бюджета в 2017 году на субсидии как минимум 22,2 млрд. сомов, или 14,9% общего объёма расходов республиканского бюджета. Из всего объёма субсидий 96% являются потенциально негативными для окружающей среды и биоразнообразия. Совершенно очевидно, что потенциально негативные субсидии, нанося вред окружающей среде и будучи весьма обременительными для государственного бюджета, давно уже неэффективны в решении социальных вопросов и способствуют ухудшению качества жизни в будущем, что породит новый виток бюджетных расходов.

That’s why solution aimed at the reform of negative subsidies was included as a part of the list of financial solutions subject to mandatory inclusion in the BIOFIN initiative’s main product – Plan of financing and conservation of biodiversity. / Именно поэтому в составе перечня финансовых решений, подлежащих обязательному включению в План финансирования и сохранения биоразнообразия – основного продукта инициативы БИОФИН – было включено решение, направленное на реформу негативных субсидий.

The list of financial solutions that are subject to inclusion in the Plan of financing of biodiversity conservation, was approved on 23 March 2018 at the meeting of Consultative council on BIOFIN project implementation. / Перечень финансовых решений, подлежащих обязательному включению в План финансирования сохранения биоразнообразия, был утверждён 23 марта 2018 г. на заседании Консультативного совета по реализации проекта БИОФИН.

Financial solutions “Reform of negative for biodiversity subsidies” and “Positive for biodiversity subsidies” combine measures that help reform potentially harmful subsidies, at least with an objective to mitigate their harmful effects, and ultimately to eliminate them as well as introducing subsidies (measures of state policy) that contribute to biodiversity conservation and restoration. / Финансовые решения «Реформа субсидий, вредных для биоразнообразия» и «Благоприятные для биоразнообразия субсидии» объединяют меры, способствующие реформе потенциально вредных субсидий, как минимум с целью смягчения их вредного воздействия, а в конечном итоге – их устранению, а также внедрению субсидий (по сути мер государственной политики), способствующих сохранению и восстановлению биоразнообразия.

In addition, a well-grounded communication strategy is needed to explain to society the costs of fuel subsidies and benefits that can be derived from the reform. Communication with the public and other key stakeholders about the benefits of the reform and drawbacks of existing subsidies helps support and make decisions. Actions on communication and advocacy also can increase confidence and understanding of political decisions that support reform. / Кроме того, необходима чётко обоснованная коммуникационная стратегия, направленная на объяснение обществу о затратах на субсидии на топливо и выгоды, которые могут быть получены в результате реформы. Коммуникация с общественностью и другими ключевыми заинтересованными сторонами о преимуществах реформы и недостатках существующих субсидий помогает поддерживать и принимать решения. Действия по коммуникации и адвокации также могут повысить доверие и понимание политических решений, которые подкрепляют реформу.

GOAL/ОБЩАЯ ЦЕЛЬ

The overall goal of the assignment is to create conditions for reducing the financing of public policy measures that contribute to environment degradation and loss of biodiversity, as well as the introduction of subsidies that contribute to the conservation and restoration of biodiversity. / **Общей целью задания является создание условий для сокращения финансирования мер государственной политики, способствующих ухудшению окружающей среды и утрате биоразнообразия, а также внедрения субсидий, способствующих сохранению и восстановлению биоразнообразия.**

OBJECTIVES/ЦЕЛИ ЗАДАНИЯ

This Terms of Reference is designed for the provision of the consultancy services on development of feasibility study for financial solutions for biodiversity conservation: / **Это Техническое Задание предназначено для оказания консультационных услуг по разработке технико-экономического обоснования финансовых решений для сохранений биоразнообразия:**

- Reform of subsidies harmful to biodiversity highlighting 5 priority ones for the next 5 years; / **Реформа субсидий вредных для биоразнообразия – с выделением пяти приоритетных на ближайшие 5 лет;**
- Beneficial to biodiversity subsidies highlighting 5 priority subsidies for the next 5 years; / **Благоприятные для биоразнообразия субсидии - с выделением пяти приоритетных на ближайшие 5 лет;**
- Communicative and advocacy strategy to support the reform of negative subsidies and introduction of beneficial subsidies. / **Коммуникационно-адвокативная стратегия для поддержки реформирования негативных субсидий и внедрения благоприятных субсидий.**

The Contractor is responsible for ensuring high standards of level of the substantial analytical basis when working within the contract framework. / **Подрядчик несёт ответственность за обеспечение высоких стандартов уровня содержательной аналитической основы при работе в рамках контракта.**

SCOPE OF ACTIVITIES/ОХВАТ ДЕЯТЕЛЬНОСТИ

Under the overall guidance of the UNDP Team Leader Environment and DRM and under the direct supervision of the BIOFIN Project Coordinator in close cooperation with BIOFIN national team and national partners, the Contractor will be responsible for fulfilling following key objectives: / **Под общим руководством Руководителя направления ПРООН Окружающая среда и ЧС и под непосредственным руководством координатора проекта БИОФИН, в сотрудничестве с национальной командой БИОФИН и национальными партнёрами, Подрядчик будет отвечать за выполнение следующих ключевых задач:**

- To develop a work plan for the implementation of TOR; / **Разработать план работы по реализации технического задания;**
- To interact with counterparts using such existing platforms as the interministerial working group under the Ministry of Finance and State Agency on Environment Protection and Forestry and to develop a communication plan for execution of this assignment (schedule of conducting meeting and activities with partners, etc.); / **Взаимодействовать с заинтересованными сторонами, используя существующие платформы, как межведомственная рабочая группа при Министерстве финансов и Государственном агентстве охраны окружающей среды и лесного хозяйства и разработать коммуникационный план для выполнения данного задания (график проведения встреч и мероприятий с партнёрами, и т.д.)**
- To provide overview of the national and international context in the framework of national and international obligations in relation to reform of subsidies, damaging environment and stimulation of positive reforms including: / **Предоставить обзор национального и международного контекста в рамках национальных и международных обязательств в отношении реформирования субсидий, наносящих вред окружающей среде и стимулирования положительных субсидий, включая:**
 - Definition of “subsidies”, “potentially harmful for environment/biodiversity subsidies”, “beneficial to the environment/biodiversity subsidies” and assessment methods regarding their environmental impact, agreed with national partners and stakeholders; / **определение дефиниции «субсидии», «субсидии, потенциально вредные для окружающей среды/биоразнообразия», «субсидии, полезные для окружающей**

- среды/биоразнообразия» и методы оценки относительно их воздействия на окружающую среду, согласованные с национальными партнёрами и заинтересованными сторонами;
- Analysis of current subsidy policy in the Kyrgyz Republic, taking into account commitments on gender equality; / Анализ действующей политики субсидирования в Кыргызской Республике с учетом обязательств по гендерному равенству;
 - The list of potentially harmful and beneficial to biodiversity subsidies with assessment of their socio-economic and environmental impact; / Перечень потенциально вредных и полезных для биоразнообразия субсидий с оценкой социо-экономического и экологического воздействия субсидий;
 - A certain amount of funding from the republican budget associated with potentially harmful and beneficial to biodiversity subsidies. / Определённый объем финансирования из республиканского бюджета, связанный с потенциально вредными и полезными для биоразнообразия субсидиями.
- To develop criteria for selection of perspective for reforming subsidies which are potentially harmful to biodiversity and for introducing beneficial subsidies in the next 5 years, discussed with the BIOFIN national team, the expert community and key stakeholders. To select based on the criteria and prepare justification for the following types of subsidies: / Разработать критерии отбора перспективных для реформирования потенциально вредных для биоразнообразия субсидий и для внедрения полезных субсидий в ближайшие 5 лет, обсуждённые с национальной командой БИОФИН, экспертным сообществом и ключевыми стейкхолдерами. На основе критериев произвести отбор и подготовить обоснования для следующих видов субсидий:
 - Three existing negative subsidies for reforming in the next 5 years in addition to two subsidies (for heating and irrigation water) identified by the BIOFIN team; / Трёх негативных существующих субсидий для реформирования в ближайшие 5 лет, в дополнение к двум субсидиям (на отопление и ирригационную воду), идентифицированных командой БИОФИН;
 - Three new beneficial to biodiversity subsidies for introducing in the next 5 years. / Трёх полезных для биоразнообразия полезных новых субсидий для внедрения в ближайшие 5 лет.
 - To conduct analysis of five potentially negative subsidies including selected earlier two subsidies. The analysis must include: / Провести анализ пяти потенциально вредных субсидий, в том числе отобранных ранее двух субсидий. Анализ должен включать:
 - Target focus of the subsidy at the time of implementation; / Целевое назначение субсидии на момент внедрения;
 - The regulatory framework associated with the subsidy; / Нормативно-правовая основа, связанная с субсидией;
 - Target and actual beneficiaries of the subsidies; / Целевые и реальные бенефициары субсидий;
 - Analysis of the efficiency of the subsidies and impact on the biodiversity; / Анализ эффективности субсидии и воздействия на биоразнообразие;
 - State budget expenditures. / Расходы из государственного бюджета.
 - To develop feasibility studies for reforming five potentially harmful to biodiversity subsidies, including above mentioned analysis and following sections: / Разработать технико-экономические обоснования реформы пяти потенциально вредных для биоразнообразия субсидий, включающий вышеуказанный анализ и следующие разделы:
 - Options of reforms for potentially harmful to biodiversity reforms; / Варианты реформы потенциально вредных для биоразнообразия субсидий;
 - Financial and economic analysis of the reform of potentially harmful for biodiversity subsidies; / Финансовый и экономический анализ реформы потенциально вредных для биоразнообразия субсидий;
 - Potential environmental benefits and expected results in the field of biodiversity; / Потенциальная выгода для окружающей среды и ожидаемые результаты в области биоразнообразия;
 - Responsible parties and their respective roles in reforming negative subsidies; / Ответственные стороны и их соответствующие роли в реформировании негативных субсидий;
 - Devising politically and socially acceptable compromises in the reform package (including gender). / Разработка политически и социально приемлемых компромиссов в пакете реформ (включая гендерный аспект).
 - To develop feasibility studies for implementation of three beneficial subsidies including: / Разработать технико-экономические обоснования внедрения трёх полезных субсидий, включая:
 - Target assignment for introduction; / Целевое назначение внедрения;
 - Target beneficiaries of subsidies; / Целевые бенефициары субсидии;
 - Analysis of the potential efficiency of subsidies; / Анализ потенциальной эффективности субсидий;
 - Necessary actions on reforming subsidies including legal analysis; / Необходимые действия по реформе субсидии, включая правовой анализ;

- Financial, economic, environmental and social benefits (including gender); / Финансовые, экономические, экологические и социальные выгоды (включая гендерный аспект);
- Analysis of financial (proposed state budget expenditures for introduction and implementation) and economic expenditures for reforming subsidies. / Анализ финансовых (предполагаемые расходы государственного бюджета на внедрение и реализацию) и экономических затрат на реформу субсидий.
- To develop communication and advocacy strategy and communication action plan to support introduction of subsidies beneficial to biodiversity and reform of potentially negative for biodiversity subsidies and recommendations for targeted actions on mitigation of negative effects of reform for critical and most vulnerable groups including: / Разработать коммуникационно-адвокативную стратегию и план коммуникативных действий для поддержки внедрения полезных для биоразнообразия и реформы потенциально вредных для биоразнообразия субсидий и рекомендации по целенаправленным действиям по смягчению негативных последствий реформы для критических и наиболее уязвимых групп, включая:
 - Mapping stakeholders by the interest level and impact on reforming subsidies potentially harmful to biodiversity through various communication mechanisms (discussion with the Government Office, ministries and agencies, committees in Jogorku Kenesh, expert community, association of producers, private sector, NGOs and women organizations); / Картирование заинтересованных сторон по уровню интереса и влиянию на реформу субсидий (включая гендерные аспекты), потенциально вредных для биоразнообразия, через различные механизмы коммуникации (обсуждение с Аппаратом правительства, министерствами и ведомствами, комитетами в ЖК, экспертными сообществами, ассоциациями производителей, частным сектором, НПО и женскими организациями);
 - Identifying gaps in knowledge and popular misconceptions about reforming subsidies; / Выявление пробелов в знаниях и популярных заблуждениях о реформах субсидий;
 - Identifying obstacles for changing behavior and attitude that need to be addressed; identification of channels through which consumers will receive information, sources they trust, and various ways of obtaining and processing information by consumers to determine effective ways to achieve them; and / Выявление препятствий для изменения поведения и отношения, которые необходимо решить; определение каналов, через которые потребители получают информацию, источники, которым они доверяют, и различные способы получения или обработки информации потребителями для определения эффективных способов их достижения; а также
 - Determining which messages will best motivate the changes. / Определение, какие сообщения будут лучше всего мотивировать изменения.
- To organize not less than 3 workshops with experts and stakeholders, including women organization, for discussing interim and final results of the work in the TOR (each workshop in Bihkek with lunch and two coffee-breaks for 30 participants); / Организовать не менее 3 рабочих совещаний с экспертами и заинтересованными сторонами, включая женские организации, для обсуждения промежуточных и конечных результатов работы по ТЗ (проведение каждого совещания в Бишкеке с обедом и двумя кофе-брейками для 30 участников).
- To prepare the policy brief on reforming subsidies and benefits (gender sensitive) in the Kyrgyz Republic / Подготовить краткий обзор по реформированию субсидий и выгодам (с учётом гендерной проблематики) в Кыргызской Республике
- Final report. / Финальный отчёт

PROPOSED FORMAT OF EXPECTED DELIVERABLES / ПРЕДЛАГАЕМЫЙ ФОРМАТ ОЖИДАЕМЫХ РЕЗУЛЬТАТОВ		
PRODUCTS/ПРОДУКТЫ	PAYMENT STRUCTURE /СТРУКТУРА ОПЛАТЫ	TERMS/УСЛОВИЯ
<p>Interim narrative report on implemented activities, endorsed by the UNDP BIOFIN Project Coordinators and E&DRM Team Leader with following attachments: / Промежуточный отчёт о проведённых действиях, одобренный руководителем направления ОС и ЧС ПРООН и координатором БИОФИНА со следующими приложениями:</p> <ul style="list-style-type: none"> • A work plan for the implementation of TOR discussed with BIOFIN team and the Project board chairperson is submitted; / Представлен рабочий план по реализации Технического задания, обсужденный 	30%	<p>By the end of 1st month from contract signing / До конца 1-го месяца с момента подписания контракта</p>

<p>с командой БИОФИН и председателем Консультативного совета проекта;</p> <ul style="list-style-type: none"> • Communication plan for coordination with stakeholders to inform the interim and final results of the work on each stage is developed; / Разработан план коммуникаций со стейкхолдерами для обсуждения промежуточных и финальных результатов работы на каждом этапе; • The overview of national and international context in the framework of national and international obligations in relation to reform of subsidies, damaging environment and stimulation of positive subsidies that take into account gender factor is prepared. / Подготовлен обзор национального и международного контекста в рамках национальных и международных обязательств в отношении реформирования субсидий, наносящих вред окружающей среде и стимулирования положительных субсидий с учётом гендерного фактора. 		
<p>Interim narrative report on implemented activities, endorsed by the UNDP BIOFIN Project Coordinator and E&DRM Team Leader with following attachments: / Промежуточный отчёт о проведённых действиях, одобренный руководителем направления ОС и ЧС и координатором БИОФИН со следующими приложениями:</p> <ul style="list-style-type: none"> • The results of selection of potentially harmful to biodiversity subsidies, which are subject to reforming, and results of selection of beneficial subsidies for subsequent implementation are discussed on workshops with participation of national BIOFIN team, experts and key stakeholders (list of participants, minutes, justification for selection); / Результаты отбора потенциально вредных для биоразнообразия субсидий, подлежащих реформе, и результаты отбора полезных субсидий для последующего внедрения, обсуждены на встрече с участием национальной команды БИОФИН, экспертов и ключевых стейкхолдеров (список участников, протокол, обоснование отбора); • Draft section on potentially harmful subsidies: / Черновой вариант раздела по потенциально вредным субсидиям: <ul style="list-style-type: none"> ▪ Analysis of five potentially negative subsidies in accordance with the format; / Анализ пяти потенциально вредных субсидий, согласно формату; ▪ A feasibility study draft for reforming five potentially harmful to biodiversity subsidies supporting of gender equality; / Проект технико-экономические обоснования реформы пяти потенциально вредных для биоразнообразия субсидий, поддерживающий гендерное равенство. • Draft section of positive subsidies: / Черновой вариант раздела по полезным субсидиям: <ul style="list-style-type: none"> ▪ Analysis of three selected subsidies; / Анализ трёх отобранных субсидий; ▪ Feasibility study for reforming three beneficial to biodiversity subsidies that take into account gender equality. / Техничко-экономические обоснования реформы трёх полезных для биоразнообразия субсидий с учетом гендерного равенства. 	<p>40%</p>	<p>By the end of 3rd month from contract signing/ До конца 3-го месяца с момента подписания контракта</p>

<p>Final narrative report on implemented activities, endorsed by the UNDP BIOFIN Project Coordinator and E&DRM Team Leader with following attachments: / Финальный отчёт о проведённых действиях, одобренный руководителем направления ОС и ЧС и координатором БИОФИН, со следующими приложениями:</p> <ul style="list-style-type: none"> • Communication strategy and action plan to support implementation of beneficial to biodiversity subsidies and reform of potentially harmful to biodiversity subsidies; / Коммуникационная стратегия и план действий для поддержки внедрения полезных для биоразнообразия и реформы потенциально вредных для биоразнообразия субсидий; • Policy brief on reforming subsidies and benefits that take into account gender issues is prepared / Подготовлен краткий обзор по реформированию субсидий и выгодам с учётом гендерной проблематики • Final version of analytical report on reform of potentially negative for biodiversity subsidies and introduction of beneficial subsidies, and feasibility studies on reform of five potentially negative for biodiversity subsidies and introduction of three beneficial subsidies are discussed on consultative workshop of stakeholders including women organizations (list of participants, agenda, and presentations). / Финальная версия аналитического отчёта по реформе потенциально негативных для биоразнообразия субсидий и внедрению полезных субсидий и Техничко-экономические обоснования по реформе пяти потенциально негативных для биоразнообразия и внедрению трёх полезных субсидий обсуждены на консультативном семинаре заинтересованных сторон, включая женские организации (Список участников, повестка дня, презентации). 	30%	<p>By the end of 5th month from contract signing/ До конца 5-го месяца с момента подписания контракта</p>
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REPORTING/ ОТЧЕТНОСТЬ

1. The Certifying Officer of this assignment is the Environment and DRM Team Leader, after acceptance and approval of the Project Coordinator; / [Удостоверяющим должностным лицом этого задания является Руководитель направления Окружающая среда и ЧС после принятия и утверждения Координатором проекта;](#)
2. All information and reports should be provided in both printed and electronic versions in Russian language, the final version of laws and regulations should be provided in Russian languages; / [Вся информация и отчёты должны быть представлены в печатной и электронной версиях на русском языке, принятый\(-ые\) НПА должны быть представлены на русском языках;](#)
3. The Contractor shall be solely liable for the accuracy and reliability of the data provided, links to sources of information used / [Подрядчик несёт исключительную ответственность за точность и достоверность предоставляемых данных, ссылки на источники информации, которые были использованы;](#)
4. The Contractor will be submitting the reports based on the results achieved to be approved by the Dimension Chief and serve as justification for payments/ [Подрядчик представляет отчёты на основе достигнутых результатов, которые должны быть одобрены Руководителем направления, и служат основанием для платежей](#)

All materials produced by the Contractor, prior to approval of government bodies of the Kyrgyz Republic, are the property of UNDP, and before its publication can only be used in coordination with the UNDP office / [Все материалы, произведённые Контрактором, до утверждения государственными органами Кыргызской Республики, являются собственностью ПРООН, и до ее публикации могут использоваться только с согласия координатора БИОФИН.](#)

TERMS OF PAYMENT/УСЛОВИЯ ОПЛАТЫ

Payments will be processed by tranches based on the table "Final Products" after the submission and approval of the relevant products/ Платежи будут обрабатываться траншами на основе таблицы «Конечные продукты» после представления и утверждения соответствующих продуктов.

GENERAL REQUIREMENTS TO PROPOSERS / ОБЩИЕ ТРЕБОВАНИЯ К УЧАСТНИКАМ ТЕНДЕРА

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/ ПРООН призывает каждого потенциального поставщика услуг к предотвращению возможного конфликта интересов, путём предоставления ПРООН информации о том, были ли Вы, любой из Ваших партнёров или сотрудников причастны к подготовке требований данного Запроса, его проекта, сметы расходов и другой информации, содержащейся в Запросе на Предложение.

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/ПРООН придерживается политики абсолютного неприятия случаев мошенничества и других запрещённых видов деятельности и выражает свою приверженность делу предотвращения, выявления и расследования всех подобных актов и случаев в отношении ПРООН, а также третьих сторон, участвующих в деятельности ПРООН. ПРООН надеется, что ее поставщики будут придерживаться Кодекса поведения поставщика ООН, информация о котором доступна на сайте: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interest's paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they: / В ответ на данный ЗП, ПРООН требует, чтобы все потенциальные участники вели себя профессионально, объективно и беспристрастно, всегда ставя во главу угла интересы ПРООН. Участники должны в жёстком порядке избегать конфликтов с другими заданиями или своими собственными интересами и работать, не рассчитывая на будущие контракты. Если у участника будет обнаружен конфликт интересов, то он будет дисквалифицирован. Не ограничивая общий характер вышесказанного, считается, что участник и любые аффилированные лица имеют конфликт интересов с одной или несколькими сторонами в данном процессе, если они:

1. Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; / В прошлом или настоящем связаны с фирмой или любыми аффилированными лицами, которые участвовали в предоставлении услуг ПРООН в области разработки дизайна, спецификаций, технического задания, анализа издержек, составления сметной документации и прочих документов, необходимых для использования при закупке товаров и услуг в рамках данного отборочного процесса
2. Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or / Участвовали в подготовке и/или дизайне программы или проекта в отношении услуг, запрашиваемых в рамках настоящего ЗП; или
3. Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP. / Если обнаружено, что они находятся в другой ситуации конфликта интересов, как это могло быть установлено ПРООН или сочтено по ее усмотрению

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists. / В случае любой неопределённости в отношении интерпретации потенциального конфликта интересов, участники должны сообщить об этом ПРООН и получить подтверждение о существовании или отсутствии конфликта интересов

Similarly, the Proposers must disclose in their proposal their knowledge of the following: / По такому же принципу участники обязаны в своих предложениях раскрыть свои знания следующего:

:

1. That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and / Что они - полные или частичные владельцы, должностные лица, директора или представители их ключевого персонала находятся в родственных отношениях с сотрудниками ПРООН, занимающихся функциями закупки и/или Правительства страны или реализующего партнёра, получающих услуги в рамках настоящего ЗП; и
2. All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices / Все прочие обстоятельства, которые потенциально могут привести к фактическому или подразумеваемому конфликту интересов, сговору или ситуации несправедливой конкуренции

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure / Неспособность раскрыть такую информацию может привести к отклонению предложения или предложений, на которые повлиял факт такого утаивания информации

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following: / Предложения, предоставленные двумя (2) или более заявителями, будут отклонены при обнаружении одного из нижеперечисленных аспектов:

1. they have at least one controlling partner, director or shareholder in common; or / Они имеют как минимум одного общего контролирующего партнёра, директора или акционера; или;
2. any one of them receive or have received any direct or indirect subsidy from the other/s; or / Любой из них получает или получал прямую или непрямую субсидию от другого; или;
3. they have the same legal representative for purposes of this RFP; or / Для целей настоящего ЗП у них один и тот же юридический представитель; или;
4. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process; / Между ними напрямую или через общие третьи стороны установлены взаимоотношения, которые ставят их в ситуацию доступа к информации о предложении или возможности повлиять на предложение другого участника в отношении данного процесса ЗП;
5. they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or / Они являются субподрядчиками друг друга или субподрядчик по одному предложению также подаёт отдельное предложение под своим именем в качестве ведущего заявителя; или
6. an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal. / Эксперт, предлагаемый в составе команды одного участника конкурса, участвует в более чем одном предложении, полученного в рамках настоящего процесса ЗП. Данное условие не применимо в отношении субподрядчиков, включённых в более чем одно предложение

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of

the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture. / Если участник представляет собой группу юридических лиц, которые на момент предоставления предложения сформируют или сформировали совместное предприятие, консорциум или ассоциацию, то они в своём предложении должны подтвердить следующее: (i) они назначили одну из сторон в качестве ведущего юридического лица, соответствующим образом уполномоченного юридически обязывать членов совместного предприятия вместе или по отдельности, и этот факт официально подтверждён нотариально заверенным Соглашением среди юридических лиц, которое должно быть предоставлено вместе с предложением; и (ii) если им присуждён контракт, то он заключается между ПРООН и уполномоченным юридическим лицом, действующим от лица всех юридических лиц-членов совместного предприятия

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can: / После предоставления ПРООН предложения юридическое лицо, которое было уполномочено представлять совместное предприятие, не меняется без получения предварительного письменного согласия ПРООН. Более того, ни ведущее юридическое лицо, ни другое юридическое лицо-член совместного предприятия не могут:

- c) Submit another proposal, either in its own capacity; nor / оставлять другое предложение от своего собственного лица; либо
- d) As a lead entity or a member entity for another joint venture submitting another Proposal. / Выступать в качестве ведущего юридического лица или члена другого подающего предложение совместного предприятия.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP. / Описание организации совместного предприятия/консорциума/ассоциации как в самом предложении, так и в Соглашении о совместном предприятии должно чётко определять ожидаемую роль каждой из сторон совместного предприятия в удовлетворении требований ЗП. Все юридические лица, формирующие совместное предприятие, должны быть предметом оценки правомочности и квалификационной оценки со стороны ПРООН.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner: / Если совместное предприятие представляет послужной список и опыт деятельности согласно требованиям ЗП, то информация должна быть представлена следующим образом:

- c) Those that were undertaken together by the joint venture; and / Работа, выполненная в качестве совместного предприятия; и
- d) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP. / Работа, выполненная отдельными юридическими лицами совместного предприятия, которые будут участвовать в предоставлении услуг, обозначенных в ЗП.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members but should only be claimed by the individual experts themselves in their presentation of their individual credentials. / Предыдущие контракты, осуществлённые отдельными экспертами, которые работали в частном порядке, но которые постоянно или временно связаны с

любой из компаний – членов, не являются частью опыта совместного предприятия или его членов, но являются личным опытом самих экспертов, когда они представляют свои отдельные квалификации.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities. / Если предложение совместного предприятия было определено ПРООН как наиболее подходящее предложение, предлагающее наилучшее качество по наилучшей цене, то ПРООН присуждает контракт совместному предприятию на имя уполномоченного ведущего юридического лица. Ведущее юридическое лицо подписывает контракт от лица всех других членов совместного предприятия.

QUALIFICATION REQUIREMENTS FOR TECHNICAL EVALUATION/ КВАЛИФИКАЦИОННЫЕ ТРЕБОВАНИЯ ДЛЯ ТЕХНИЧЕСКОЙ ОЦЕНКИ

Qualifications of organization/ Квалификация организации:

The organization should possess the following/ Организация должна обладать следующими квалификациями:

- Availability of legal documents of the organization (legal registration in the Ministry of Justice of KR)/ Наличие правовых документов организации (юридическая регистрация в Министерстве юстиции КР)
- At least 1 successfully implemented project/contract in provision of services in the sphere of public finance over the past 3 years (provide with descriptions of the last implemented projects/contracts with contact details); / Минимум 1 успешно реализованный проект/контракт в предоставлении услуг в сфере государственных финансов за последние 3 года (приложить описание последних выполненных проектов/контрактов с контактными данными);
- At least 1 successfully implemented project/contract in provision of services in media planning/development of communication strategies/informational support undertaken over the past 3 years (provide with descriptions of the last implemented projects/contracts with contact details); / Минимум 1 успешно реализованный проект/контракт в предоставлении услуг по медиа планированию/разработке коммуникационных стратегий/информационного сопровождения за последние 3 года (приложить описание последних выполненных проектов/контрактов с контактными данными);

Methodology and Timeliness/ Методология и временные рамки:

The Contractor must describe how it will address/deliver the requirements of the Request for Proposals (RFP); providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work. A detailed calendar plan of actions to implement all activities within the TOR is required / Подрядчик должен описать, как он будет решать / отвечать требованиям Запроса предложений; в котором должно содержаться подробное описание основных характеристик работы, условий отчетности и механизмов обеспечения качества, которые будут внедрены, а также продемонстрировать, что предлагаемая методология будет соответствовать местным условиям и контексту работы. Требуется приложить подробный календарный план действий по осуществлению всех мероприятий в рамках ТЗ;

Qualifications of Key Personnel/ Квалификация ключевого персонала:

Team Leader/ Руководитель команды

- Bachelor's degree or equivalent in social science; / Степень бакалавра или эквивалент в общественных науках. Master's degree in jurisprudence is an asset. / Наличие степени магистра в юриспруденции является преимуществом.
- At least 3 years of professional experience in the field of examination of regulatory legal acts for the purpose of expediency and legality (provide with list of the documents expertied); / Не менее 3 лет профессионального опыта в области экспертизы нормативных правовых актов на предмет целесообразности и законности (приложить список оцененных документов);
- At least 1 successfully implemented projects in the field of functional analysis in the public management. / Не менее 1 успешно реализованных проектов в сфере функционального анализа в сфере государственного управления.

Public Finance Management Consultant / [Консультант по управлению государственными финансами](#)

- Bachelor's degree or equivalent in one of the following fields: economics /finance /public administration. Master's degree in the named spheres is an asset / [Степень бакалавра в одной из следующих областей: экономика/финансы/государственное управление. Наличие степени магистра в указанных сферах является преимуществом.](#)
- At least 3 years of professional experience in the field of Public budgeting. / [Не менее 3 лет профессионального опыта работы в сфере государственных финансов.](#)

Energy sector consultant / [Консультант в энергетическом секторе](#)

- Bachelor's degree or equivalent in one of the following fields: economics/public administration/technical sciences. / [Степень бакалавра или эквивалент в одной из следующих областей: экономика/государственное управление/технические науки.](#)
- At least 3 years of professional experience in the field of energy sector management. / [Не менее 3 лет профессионального опыта работы в управлении энергетическим сектором.](#)
- At least 1 example of participation in tariff policy development/by-laws in energy sector management / [Как минимум 1 пример участия в разработке тарифной политики/НПА в сфере энергетики](#)

Agriculture sector consultant / [Консультант в секторе сельского хозяйства](#)

- Bachelor's degree or equivalent in one of the following fields: economics/public administration/agricultural/technical sciences. / [Степень бакалавра или эквивалент в одной из следующих областей: экономика/государственное управление/сельскохозяйственные/технические науки.](#)
- At least 3 years of professional experience in the field of agriculture sector management. / [Не менее 3 лет профессионального опыта в сфере управления в сельскохозяйственном секторе.](#)
- At least 1 example of participation in tariff policy development in the sphere of water management in agriculture/ [Как минимум 1 пример участия в разработке тарифной политики в сфере управления водными ресурсами в сельском хозяйстве](#)

Public relations consultant / [Консультант по связям с общественностью](#)

- Bachelor's degree or equivalent in social sciences. Master's degree in the named sphere is an asset. / [Степень бакалавра или эквивалент в области общественных наук. Наличие степени магистра в указанной сфере является преимуществом.](#)
- At least 3 years of professional experience in field of public relations. / [Не менее 3 лет профессионального опыта работы в сфере связей с общественностью.](#)
- At least 1 developed and successfully implemented communication strategy related to social and economic issues/ [Не менее 1-й разработанной и успешно реализованной коммуникационной стратегий по социо-экономическим вопросам.](#)

Note: UNDP reserves the right to check the qualifications of the proposed experts/ [Примечание: ПРООН оставляет за собой право проверять квалификацию предлагаемых экспертов.](#)

UNDP CONTRIBUTION/[ВКЛАД ПРООН](#)

UNDP will provide the Contractor with the following, needed for effective and timely implementation of the assignment/ [ПРООН предоставит Контрактору следующее, необходимое для эффективного и своевременного выполнения задания:](#)

- Project related documentation; / [Проектная документация, относящаяся к проекту](#)
- Contact details of stakeholders; / [Контактные данные заинтересованных сторон;](#)
- Corporate forms and templates; / [Корпоративные формы и форматы;](#)
- Conference facilities at the UNDP PMU office premises for working meetings. / [Помещения для проведения рабочих встреч, семинаров в офисе ПРООН.](#)

**FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL²/
ФОРМА ЗАЯВКИ ДЛЯ ПРЕДСТАВЛЕНИЯ ТЕХНИЧЕСКОГО ПРЕДЛОЖЕНИЯ ПОСТАВЩИКА УСЛУГ**

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery³)
(Эта форма должна быть отправлена только на официальном бланке Поставщика услуг)*

Location/Место

Date/Дата

To: UNDP National Programme Management Unit / Отдел реализации проектов ПРООН

Dear Sir/Madam/Уважаемый г-н/ г-жа:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP 18/048 dd. 26 October 2018, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions /Мы, нижеподписавшиеся, настоящим предлагаем оказание ПРООН следующих услуг в соответствии с требованиями, определенными в ЗП 18/048 от 26 октября 2018 года и всех приложениях к нему, а также Общими условиями и положения контрактов ПРООН:

A. Qualifications of the Service Provider/Квалификация Поставщика услуг

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/ Поставщик услуг должен описать и объяснить, каким образом и почему он является лучшим кандидатом, удовлетворяющим требованиям ПРООН, указав следующее:

- ☒ At least 1 successfully implemented project/contract in provision of services in the sphere of public finance over the past 3 years (provide with descriptions of the last implemented projects/contracts with contact details); / Минимум 1 успешно реализованный проект/контракт в предоставлении услуг в сфере государственных финансов за последние 3 года (приложить описание последних выполненных проектов/контрактов с контактными данными);
- ☒ At least 1 successfully implemented project/contract in provision of services in media planning/development of communication strategies/informational support undertaken over the past 3 years (provide with descriptions of the last implemented projects/contracts with contact details); / Минимум 1 успешно реализованный проект/контракт в предоставлении услуг по медиа планированию/разработке коммуникационных стратегий/информационного сопровождения за последние 3 года (приложить описание последних выполненных проектов/контрактов с контактными данными);

B. Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan/Методы, соответствие условиям и срокам Графика Выполнения

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work. / Поставщик услуг должен описать, каким образом он будет выполнять требования ЗП; с предоставлением подробного описания основных характеристик выполнения работ, осуществляемых механизмов отчётности и обеспечения качества, а также обоснования целесообразности предлагаемых методов в контексте местных условий и вида работы.

² This serves as a guide to the Service Provider in preparing the Proposal/Это является Руководством для поставщика услуг в подготовке Предложения.

³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes /На официальном бланке необходимо указать контактные данные – адреса, адрес электронной почты, номера телефона и факса – в целях проверки.

Methodology and Timeliness: / Методология и временные рамки:

The Contractor must describe how it will address/deliver the requirements of the Request for Proposals (RFP); providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work. A detailed calendar plan of actions to implement all activities within the TOR is required/ *Подрядчик должен описать, как он будет решать / отвечать требованиям Запроса предложений; в котором должно содержаться подробное описание основных характеристик работы, условий отчётности и механизмов обеспечения качества, которые будут внедрены, а также продемонстрировать, что предлагаемая методология будет соответствовать местным условиям и контексту работы. Требуется приложить подробный календарный план действий по осуществлению всех мероприятий в рамках ТЗ;*

Qualifications of Key Personnel / Квалификации ключевого персонала

The Service Provider must provide / По требованию ЗП Поставщик услуг должен представить:
Team Leader/ *Руководитель команды*

- Bachelor's degree or equivalent in social science; / *Степень бакалавра или эквивалент в общественных науках. Master's degree in jurisprudence is an asset. / Наличие степени магистра в юриспруденции является преимуществом.*
- At least 3 years of professional experience in the field of examination of regulatory legal acts for the purpose of expediency and legality (provide with list of the documents expertied); / *Не менее 3 лет профессионального опыта в области экспертизы нормативных правовых актов на предмет целесообразности и законности (приложить список оцененных документов);*
- At least 1 successfully implemented projects in the field of functional analysis in the public management. / *Не менее 1 успешно реализованных проектов в сфере функционального анализа в сфере государственного управления.*

Public Finance Management Consultant / *Консультант по управлению государственными финансами*

- Bachelor's degree or equivalent in one of the following fields: economics /finance /public administration. Master's degree in the named spheres is an asset / *Степень бакалавра в одной из следующих областей: экономика/финансы/государственное управление. Наличие степени магистра в указанных сферах является преимуществом.*
- At least 3 years of professional experience in the field of Public budgeting. / *Не менее 3 лет профессионального опыта работы в сфере государственных финансов.*

Energy sector consultant / *Консультант в энергетическом секторе*

- Bachelor's degree or equivalent in one of the following fields: economics/public administration/technical sciences. / *Степень бакалавра или эквивалент в одной из следующих областей: экономика/государственное управление/технические науки.*
- At least 3 years of professional experience in the field of energy sector management. / *Не менее 3 лет профессионального опыта работы в управлении энергетическим сектором.*
- At least 1 example of participation in tariff policy development/by-laws in energy sector management / *Как минимум 1 пример участия в разработке тарифной политики/НПА в сфере энергетики*

Agriculture sector consultant / *Консультант в секторе сельского хозяйства*

- Bachelor's degree or equivalent in one of the following fields: economics/public administration/agricultural/technical sciences. / *Степень бакалавра или эквивалент в одной из следующих областей: экономика/государственное управление/сельскохозяйственные/ технические науки.*
- At least 3 years of professional experience in the field of agriculture sector management. / *Не менее 3 лет профессионального опыта в сфере управления в сельскохозяйственном секторе.*
- At least 1 example of participation in tariff policy development in the sphere of water management in agriculture/ *Как минимум 1 пример участия в разработке тарифной политики в сфере управления водными ресурсами в сельском хозяйстве*

Public relations consultant / *Консультант по связям с общественностью*

- Bachelor's degree or equivalent in social sciences. Master's degree in the named sphere is an asset. / **Степень бакалавра или эквивалент в области общественных наук. Наличие степени магистра в указанной сфере является преимуществом.**
- At least 3 years of professional experience in field of public relations. / **Не менее 3 лет профессионального опыта работы в сфере связей с общественностью.**
- At least 1 developed and successfully implemented communication strategy related to social and economic issues/ **Не менее 1-й разработанной и успешно реализованной коммуникационной стратегий по социо-экономическим вопросам.**

Note: UNDP reserves the right to check the qualifications of the proposed experts. / Примечание: ПРООН оставляет за собой право проверять квалификацию предлагаемых экспертов.

Resume and copies of diplomas of consultants should be attached. / **Необходимо приложить резюме и копии дипломов указанных консультантов.**

Name and Signature of the Service Provider's Authorized Person / Имя и подпись уполномоченного лица Поставщика услуг

Designation / Должность

Date / Дата

**C. Offer to Comply with Other Conditions and Related Requirements /
Предложение по выполнению других условий и соответствующих требований**

Other Information pertaining to our Quotation are as follows: / Другая информация, касающаяся нашего Предложения:	Your Responses / Ваш ответ		
	Yes, we will comply / Да, мы выполним	No, we cannot comply / Нет, мы не выполним	If you cannot comply, pls. indicate counter proposal / Если Вы не можете выполнить, дайте встречное предложение
Confirmation of requirements set in TOR / Подтверждение условий ТЗ			
Expected duration of work / Планируемая длительность работ Within 5 months from the date of signing the contract/ в течение 5 месяцев с момента подписания контракта			
Payment Terms / Условия оплаты Please refer to the Terms of Reference, section "Final Deliverables" (Annex 1)/ Пожалуйста обратитесь к техническому заданию, раздел "Ожидаемые результаты" (Приложение 1) <ul style="list-style-type: none"> ✓ Within 30 days upon UNDP's acceptance of the services delivered as specified and receipt of invoice / В течение 30 дней после приема ПРООН оказанных услуг и выставления счета; ✓ For local contractors in Kyrgyzstan UNDP shall effect payment in Kyrgyz Som based on the prevailing UN operational rate of exchange on the month of payment/ Для местных поставщиков Кыргызстана ПРООН будет производить оплату в Кыргызских сомах, используя при этом обменный курс ООН на момент оплаты; ✓ The prevailing UN operational rate of exchange is available for public from the following link: http://treasury.un.org/operationalrates/OperationalRates.aspx/ 			

Обменный курс ПРООН в свободном доступе имеется на ссылке: http://treasury.un.org/operationalrates/OperationalRates.aspx			
Currency of Proposal / Валюта предложения			
United States Dollars (US\$) / Доллары США			
Value Added Tax on Price Proposal/ НДС по финансовому предложению			
prices must be exclusive of VAT / цены не должны включать НДС			
Prices should be indicated without VAT with consideration of a letter of the Ministry of Economy of the Kyrgyz Republic # 18-025/174 dd 26.05.2018 with regard to the international organizations and projects enjoying preferential taxation in 2018 in the Kyrgyz Republic / Цены должны быть указаны без НДС с учётом письма Министерства Экономики Кыргызской Республики № 18-025/174 от 26.05.2018 в отношении международных организаций и проектов, пользующихся правом льготного налогообложения на 2018 год в Кыргызской Республике. Offers with prices provided not in line with the Ministry of Economy letter as indicated above are subject to rejection for further evaluation / Предложения, в которых цены предоставлены не в соответствии с вышеуказанным письмом Министерства экономики не будут допущены к последующей оценке.			
Validity Period of Proposals/Срок действия предложения			
120 days/120 дней			
Liquidated Damages / Договорная неустойка			
0.5% of contract value for every day of delay, up to a maximum duration of calendar 20 calendar days. Thereafter, the contract may be terminated/ 0, 5% от суммы контракта за каждый день просрочки максимальной длительностью до 20 календарных дней. После этого действие контракта может быть прекращено			
All Provisions of the UNDP General Terms and Conditions / Все условия Общих условий и положений ПРООН			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFP. / Вся другая информация, не предоставленная нами в данном Предложении, автоматически подразумевает полное соблюдение требований, сроков и условий Запроса на представление предложения.

Name and Signature of the Service Provider's Authorized Person/Имя и подпись уполномоченного лица Поставщика услуг
Designation/ Должность
Date/ Дата

FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL⁴/
ФОРМА ЗАЯВКИ ДЛЯ ПРЕДСТАВЛЕНИЯ ФИНАНСОВОГО ПРЕДЛОЖЕНИЯ ПОСТАВЩИКА УСЛУГ

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁵)
(Эта форма должна быть отправлена только на официальном бланке Поставщика услуг)

Provide in separate envelope with marking "Financial proposal"
Предоставить в отдельном конверте с пометкой «Финансовое предложение»

Location/*Место*
Date/*Дата*

To: UNDP National Programme Management Unit / *Отдел реализации проектов ПРООН*
Dear Sir/Madam/*Уважаемый г-н/ г-жа:*

We, the undersigned, hereby present the Financial Offer for the services to be rendered under the **RFP 18/048/ Мы, нижеподписавшиеся, настоящим предоставляем финансовое предложение на оказание ПРООН услуг в соответствии с ЗП 18/048.**

Cost Breakdown per Deliverable / *Разбивка расходов по результатам выполнения работ*⁶

PROPOSED FORMAT OF EXPECTED DELIVERABLES / ПРЕДЛАГАЕМЫЙ ФОРМАТ ОЖИДАЕМЫХ РЕЗУЛЬТАТОВ

#	PRODUCT / <i>ПРОДУКТЫ</i>	TERMS / <i>СРОКИ</i>	PAYMENT STRUCTURE / <i>СХЕМА ОПЛАТЫ</i>	Price (Lump Sum, All Inclusive in USD / <i>Цена в долларах США (Общая сумма, включая всё)</i>)
1	Interim narrative report on implemented activities, endorsed by the UNDP BIOFIN Project Coordinators and E&DRM Team Leader with following attachments: / <i>Промежуточный отчёт о проведённых действиях, одобренный руководителем направления ОС и ЧС ПРООН и координатором БИОФИН со следующими приложениями:</i> <ul style="list-style-type: none"> A work plan for the implementation of TOR discussed with BIOFIN team and the Project board chairperson is submitted; / <i>Представлен рабочий план по реализации Технического задания, обсужденный с командой БИОФИН и председателем Консультативного совета проекта;</i> Communication plan for coordination with stakeholders to inform the interim and final results of the work on each 	By the end of 1st month from contract signing / <i>К концу 1-го месяца после подписания контракта</i>	30%	

⁴ This serves as a guide to the Service Provider in preparing the Proposal/*Это является Руководством для поставщика услуг в подготовке Предложения.*

⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes /*На официальном бланке необходимо указать контактные данные – адреса, адрес электронной почты, номера телефона и факса – в целях проверки.*

⁶ This shall be the basis of the payment tranches /** Данная разбивка будет служить основанием для выплаты траншей*

	<p>stage is developed; / Разработан план коммуникаций со стейкхолдерами для обсуждения промежуточных и финальных результатов работы на каждом этапе;</p> <ul style="list-style-type: none"> The overview of national and international context in the framework of national and international obligations in relation to reform of subsidies, damaging environment and stimulation of positive subsidies that take into account gender factor is prepared. / Подготовлен обзор национального и международного контекста в рамках национальных и международных обязательств в отношении реформирования субсидий, наносящих вред окружающей среде и стимулирования положительных субсидий с учётом гендерного фактора. 			
2	<p>Interim narrative report on implemented activities, endorsed by the UNDP BIOFIN Project Coordinator and E&DRM Team Leader with following attachments: / Промежуточный отчёт о проведённых действиях, одобренный руководителем направления ОС и ЧС и координатором БИОФИН со следующими приложениями:</p> <ul style="list-style-type: none"> The results of selection of potentially harmful to biodiversity subsidies, which are subject to reforming, and results of selection of beneficial subsidies for subsequent implementation are discussed on workshops with participation of national BIOFIN team, experts and key stakeholders (list of participants, minutes, justification for selection); / Результаты отбора потенциально вредных для биоразнообразия субсидий, подлежащих реформе, и результаты отбора полезных субсидий для последующего внедрения, обсуждены на встрече с участием национальной команды БИОФИН, экспертов и ключевых стейкхолдеров (список участников, протокол, обоснование отбора); Draft section on potentially harmful subsidies: / Черновой вариант раздела по потенциально вредным субсидиям: <ul style="list-style-type: none"> Analysis of five potentially negative subsidies in accordance with the format; / Анализ пяти потенциально вредных субсидий, согласно формату; A feasibility study draft for reforming five potentially harmful to biodiversity subsidies supporting of gender equality; / Проект технико-экономические обоснования реформы пяти потенциально вредных для биоразнообразия субсидий, поддерживающий гендерное равенство. Draft section of positive subsidies: / Черновой вариант раздела по полезным субсидиям: <ul style="list-style-type: none"> Analysis of three selected subsidies; / Анализ трёх отобранных субсидий; Feasibility study for reforming three beneficial to 	<p>By the end of 3rd month from contract signing / К концу 3-го месяца после подписания контракта</p>	40%	

	biodiversity subsidies that take into account gender equality. / Техничко-экономические обоснования реформы трёх полезных для биоразнообразия субсидий с учетом гендерного равенства.			
3	<p>Final narrative report on implemented activities, endorsed by the UNDP BIOFIN Project Coordinator and E&DRM Team Leader with following attachments: / Финальный отчёт о проведённых действиях, одобренный руководителем направления ОС и ЧС и координатором БИОФИН, со следующими приложениями:</p> <ul style="list-style-type: none"> • Communication strategy and action plan to support implementation of beneficial to biodiversity subsidies and reform of potentially harmful to biodiversity subsidies; / Коммуникационная стратегия и план действий для поддержки внедрения полезных для биоразнообразия и реформы потенциально вредных для биоразнообразия субсидий; • Policy brief on reforming subsidies and benefits that take into account gender issues is prepared / Подготовлен краткий обзор по реформированию субсидий и выгодам с учётом гендерной проблематики • Final version of analytical report on reform of potentially negative for biodiversity subsidies and introduction of beneficial subsidies, and feasibility studies on reform of five potentially negative for biodiversity subsidies and introduction of three beneficial subsidies are discussed on consultative workshop of stakeholders including women organizations (list of participants, agenda, and presentations). / Финальная версия аналитического отчёта по реформе потенциально негативных для биоразнообразия субсидий и внедрению полезных субсидий и Техничко-экономические обоснования по реформе пяти потенциально негативных для биоразнообразия и внедрению трёх полезных субсидий обсуждены на консультативном семинаре заинтересованных сторон, включая женские организации (Список участников, повестка дня, презентации). 	<p>By the end of 5th month from contract signing / К концу 5-го месяца после подписания контракта</p>	30%	

*This shall be the basis of the payment tranches / * Данная разбивка будет служить основанием для выплаты траншей*

Cost Breakdown by Cost Component /Разбивка расходов по составляющим

Description of Activity / Описание деятельности	Unit Cost / Стоимость за единицу	Quantity / Количество	Total for the Contract / Итого за контракт
I. Personnel Services /Заработная плата сотрудников			
II. Workshops Related Costs/ Расходы связанные с проведением рабочих совещаний			
III. Other Related Costs/ Другие расходы			
TOTAL (USD)/ИТОГО (долл. США)			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFP. / Вся другая информация, не предоставленная нами в данном Предложении, автоматически подразумевает полное соблюдение требований, сроков и условий Запроса на представление предложения.

Name and Signature of the Service Provider's Authorized Person/Имя и подпись уполномоченного лица Поставщика услуг
 Designation/ Должность
 Date/ Дата

OFFEROR'S INFORMATION FORM / ИНФОРМАЦИЯ ОБ УЧАСТНИКЕ ТОРГОВ

Full companies name / Полное наименование компании	
Full companies name in English / Полное наименование компании на английском	
Legal position/status / Юридический статус	
Legal Address / Юридический адрес	
De facto address / Фактический адрес	
Year of foundation / Год основания	
Companies profile / Специализация компании	
Bank requisitions / Банковские реквизиты	
Status of VAT payer / Статус налогоплательщика	
Postal address / Почтовый адрес	
Head of company (name) / Глава компании (ФИО)	
Contact name / Контактное лицо	
Telephone number / Номер телефона	
Fax number / номер факса	
E-mail address / Электронная почта	
Website / Вебсайт	

[Name and Signature of the Supplier's Authorized Person] / [Имя и подпись уполномоченного лица]

[Designation] / [Должность]

[Date] / [Дата]



Empowered lives.
Resilient nations.

GENERAL TERMS AND CONDITIONS FOR 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 deliver the goods described in the Technical Specifications for Goods (hereinafter the Goods") and/or 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 delivery of the Goods and/or performance of the Services.

2.2 To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.

2.3 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.

2.4 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.

3. LONG TERM AGREEMENT: If the Contractor is engaged by UNDP on the basis of a long-term 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 Goods and/or 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 Goods and/or Services from the Contractor hereunder.

3.3 The Contractor shall provide the Services and/or deliver the Goods, 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 Goods and/or 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 Goods and/or 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 Goods delivered and/or 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 Goods and/or 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 delivery of the Goods and/or 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 delivery of the Goods and/or 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 delivery of the Goods and/or 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.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The 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 delivery of the Goods and/or the provision of the Services.

4.2.2 The Contractor shall not provide the Services and/or deliver the Goods 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 Goods delivered in accordance with the Technical Specifications for Goods and/or 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 delivery of the Goods and/or 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.

8. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of the Services to UNDP by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

8.1 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.

8.2 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

8.3 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

8.4 At the option of and in the sole discretion of UNDP:

8.4.1 the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by UNDP prior to such personnel's performing any obligations under the Contract;

8.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel's performing any obligations under the Contract; and,

8.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP may reasonably refuse to accept any such personnel.

8.5 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

8.5.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.

8.5.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.

8.5.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

8.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

8.5.5 Any request by UNDP for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.

8.5.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

8.6 Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

8.7 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:

8.7.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;

8.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.

8.8 Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.

8.9 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.

8.10 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.

8.11 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 in paragraph 8.10 above.

9. ASSIGNMENT:

9.1 Except as provided in Article 9.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.

9.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:

9.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*,

9.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,

9.2.3 the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; *and*,

9.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNDP following the assignment or transfer.

10. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations

performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

11. PURCHASE OF GOODS: To the extent that the Contract involves any purchase of the Goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to such purchases under the Contract:

11.1 DELIVERY OF GOODS: The Contractor shall hand over or make available the Goods, and UNDP shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the Goods shall be borne exclusively by the Contractor until physical delivery of the Goods to UNDP in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNDP.

11.2 INSPECTION OF THE GOODS: If the Contract provides that the Goods may be inspected prior to delivery, the Contractor shall notify UNDP when the Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

11.3 PACKAGING OF THE GOODS: The Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the Goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

11.4 TRANSPORTATION & FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely manner so as to enable UNDP to take delivery of the Goods in accordance with the requirements of the Contract.

11.5 WARRANTIES: Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under the Contract, the Contractor warrants and represents that:

11.5.1 The Goods, including all packaging and packing thereof, conform to the technical specifications, are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

11.5.2 If the Contractor is not the original manufacturer of the Goods, the Contractor shall provide UNDP with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;

11.5.3 The Goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

11.5.4 The Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

11.5.5 The Goods are new and unused;

11.5.6 All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNDP in accordance with the Contract;

11.5.7 During any period in which the Contractor's warranties are effective, upon notice by UNDP that the Goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully reimburse UNDP for the purchase price paid for the defective Goods; and,

11.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor's warranties under the Contract.

11.6 ACCEPTANCE OF GOODS: Under no circumstances shall UNDP be required to accept any Goods that do not conform to the specifications or requirements of the Contract. UNDP may condition its acceptance of the Goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNDP be obligated to accept any Goods unless and until UNDP has had a reasonable opportunity to inspect the Goods following delivery. If the Contract specifies that UNDP shall provide a written acceptance of the Goods, the Goods shall not be deemed accepted unless and until UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the Goods.

11.7 REJECTION OF GOODS: Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept

the Goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNDP:

11.7.1 provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; *or*,

11.7.2 repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; *or*,

11.7.3 replace the Goods with Goods of equal or better quality; *and*,

11.7.4 pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP. **11.8** In the event that UNDP elects to return any of the Goods for the reasons specified in Article 11.7, above, UNDP may procure the Goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor's account.

11.9 TITLE: The Contractor warrants and represents that the Goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Contractor to UNDP upon delivery of the Goods and their acceptance by UNDP in accordance with the requirements of the Contract.

11.10 EXPORT LICENSING: The Contractor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNDP under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNDP, UNDP shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNDP to enable UNDP to take appropriate measures to resolve the matter.

12. INDEMNIFICATION:

12.1 The Contractor shall indemnify, defend, and hold and save harmless, UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

12.1.1 allegations or claims that the possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,

12.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

12.2 The indemnity set forth in Article 12.1.1, above, shall not apply to:

12.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

12.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.

12.3 In addition to the indemnity obligations set forth in this Article 12, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 12, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

12.4 UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

12.5 In the event the use by UNDP of any Goods, property or Services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

12.5.1 procure for UNDP the unrestricted right to continue using such Goods or Services provided to UNDP;

12.5.2 replace or modify the Goods and/or Services provided to UNDP, or part thereof, with the equivalent or better Goods and/or Services, or part thereof, that is non-infringing; *or*,

12.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such Goods, property or Services, or part thereof.

13. INSURANCE AND LIABILITY:

13.1 The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

13.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

13.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

13.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

13.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; and,

13.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.

13.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

13.4 The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

13.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

13.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

13.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;

13.5.3 provide that UNDP shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; and,

13.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNDP.

13.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

13.7 Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 13.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract.

13.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

14. 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.

15. 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.

16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

16.1 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.

16.2 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.

16.3 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.

16.4 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.

17. 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.

18. 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:

18.1 The Recipient shall:

18.1.1 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*,

18.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

18.2 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 18, the Recipient may disclose Information to:

18.2.1 any other party with the Discloser's prior written consent; *and*,

18.2.2 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:

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

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

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

18.3 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.

18.4 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.

18.5 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.

18.6 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.

19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

19.1 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.

19.2 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 20, "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.

19.3 *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.

20. TERMINATION:

20.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 23 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

20.2 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.

20.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNDP, the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:

20.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

20.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

20.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNDP and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

20.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

20.3.5 transfer title and deliver to UNDP the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

20.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder;

20.3.7 complete performance of the work not terminated; *and*,

20.3.8 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.

20.4 In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNDP shall not be liable to pay the Contractor except for those Goods satisfactorily delivered and/or Services satisfactorily provided to UNDP in accordance with the requirements of the Contract, but only if such Goods or Services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP.

20.5 UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

20.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

20.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

20.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

20.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

20.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,

20.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

20.6 Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or non-legal proceedings, as a result of any of the events specified in Article 20.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the occurrence of any of the events specified in Article 20.5, above, and shall provide UNDP with any information pertinent thereto.

20.7 The provisions of this Article 20 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

21. 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.

22. 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.

23. SETTLEMENT OF DISPUTES:

23.1 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.

23.2 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

23.1, 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.

24. 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.

25. TAX EXEMPTION:

25.1 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.

25.2 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.

26. MODIFICATIONS:

26.1 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.

26.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 26.1, above.

26.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any Goods or Services provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 26.1, above.

27. AUDITS AND INVESTIGATIONS:

27.1 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.

27.2 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.

27.3 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.

27.4 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.

28. LIMITATION ON ACTIONS:

28.1 Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 23.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

28.2 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.

29. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 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.

30. 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.

31. 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 documents then in force at the time of signature of the Contract:

31.1 The UN Supplier Code of Conduct;

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

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

31.4 UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;

31.5 UNDP Vendor Sanctions Policy; and

31.6 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.

32. 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.

33. 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.

34. 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.

35. SEXUAL EXPLOITATION:

35.1 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.

35.2 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.

35.3 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.

36. 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/aa_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.