REQUEST FOR QUOTATION (RFQ) (Goods) /
ЗАПРОС НА ПРЕДОСТАВЛЕНИЕ КОММЕРЧЕСКОГО ПРЕДЛОЖЕНИЯ (Товары)

UNDP - GEF "Conservation of globally important biodiversity and associated land and forest resources of Western Tian Shan mountain ecosystems to support sustainable livelihoods"/ ПРООН-ГЭФ Сохранение глобально значимого биоразнообразия и связанных с ним земельных и лесных ресурсов Западного Тянь-Шаня для поддержки устойчивых средств существования E-mail: / Э-почта: procurement@env.undp.kg	**11 January 2019 / 11 января 2019 г.** Reference: RFQ UNDP ENV 19/001 "Procurement of camera traps" / Ссылка: RFQ UNDP ENV 19/001 «Закупка фотоловушек»

Dear Sir / Madam: / Уважаемый г-н / г-жа:

We kindly request you to submit your quotation for procurement of camera traps, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2 / Просим Вас представить свое Предложение на закупку фотоловушек подробно описанное в Приложении 1 данного Запроса. При подготовке Предложения, используйте форму Приложения 2.

You are kindly requested to submit Your Bid to UNDP to the following email address of Procurement Unit of the United Nations Development Programme in the Kyrgyz Republic (please refer for details to the «Conditions and Procedures for electronic submission and opening of documents» section of the table below)/ Просим Вас направить Ваше предложение в ПРООН по следующему электронному адресу Отдела закупок Программы Развития Организации Объединенных Наций в Кыргызской Республике (подробнее см. в разделе «Условия и процедуры для электронного представления и открытия документов» в таблице ниже):

tender.kgz@undp.org

Emails with subject "RFQ UNDP ENV 19/001: Procurement of camera traps" may be submitted **on or before 10:30 am (local time, GMT +6) on 25 January 2019** / Электронные письма с пометкой "RFQ UNDP ENV 19/001: Закупка фотоловушек" могут быть представлены **не позднее 10:30 часов (местного времени, GMT +6) 25 января 2019 г.**

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation / Вы несете ответственность за обеспечение поступления заявки по адресу в указанный срок. Коммерческие предложения, полученные ПРООН после указанного выше срока по любой причине, не будут рассматриваться.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned goods: / Просим принять к сведению следующие требования и условия, касающиеся вышеуказанных поставок товаров:

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Delivery Terms [INCOTERMS 2010] / Условия поставки [INCOTERMS 2010]	☒ **DAP Bishkek, Kyrgyzstan** (Note: for goods to be imported to Kyrgyzstan) / DAP Бишкек, Кыргызская Республика (Примечание: для товаров, которые будут импортированы в Кыргызскую Республику). Import customs formalities to be carried out by UNDP / Импортные таможенные формальности будут выполнятся ПРООН.
Exact Addresses of Delivery Location/s (identify all, if multiple) / Точные адреса мест доставки (указать все, если их несколько)	UNDP Project Management Unit, Kyrgyzstan, 720001, Bishkek, 109/2 Turusbekov str., 5th floor/ Отдел Реализации Проектов ПРООН, улица Турусбекова 109/2, 5 этаж, г. Бишкек, 720001 Кыргызстан
Conditions and Procedures for electronic submission and opening of documents / Условия и процедуры электронного представления и открытия документов	▪ Official Address for e-submission: tender.kgz@undp.org / Официальный адрес для электронного представления: tender.kgz@undp.org ▪ Free from virus and corrupted files / Файлы не должны быть повреждены и содержать вирусы ▪ Format: PDF files only / Формат: только файлы PDF ▪ Max. File Size per transmission: 10 MB/ Максимальный размер файла за одну передачу: 10 МБ ▪ Max. No. of transmissions: 10 / Макс. Количество передач: 10 ▪ Virus Scanning Software to be Used prior to transmission / Программное обеспечение для сканирования вирусов должно использоваться до передачи файлов Email Subject: RFQ UNDP ENV 19/001: Procurement of Camera Traps / Электронные письма с пометкой "RFQ UNDP ENV 19/001: Закупка фотоловушек"
Packing Requirements / Требования к упаковке	1. The equipment to be supplied in manufacturer's undamaged packaging; / Поставляемое оборудование должно находиться в неповрежденной заводской упаковке; 2. The terms of storage, packaging and transportation should meet the requirements of manufacturer. / Условия хранения, упаковки и транспортировки оборудования, должны соответствовать требованиям производителя.
Latest Expected Delivery Date and Time *(if delivery time exceeds this, quote may be rejected by UNDP)*/ Предельный срок поставки *(если срок поставки превышает указанный, предложение может быть не принято ПРООН)*	60 calendar days from the issuance of the Purchase Order / 60 календарных дней с момента выдачи Заказа на закупку
Preferred Currency of Quotation[1] / Предпочитаемая валюта Предложения[1]	☑ United States Dollars / Доллары США
Value Added Tax on Price Quotation / НДС по цене Предложения	For local suppliers/ Для местных поставщиков: ☒ Prices should be indicated without VAT and other indirect taxes per the letter of the Ministry of Economy of the Kyrgyz Republic №15-2/6062 dd. 28.04.2018

[1] *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. The prevailing UN operational rate of exchange is available for public from the following link: http://treasury.un.org/operationalrates/OperationalRates.aspx / Для участников торгов, зарегистрированных в Кыргызской республике, контракт будет подготовлен в кыргызских сомах по официальному курсу ООН, применяемый в день выплаты. Официальный обменный курс ООН публикуется на: http://treasury.un.org/operationalrates/OperationalRates.aspx*

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	regarding international organizations and projects enjoying preferential taxation in 2018 in the Kyrgyz Republic. / Цены должны быть указаны без НДС и других косвенных налогов согласно письма Министерства экономики Кыргызской Республики за №15-2/6062 от 28.04.2018 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 letter of the Ministry of Economy of the Kyrgyz Republic as indicated above are subject to rejection from further evaluation. / Предложения, в которых цены предоставлены не в соответствии с вышеуказанным письмом Министерства Экономики Кыргызской Республики, не будут допущены к последующей оценке.
After-sales services required / Послепродажные услуги, если необходимы	a) After-sales warranty for Equipment not less than 1 year after signing act of acceptance by both parties; / Гарантия на оборудование не менее 1 года со дня подписания обеими сторонами акта приема-передачи; b) In case of founding the defects or damage, the supplier shall replace the goods in the period of 30 calendar days. / В случае обнаружения дефектов или порчи, поставщик обязуется заменить товар в период 30 календарных дней.
Deadline for the Submission of Quotation / Крайний срок представления Предложения	25 January 2019, 10:30 am (local time) / 25 января 2019 года, 10:30 часов по местному времени
Date, time and venue for opening of Quotation / Дата, время и место вскрытия тендерных предложений	Date and Time / Дата и время: 11.00 am (local time), 25 January 2019/ 25 января 2019 г, 11:00 часов по местному времени Venue: UN House, Bldg#160, Chui avenue, Bishkek, 720000, Kyrgyz Republic / Место: Дом ООН, пр-т Чуй 160, Бишкек, 720000, Кыргызская Республика
All documentations, including catalogs, instructions and operating manuals, shall be in this language / Вся документация, включая каталоги, инструкции и операционные руководства будут представлены на следующем языке	☑ Russian / Русский And/or / и/или ☑ English / Английский
Documents to be submitted / Документы, которые следует предоставить	☑ Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1/ Должным образом заполненная Форма Приложения 2, в соответствии с перечнем требований в Приложении 1; ☑ Duly Accomplished Form as provided in Annex 3 / Должным образом заполненная Форма Приложения 3; ☑ Legal entity certificate from the relevant state authority (enclose a copy) / Свидетельство о регистрации юридического лица от соответствующего государственного органа (приложить копию); ☑ Confirmation of Offeror's positive experience in supply of similar equipment under minimum 2 successful contracts undertaken over the past 5 years (provide information and description of the last contracts and contractor's contacts) / Подтверждение положительного опыта как минимум 2-х успешных поставок подобного типа оборудования за последние 5 лет (предоставить сведения и описание предыдущих контрактов и контактные данные заказчиков); ☑ A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions

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	in the country of origin, use or dual use nature of the goods or services, including any disposition to end users / Заявление о том, требуются ли какие-либо импортные или экспортные лицензии в отношении товаров, которые будут закуплены, или в отношении услуг, которые будут оказаны, включая заявление о наличии любых ограничительных мер в стране происхождения, заявление о назначении товара или услуг или о товарах и услугах двойного назначения, включая любую передачу конечным пользователям;
Period of Validity of Quotes starting the Submission Date / Срок действия с момента представления коммерческих предложений	☑ 120 days / 120 дней In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation. / В исключительных случаях ПРООН может просить кандидата о продлении срока действия Предложения, первоначально указанного в данном Запросе. В таком случае в письменной форме подтверждается продление срока коммерческого Предложения, без каких-либо его изменений.
Partial Quotes (by Lots) / Частичное предложение (по-лотно)	☑ Not allowed / Не допускается
Payment Terms / Условия оплаты	☑ 100% upon complete delivery of goods and provision of acceptance act, signed by both parties. Payment is made through bank transfer within 30 calendar days upon provision of invoice and signed acceptance act. / 100% по факту полной поставки товаров и акта приема-передачи оборудования, подписанного обеими сторонами. Оплата будет произведена перечислением в течение 30 календарных дней после предоставления счета и акта приемки. ☑ For local contractors based in Kyrgyzstan UNDP shall effect payment in Kyrgyz Som based on the prevailing UN operational rate of exchange on the month of payment / Для участников торгов, зарегистрированных в Кыргызской республике, оплата будет производится в кыргызских сомах по официальному курсу ООН, применяемый в день выплаты. 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 сайте: http://treasury.un.org/operationalrates/OperationalRates.aspx
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.
Evaluation Criteria / Критерии оценки	☑ Technical responsiveness / Full compliance to requirements and lowest price / Техническое соответствие / Полное соответствие требованиям и самая низкая цена[2] ☑ Full acceptance of UNDP General Terms and Conditions / Полное принятие Общих условий и положений контракта ПРООН
UNDP will award a contract to: / ПРООН заключит контракт с:	☑ One Bidder / Одним Претендентом
Type of Contract to be Signed / Вид заключаемого договора	☑ UNDP Contract for Goods and Services / Контракт ПРООН на предоставление услуг и товаров

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Special conditions of Contract / Специальные условия Контракта	☑ Cancellation of PO/Contract if the delivery/completion is delayed for 20 calendar days / Аннулирование Контракта, если просрочка поставки/выполнения превышает 20 календарных дней
Conditions for Release of Payment / Условия оплаты	☑ Written Acceptance of Goods from the Recipient based on full compliance with RFQ requirements / Письменное подтверждение получения товара Получателем, на основе полного соответствия требованиям текущего запроса.
Annexes to this RFQ / Приложения к данному Запросу	☑ Specifications of the Goods Required (Annex 1) / Спецификация требуемого товара (Приложение 1) ☑ Form for Submission of Quotation (Annex 2) / Форма представления Предложения (Приложение 2) ☑ Supplier Registration Form (Annex 3) / Информация об участнике торгов (Приложение 3); ☑ General Terms and Conditions / Special Conditions (Annex 4). / Общие условия и положения / Особые положения (Приложение 4). Non-acceptance of the terms of the General Terms and Conditions (GTC) as well as terms of the present solicitation document shall be grounds for disqualification from this procurement process. / Непринятие Общих условий и положений (ОУП), а также условий настоящего тендерного документа, может быть основанием для дисквалификации из процесса закупок.
Contact Person for Inquiries (Written inquiries only)[2] / Контактное лицо (Только для письменных вопросов)[3]	Procurement Team/Отдел закупок E-mail: / э-почта: procurement@env.undp.kg Any delay in UNDP's response shall not be 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

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements. / Предлагаемые товары рассматриваются на основе полноты и соответствия Коммерческого предложения минимальным спецификациям, описанным выше, а также другим подробным требованиям ПРООН, содержащимся в Приложениях.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected. / Контракт будет присужден тому Коммерческому предложению, которое соответствует всем спецификациям, требованиям, предлагает самую низкую цену, а также отвечает всем иным указанным критериям оценки. Предложения, не отвечающие требованиям, будут отклонены.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected. / Любое расхождение между ценой за единицу и совокупной ценой будет перерассчитано ПРООН (умножением стоимости за единицу услуги на его количество), при этом приоритетными являются расценки за единицу, на основании которых будет исправлена общая стоимость. Если Поставщик услуг не

[2] *This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received./ Данное контактное лицо и адрес официально назначается ПРООН. Если вопросы направляются другим лицам или по другим адресам, даже если они являются сотрудниками ПРООН, ПРООН не обязан отвечать или подтверждать, что вопрос был получен..*

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согласен с окончательной стоимостью, полученной в результате перерасчета и исправлений арифметических погрешностей со стороны ПРООН, то Предложение будет отклонено.

At any time during the validity of the quotation, 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 quotation. 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 в результате роста цен, инфляции, колебаний валютных курсов, или любых других рыночных факторов. На момент выдачи 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 Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annexe 4. / На любой Заказ на закупку, выданный по данному Запросу, распространяется действие Общих условий и положений, прилагаемых к настоящему документу. Сам акт представления Предложения предполагает, что Поставщик безусловно принимает Общие условия и положения ПРООН, содержащиеся в Приложении 4.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process. / ПРООН не обязана принимать любое Предложение, выдавать контракт или заказ на закупку, а также нести ответственность за любые расходы, связанные с подготовкой и представлением Предложения поставщиками услуг, независимо от результатов или порядка проведения процесса отбора.

Please be advised that 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 возможности обжалования результатов тендера страховыми компаниями, которые не получили контракт или заказ на закупку в процессе тендерных закупок. 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 Vendor to avoid and prevent 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, specifications, cost estimates, and other information used in this RFQ / ПРООН призывает каждого потенциального поставщика к предотвращению возможного конфликта интересов, путем предоставления ПРООН информации о том, были ли Вы, любой из Ваших партнеров или сотрудников причастны к подготовке требований данного Запроса, его проекта, сметы расходов и другой информации, используемой в Запросе.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers 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 запрещенных 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 RFQ, UNDP requires all Offerors to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Offerors must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Offerors found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Offerors, 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 соответствии с данным ЗКП, ПРООН требует, чтобы все Участники вели себя профессионально, непредубежденно и непредвзято, всегда признавая главенство интересов ПРООН. Подрядчики должны избегать конфликта интересов касательно других работ или касательно своих собственных интересов и действовать, не принимая во внимание будущую работу. Если выяснится, что у кого-либо из Участников имеется конфликт интересов, такой Участник будет дисквалифицирован. Помимо вышеперечисленных в данном пункте общих положений, Участники и любые их дочерние или зависимые предприятия будут считаться имеющими конфликт интересов с одной или несколькими сторонами в рамках данного процесса приема тендерных предложений, если они:

- 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, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process; / связаны или были связаны в прошлом с фирмой или любым из ее филиалов, которые были привлечены ПРООН для предоставления услуг по подготовке проекта,

Перечня требований и технических спецификаций, анализа стоимости/расчетов и других документов, необходимых для закупки товаров и сопутствующих услуг, приобретаемых в рамках данного процесса отбора;

- Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this RFQ; or / участвовали в подготовке и/или разработке программы/проекта, связанного с товарами и сопутствующими услугами, запрашиваемыми в рамках данного ЗКП; или
- Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP / если выясняется, что имеется конфликт интересов по какой-либо иной причине, которая может быть установлена ПРООН или считаться таковой по усмотрению ПРООН.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Offerors must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists. / В случае присутствия какой-либо степени неопределенности в толковании того, что потенциально является конфликтом интересов, Участники должны раскрыть данную информацию ПРООН и стремиться получить от ПРООН подтверждение существования или отсутствия такого конфликта интересов

Similarly, the following must be disclosed in the Offer: / Подобным образом, следующая информация должна быть раскрыта в предложении:

- Offerors who are owners, part-owners, officers, directors, controlling shareholders, or 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 the goods and related services under this RFQ; and / Участники, которые являются собственниками, частичными собственниками, сотрудниками, директорами, держателями контрольного пакета акций или ведущими сотрудниками, связанными родством с сотрудниками ПРООН, занимающимися закупками, и/или связанными родством с сотрудниками правительства страны или с любым Партнером по реализации, получающими товары и сопроводительные услуги в рамках данного ЗКП; и
- Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices / Имеются иные факторы, которые могут потенциально привести к действительному конфликту интересов, сговору или недобросовестной конкуренции.

Failure of such disclosure may result in the rejection of the Offer. / Сокрытие подобной информации может привести к отклонению предложения.

Offer submitted by two (2) or more Offerors shall all be rejected by UNDP if they are found to have any of the following: / Предложения, поданные 2 (двумя) или более Участниками, должны быть отклонены ПРООН, если обнаружится, что к ним относится что-либо из следующего:

a) they have at least one controlling partner, director or shareholder in common; or / У них имеется по крайне мере один общий контролирующий партнер, директор или акционер; или
b) any one of them receive or have received any direct or indirect subsidy from the other/s; or / Любой из них получает или получил прямые или непрямые субсидии от другого/других; или
c) they have the same legal representative for purposes of this RFQ; or / Они имеют одного и того же представителя для данного ЗКП; или
d) 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 Offer of, another Offerors regarding this RFQ process; / Между ними имеются взаимоотношения, прямые или через общие третьи стороны, которые позволяют таким Участникам иметь доступ к информации о другом Участнике или возможность влиять на предложение другого Участника в ходе данного тендерного процесса;
e) they are subcontractors to each other's Offer, or a subcontractor to one bid also submits another Offer under its name as lead Offeror; or / Они являются субподрядчиками в отношении предложений друг друга, или если субподрядчик одного предложения подает другое тендерное предложение от своего имени в качестве ведущего Участника; или
f) an expert proposed to be in the Offer of one Offerors participates in more than one Offer received for this RFQ process. This condition does not apply to subcontractors being included in more than one Offer. / Эксперт, предложенный к участию в предложении одного Участника, участвует в более чем одном предложении, полученном в рамках данного ЗКП. Данное условие не распространяется на субподрядчиков, включенных более чем в одно предложение

If the Offeror 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 Offeror, they shall confirm in their Offer 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 Offer; 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 entities that comprise the joint venture. / Если Участник представляет собой группу юридических лиц, которая будет являться или является совместным предприятием, консорциумом или ассоциацией в момент подачи предложения, то эта группа должна подтвердить в своем предложении, что: (i) они выбрали одного участника, который будет выступать в качестве ведущего участника с полномочиями связывать членов совместного предприятия правовыми обязательствами, что будет должным образом, засвидетельствовано нотариально

заверенным Соглашением между этими юридическим лицами, которое должно подаваться вместе с Тендерным предложением; и (ii) если им присуждается контракт, этот контракт должен заключаться между ПРООН и выбранным ведущим участником (юридическим лицом), который будет выступать за и от лица всех юридических лиц, входящих в состав совместного предприятия.

After the Offer 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 подачи тендерного предложения в ПРООН ведущее юридическое лицо, избранное представлять совместное предприятие, не может быть изменено без предварительного письменного согласия ПРООН. Более того, ни ведущее юридическое лицо, ни другие юридические лица-участники совместного предприятия не могут:

a) Submit another Offer, either in its own capacity; nor / Подавать еще одно предложение, выступая ни в собственном качестве; ни
b) As a lead entity or a member entity for another joint venture submitting another Offer/ В качестве ведущего юридического лица или одного из юридических лиц-участников другого совместного предприятия, подающего другое предложение.

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 RFQ, both in the Offer and in the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP. / Описание организационной структуры совместного предприятия/консорциума/ ассоциации должно четко определять предполагаемую роль каждого входящего в совместное предприятие юридического лица в предоставлении товаров согласно требованиям ЗКП, что должно быть отражено как в предложении, так и в Соглашении совместного предприятия. Все юридические лица, которые входят в состав совместного предприятия, подлежат оценке ПРООН на предмет их соответствия требованиям и на предмет наличия необходимой квалификации.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFQ, it should present such information in the following manner: / В тех случаях, когда совместное предприятие представляет результаты прошлой деятельности или описание опыта выполнения работ, схожих с указанными в ЗКП, это совместное предприятие должно представить подобную информацию следующим образом:

a) Those that were undertaken together by the joint venture; and / Работы, которые были выполнены участниками совместного предприятия совместно; 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 RFQ / Работы, которые были выполнены отдельными юридическими лицами, являющимися членами совместного предприятия, и которые будут участвовать в предоставлении услуг, указанных в ЗКП.

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, исполненные отдельными экспертами, которые работали в частном порядке, но при этом работали на постоянной или временной основе в какой-либо из фирм, входящих в состав совместного предприятия, не могут считаться опытом совместного предприятия или входящих в него членов, а могут заявляться только самими экспертами при предоставлении сведений о своей профессиональной квалификации.

If the Offer of a joint venture is determined by UNDP as the most responsive Offer that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity, who shall sign the contract for and on behalf of all the member entities. / Если предложение совместного предприятия определено ПРООН как предложение, наиболее удовлетворяющее предъявляемым требованиям и предлагающее наилучшее соотношение цены и качества, ПРООН присудит контракт этому совместному предприятию в лице назначенного ведущего юридического лица, участвующего в данном СП, и такое юридическое лицо подпишет контракт за и от имени всех юридических лиц, участвующих в СП.

Thank you and we look forward to receiving your quotation. / Благодарим Вас и с нетерпением ждем Ваше коммерческое предложение.

Sincerely yours,
Ms. Aliona Niculita, UNDP Deputy Resident Representative /



С уважением,
Г-жа Алиона Никулита, Заместитель Постоянного Представителя ПРООН

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Annex 1 / Приложение 1

General requirements / Общие требования

Equipment to be delivered must satisfy the following requirements:

- Equipment should be new, not used before, it should be delivered in its original packing accompanied by all the documents including equipment certificate, operation manual (in English or Russian languages).
- Guarantee period for all the delivered equipment and devices should be not less than 1 year.

Оборудование, которое должно быть доставлено, должно удовлетворять следующим требованиям:

- Оборудование должно быть новым, не использовавшимся ранее, оно должно быть доставлено в оригинальной упаковке вместе со всеми документами, включая сертификат оборудования, руководство по эксплуатации (на русском или английском языке).
- Гарантийный срок для всего поставленного оборудования и устройств должен составлять не менее 1 года.

Technical Specifications / Технические Спецификации

Item/s to be Supplied/ Поставляемые товары	**Quantity (pcs)/ Количество (шт)**	**Description/Specifications of Goods / Описание / Спецификации товаров**	
1. Camera trap / Фотоловушка	**50 pcs. / 50 шт.**	**Component / Компонент**	**Specification / Спецификации**
		Illuminator/ Подсветка	Infrared/ Инфракрасная
		Mode / Режим работы	Day/Night / День/Ночь
		Image detail / Изображение	Color by day / Monochrome infrared by night / Цветное (днем) / Монохромное инфракрасное (ночью)
		Operating temperature / Температурный режим работы	Minimum range from -40°C till +60°C / Минимально от - 40°C до +60°C
		Response range / Дальность срабатывания датчика движения	Not less than 20 m / Не менее 20 м
		Infrared illumination range / Дальность инфракрасной (ИК) подсветки	Not less than 18 m / Не менее 18 м
		Trigger speed / Скорость срабатывания/пуска	Not more than 0.2 sec / Не более 0.2 сек
		Image resolution / Разрешение фотографий	Not less than 1080P HD or 3.0 megapixels / Не ниже 1080P HD или 3.0 мегапикселей
		Angle of lens/ Угол обзора	Not less than 40 degrees / Не менее чем 40 градусов

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		Video/ Видео	Not less than 720p HD / Не менее чем 720p HD
		Image data / Отображаемые данные на снимках	Time, Date, Temperature, User Tag, Moon Phase/ Время, дата, температура, метка пользователя, фаза Луны
		Enclosure / Корпус	Weatherproof, protection not less then IP64 / защищенный от атмосферных воздействий, класс защиты – не менее IP64
		Protective or camouflage coloring / Защитная или камуфляжная окраска	Required / Требуется
		Memory card (included) / Карта памяти (в комплекте)	SDHC or micro SD from 16 GB to 32 GB / SDHC или micro SD от 16 ГБ до 32 ГБ
		Power supply (included) / Источник питания (в комплекте)	Battery (size: AA) Nickel-Metal-Hybrid (NiMH). Not less than 12 units / Батареи (размер: AA) Никель-Металл-Гибридные (NiMH). Не менее 12 шт.
		Battery chargers (included) / Зарядные устройства батареек (в комплекте)	Charges up to 12 AA NiMH Rechargeable batteries at one time. Not less than 2 units for each camera trap/ Заряжает до 12 AA NiMH батареек одновременно. Не менее 2 шт на каждую фотоловушку.
		Warranty / Гарантия	1 year / 1 год

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Annex 2 / Приложение 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION
(This Form must be submitted only using the Supplier's Official Letterhead/Stationery)/
ФОРМА ПРЕДСТАВЛЕНИЯ ПРЕДЛОЖЕНИЯ ПОСТАВЩИКА
(Данная форма должна быть представлена на официальном бланке Поставщика)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ UNDP ENV 19/001 dd. 11 January 2019 / Мы, нижеподписавшиеся, настоящим принимаем полностью Общие условия и положения и настоящим предлагаем поставку перечисленных ниже товаров, соответствующих спецификациям и требованиям ПРООН согласно ЗКП UNDP ENV 19/001 от 11 января 2019 года:

TABLE 1: Offer to Supply Goods Compliant with Technical Specifications and Requirements ТАБЛИЦА 1: Предложение на поставку товаров, соответствующих техническим спецификациям и требованиям:

Item/s to be Supplied/ Поставляемые товары	Quantity (pcs)/ Количество (шт)	Description/Specifications of Goods / Описание / Спецификации товаров		Delivery Date/ Срок поставки	Price per item in USD without VAT/ стоимость за единицу в долл. США без НДС	Total Price In USD without VAT/ Общая Стоимость В долл. США без НДС
Camera trap / Фотоловушка	50 pcs/ 50 шт	**Component / Компонент**	**Specification / Спецификации**	60 calendar days from the issuance of the Purchase Order (PO) / 60 календарных дней с момента выдачи Заказа на закупку (33)		
		Brand and model/ Модель и бренд				
		Illuminator/ Подсветка				
		Mode / Режим работы				
		Image detail / Изображение				
		Operating temperature / Температурный режим работы				
		Response range / Дальность срабатывания датчика движения				
		Infrared illumination range / Дальность инфракрасной (ИК) подсветки				
		Trigger speed / Скорость срабатывания/пуска				

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		Image resolution / Разрешение фотографий				
		Angle of lens/ Угол обзора				
		Video/ Видео				
		Image data / Отображаемые данные на снимках				
		Enclosure / Корпус				
		Protective or camouflage coloring / Защитная или камуфляжная окраска				
		Memory card (included) / Карта памяти (в комплекте)				
		Power supply (included) / Источник питания (в комплекте)				
		Battery chargers (included) / Зарядные устройства батареек (в комплекте)				
		Warranty / Гарантия				
Transportation expenses to destination including packing, delivery, loading/unloading and any other costs related to this supply / Расходы на транспортировку к местам доставки, в том числе расходы на упаковку, погрузку/разгрузку, а также любые иные расходы, связанные с данной поставкой						
GRAND TOTAL PRICE IN USD WITHOUT VAT/ ИТОГОВАЯ ОБЩАЯ СТОИМОСТЬ В ДОЛЛАРАХ США БЕЗ НДС						

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TABLE 2 : Offer to Comply with Other Conditions and Related Requirements /
ТАБЛИЦА 2: 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 / Да	***No / Нет***
Equipment to be delivered must satisfy the following requirements: • Equipment should be new, not used before, it should be delivered in its original packing accompanied by all the documents including equipment certificate, operation manual (in English or Russian languages). • Guarantee period for all the delivered equipment and devices should be not less than 1 year since the date of completion of startup-setup operations, including services to support the software. The applicant must provide information on guarantee conditions (if applicant is a manufacturer or an official dealer) or must submit the documents specifying the procedures to exercise guarantee obligations. Оборудование, которое должно быть доставлено, должно удовлетворять следующим требованиям: • Оборудование должно быть новым, не использовавшимся ранее, оно должно быть доставлено в оригинальной упаковке вместе со всеми документами, включая сертификат оборудования, руководство по эксплуатации (на русском или английском языке). • Гарантийный срок для всего поставленного оборудования и устройств должен составлять не менее 1 года с даты завершения операций по запуску, включая услуги по поддержке программного обеспечения. Заявитель должен предоставить информацию о гарантийных условиях (если заявитель является производителем оборудования или официальным дилером) или должен представить документы с указанием процедур для выполнения гарантийных обязательств.		
Delivery terms:/ Условия поставки: ☒ **DAP Bishkek, Kyrgyzstan** (Note: for goods to be imported to Kyrgyzstan) / DAP Бишкек, Кыргызская Республика (Примечание: для товаров, которые будут импортированы в Кыргызскую Республику). Import customs formalities to be carried out by UNDP / Импортные таможенные формальности будут выполнятся ПРООН. Prices should be indicated without VAT and other indirect taxes / Цены должны быть указаны без НДС и других косвенных налогов		
Delivery place / Место доставки UNDP Project Management Unit, Kyrgyzstan, 720001, Bishkek, 109/2 Turusbekov str., 5th floor/ Отдел Реализации Проектов ПРООН, улица Турусбекова 109/2, 5 этаж, г. Бишкек, 720001 Кыргызстан		
Packing Requirements / Требования к упаковке: 1. The equipment to be supplied in manufacturer's undamaged packaging; / Поставляемое оборудование должно находиться в неповрежденной заводской упаковке; 2. The terms of storage, packaging and transportation should meet the requirements of manufacturer. / Условия хранения, упаковки и		

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транспортировки оборудования, должны соответствовать требованиям производителя.		
Delivery Time: 60 calendar days from the issuance of a Purchase Order (PO) / Время доставки: 60 календарных дней с момента выдачи Заказа на закупку (33)		
Prices indicated without VAT / Цены указаны без НДС For local suppliers/ Для местных поставщиков: The Price should include the cost of the Goods, packing, transportation, as well as all the other expenses of the Supplier covering cost of equipment installation supervision, cost of start-up work and cost of training of the Customer's personnel to work with the equipment. / Цена включает стоимость Товара, упаковку, транспортировку, а также все другие расходы Поставщика, покрывающие стоимость надзора за установкой оборудования, стоимость пуско-наладочных работ и стоимость обучения специалистов получателя для работы с оборудованием. Prices should be indicated without VAT and other indirect taxes per the letter of the Ministry of Economy of the Kyrgyz Republic №15-2/6062 dd. 28.04.2018 regarding international organizations and projects enjoying preferential taxation in 2018 in the Kyrgyz Republic. / Цены должны быть указаны без НДС и других косвенных налогов согласно письма Министерства экономики Кыргызской Республики за №15-2/6062 от 28.04.2018 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's letter as indicated above are subject to rejection from further evaluation. / Предложения, в которых цены предоставлены не в соответствии с вышеуказанным письмом Министерства Экономики, не будут допущены к последующей оценке.		
After-sales services required / Требуется послепродажное обслуживание: • After-sales warranty for Equipment not less than 1 year after signing act of acceptance by both parties; / Гарантия на оборудование не менее 1 года со дня подписания обеими сторонами акта приема-передачи; • In case of founding the defects or damage, the supplier shall replace the goods in the period of 30 calendar days. / В случае обнаружения дефектов или порчи, поставщик обязуется заменить товар в период 30 календарных дней.		
Validity of Quotation – 120 days / Срок действия предложения – 120 дней		
Payment Terms / Условия оплаты: 100% upon complete delivery of goods and provision of acceptance act, signed by both parties. Payment is made through bank transfer within 30 calendar days upon provision of invoice and signed acceptance act. / 100% по факту полной		

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поставки товаров и акта приема-передачи оборудования, подписанного обеими сторонами. Оплата будет произведена перечислением в течение 30 календарных дней после предоставления счета и акта приемки. 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 участников торгов, зарегистрированных в Кыргызской республике, оплата будет производится в кыргызских сомах по официальному курсу ООН, применяемый в день выплаты. The prevailing UN operational rate of exchange is available for public from the following link: http://treasury.un.org/operationalrates/OperationalRates.asp / Официальный обменный курс ООН публикуется на сайте: http://treasury.un.org/operationalrates/OperationalRates.asp		
Liquidated Damages / Договорная неустойка 0.5% of contract value for every day of delay, up to a maximum duration of 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.		
Special conditions of Contract / Специальные условия Контракта: Cancellation of PO/Contract if the delivery/completion is delayed for 20 calendar days / Аннулирование 33/Контракта, если просрочка поставки/выполнения превышает 20 календарных дней.		
Conditions for Release of Payment / Условия оплаты: Written Acceptance of Goods based on full compliance with RFQ requirements. / Письменное подтверждение получения товара, на основе полного соответствия требованиям 33.		
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 RFQ. / Вся другая информация, не предоставленная нами в данном Предложении, автоматически подразумевает полное соблюдение требований, сроков и условий Запроса на представление коммерческого предложения.

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

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Annex 3 / Приложение 3

Supplier's registration form / Информация об участнике торгов

Full company's name Полное юридическое название организации	
Full company's name in English Полное название на английском языке	
Legal position/status Юридический статус	
Legal Address Юридический адрес	
De facto address Фактический адрес	
Year of foundation Год основания	
Companies profile Профиль компании	
Bank requisitions Банковские реквизиты	
Status of VAT payer Статус плательщика НДС	
Postal address Почтовый адрес	
Head of company (name) Руководитель организации (ФИО)	
Contact name Контактное лицо	
Telephone number Номер телефона	
Fax number Номер факса	
E-mail address Электронная почта (e-mail)	
Website Интернет-сайт организации	

Подпись / Signature:_____

Печать / Seal

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Annex 4 / Приложение 4

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.

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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:

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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

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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:

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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

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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 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:

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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

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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 Informat*ion to the ext*ent 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:

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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.

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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

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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

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

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