

**REQUEST FOR PROPOSAL (RFP) /  
ЗАПРОС НА ПОДАЧУ ПРЕДЛОЖЕНИЯ (ЗП)  
(For Low-Valued Services) / (Услуг по низкой стоимости)**

UNDP Project "Promoting Kyrgyzstan's Youth Cohesion and Interaction towards Uzbekistan" / Проект ПРООН «Продвижение согласия и сотрудничества между молодежью Кыргызстана и Узбекистана»	DATE / DATA: September 13, 2019/ 13 сентября 2019 REFERENCE: RFP SDG 19/024 «Conducting short-term trainings on effective gender and age sensitive criminal investigative procedures for young men and women living in border areas / ССЫЛКА: ЗП SDG 19/024 Проведение краткосрочных тренингов по процедурам расследования с учетом возрастных и гендерных особенностей в приграничных населенных пунктах».
E-mail / Э-почта: <a href="mailto:procurement.osh@undp.org">procurement.osh@undp.org</a>	

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

We kindly request you to submit your Proposal for conducting short-term trainings on effective gender and age sensitive criminal investigative procedures for young men and women living in border areas. / Просим Вас представить свое Предложение на проведение краткосрочных тренингов по процедурам расследования с учетом возрастных и гендерных особенностей в приграничных населенных пунктах.

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

Proposals may be submitted on or before **11.00, 27 September 2019** and via email, courier mail to the address below: / Предложения могут быть представлены не позднее **11.00 часов, 27 сентября 2019 г.** по электронной почте, почтовым курьером по указанному ниже адресу:

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

**or electronic submission via email/или подача на электронный адрес:**

Conditions and Procedures for electronic submission and opening of documents / Условия и порядок электронной подачи и вскрытия документов	<ul style="list-style-type: none"> <li>▪ Official Address for e-submission / Официальный адрес для электронной подачи: <b>tender.kgz@undp.org</b></li> <li>▪ Free from virus and corrupted files / Свободный от вирусов и поврежденных файлов</li> <li>▪ Max. File Size per transmission: 10 MB / Макс. Размер файла за передачи: 10 Мб;</li> <li>▪ <b>Mandatory subject of email for Technical proposal:</b> RFP SDG 19/024 «Conducting short-term trainings on effective gender and age sensitive criminal investigative procedures for young men and women living in border areas» / <b>Обязательно указать тему письма для Технического предложения:</b> ЗП SDG 19/024 Проведение краткосрочных тренингов по процедурам расследования с учетом возрастных и гендерных особенностей в приграничных населенных пунктах».</li> <li>▪ <b><u>The technical and financial proposals should be provided as separate documents. /Техническое и финансовое предложения должны быть предоставлены отдельными документами</u></b></li> <li>▪ <b><u>The financial proposal shall be encrypted with a password and clearly labelled. This password to be provided as per request from UNDP. No need to provide password for financial proposal at the time of submission of proposals. / Финансовое предложение должно быть защищено паролем, который должен быть предоставлен по запросу</u></b></li> </ul>
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**ПРООН, и его не нужно предоставлять на момент подачи предложения.**

please see instructions on / см. инструкции по

[http://www.images.adobe.com/content/dam/Adobe/en/products/acrobat/pdfs/adobe-acrobat-xi-protect-pdf-file-with-permissions-tutorial-ue.pdf /](http://www.images.adobe.com/content/dam/Adobe/en/products/acrobat/pdfs/adobe-acrobat-xi-protect-pdf-file-with-permissions-tutorial-ue.pdf/)

- Time zone: Kyrgyzstan (GMT+6) / Кыргызстан (GMT+6)

Your Proposal must be expressed in the Russian or English languages, and valid for a minimum period of 90 days / Ваше Предложение должно быть составлено на русском или английском языке, и быть действительным в течение минимального периода 90 дней.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files./ При подготовке Предложения, Вы несете ответственность за то, чтобы заявка достигла адресата в указанные сроки. Предложения, полученные ПРООН после указанного выше срока по любой причине, не будут рассматриваться. Если Вы отправляете Ваше Предложение по электронной почте, просьба обеспечить, чтобы оно было подписано и сохранено в формате pdf, без вирусов или поврежденных файлов.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements. / Предлагаемые услуги будут рассмотрены и оценены на основе их полноты и соответствия требованиям Запроса на Предложения, а также соответствия требованиям всех других приложений, содержащих подробные требования ПРООН.

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

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected./ Любое расхождение между ценой за единицу и совокупной ценой будет перерассчитано со стороны ПРООН, при этом приоритетной является цена за единицу, на основании которой будет исправлена совокупная цена. Если поставщик услуг не согласен с окончательной стоимостью, полученной в результате перерасчета и исправлений арифметических ошибок со стороны ПРООН, то его Предложение будет отклонено.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions. / После получения ПРООН Предложения, не принимаются никакие изменения совокупной цены, возможные в результате роста цен, инфляции, колебаний валютных курсов, или любых других рыночных факторов. На момент подписания контракта или заказа на закупку, ПРООН оставляет за собой право изменять (увеличивать или уменьшать) объем услуг или товаров до максимум двадцати пяти процентов (25%) от общего предложения, без каких-либо изменений цены за единицу или других условий и положений.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3./ На любой контракт или заказ на закупку, выданный по данному Запросу на подачу предложений, распространяется действие Общих условий и положений контракта, прилагаемых к настоящему документу. Сам факт подачи Предложения предполагает, что поставщик услуг безусловно принимает Общие условия и положения ПРООН, содержащиеся в Приложении 3.

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

outcome or the manner of conducting the selection process./ Обратите, пожалуйста, внимание на то, что независимо от результатов или порядка проведения процесса отбора, ПРООН не несет обязательств по принятию любого Предложения, выдаче контракта или заказа на закупку, а также не несет ответственности за любые расходы, связанные с подготовкой и представлением Предложения поставщиками услуг.

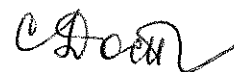
UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: / Процедура опротестования для поставщиков ПРООН предназначена для предоставления возможности обжалования результатов конкурса лицам или фирмам, которые не получили контракт или заказ на закупку в процессе проведения тендера на предоставление услуг. В случае, если Вы считаете, что с Вами поступили несправедливо, Вы можете найти подробную информацию о процедурах опротестования на сайте:

<http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html>.

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP. / ПРООН призывает каждого потенциального поставщика услуг к предотвращению возможного конфликта интересов, 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, содержащейся в Запросе на Предложение.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link: / 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: [https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscoc/conduct\\_english.pdf](https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscoc/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal./ Благодарю Вас и с нетерпением жду Ваших предложений.



Sincerely yours,/ С уважением,

Ms. Saltanat Dospaeva, UNDP Operations Manager/  
г-жа Салтанат Доспаева, Руководитель  
операционного отдела ПРООН

## Description of Requirements/ Описание требований

Context of the Requirement/ Контекст требования	UNDP Project “Promoting Kyrgyzstan’s Youth Cohesion and Interaction towards Uzbekistan”/ Проект ПРООН «Продвижение согласия и сотрудничества между молодежью Кыргызстана и Узбекистана»			
Brief Description of the Required Services <sup>1</sup> / Краткое описание требуемых услуг	Conducting short-term trainings on effective gender and age sensitive criminal investigative procedures for young men and women living in border areas/ Проведение краткосрочных тренингов по процедурам расследования с учетом возрастных и гендерных особенностей в приграничных населенных пунктах.			
List and Description of Expected Outputs to be Delivered/ Перечень и описание ожидаемых результатов	Please refer to the Terms of Reference, section “Scope of Work” (Annex 3)/ Пожалуйста, обратитесь к Техническому заданию, раздел «Объем работ» (Приложение 3)			
Person to Supervise the Work/Performance of the Service Provider / Лицо, которое контролирует работу/исполнение контракта со стороны Поставщика услуг	Peace Adviser, Projects Coordinator, UNDP Peace, justice and accountable institutions (SDG16) Programme / Советник по вопросам миростроительства Программы ПРООН «Мир, правосудие и эффективные институты (ЦУР16)»			
Progress Reporting Requirements/ Требования отчетности о ходе работ	Please refer to the Terms of Reference, section “Reporting requirements” (Annex 3)/ Пожалуйста, обратитесь к Техническому заданию, раздел «Требования отчетности» (Приложение 3).			
Location of work / Место выполнения работ	<input checked="" type="checkbox"/> Exact Address/es / Точный адрес (адреса): Jalal-abad province: Kerben town / Жалал-Абадская область: г. Кербен; Osh province: Osh / Ошская область: г. Ош; Batken province: Batken town / Баткен область: г. Баткен			
Expected duration of work/ Планируемая длительность работ	Within 3 months from the date of signing the contract / В течение 3 месяцев с даты подписания договора			
Target start date / Планируемая дата начала	October 2019 / Октябрь 2019 года			
Latest completion date/ Крайний срок завершения	January 2020 / Январь 2020 года			
Travels Expected/ Ожидаемые командировки	Destination/s/ Место/места назначения	Estimated Duration/ Планируемая длительность	Brief Description of Purpose of the Travel/ Краткое описание цели командировки	Target Date/s/ Планируемая дата/даты
	Jalal-Abad province: Kerben town / Джалал- Абадская область: г. Кербен	3 days/ 3 дня	Provision of trainings for law enforcement bodies and youth/ Проведение тренингов для правоохранительных органов и молодежи	To be confirmed after contract signing/ Подтверждается после подписания контракта
	Osh province: Osh / Ошская область: г.Ош	3 days/ 3 дня	Provision of trainings for law enforcement bodies and youth/ Проведение тренингов для правоохранительных органов и молодежи	To be confirmed after contract signing/ Подтверждается после подписания контракта

<sup>1</sup> A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements./ Если сведения, перечисленные в настоящем Приложении, не являются достаточными для полного описания характера работы и других требований, может быть приложено подробное ТЗ.

	Batken province: Batken town/ Баткенская область, г.Баткен	3 days/ 3 дня	Provision of trainings for law enforcement bodies and youth/ Проведение тренингов для правоохранительных органов и молодежи	To be confirmed after contract signing/ Подтверждается после подписания контракта
Implementation Schedule indicating breakdown and timing of activities/sub- activities/ График выполнения с разбивкой и указанием сроков всех видов работ	<input checked="" type="checkbox"/> Required / Требуется			
Names and curriculum vitae of individuals who will be involved in completing the services/ Имена и резюме лиц, занимающихся предоставлением услуг	<input checked="" type="checkbox"/> Required / Требуется			
Currency of Proposal/ Валюта предложения	<input checked="" type="checkbox"/> United States Dollars / Доллары США			
Value Added Tax on Price Proposal <sup>2</sup> / НДС по финансовому предложению	<input checked="" type="checkbox"/> Prices must be exclusive of VAT / Цены не должны включать НДС; <input checked="" type="checkbox"/> Prices should be indicated excluding VAT with reference to a letter of Ministry of Economy of the Kyrgyz Republic №14-2/1119 dd. 28.01.2019 with regard to international organizations enjoying preferential taxation in 2019 in the Kyrgyz Republic. / Цены должны быть указаны без НДС в соответствии с письмом Министерства экономики Кыргызской Республики №14-2/1119 от 28.01.2019 в отношении международных организаций, пользующихся правом льготного налогообложения на 2019 год в Кыргызской Республике. <input checked="" type="checkbox"/> Offers with prices provided not in line with the MoE's letter as indicated above are subject to rejection for further evaluation / Предложения, в которых цены предоставлены не в соответствии с вышеуказанным письмом МЭ, не будут допущены к последующей оценке.			
Validity Period of Proposals/ Срок действия предложения	<input checked="" type="checkbox"/> 90 days/ 90 дней In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal. / В исключительных случаях ПРООН может просить кандидата о продлении срока действия Предложения, первоначально указанного в данном ЗП. В таком случае, продление срока Предложения подтверждается в письменной форме, без внесения каких-либо изменений.			
Partial Quotes / Частичные котировки, коммерческие предложения	<input checked="" type="checkbox"/> Not permitted/ Не допускается			
Payment Terms <sup>3</sup> / Условия оплаты <sup>3</sup>				

<sup>2</sup> VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service. /Условия освобождения от уплаты НДС отличаются в разных странах. Проверьте, применимы ли они к требуемым услугам данного Странового офиса/Бизнес отдела ПРООН.

<sup>3</sup> UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider. / ПРООН предпочитает не выплачивать авансы по подписанию контракта. Если же Поставщик услуг настаивает на авансовом платеже, то он может составлять не более 20% от совокупной цены Предложения. На суммы свыше 20 процентов, или любой суммы, превышающей 30000,00 долларов США, ПРООН требует от Поставщика услуг предоставить банковскую гарантию или банковский чек на ту же сумму, что и авансовый платеж ПРООН Поставщику услуг.

	Outputs/ Результат	Percentage/ Результат	Timing/ Срок	Condition for Payment Release/ Условие осуществления оплаты
	Schedule of work prepared and agreed with relevant local authorities / План работы подготовлен и согласован с соответствующими органами местной власти	20%	Within 1 week after issuance of contract / в течение 1 недели после выпуска контракта	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance of the quality of the outputs; and b) Receipt of invoice from the Service Provider./  В течение тридцати(30) дней с момента выполнения следующих условий: а) Письменный документ о приеме ПРООН (т.е. не просто квитанция об оплате) качества результатов; и б) Получение от Поставщика услуг счета к оплате.
	Training materials prepared and submitted to UNDP / Тренинговые материалы подготовлены и представлены ПРООН  Report on two trainings conducted in Kerben has been prepared and approved by UNDP consisting of signed LOPs, agenda, training materials, photo and/or video materials as well as recommendations / Отчет с достигнутым результатом по тренингам проведенным в Кербене подготовлен и одобрен ПРООН, состоящий из списка подписанного участниками, программы, тренинговых материалов, фото и/или видео материалов, а также рекомендаций.	40%	Within 3 weeks after issuance of contract / в течение 3 недель после выпуска контракта	
	Final report on all conducted trainings has been prepared and approved by UNDP consisting of signed LOPs, agenda, training materials, photo and/or video materials as well as recommendations / Финальный отчет с достигнутым результатом по всем проведенным тренингам подготовлен и одобрен ПРООН, состоящий из списка подписанного участниками, программы, тренинговых материалов, фото и/или видео материалов, а также рекомендаций.	40%	Within 3 months after the contract issuance, but not later than 30 of January 2020 / В течение 3 месяцев после выхода контракта, но не позднее 30 января 2020	
✓ For local contractors in Kyrgyzstan UNDP shall effect payment in Kyrgyz Som based on the prevailing UN operational rate of exchange on the month of payment/ Для местных поставщиков Кыргызстана ПРООН будет производить оплату в Кыргызских сомах, используя при этом обменный курс ООН на момент оплаты; ✓ The prevailing UN operational rate of exchange is available for public from the following link: <a href="http://treasury.un.org/operationalrates/OperationalRates.aspx/">http://treasury.un.org/operationalrates/OperationalRates.aspx/</a> Обменный курс				

	ПРООН в свободном доступе имеется на ссылке: <a href="http://treasury.un.org/operationalrates/OperationalRates.aspx">http://treasury.un.org/operationalrates/OperationalRates.aspx</a> .
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment/ <u>Лицо (лица), ответственные за контроль/проверку/ утверждение результатов и оказанных услуг, и выдачу разрешения об оплате</u>	Peace Adviser, Projects Coordinator, UNDP Governance and Peacebuilding Programme/ Советник по вопросам миростроительства Программы ПРООН «Мир и развитие»
Type of Contract to be Signed/ Вид Контракта, который будет подписан	<input type="checkbox"/> Purchase Order/ <u>Заказ на закупку</u> <input checked="" type="checkbox"/> Contract for Services and /or Goods/ <u>Договор на закупку Товаров и / или оказание Услуг</u> <input type="checkbox"/> Contract for Services and /or Goods (Long-Term Agreement <sup>4</sup> )/ <u>Договор на закупку Товаров и / или оказание Услуг</u> <input type="checkbox"/> Other Type of Contract/ <u>Другой вид контракта</u>
Criteria for Contract Award/ Критерии для заключения контракта	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) / <u>Наивысшая совокупная оценка (на основе следующего удельного распределения значимости оценки: техническое предложение (70%) и финансовое предложение (30%))</u> <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal./ <u>Полное признание Общих условий и положений контрактов ПРООН (ОУПК). Это является обязательным критерием, который должен присутствовать независимо от характера требуемых услуг. Отказ от принятия ОУПК может быть основанием для отклонения Предложения.</u>
Criteria for the Assessment of Proposal / Критерии оценки Предложения	<u><b>Technical Proposal (70%)/ Техническое предложение (70%)</b></u> <input checked="" type="checkbox"/> Expertise of the Firm 10% / <u>Опыт фирмы 10%</u> <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 15% / <u>Методы, соответствие условиям и срокам Графика Выполнения 15%</u> <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 45% / <u>Структура управления и квалификация ключевого персонала 45%</u>  <u><b>Financial Proposal (30%) / Финансовое предложение (30%)</b></u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP./ <u>Рассчитывается как отношение цены Предложения к самой низкой цене среди всех предложений, полученных ПРООН.</u>
UNDP will award the contract to:/ ПРООН заключит контракт с:	<input checked="" type="checkbox"/> One and only one Service Provider/ <u>Одним и только одним Поставщиком услуг.</u>
<b>Required Documents that must be Submitted to Establish Qualification of Proposers / Документы, которые должны быть поданы для подтверждения квалификации Претендентов</b>	<input checked="" type="checkbox"/> Duly Accomplished Form for submitting service provider's technical and financial proposals as provided in Annex 2 and 3 and also all supporting documents requested in Annex 2 and 3, and in accordance with the list of requirements in Annex 1 / <u>Должным образом заполненные формы заявок для представления технического и финансового предложений (Приложения 2 и 3), а также сопутствующие документы, требуемые в Приложениях 2 и 3, в соответствии с перечнем требований в Приложении 1;</u> <input checked="" type="checkbox"/> Legal entity certificate from the relevant authority (enclose a copy) / <u>Свидетельство о регистрации юридического лица от соответствующего органа (приложить копию);</u> <input checked="" type="checkbox"/> Experience in providing trainings for law enforcement agencies and/or public authorities (to attach at least 1 contract) / <u>Опыт по проведению тренингов для правоохранительных органов и/или государственных инсититутов (приложить копию как минимум одного контракта).</u>

<sup>4</sup> Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$150,000.00.



	<input checked="" type="checkbox"/> Methodology contains basic information as pertinent to implement the assignment (not more than 1.5 pages) / <b>Методология содержит базовую информацию, в части касающейся реализации данного технического задания (не более 1,5 страниц);</b> <input checked="" type="checkbox"/> Detailed calendar plan of actions to implement all activities within TOR / <b>Детальный календарный план по реализации всех мероприятий в рамках ТЗ.</b> <input checked="" type="checkbox"/> Curriculum vitae and copies of diploma of key experts indicated in ToR / <b>Резюме и копии дипломов ключевых экспертов, указанных в ТЗ.</b> <input checked="" type="checkbox"/> Other relevant documents, as requested in the Terms of Reference / <b>Другие необходимые документы в соответствии с требованиями Технического задания</b>
Liquidated Damages / <b>Договорная неустойка:</b>	<input checked="" type="checkbox"/> 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 / <b>0,5% от суммы контракта за каждый день просрочки максимальной длительностью до 20 календарных дней. После этого действие контракта может быть прекращено</b>
Annexes to this RFP <sup>5</sup> / <b>Приложения к ЗП<sup>6</sup></b>	<input checked="" type="checkbox"/> Form for Submission of Technical Proposal (Annex 2) / <b>Форма заявки представления Технического Предложения (Приложение 2);</b> <input checked="" type="checkbox"/> Form for Submission of Financial Proposal (Annex 3) / <b>Форма заявки представления Финансового Предложения (Приложение 3);</b> <input checked="" type="checkbox"/> Detailed TOR (Annex 4) / <b>Подробное ТЗ (Приложение 4)</b> <input checked="" type="checkbox"/> Offeror's information form (Annex 5)/ <b>Информация об участнике торгов (Приложение 5).</b> <input checked="" type="checkbox"/> Contract template (Annex 6) / <b>Пример контракта (Приложение 6).</b> <input checked="" type="checkbox"/> General Terms and Conditions (Annex 7)/ <sup>6</sup> <b>Общие условия и положения (Приложение 7)</b>
Contact Person for Inquiries (Written inquiries only) <sup>7</sup> / <b>Контактное лицо для информации (Только для письменных вопросов)<sup>8</sup></b>	Email/Е-мэйл: <a href="mailto:procurement.osh@undp.org">procurement.osh@undp.org</a>  Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers./ <b>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</b>

#### **Evaluation and comparison of proposals. / Оценка и сравнение предложений**

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

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

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

**Общая оценка = техническая оценка + финансовая оценка.**

Technical Criteria weight - 70%, 700 scores maximum / **Мера технических критериев - 70%, 700 максимальных баллов.**

Financial Criteria weight - 30%. 300 scores maximum / **Мера финансовых критериев - 30%. 300 максимальных баллов.**

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

<sup>5</sup> Where the information is available in the web, a URL for the information may simply be provided. / **Поставщики услуг предупреждены, что непринятие Общих условий и положений (ОУПК) может быть основанием для дисквалификации в конкурсе на предоставление услуг.**

<sup>6</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process. **Поставщики услуг предупреждены, что непринятие Общих условий и положений (ОУПК) может быть основанием для дисквалификации в конкурсе на предоставление услуг.**

<sup>7</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received./ **Данное контактное лицо и адрес официально назначаются ПРООН. Если запросы отправляются другим лицам или по другим адресам, даже если они являются сотрудниками и адресами сотрудников ПРООН, ПРООН не обязана ни отвечать на подобные запросы, ни подтверждать, что запрос был получен.**



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

*P=points for the financial proposal being evaluated*

*Y=maximum number of points for the financial proposal*

*L= price of the lowest price proposal*

*Z=price of the proposal being evaluated*

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

$$P=Y*(L/Z), \text{ где}$$

P=баллы за оцениваемое финансовое предложение

Y= максимальное количество баллов за финансовое предложение

L= минимальное финансовое предложение

Z= цена рассматриваемого финансового предложения

The contract will be awarded to the Offeror who obtains the maximal points combined scope of Technical and Financial proposals / Контракт будет присужден компании набравшей максимальный балл суммы Финансового и Технического предложений.

#### **Minimum Eligibility Criteria/ Минимальные критерии правомочности участия**

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

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

- **Legal entity certificate from the relevant authority / Свидетельство о регистрации юридического лица от соответствующего органа**

Evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% (490) of the obtainable score of 700 points in the evaluation of the technical proposals/ Оценка технического предложения подлежит завершению до вскрытия и сравнения любого финансового предложения. Ценовое предложение вскрывается только при получении минимального технического балла 70% (490) из достижимых 700 пунктов в оценке технического предложения.

#### **Technical Evaluation. / Техническая оценка.**

Technical proposal is evaluated on the basis of its responsiveness to the ToR (Annex 4) and based on the following «Technical Proposal Evaluation» Form: / Техническое предложение будет рассмотрено согласно соответствию ТЗ (Приложение 4), на основе следующей формы «Оценка Технического предложения»:

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of the Firm / Опыт фирмы	10%	100					
2.	Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan / Методы, соответствие условиям и срокам Графика Выполнения	15%	150					
3.	Qualification of Key Personnel / Квалификация ключевого персонала	45%	450					
<b>Total</b>			<b>700</b>					

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of the Firm/Опыт фирмы							
1.1	Experience in providing trainings for law enforcement agencies and/or public authorities (to attach at least 1 contract) / Опыт по проведению тренингов для правоохранительных органов и/или государственных инсититутов (приложить копию как минимум одного контракта).  For each relevant contract– 20 points, but not more than 100 points in total / За каждый соответствующий контракт - 20 баллов, итого не более 100 баллов	100					
		100					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan /Методы, соответствие условиям и срокам Графика Выполнения							
2.1	Methodology contains basic information as pertinent to implement the assignment (not more than 1.5 pages) / Методология содержит базовую информацию, в части касающейся реализации данного технического задания (не более 1,5 страниц);  Excellent / Высокий – 70-100 Good / Хорошо – 50-69 Satisfactory / Удовлетворительно –30-49 Poor / Плохо – 1-29 No submission / Не представлено - 0	100					
2.2	Detailed calendar plan of actions to implement all activities within TOR / Детальный календарный план по реализации всех мероприятий в рамках ТЗ.	50					
		150					

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Management Structure and Qualification of Key Personnel / Структура управления и квалификация ключевого персонала							
3.1	Team leader/Организатор	Max 90					
	Degree in law or social science / Высшее образование в области права или социальных наук	10					
	Relevant experience in organization of trainings / Соответствующий опыт работы в организации тренингов  For each year of relevant working experience – 10 points, but not more than 70 points in total / За каждый год соответствующего опыта работы – 10 баллов, итого не более – 70 баллов	70					
	Fluent in Russian language / Свободное владение русским языком	5					
	Fluent in Kyrgyz language / Свободное владение кыргызским языком	5					
3.2	Expert #1 in training and preparation of training modules on criminal law / Эксперт №1 по обучению и подготовке тренинговых модулей в сфере уголовного права:	Max 120					
	Degree in law or social sciences / Высшее образование в области права или социальных наук.	10					
	Relevant experience in the field of human rights and/or criminal law / Соответствующий опыт работы в сфере прав человека и/или уголовного права.	40					

	For each year of relevant working experience – 5 points, but not more than 40 points in total / За каждый год соответствующего опыта работы - 5 баллов, итого не более – 40 баллов						
	Teaching and training experience for law enforcement and/or youth / Опыт преподавания и ведения тренингов для правоохранительных структур и/или молодежи.  For each year of relevant working experience – 10 points, but not more than 60 points in total / За каждый год соответствующего опыта работы - 10 баллов, итого не более – 60 баллов	60					
	Fluent in Russian language / Свободное владение русским языком	5					
	Fluent in Kyrgyz language / Свободное владение кыргызским языком	5					
3.3	<b>Expert #2 in training and preparation of training modules on criminal procedural law/ Эксперт №2 по обучению и по подготовке тренинговых модулей по уголовному процессуальному праву:</b>	Max 120					
	Degree in law or social sciences / Высшее образование в области права или социальных наук;	10					
	Relevant experience in the field of human rights and/or criminal procedural law / Соответствующий опыт работы в сфере прав человека и/или уголовного процессуального права.  For each year of relevant working experience – 5 points, but not more than 40 points in total / За каждый год соответствующего опыта работы - 5 баллов, итого не более – 40 баллов	40					
	Relevant experience in the field of youth education and/or content development / Соответствующий опыт работы в сфере молодежного обучения и/или разработки контента.  For each guideline developed, research conducted or other information material developed – 10 points, but no more than 60 points in total / За каждое разработанное руководство, проведенное исследование или разработанный информационный материал – 10 баллов, итого не более – 60 баллов	60					
	Fluent in Russian language / Свободное владение русским языком	5					
	Fluent in Kyrgyz language / Свободное владение кыргызским языком	5					
3.4	<b>Expert #3 in training and preparation of training modules on judicial reform: / Эксперт №3 по обучению и по подготовке тренинговых модулей и проведению тренингов в области судебно-правовой реформы:</b>	Max 120					
	Degree in law or social sciences / Высшее образование в области права или социальных наук.	10					
	Relevant experience in the field of human rights and/or access to justice/ Соответствующий опыт работы в сфере прав человека и/или доступа к правосудию.  For each year of relevant working experience – 5 points, but not more than 40 points in total / За каждый год соответствующего опыта работы - 5 баллов, итого не более – 40 баллов	40					
	Relevant experience in the field of content development on judicial reform / Соответствующий опыт работы в сфере разработки контента в области судебно-правовой реформы.  For each guideline developed and/or research conducted and/or other information material developed – 10 points, but no more than 60 points in total/ За каждое разработанное руководство и/или проведенное исследование и/или разработанный информационный материал – 10 баллов, итого не более – 60 баллов.	60					

	Fluent in Russian language / <a href="#">Свободное владение русским языком</a>	5					
	Fluent in Kyrgyz language / <a href="#">Свободное владение кыргызским языком</a>	5					
		450					

**FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL<sup>8</sup>/ ФОРМА ЗАЯВКИ ДЛЯ ПРЕДСТАВЛЕНИЯ  
ТЕХНИЧЕСКОГО ПРЕДЛОЖЕНИЯ ПОСТАВЩИКА УСЛУГ<sup>9</sup>**

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>9</sup>)/ (Эта форма должна быть отправлена только на официальном бланке Поставщика услуг )*

[insert: Location].

[insert: Date]

[Вставить: Место]

[Вставить: Дата]

To: UNDP / Кому: ПРООН]

Dear Sir/Madam:/ Уважаемый г-н/ г-жа:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the **RFP SDG 19/024 dd 13.09.2019**, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :/ Мы, нижеподписавшиеся, настоящим предлагаем оказание ПРООН следующих услуг в соответствии с требованиями, определенными в **ЗП SDG 19/024 от 13.09.2019** и всех приложениях к нему, а также Общими условиями и положения контрактов ПРООН:

**A. Qualifications of the Service Provider / Квалификация Поставщика услуг:**

*The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following / Поставщик услуг должен описать и объяснить, каким образом и почему он является лучшим кандидатом, удовлетворяющим требованиям ПРООН, указав следующее:*

- Legal entity certificate from the relevant authority (enclose a copy) / Свидетельство о регистрации юридического лица от соответствующего органа (приложить копию);
- Experience in providing trainings for law enforcement agencies and/or public authorities (to attach at least 1 contract) / Опыт по проведению тренингов для правоохранительных органов и/или государственных инсититутов (приложить копию как минимум одного контракта);
- Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references / Репутация – список клиентов на аналогичные услуги, требуемые ПРООН, описание целей контракта, длительность, стоимость, наименование контакта;
- Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List / Собственная письменная декларация, что компания не находится в списке Совета Безопасности ООН 1267/1989, списке Отдела закупок ООН или других списках дисквалификации ООН.

**B. Proposed Methodology for the Completion of Services / Предлагаемые методы выполнения услуг:**

*The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.*

*Поставщик услуг должен описать, каким образом он будет выполнять требования ЗП; с предоставлением подробного описания основных характеристик выполнения работ, осуществляемых механизмов отчетности и*

<sup>8</sup> This serves as a guide to the Service Provider in preparing the Proposal./ Это является Руководством для поставщика услуг в подготовке Предложения.

<sup>9</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes/ На официальном бланке необходимо указать контактные данные – адреса, адрес электронной почты, номера телефона и факса – в целях проверки.

обеспечения качества, а также обоснования целесообразности предлагаемых методов в контексте местных условий и вида работы:

- Methodology contains basic information as pertinent to implement the assignment (not more than 1.5 pages) / Методология содержит базовую информацию, в части касающейся реализации данного технического задания (не более 1,5 страниц);
- Detailed calendar plan of actions to implement all activities within TOR / Детальный календарный план по реализации всех мероприятий в рамках ТЗ.

**C. Qualifications of Key Personnel/ Квалификация ключевого персонала:**

The Service Provider must provide Resume and copies of diplomas of below listed key personnel/

По требованию ЗП Поставщик услуг должен представить резюме и копии дипломов указанных экспертов:

**Team leader / Руководитель команды:**

- Degree in law or social science / Высшее образование в области права или социальных наук;
- Relevant experience in organization of trainings / Соответствующий опыт работы в организации тренингов;
- Fluent in Russian language / Свободное владение русским языком;
- Fluent in Kyrgyz language / Свободное владение кыргызским языком.

**Expert #1 in training and preparation of training modules on criminal law / Эксперт №1 по обучению и подготовке тренинговых модулей в сфере уголовного права:**

- Degree in law or social sciences / Высшее образование в области права или социальных наук;
- Relevant experience in the field of human rights and/or criminal law / Соответствующий опыт работы в сфере прав человека и/или уголовного права;
- Teaching and training experience for law enforcement and/or youth / Опыт преподавания и ведения тренингов для правоохранительных структур и/или молодежи;
- Fluent in Russian language / Свободное владение русским языком;
- Fluent in Kyrgyz language / Свободное владение кыргызским языком.

**Expert #2 in training and preparation of training modules on criminal procedural law / Эксперт №2 по обучению и по подготовке тренинговых модулей по уголовному процессуальному праву:**

- Degree in law or social sciences / Высшее образование в области права или социальных наук;
- Relevant experience in the field of human rights and/or criminal procedure law / Соответствующий опыт работы в сфере прав человека и/или уголовного процессуального права.
- Relevant experience in the field of youth education and/or content development / Соответствующий опыт работы в сфере молодежного обучения и/или разработки контента;
- Fluent in Russian language / Свободное владение русским языком;
- Fluent in Kyrgyz language / Свободное владение кыргызским языком.

**Expert #3 in training and preparation of training modules on judicial reform / Эксперт №3 по обучению и по подготовке тренинговых модулей и проведению тренингов в области судебно-правовой реформы:**

- Degree in law or social sciences / Высшее образование в области права или социальных наук.
- Relevant experience in the field of human rights and access to justice/ Соответствующий опыт работы в сфере прав человека и/или доступа к правосудию.
- Relevant experience in the field of content development on judicial reform / Соответствующий опыт работы в сфере разработки контента в области судебно-правовой реформы
- Fluent in Russian language / Свободное владение русским языком;
- Fluent in Kyrgyz language / Свободное владение кыргызским языком.

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

Other Information pertaining to our Quotation are as follows: / Другая информация, касающаяся нашего Предложения:	Your Responses / Ваш ответ	
	Yes, we will comply / Да, мы выполним/ подтверждаем	No, we cannot comply / Нет, мы не выполним
Confirmation of requirements set in TOR / Подтверждение условий ТЗ		
Expected duration of work /Планируемая длительность работ 3 months (October 2019 - January 2020) / 3 месяца (Октябрь 2019 - Январь 2020)		
Payment Terms / Условия оплаты: ✓ For local contractors in Kyrgyzstan UNDP shall effect payment in Kyrgyz Som based on the prevailing UN operational rate of exchange on the month of payment/ Для местных поставщиков Кыргызстана ПРООН будет производить оплату в Кыргызских сомах, используя при этом обменный курс ООН на момент оплаты; ✓ The prevailing UN operational rate of exchange is available for public from the following link: <a href="http://treasury.un.org/operationalrates/OperationalRates.aspx/">http://treasury.un.org/operationalrates/OperationalRates.aspx/</a> Обменный курс ПРООН в свободном доступе имеется на ссылке: <a href="http://treasury.un.org/operationalrates/OperationalRates.aspx">http://treasury.un.org/operationalrates/OperationalRates.aspx</a>		
Currency of Proposal / Валюта предложения United States Dollars (US\$) / Доллары США		
Value Added Tax on Price Proposal/ НДС по финансовому предложению: Prices must be exclusive of VAT / Цены не должны включать НДС; Prices should be indicated excluding VAT with reference to a letter of Ministry of Economy of the Kyrgyz Republic №14-2/1119 dd. 28.01.2019 with regard to international organizations enjoying preferential taxation in 2019 in the Kyrgyz Republic. / Цены должны быть указаны без НДС в соответствии с письмом Министерства экономики Кыргызской Республики №14-2/1119 от 28.01.2019 в отношении международных организаций, пользующихся правом льготного налогообложения на 2019 год в Кыргызской Республике. Offers with prices provided not in line with the Ministry of Economy letter as indicated above are subject to rejection for further evaluation Предложения, в которых цены предоставлены не в соответствии с вышеуказанным письмом Министерства экономики не будут допущены к последующей оценке.		
Validity Period of Proposals/Срок действия предложения: 90 days/90 дней		
Liquidated Damages / Договорная неустойка: 0.5% of contract value for every day of delay, up to a maximum duration of calendar 20 calendar days. Thereafter, the contract may be terminated / 0,5% от суммы контракта за каждый день просрочки максимальной длительностью до 20 календарных дней. После этого действие контракта может быть прекращено		
Proposer's confirmation that: / Подтверждение Участника о том, что: 1. It has no any controlling partner, director or shareholder in common with other Proposer under this RFP process; or / Он не имеет общего контролирующего партнера, директора или акционера с другим Участником в рамках данного тендерного процесса; или 2. It does/did not receive any direct or indirect subsidy from the other/s Proposer under this RFP process; or / Он не получает или получал прямую		



<p>или непрямую субсидию от другого Участника данного тендерного процесса; или;</p> <p>3. Its legal representative does not represent other Proposer(s) for purposes of this RFP; or / Для целей настоящего ЗП юридический представитель Участника не представляет интересы другого Участника данного тендерного процесса; или;</p> <p>4. It has no a relationship with other Proposer(s) under this PRF process, directly or through common third parties, that puts in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process; / Он не имеет взаимоотношений с другими Участником(ами) данного тендерного процесса напрямую или через общие третьи стороны, которые позволяют доступ к информации о предложении или возможности повлиять на предложение другого участника в отношении данного процесса ЗП;</p> <p>5. It is not a subcontractor to any other Proposer under this RFP process and any of proposed subcontractors do not submit another Proposal under its name as a lead Proposer; or / Он не является субподрядчиком другого Участника данного тендерного процесса и предложенный(ые) субподрядчик(и) не подает(ют) отдельное предложение под своим именем в качестве ведущего заявителя; или</p> <p>6. Proposed experts to be in the team do not participate in other Proposals received for this RFP process. / Эксперты, предлагаемые в составе команды не участвуют в других предложениях, полученного в рамках настоящего процесса ЗП.</p>		
<p>All Provisions of the UNDP General Terms and Conditions / Все условия Общих условий и положений ПРООН</p>		

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

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

Designation/ Должность

Date/ Дата

**FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL<sup>10</sup>/**  
**ФОРМА ЗАЯВКИ ДЛЯ ПРЕДСТАВЛЕНИЯ ФИНАНСОВОГО ПРЕДЛОЖЕНИЯ ПОСТАВЩИКА УСЛУГ**

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>11</sup>)*  
*(Эта форма должна быть отправлена только на официальном бланке Поставщика услуг)*

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

Location/Место  
Date/Дата

To: UNDP / ПРООН  
 Dear Sir/Madam/Уважаемый г-н/ г-жа:

We, the undersigned, hereby present the Financial Offer for the services to be rendered under the RFP SDG 19/024 dd 13.09.2019. Мы, нижеподписавшиеся, настоящим предоставляем финансовое предложение на оказание ПРООН услуг в соответствии с ЗП: SDG 19/024 от 13.09.2019

**E. Cost Breakdown per Deliverable\*/ Разбивка расходов по результатам выполнения работ\***

	<b>Deliverables</b> <i>[list them as referred to in the RFP]/</i> <i>Результаты [перечислить, согласно тому, как указано в ЗП]</i>	<b>Percentage of Total Price</b> <i>(Weight for payment)/</i> <i>Процентная доля от общей цены (Объем для оплаты)</i>	<b>Price</b> <i>(Lump Sum, All Inclusive)/</i> <i>Цена (Общая сумма, включая всё)</i>
1	Deliverable 1/ Результат 1, выходной продукт		
2	Deliverable 2/ Результат 2, выходной продукт		
3	Deliverable 3/ Результат 4, выходной продукт		
			100 %

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

**F. Cost Breakdown by Cost Component [This is only an Example]: / Разбивка расходов по составляющим компонентам расходов [только в качестве примера]:**

<b>Description of Activity/ Описание деятельности</b>	<b>Remuneration per Unit of Time/ Оплата за единицу времени</b>	<b>Total Period of Engagement/ Общая длительность услуг</b>	<b>No. of Personnel/ Кол-во сотрудников</b>	<b>Total Rate / Общая ставка</b>
<b>I. Personnel Services / Услуги персонала</b>				
1. Services from Home Office/ Услуги головного офиса				

<sup>10</sup> This serves as a guide to the Service Provider in preparing the Proposal/Это является Руководством для поставщика услуг в подготовке Предложения.

<sup>11</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes /На официальном бланке необходимо указать контактные данные – адреса, адрес электронной почты, номера телефона и факса – в целях проверки.

a. Expertise 1/ <i>Услуга 1</i>				
b. Expertise 2/ <i>Услуга 2</i>				
2. Services from Field Offices/ <i>Услуги полевых офисов</i>				
a . Expertise 1/ <i>Услуга 1</i>				
b. Expertise 2 / <i>Услуга 2</i>				
3. Services from Overseas/ <i>Услуги из-за рубежа</i>				
a. Expertise 1/ <i>Услуга 1</i>				
b. Expertise 2/ <i>Услуга 2</i>				
<b>II. Out of Pocket Expenses/</b> <b><i>Командировочные расходы</i></b>				
1. Travel Costs/ <i>Стоимость проезда</i>				
2. Daily Allowance/ <i>Суточное денежное довольствие</i>				
3. Communications/ <i>Связь</i>				
4. Reproduction/ <i>Копирование документов</i>				
5. Equipment Lease/ <i>Аренда оборудования</i>				
6. Others/ <i>Иное</i>				
<b>III. Other Related Costs/ <i>Иные расходы, связанные с выполнением работ</i></b>				

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

*[Designation]*

*[Date]*

*[Имя и подпись уполномоченного лица Поставщика услуг]*

*[Должность]*

*[Дата]*

## TERMS OF REFERENCE

Project Name / Название проекта	"Promoting Kyrgyzstan's Youth Cohesion and Interaction towards Uzbekistan" (PID 00113115) / «Продвижение согласия и сотрудничества молодежи Кыргызстана и Узбекистана» (номер проекта 00113115)
Short title of Assignment / Краткое название задания:	Conducting short-term trainings on effective gender and age sensitive criminal investigative procedures for young men and women living in border areas/Проведение краткосрочных тренингов по процедурам расследования с учетом возрастных и гендерных особенностей в приграничных населенных пунктах.
Duty station / Локация:	Jalal-abad province: Kerben town / Жалал-Абадская область: г. Кербен; Osh province: Osh / Ошская область: г. Ош; Batken province: Batken town / Баткен область: г. Баткен
Type of Contract / Вид контракта:	Contract for goods and/or services / Контракт на товары и/или услуги
Duration of Contract / Продолжительность контракта:	3 months upon signing the contract / 3 месяцев с момента подписания контракта

## BACKGROUND/ПРЕДЫСТОРИЯ

The United Nations Development Program (UNDP) as a development agency and a partner organization is promoting national capacity building activities, so to facilitate that relevant institutional system, knowledge and resources for Disaster Risk Reduction./Программа развития ООН в Кыргызской Республике (ПРООН), являясь агентством в области развития и партнерской организацией, содействует деятельности по наращиванию национального потенциала для улучшения институциональной системы, знаний и ресурсов в области снижения опасности бедствий.

In this regard, UNDP in the Kyrgyz Republic launched a PBF-funded UNICEF/UNDP.UNFPA joint project on "Promoting Kyrgyzstan's youth cohesion and interaction towards Uzbekistan". By supporting the Kyrgyz authorities in the implementation of cooperation plans between Kyrgyz provinces and their Uzbek counterparts the project aims to improve the social cohesion of border areas and beyond with catalytic effects across the entire country. Activities span from the improvement of cultural exchanges, youth interactions reaching out also to cooperation with Ombudsman institution and the Prosecution office to the further development of such plans with a more inclusive participation of the youth. The project takes stock of the momentum in the cooperation between the two States and aims at entrenching positive peace factors./ В этой связи ПРООН в Кыргызской Республике реализует совместно с ЮНИСЕФ и ЮНФПА при финансировании Фонда Миростроительства ООН проект: «Продвижение согласия и сотрудничества Кыргызстана и Узбекистана». Поддерживая власти Кыргызстана по реализации планов сотрудничества между Кыргызстаном и Узбекистаном, проект направлен на улучшение социального единства в приграничных областях с оказанием каталитического воздействия на всю страну. Мероприятия включают улучшение культурного обмена, общение молодежи, сотрудничество с Институтом Омбудсмана и прокуратурой. Проект учитывает мирное сотрудничество между двумя государствами и стремится укрепить позитивные явления.

Within the framework of the project, UNDP will/В рамках проекта ПРООН оказывает содействие в:

- Build capacities of service providers, justice, rule of law and ombudsman institutions (Osh, Jalal-Abad and Batken branches) and strengthen the complaint mechanism to enhance young women's and men's access to services, justice and increase trust, with learning from the collaborative arrangements of similar institutions./ Построении потенциала поставщиков услуг в области отправления правосудия, верховенства права, деятельности института Омбудсмана (Ошская, Джалал-Абадская и Баткенская области) и усилении механизма подачи

жалоб для улучшения доступа молодых мужчин и женщин к услугам в области правосудия и повышения доверия с использованием опыта совместных мероприятий аналогичных учреждений.

- Build capacities of law enforcement and security agencies, rule of law, human rights, justice institutions, and relevant service providers to improve age and gender sensitive investigation procedures./Построении потенциала сотрудников правоохранительных органов и органов в области безопасности, установления верховенства права, прав человека, отправления правосудия и ответственных поставщиков услуг для улучшения следственных процедур с фокусом на гендерную и возрастную чувствительность.

– The project aims to strengthen law enforcement capacities on effective gender and age sensitive criminal investigative procedures for young men and women living in border areas, to increase trust and youth access to complaint mechanisms through training and capacity building of law enforcement (Police and Prosecutors) from 9 pilot municipalities of Osh, Jalal-Abad and Batken provinces./ Проект нацелен на усиление потенциала правоохранительных органов в части повышения эффективности следственных процедур с учетом гендерных и возрастных особенностей для молодых мужчин и женщин, проживающих в приграничных районах, направленного на повышение уровня доверия и доступа молодежи к механизмам подачи жалоб посредством тренингов для правоохранительных органов (сотрудников полиции и органов прокуратуры) из 9 пилотных муниципалитетов Ошской, Джалал-Абадской и Баткенской областей.

The training program under the Project has to be designed with special focus on imparting special skills and training to law enforcement personnel to handle the age and gender-sensitive criminal investigation procedures more effectively; gaining the confidence of victims./ Тренинговая программа в рамках данного проекта должна быть подготовлена с фокусом на выработку специальных навыков и умений для сотрудников правоохранительных органов для обеспечения эффективности при проведении следственных процедур с учетом гендерных и возрастных особенностей, таким образом достигая доверие жертв нарушений прав.

Therefore, to strengthen the institutional capacity of service providers, UNDP in the Kyrgyz Republic is supporting capacity development of the legal officers, prosecution officers and the law enforcement body to provide gender and age sensitive services to young men and women. In order to ensure effective gender and age sensitive investigative procedures UNDP in the Kyrgyz Republic is seeking for a company to develop and organize short-term trainings on effective gender and age sensitive criminal investigative procedures for young men and women living in border areas./ В этой связи, для усиления институционального потенциала поставщиков правовых услуг, ПРООН в Кыргызской Республике поддерживает развитие потенциала юристов, сотрудников органов прокуратуры и правоохранительных органов для предоставления ими услуг с учетом гендерных и возрастных особенностей молодых мужчин и женщин. Для обеспечения эффективности следственных процедур с учетом гендерных и возрастных особенностей ПРООН в Кыргызской Республике ищет организацию для разработки и организации краткосрочных тренингов по эффективным следственным процедурам с учетом гендерных и возрастных особенностей для молодых мужчин и женщин, проживающих в приграничных районах.

#### PURPOSE/ ЦЕЛЬ

Develop training modules/methodology and organize 2 days - training for police, prosecution officers, youth officers (children's officer) (other relevant persons authorized to conduct an investigation) and sensitizing them on issues relating to the specificities of age and gender investigation procedures in the pre-trial stage, at the trial stage / Разработать тренинговые модули/методологию и организовать тренинги для уполномоченных должностных лиц органа дознания (дознавателей, инспекторов ИДН), следователей, (других ответственных лиц, уполномоченных проводить расследование по преступлениям и проступкам) и повысить информированность относительно специфики процедур расследования с учетом возрастных и гендерных особенностей на досудебной и судебной стадии.

Develop training modules/methodology and organize 1 day - training for youth living in border area aimed at increasing awareness on rights relating to the specificities of age and gender investigation procedures as well as complaint mechanisms/ Разработать тренинговые модули/методологию и организовать тренинги для молодежи, живущей в приграничных районах с целью повышения информированности относительно прав при процедурах расследования с учетом возрастных и гендерных особенностей, а также процедур подачи жалоб.

## SCOPE OF WORK/ ОБЪЕМ РАБОТЫ

1. In order to improve the competence and qualifications of police, prosecution officers, youth officer (children's officer) and sensitizing them on issues relating to the specificities of age and gender investigation procedures in the pre-trial stage, at the trial stage, court enforcement proceedings, the UNDP Bishkek Office organizes in 1 stage (October 2019 – January 2020) short-term training (2 days training for 20-25 persons including transport, food and accommodation) for law enforcement, prosecution officers and police on issues relating to the specificities of age and gender investigation procedures in the pre-trial stage, at the trial stage, court enforcement proceedings. Training shall take place in Kerben, Osh and Batken towns accordingly / В целях содействия повышения компетенции и квалификации уполномоченных должностных лиц органа дознания (дознавателей, инспекторов ИДН) следователей (других релевантных уполномоченных лиц органов правоохраны) Офис ПРООН в г.Бишкек организует в 1 этап (октябрь 2019 – январь 2020 г.) краткосрочные тренинги (2-х дневный тренинг, включая транспорт, питание, размещение для не менее 20-25 человек) для сотрудников правоохранительных органов, органов прокуратуры и милиции по процедурам расследования с учетом возрастных и гендерных особенностей на досудебной стадии. Тренинги должны быть проведены в Кербене, Оше и Баткене соответственно.

- ✓ The Contractor develops concept note for all training materials to be approved by respective national partners and/or working groups and UNDP project/ Подрядчик разрабатывает концепцию по проведению тренингов и одобряет их с соответствующими национальными партнерами и/или рабочими группами, а также проектом ПРООН;
- ✓ The Contractor develops interactive and detailed training modules/training session plan and all accompanying background material for the delivery of training/ Подрядчик разрабатывает интерактивный и детальный тренинговый модуль/тренинговую сессию и все сопутствующие материалы для проведения тренинга
- ✓ The Contractor develops a detailed evaluation of the modules by the participants so that the training materials can be improved according to the participant feedback/ Подрядчик разрабатывает модуль оценки тренинга для получения обратной связи от участников тренинга и дальнейшего улучшения тренингового материала.
- ✓ The Contractor develops a report (max. 10 pages) outlining the main opportunities, challenges, remaining needs and suggested way forward for the development of gender and age sensitive legal service provision/Подрядчик готовит отчет с указанием основных возможностей, сложностей, нуждах и возможных рекомендациях по улучшению правовой помощи с учетом возрастных и гендерных особенностей.
- ✓ The Contractor develops materials on the following topics, but not limited to/ Подрядчик разрабатывает материалы по следующим темам, но не ограничивается только ими:
  - Gender sensitive investigation procedures according to actual legislation of the Kyrgyz Republic/ Процедуры расследования на досудебной стадии с учетом гендерных особенностей согласно актуальному законодательству КР (гендерные аспекты в Уголовном кодексе и УПК);
  - Age sensitive investigation procedures according to actual legislation of the Kyrgyz Republic/ Процедуры расследования с учетом возрастных особенностей согласно актуальному законодательству КР. Ювенальная юстиция и ответственность несовершеннолетних (согласно УК и УПК).
- ✓ The Contractor provides comprehensive report on trainings conducted (see task 1)/Подрядчик предоставляет полноценный отчет по проведенным тренингам (смотреть задание 1).

2. In order to increase legal awareness of youth living in border areas on rights relating to the specificities of age and gender investigation procedures as well as complaint mechanisms the Contractor together with the UNDP Bishkek Office organizes in 1 stage (October 2019 – January 2020) short-term training (1 day training including transport, food and accommodation for at least 20-25 young men and women) Training shall take place in Kerben, Osh and Batken towns accordingly / Для повышения правовой грамотности молодежи, проживающей в приграничных районах по правам относительно прав при процедурах расследования преступлений и проступков с учетом возрастных и гендерных особенностей, а также процедур подачи жалоб, Подрядчик совместно с Офисом ПРООН в г.Бишкек организует в 1 этап (октябрь 2019 – январь 2020 г.) краткосрочные тренинги (1- дневный тренинг, включая транспорт, питание, размещение для не менее 20-25 молодых мужчин и женщин). Тренинги должны быть проведены в Кербене, Оше и Баткене соответственно.

- ✓ The Contractor in conjunction with its hired trainers develops concept note for all training materials to be approved by respective national partners and/or working groups and UNDP project / Подрядчик совместно со своими нанятыми тренерами разрабатывает концепцию для всех тренинговых материалов и одобряет их с соответствующими национальными партнерами и/или рабочими группами, а также проектом ПРООН;
- ✓ The Contractor develops interactive and detailed training modules/training session plan and all accompanying background material for the delivery of training and be specifically adapted to youth audience / Подрядчик

разрабатывает интерактивный и детальный тренинговый модуль/тренинговую сессию и все сопутствующие материалы для проведения тренинга, специально адаптированные для молодежной аудитории.

- ✓ The Contractor develops a detailed evaluation of the modules by the participants so that the training materials can be improved according to the participant feedback/ Подрядчик разрабатывает модуль оценки тренинга для получения обратной связи от участников тренинга и дальнейшего улучшения тренингового материала.
- ✓ The Contractor develops a pre- and post- test to check if participants improved their knowledges and skills. / Подрядчик разрабатывает пре- и пост- для оценки улучшения уровня знаний участников тренинга.
- ✓ The Contractor develops a report (max. 10 pages) outlining the main opportunities, challenges, remaining needs and suggested way forward for the development of gender and age sensitive legal service provision/Подрядчик разрабатывает отчет с указанием основных возможностей, сложностей, нужд и возможных рекомендаций по улучшению правовой помощи с учетом возрастных и гендерных особенностей.
- ✓ The Contractor develops materials on the following topics, but not limited to/ Подрядчик разрабатывает материалы по следующим темам, но не ограничивается только ими:
  - Human rights during the investigation procedures according to actual legislation of the Kyrgyz Republic/ Права человека при процедурах расследования преступлений и проступков согласно актуальному законодательству КР;
  - Age sensitive investigation procedures according to actual legislation of the Kyrgyz Republic/ Процедуры расследования преступлений и проступков с учетом возрастных особенностей согласно актуальному законодательству КР;
  - Complaint procedures: Where, how and when to file complaints /Процедуры подачи жалоб: куда, как и когда подаются жалобы.
- ✓ The Contractor provides comprehensive report on trainings conducted (see task 2)/Подрядчик предоставляет полноценный отчет по проведенным тренингам (смотреть задание 2).

3. The Contractor performs all tasks in close collaboration with UNDP / Подрядчик выполняет все поставленные задачи в тесном сотрудничестве с ПРООН.

4. Preparation of final report according to specified time, final report no later than 30 January 2020 / Подготовка финального отчета не позднее 30 января 2020 года.

EXPECTED DELIVERABLES/ ОЖИДАЕМЫЙ ПРОДУКТ		
DELIVERABLES/ ПРОДУКТ	TERMS/ СРОКИ	SUGGESTED PAYMENT STRUCTURE/ ПРЕДЛАГАЕМАЯ СТРУКТУРА ПЛАТЕЖЕЙ
Schedule of work prepared and agreed with relevant local authorities / План работы подготовлен и согласован с соответствующими органами местной власти	Within 1 week after issuance of contract / в течение 1 недели после выпуска контракта	20 %
Training materials prepared and submitted to UNDP / Тренинговые материалы подготовлены и представлены ПРООН  Report on two trainings conducted in Kerben has been prepared and approved by UNDP consisting of signed LOPs, agenda, training materials, photo and/or video materials as well as recommendations / Отчет с достигнутым результатом по тренингам проведенным в Кербене подготовлен и одобрен ПРООН, состоящий из списка подписанного участниками, программы, тренинговых материалов, фото и/или видео материалов, а также рекомендаций.	Within 3 weeks after issuance of contract / в течение 3 недель после выпуска контракта	40 %
Final report on all conducted trainings has been prepared and approved by UNDP consisting of signed LOPs, agenda, training materials, photo and/or video materials as well as recommendations / Финальный отчет с достигнутым результатом по всем проведенным тренингам подготовлен и одобрен ПРООН, состоящий из списка подписанного участниками, программы, тренинговых материалов, фото и/или видео материалов, а также рекомендаций.	Within 3 months after the contract issuance, but not later than 30 of January 2020 / В течение 3 месяцев после выхода контракта, но не позднее 30 января 2020	40 %
<b>Total / Итого</b>		<b>100 %</b>



## REPORTING REQUIREMENTS/ ТРЕБОВАНИЯ К ОТЧЕТНОСТИ

### Reporting and accountability / Отчетность и подотчетность:

Implementer shall fulfill the assignments in coordination with Peace Adviser of UNDP Peace, justice and accountable institutions (SDG16) Programme / Реализующая сторона исполняет техническое задания по согласованию с Советником по вопросам мира и развития Программы ПРООН «Мир, правосудие и эффективные институты (ЦУР16)».

Structure and the content of the report are to be identified in coordination with Peace Adviser of UNDP Programme/ Структура и содержание отчета должны быть определены по согласованию с Советником Программы ПРООН.

Implementer will report to UNDP on a regular basis to fulfill assignments in accordance with the Work Plan / Реализующая сторона будет регулярно отчитываться перед ПРООН, Советником по миростроительству/ Координатором проекта в целях реализации заданий в соответствии с Рабочим планом.

Developed materials and products cannot be transmitted, distributed, published, and displayed without agreement of parts. / Разработанные материалы и продукция в рамках проекта не могут быть переданы, распространяться, публиковаться, отображаться без согласия сторон.

### Terms of payment / Условия оплаты:

Payments will be disbursed as per installments based on the table “expecting deliverables” and submission & approval of respective products. Contractor shall submit reports, based on the format, describing all undertaken actions during implementation of the Terms of Reference, as per the established reporting schedule to the Peace Adviser/Project Coordinator. Upon completion of tasks, contractor shall submit interim and terminal reports for approval of the UNDP Peace Adviser/Project Coordinator, on the basis of which the payments will be disbursed. Disbursement of payments shall be subject to the timely replenishment of funds as per the agreement with the donor/Платежи будут осуществляться в соответствии со схемой оплаты, представленной в Таблице «Ожидаемые результаты», основываясь на предоставлении и утверждении соответствующих документов. Подрядчик должен предоставлять отчеты, описывающие все действия, предпринятые в ходе реализации Технического Задания, в требуемом формате и в соответствии с установленным графиком отчетности. После завершения работы подрядчик должен представить промежуточный и заключительный отчет на утверждение Советником по миростроительству/Координатором проекта, на основании чего будут произведены платежи. Платежи производятся в зависимости от своевременного пополнения фондов согласно соглашению с донором.

## QUALIFICATION REQUIREMENTS FOR TECHNICAL EVALUATION/ КВАЛИФИКАЦИОННЫЕ ТРЕБОВАНИЯ ДЛЯ ТЕХНИЧЕСКОЙ ОЦЕНКИ

- Legal entity certificate from the relevant authority (enclose a copy) / Свидетельство о регистрации юридического лица от соответствующего органа (приложить копию);
- Experience in providing trainings for law enforcement agencies and/or public authorities (to attach at least 1 contract) / Опыт по проведению тренингов для правоохранительных органов и/или государственных институтов (приложить копию как минимум одного контракта).
- Methodology contains basic information as pertinent to implement the assignment (not more than 1.5 pages) / Методология содержит базовую информацию, в части касающейся реализации данного технического задания (не более 1,5 страниц);
- Detailed calendar plan of actions to implement all activities within TOR / Детальный календарный план по реализации всех мероприятий в рамках ТЗ.
- At least 3 available expert-trainers with relevant experience in the field of human rights and social science, criminal law, criminal procedural law (enclose copies of CVs) and 1 team leader / Наличие не менее 1 руководителя команды и 3 экспертов-тренеров с соответствующим опытом работы в сфере прав человека и социальных наук, уголовного права, уголовно-процессуального права (приложить копии резюме).

### Qualification of Key Personnel: / Квалификация ключевого персонала:

#### Team leader / Руководитель команды:

- Degree in law or social science / Высшее образование в области права или социальных наук;
- Relevant experience in organization of trainings / Соответствующий опыт работы в организации тренингов;
- Fluent in Russian language / Свободное владение русским языком;
- Fluent in Kyrgyz language / Свободное владение кыргызским языком.

**Expert #1 in training and preparation of training modules on criminal law: / Эксперт №1 по обучению и подготовке тренинговых модулей в сфере уголовного права:**

- Degree in law or social sciences / Высшее образование в области права или социальных наук;
- Relevant experience in the field of human rights and/or criminal law / Соответствующий опыт работы в сфере прав человека и/или уголовного права;
- Teaching and training experience for law enforcement and/or youth / Опыт преподавания и ведения тренингов для правоохранительных структур и/или молодежи;
- Fluent in Russian language / Свободное владение русским языком;
- Fluent in Kyrgyz language / Свободное владение кыргызским языком.

**Expert #2 in training and preparation of training modules on criminal procedural law / Эксперт №2 по обучению и по подготовке тренинговых модулей по уголовному процессуальному праву:**

- Degree in law or social science / Высшее образование в области права или социальных наук.
- Relevant experience in the field of human rights and/or criminal procedure law / Соответствующий опыт работы в сфере прав человека и/или уголовного процессуального права.
- Relevant experience in the field of youth education and/or content development / Соответствующий опыт работы в сфере молодежного обучения и/или разработки контента;
- Fluent in Russian language / Свободное владение русским языком;
- Fluent in Kyrgyz language / Свободное владение кыргызским языком.

**Expert #3 in training and preparation of training modules on judicial reform / Эксперт №3 по обучению и по подготовке тренинговых модулей и проведению тренингов в области судебно-правовой реформы:**

- Degree in law or social sciences / Высшее образование в области права или социальных наук.
- Relevant experience in the field of human rights and/or access to justice / Соответствующий опыт работы в сфере прав человека и/или доступа к правосудию.
- Relevant experience in the field of content development on judicial reform / Соответствующий опыт работы в сфере разработки контента в области судебно-правовой реформы
- Fluent in Russian language / Свободное владение русским языком;
- Fluent in Kyrgyz language / Свободное владение кыргызским языком.

**TRAVEL/ ПОЕЗДКИ**

The applicants should include travel expenses, should they need for such expenses for implementing the TOR/ Заявители должны включать командировочные расходы в бюджет, если им потребуются поездки для выполнения ТЗ.

**UNDP INPUT/ ВКЛАД ПРООН**

UNDP will provide the Implementer with the following/ ПРООН предоставит Исполнителю следующее:

- Ensure overall substantive coordination with Implementing Partners, Responsible parties and/or Individual Consultants engaged/ Обеспечение общей координации по существу с партнерами-исполнителями, ответственными сторонами и/ или индивидуальными консультантами.

## OFFEROR'S INFORMATION FORM / ИНФОРМАЦИЯ ОБ УЧАСТНИКЕ ТОРГОВ

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

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

[Designation] / [Должность]

[Date] / [Дата]

**TEMPLATE**  
**Contract for Goods and/or Services**  
**Between the United Nations Development Programme**  
**and \_\_\_\_\_**

1. <b>Country Where Goods Will be Delivered and/or Services Will be Provided:</b> <u>Kyrgyzstan</u>	
2. <b>UNDP</b> <input type="checkbox"/> Request for Quotation <input checked="" type="checkbox"/> <u>Request for Proposal</u> <input type="checkbox"/> Invitation to Bid <input type="checkbox"/> direct contracting <b>Number and Date:</b> <u>RFP # _____</u>	
3. <b>Contract Reference (e.g. Contract Award Number):</b>	
4. <b>Long Term Agreement:</b> <u>No</u>	
5. <b>Subject Matter of the Contract:</b> <input type="checkbox"/> goods <input checked="" type="checkbox"/> <u>services</u> <input type="checkbox"/> goods <i>and</i> services	
6. <b>Type of Services:</b>	
7. <b>Contract Starting Date:</b>	8. <b>Contract Ending Date:</b>
9. <b>Total Contract Amount:</b> 9a. <b>Advance Payment:</b> <u>not applicable</u>	
10. <b>Total Value of Goods and/or Services:</b> <input checked="" type="checkbox"/> <u>below US\$50,000 (Services only)</u> – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply <input type="checkbox"/> <u>below US\$50,000 (Goods or Goods and Services)</u> – UNDP General Terms and Conditions for Contracts apply <input type="checkbox"/> <u>equal to or above US\$50,000 (Goods and/or Services)</u> – UNDP General Terms and Conditions for Contracts apply	
11. <b>Payment Method:</b> <input checked="" type="checkbox"/> <u>fixed price</u> <input type="checkbox"/> cost reimbursement	
12. <b>Contractor's Name:</b> <b>Country of incorporation:</b> <b>Website:</b>	
13. <b>Contractor's Contact Person's Name:</b> <b>Title:</b> <b>Address:</b>  <b>Telephone number:</b> <b>Fax:</b> <b>Email:</b>	
14. <b>UNDP Contact Person's Name:</b> <b>Title:</b> <b>Address:</b> <b>Telephone number:</b> <b>Fax:</b> <b>Email:</b>	
15. <b>Contractor's Bank Account to which payments will be transferred:</b> <b>Beneficiary:</b> " <u>        </u> " <b>Account name:</b> <b>Account number:</b> <b>Bank name:</b>	

**Bank address:**  
**Bank SWIFT Code:**  
**Bank Code:**  
**Routing instructions for payments:**

This Contract consists of the following documents, which in case of conflict shall take precedence over one another in the following order:

1. This face sheet ("Face Sheet").
2. UNDP General Terms and Conditions for Institutional (de minimis) Contracts
3. Terms of Reference (TORs) and Schedule of Payments, incorporating the description of services, deliverables and performance targets, time frames, schedule of payments, and total contract amount.
4. The Contractor's Technical Proposal and Financial Proposal, dated \_\_\_\_\_, as clarified by the agreed minutes of the negotiations meeting, dated [not applicable]; these documents not attached hereto but known to and in the possession of the Parties, and forming an integral part of this Contract.

All the above, hereby incorporated by reference, shall form the entire agreement between the Parties (the "Contract"), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

This Contract shall enter into force on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties, and terminate on the Contract Ending Date indicated on the Face Sheet. This Contract may be amended only by written agreement between the duly authorized representatives of the Parties.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place and on the day set forth below.

For the Contractor		For UNDP	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	



Empowered lives.  
Resilient nations.

## GENERAL TERMS AND CONDITIONS FOR CONTRACTS

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

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

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

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

### **2. OBLIGATIONS OF THE CONTRACTOR:**

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

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

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

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

**3. LONG TERM AGREEMENT:** If the Contractor is engaged by UNDP on the basis of a long-term agreement (“LTA”) as indicated in the Face Sheet of this Contract, the following conditions shall apply:

**3.1** UNDP does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.

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

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

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

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

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

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

### **4. PRICE AND PAYMENT:**

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

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

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

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

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

**4.2 COST REIMBURSEMENT:** If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the delivery of the Goods and/or the provision of the Services.

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

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

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

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

**5. ADVANCE PAYMENT:**

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

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

**6. SUBMISSION OF INVOICES AND REPORTS:**

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

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

**7. TIME AND MANNER OF PAYMENT:**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

**8.10** The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

**8.11** UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 8.10 above.

## **9. ASSIGNMENT:**

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

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

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

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

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

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

**10. SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification

therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

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

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

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

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

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

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

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

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

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

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

11.5.5 The Goods are new and unused;

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

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

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

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

**11.7 REJECTION OF GOODS:** Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept the Goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNDP:

11.7.1 provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; or,  
11.7.2 repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; or,  
11.7.3 replace the Goods with Goods of equal or better quality; and,  
11.7.4 pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP. **11.8** In the event that UNDP elects to return any of the Goods for the reasons specified in Article 11.7, above, UNDP may procure the Goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor's account.

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

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

## **12. INDEMNIFICATION:**

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

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

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

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

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

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

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

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

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

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

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

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

## **13. INSURANCE AND LIABILITY:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14. ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

**15. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

#### **16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**16.1** Except as is otherwise expressly provided in writing in the Contract, UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

**16.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

**16.3** At the request of UNDP, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract.

**16.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNDP, shall be made

available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

**17. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise without the written permission of UNDP.

**18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

**18.1** The Recipient shall:

18.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,

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

**18.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 18, the Recipient may disclose Information to:

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

18.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:

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

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

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

**18.3** The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

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

**18.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

**18.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

**19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

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

**19.2** If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 20, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

**19.3** *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

**20. TERMINATION:**

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

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

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

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

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

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

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

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

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

20.3.7 complete performance of the work not terminated; and,

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

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

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

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

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

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

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

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

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

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

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

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

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

### **23. SETTLEMENT OF DISPUTES:**

**23.1 AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

**23.2 ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article

23.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the

Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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

**25. TAX EXEMPTION:**

**25.1** Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

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

**26. MODIFICATIONS:**

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

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

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

**27. AUDITS AND INVESTIGATIONS:**

**27.1** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

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

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

**27.4** UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

**28. LIMITATION ON ACTIONS:**

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

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

**29. ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

**30. SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify



UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

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

**31.1** The UN Supplier Code of Conduct;

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

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

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

**31.5** UNDP Vendor Sanctions Policy; and

**31.6** All security directives issued by UNDP.

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

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

**33. CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

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

**35. SEXUAL EXPLOITATION:**

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

**35.2** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

**35.3** UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

**36. ANTI-TERRORISM:** The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to Resolution 1267 (1999). The list can be accessed via [https://www.un.org/sc/suborg/en/sanctions/1267/aq\\_sanctions\\_list](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.