

REQUEST FOR PROPOSAL (RFP)

UNITED NATIONS DEVELOPMENT PROGRAMME

PROJECT NAME AND ID:

«Conservation and Sustainable Management of Key Globally Important Ecosystems for Multiple Benefits», 00101043 Date: 24.02.2021

Reference: RFP-2020-072 "Services for the development and implementation of a program of additional environmental education in schools in 3 project territories (Altai and Saur-Tarbagatay, Northern Tien Shan and Zhetysu Alatau, Western Tien Shan)"

Dear Sir / Madam:

We kindly request you to submit your Proposal for the provision of services for the development and implementation of a program of additional environmental education in schools in 3 project territories (Altai and Saur-Tarbagatay, Northern Tien Shan and Zhetysu Alatau, Western Tien Shan).

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

Your proposal, consisting of the Technical and Financial Proposals (the financial proposal must be password protected), must be submitted no later than 17:00 Nur-Sultan time on March 17, 2021 by e-mail to procurement.kz@undp.org;

Important Notes for Financial proposal:

- The proposer is required to prepare and submit the financial proposal in a password protected PDF/Word file separate from the rest of the proposal submission.
- Password for Financial proposal must not be provided to UNDP until it is formally requested by UNDP focal point Gyulnara Karpisheva;

Your Proposal must be expressed in Russian or English and be valid for a minimum period of 90 days.

Important: Detailed information on the procedure for submitting proposals is presented below.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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

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

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

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

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

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

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

http://www.undp.org/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.

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:

https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscc/conduct_english.pdf

Thank you and we look forward to receiving your proposal.

Sincerely yours,

Mour

Vitalie Vremis

Deputy Resident Representative

Gyulnara karpisheva

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Annex 1

Description of Requirements

Context of the Requirement	Conservation and Sustainable Management of Key Globally Important Ecosystems for Multiple Benefits, 00101043
Brief Description of the Required Services	Development and implementation of a program of additional environmental education in schools in 3 project territories (Altai and Saur-Tarbagatay, Northern Tien Shan and Zhetysu Alatau, Western Tien Shan)
List and Description of Expected Outputs to be Delivered	According to the Terms of Reference
Person to Supervise the Work/Performance of the Service Provider	Project Manager
Frequency of Reporting	According to the Terms of Reference
Progress Reporting Requirements	According to the Terms of Reference
Location of work	Home based, with trips according to the terms of reference, Republic of Kazakhstan
Expected duration of work	14 months from the date of signing the contract
Target start date	Approximately March 2021
Latest completion date	Approximately May 2022
Travels Expected	According to the terms of reference (with trips to East Kazakhstan, Turkestan, Almaty regions and the city of Nur-Sultan if Service Provider's location is not the place of performance of the assignment)
	Due to the COVID 19 pandemic, the contractor is committed to providing all necessary protective equipment to its employees and to comply with all WHO

Special Security Requirements	standards and guidelines for work during the epidemic. The service provider is responsible for ensuring that its staff involved in this Terms of Reference are properly and promptly provided with all necessary personal protective equipment in accordance with current WHO guidelines (masks, gloves, disinfectants, passing the COVID-19 test (if necessary).), for the entire duration of the contract.
Implementation Schedule indicating breakdown and timing of activities/sub- activities	Required in form of Gantt Chart
Names and curriculum vitae of individuals who will be involved in completing the services	Required
Currency of Proposal	For companies registered in the territory of the Republic of Kazakhstan, the proposal must be submitted in local currency – Tenge. Or USD for international bidders
Value Added Tax on Price Proposal	* Must include VAT and other applicabe indirect taxes * If applicable
Validity Period of	90 days
Proposals (Counting for the last day of submission of quotes)	In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposer shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
The preliminary tender conference	Time: 11 a.m. Nur-Sultan city time Date: March 10, 2021
meeting will be held:	Venue: Zoom/Teams
	If you are interested in participating in a preliminary meeting, you should send a participation notice by e-mail to gyulnara.karpisheva@undp.org
Partial Quotes	Not permitted

Payment Terms ¹	Nº	Results	Completion Date	Payment
	1	Online discussions were held with district education departments of 5 pilot districts and directors of pilot schools. Plan were signed on the joint implementation of the project on the implementation of the program of additional eco-education (executor, district, pilot schools, SNPP). The structure of the Program of	8 weeks from the date of signing the contract (but not later than 23 April 2021)	30%
		Additional Environmental Education has been developed in cooperation with an expert on environmental education and ecotourism of the UNDP project. The Concept for the design of environmental classrooms in 3 pilot schools has been prepared. Submitted interim report on the work performed		
	2	The necessary equipment was purchased for 6 pilot schools to demonstrate teaching materials in accordance with the TOR. Thematic design of ecology classrooms in 2 pilot schools (Ulken-Naryn village and Saty village) has been completed. Purchased and delivered 2 sets of school weather stations for 2 pilot schools (Kurchum village and Shonzhy village) Developed and approved the Regulation and work plan of the school forestry of the pilot school in the village. Kazakhstan.	29 weeks from the date of signing the contract (but not later than 17 September 2021)	20%

¹ 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.

	Draft versions of a teaching manual for teachers and teaching materials on additional environmental education have been prepared. Submitted interim report on the work performed		
3	Educational materials for additional environmental education have been published in full and are used for educational purposes. The results of the competition among students of schools in 5 pilot districts for the best research paper on the study and conservation of biodiversity have been summarized	53 weeks from the date of signing the contract (but not later than 04 March 2022)	30%
	School forestry of the school Kazakhstan, v.Kazakhstan is equipped with uniforms and tools.		
	A demonstration training site for conducting practical exercises for students of Topkain village has been arranged on the territory of the Medvedskoy forest nursery		
	The transfer of equipment and teaching materials to the balance of pilot schools has been completed;		
	Submitted interim report on the work performed		
4	The program of additional environmental education is approved by the district education departments and is being implemented in pilot schools Educational trainings were conducted for	62 weeks from the date of signing the contract (but	20%
	teachers of secondary schools in 5 pilot districts on conducting additional environmental education	no later than 06 May 2022)	
	The results of the competition among school teachers of 5 pilot districts for the best conduct of ecology lessons have been announced		

	Monitoring, assessment and analysis of the results of the implementation of the Program of Additional Environmental Education has been carried out. A Youtube channel has been created, the
	content has been uploaded, the interested parties have been informed.
	Submitted final report on the work performed
Person(s) to review/inspect/ approve outputs/complete d services and authorize the disbursement of payment	UNDP Project Manager
Type of Contract to be Signed	UNDP Contract for Professional Services
Criteria for Contract Award	Highest Combined Score (based on the 70% technical offer and 30% price weight distribution), where the minimum passing score of technical proposal is 70%.
	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.
Criteria for the Assessment of Proposal	Compliance with administrative requirements *: - Financial offer must be password protected; - Acceptance of the UNDP General Terms and Conditions, with the format of the UNDP contract; - Must have legal capacity to enter into agreements (certificate of registration / re-registration, constituent documents); - Provide the company/firm profile with detailed activity information confirming the following experience: • 3 years of experience in the implementation of environmental projects,
	projects on environmental education, environmental education, information, social and environmental research;

- 3 years of experience in the development of various educational and methodological recommendations, methodological teaching aids and other educational material;
- The company financial stability: be solvent, not subject to liquidation, their property is not seized, and their business activities are not suspended constrainedly by laws (certificate of absence of debts in tax authorities and serviced banks), audited financial statements for 2019-2020. If the company is exempted from the audit a confirmation certificate from the contractor, profit and loss statement, balance sheets for 2019-2020. Provide VAT certificate (if applicable);
- Provide certificates and accreditations including quality certificates, patents, environmental certificates, etc. (if applicable);
- Provide a list of similar services performed over the past 3 years (name of the Customer, subject of services / works, the year of the provision of services, costs and contacts of the customer);
- Provide at least 3 reviews and recommendations from previous customers for similar / analogous services for the past 3 years;
- Availability of material and technical base (Internet connection, computer, office equipment) provide written confirmation.
- A work schedule is provided (must include the composition of the team and the distribution of responsibilities, a description of the methods and procedures for performing the work);
- Availability of qualified personnel with the necessary work experience and qualifications according to the TOR, with the provision of a detailed resume, documents confirming the expert's qualifications (diplomas, certificates of advanced training in the subject area, other certificates), as well as written confirmation from each employee that they will be available during the entire duration of the contract.
- 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.
- Validity of offer for at least 90 days.
- Provision of all documents according to the list of Annex 2a and 2b.
- * In case of failure to provide the above documents and non-compliance with the above requirements, the organization may not be admitted to the technical assessment

<u>Technical Proposal (70%, maximum 1000 points)</u>

- Expertise of the Firm (30%)
- ✓ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (30%)
- ✓ Management Structure and Qualification of Key Personnel (40%)

	Points earned

, , , , , , , , , , , , , , , , , , , ,		Assessment		
	evaluation forms weigh		weight	
	1.	Assessment of the Company/	30%	300
	Organization			
	2.	Proposed methodology, strategy	30%	300
		and implementation plan		
	3.	Management structure and key	40%	400
	personnel			
		Total 1000		

Eval	Points earned	
	Assessment of the Company/ Organization	
1.1	Experience in the implementation of environmental projects, projects on environmental education, environmental education, information, social and environmental research: 3 years - 42 points, for each additional year - 6 points, maximum - 60 points, less than 3 years - 0 points.	60
1.2	Experience in the development of various teaching guidelines, teaching aids and other educational material: 3 years - 42 points, for each additional year - 6 points, maximum - 60 points, less than 3 years - 0 points.	60
1.3	Experience of work with international organizations, UN agencies - if available - 30 points, if not - 0.	30
1.4	Availability of similar services performed over the last 3 years with the indication of the Customer, the name of the services / works, the year of service provision, the cost and contacts of the customer: if available - 60 points, in the absence - 0.	60

1.5	Letters of recommendation from previous customers: 3 recommendation letters - 42 points, for each additional letter-9 points maximum 60 points	60
	less than 3 recommendation letters - 0 points.	
1.6	Availability of material and technical base (Internet connection, computer, office equipment) - if available - 30 points, if not - 0.	30
	Total:	300

	Proposed methodology, strategy and implementation plan	1
2.1	Understanding of the essence, methodology and expected results of the project corresponds to the terms of reference and is reflected in the proposal	150
2.2	Work schedule (must include the composition of the team and the distribution of responsibilities)	150
	Total:	300

	Management structure and key personnel		
3.1	Team Leader		
	Higher education in the field of humanities and natural		
	sciences (pedagogy, ecology, etc.):		
	Bachelor degree – 21 points;		
	Master's degree - 25.5 points;	30	
	The highest qualification - 30 points;		
	Experience in the field of pedagogy, work with young		
	people, schoolchildren, ecology:		
	5 years - 28 points;		
	for each additional year 4 points;	40	
	maximum - 40 points;		
	less than 5 years – 0 points;		

	Experience in the implementation of 3 projects with	
	engagement of youth, students, local communities in the	
	field of environmental protection, environmental education,	
	eco-education:	30
	3 projects - 21 points,	
	for each additional project - 3 points,	
	maximum- 30 points,	
	less than 3 projects – 0 points	
	Total:	100
3.2	Procurement and finance assistant/logistics assistant	
	Higher education in economics, finance and other related	
	sciences:	
	Bachelor degree – 21 points;	30
	Master's degree - 25.5 points;	
	the highest qualification - 30 points;	
	Experience in financial and organizational work:	20
	, ,	30
	3 years - 21 points	
	for each additional year - 3 points	
	maximum 30 points	
	less than 3 years – 0 points	
	1 year of experience in procurement, support of contracts,	30
	preparation of technical specifications, etc.:	
	1 year - 21 points;	
	for each additional year - 4.5 points;	
	maximum - 30 points;	
	less than 1 year – 0 points;	
	1 year of experience in organizing and supporting events,	30
	seminars, trainings:	
	1 year - 21 points;	
	for each additional year - 4.5 points;	
	maximum - 30 points;	
	less than 1 year – 0 points;	
	Total:	120
3.3	Expert on flora and botany	
	Expert on nora and botany	
	Higher education in biology (botany):	30
	Bachelor degree – 21 points;	
	Master's degree - 25.5 points;	
	the highest qualification 20 paints.	

the highest qualification - 30 points;

	Experience in the field of botanical research:	30
	3 years - 21 points	
	for each additional year - 3 points	
	maximum 30 points	
	less than 3 years – 0 points	
	Experience in scientific research / projects for the study and	30
	conservation of flora in the project areas:	
	3 years - 21 points	
	for each additional year - 3 points	
	maximum 30 points	
	less than 3 years – 0 points	
	Total:	90
	3.4 Expert on wildlife and animal world	
	3.4 Expert on wildlife and animal world	
	Higher education in biology (zoology):	30
	Bachelor degree – 21 points;	
	Master's degree - 25.5 points;	
	the highest qualification - 30 points;	
	Experience in the field of zoological research:	30
	3 years - 21 points	
	for each additional year - 3 points	
	maximum 30 points	
	less than 3 years – 0 points	
	Experience in scientific research / projects for the study and	30
	conservation of fauna in the project areas:	
	3 years - 21 points	
	for each additional year - 3 points	
	maximum 30 points	
	less than 3 years – 0 points	
	Total:	90
	Financial Proposal (30%)	
	To be computed as a ratio of the Proposal's offer to the lowest price	among the
	proposals received by UNDP.	
	The financial offer must be password protected.	
UNDP will award	One and only one Service Provider	
the contract to:		
Annexes to this	Form for Submission of Proposal (Annex 2A and Annex 2B)	
RFP	Detailed Terms of Reference (Annex 3, 3-1, 3-2, 3-3)	
1	Contract and General Terms and Conditions (Annex 4)	

Contact Person for	Procurement Specialist Gyulnara Karpisheva, gyulnara.karpisheva@undp.org
Inquiries	Any delay in UNDP's response shall be not used as a reason for extending the
(Written inquiries	deadline for submission, unless UNDP determines that such an extension is
only) ²	necessary and communicates a new deadline to the Proposers.
Jy)	, , , , , , , , , , , , , , , , , , ,
	IMPORTANT:
Other Information	Applicants submit their bids by email <u>procurement.kz@undp.org</u>
[pls. specify]	The technical and financial parts of the Proposal must be presented in separate
	files. The financial proposal (Annex 2B) must be password protected. The
	password to the Financial Proposal should not be provided to UNDP prior to
	receiving a request from UNDP representative Gulnara Karpisheva.
	-Document format: only PDF-files;
	-The file names must have a maximum of 60 characters, which must not contain
	any special characters other than letters;
	-Send files must not contain viruses and be damaged;
	-Maximum file size for one electronic transmission: up to 20 MB;
	-Maximum number of electronic transmissions: 5 messages;
	In case of using more than 1 transfer / message, indicate the sequence number in the subject;
	-Mandatory email subject line: RFP-2020-072 "Services for the development
	and implementation of a program of additional environmental education in
	schools in 3 project territories (Altai and Saur-Tarbagatay, Northern Tien Shan
	and Zhetysu Alatau, Western Tien Shan)"

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² This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Annex 2A

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL³

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁴)

[insert: Location].

[insert: Date]

To: Ali Saeed

Procurement Associate

UNDP in Kazakhstan

Dear Sir:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP-2020-072 dated 2/24/2021, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

- a) Profile describing the nature of business, field of expertise to demonstrate:
 - 3 years of experience in the implementation of environmental projects, projects on environmental education, environmental education, information, social and environmental research;
 - 3 years of experience in the development of various educational and methodological recommendations, methodological teaching aids and other educational material;
- b) Legal capacity to enter into agreements (certificate of registration / re-registration, constituent documents, Tax Payment Certification, etc.);
- c) Financial stability certificate of absence of debts in tax authorities and serviced banks, audited financial statements for 2019-2020. If the company is exempted from the audit a confirmation

³ This serves as a guide to the Service Provider in preparing the Proposal.

⁴ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

- certificate from the contractor, profit and loss statement, balance sheets for 2019-2020. VAT Certificate (if applicable);
- d) Certificates and accreditations including quality certificates, patents, environmental certificates, etc.;
- e) Reputation:
- Table/list of similar services for the last 3 years to confirm the required experience (name of the Customer, subject of services / works, year of service, contract value, contact references
- At least three letters of recommendation from key clients for provision of similar services in the last 3 years;
- f) Written confirmation of the availability of material and technical basis (internet connection, computer, office equipment) to perform the work;
- g) Work schedule must include the composition of the team and the distribution of responsibilities, a description of the methods and procedures for performing the work;
- h) Qualified personnel with the necessary work experience and qualifications (copies of diplomas, resumes, certificates, etc.) according to the terms of reference;
- i) 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.
- *j)* Validity of offer for at least 90 days.

B. Proposed Methodology for the Completion of Services

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

C. Qualifications of Key Personnel

Service Provider must submit:

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs of prospective employees, indicating professional qualifications, as well as documents confirming the specified qualifications (diplomas, certificates);
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

Annex 2B

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery and provided in a separate file with the appropriate note and password)

Financial Offer must be protected with password, otherwise the submission will be rejected.

A. Cost Breakdown per Deliverable*

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (including VAT if applicable) (Lump Sum, All Inclusive)
1	Online discussions were held with district education departments of 5 pilot districts and directors of pilot schools. Plan were signed on the joint implementation of the project on the implementation of the program of additional eco-education (executor, district, pilot schools, SNPP).	30%	
	The structure of the Program of Additional Environmental Education has been developed in cooperation with an expert on environmental education and ecotourism of the UNDP project. The Concept for the design of environmental classrooms in 3 pilot schools has been prepared.		
	Submitted interim report on the work performed		
2	The necessary equipment was purchased for 6 pilot schools to		

	demonstrate teaching materials in accordance with the TOR.		
	Thematic design of ecology classrooms in 2 pilot schools (Ulken-Naryn village and Saty village) has been completed.	20%	
	Purchased and delivered 2 sets of school weather stations for 2 pilot schools (Kurchum village and Shonzhy village)		
	Developed and approved the Regulation and work plan of the school forestry of the pilot school in the village. Kazakhstan.		
	Draft versions of a teaching manual for teachers and teaching materials on additional environmental education have been prepared.		
3	Educational materials for additional environmental education have been published in full and are used for educational purposes.		
	The results of the competition among students of schools in 5 pilot districts for the best research paper on the study and conservation of biodiversity have been summarized	30%	
	School forestry of the school Kazakhstan, v.Kazakhstan is equipped with uniforms and tools.		
	A demonstration training site for conducting practical exercises for students of Topkain village has been arranged on the territory of the Medvedskoy forest nursery		
	The transfer of equipment and teaching materials to the balance of pilot schools has been completed;		

	Submitted interim report on the work performed		
4	The program of additional environmental education is approved by the district education departments and is being implemented in pilot schools		
	Educational trainings were conducted for teachers of secondary schools in 5 pilot districts on conducting additional environmental education	20%	
	The results of the competition among school teachers of 5 pilot districts for the best conduct of ecology lessons have been announced		
	Monitoring, assessment and analysis of the results of the implementation of the Program of Additional Environmental Education has been carried out.		
	A Youtube channel has been created, the content has been uploaded, the interested parties have been informed.		
	Submitted final report on the work performed		
	GRAND TOTAL	100%	

^{*}This shall be the basis of the payment tranches

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

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	Quantity	Unit Cost	TOTAL
I. Personnel Services					
1. Team Leader (1 person)		14 months	1 Person		

Procurement and finance assistant/logistics assistant (1 person)	14 months	1 Person	
3. Expert on flora and botany (1 person)	6 months	1 Person	
4. Expert on wildlife and animal world (1 person)	6 months	1 Person	
II. Equipment			
1. Technical equipment of 6 pilot schools to demonstrate educational materials for extra-curriculum education (laptop, antivirus program, camera, projector, screen for projector)		6 kits	
Meteorological stations for pilot schools		2 units	
3. Thematic design of biology / ecology classrooms in 2 pilot schools (As Per Annex 3-2)		2 Schools	
4. Technical support of the school forestry of PSI "Secondary school of Kazakhstan", village Kazakhstan, Tolebi district, Turkestan region (detailed cost description)			

5. Prize fund for the competition among students of 5 pilot districts: First place – smartphone; Second place – tablet; Third place - smart watch; 6. Prize fund for the		5 smartphones; 5 tablets; 5 smart watches;		
competition among teachers of 5 pilot schools districts: First place 50 000 tenge, Appreciation letter. Second place 30 000 tenge, Appreciation letter. Third place 20 000 tenge, Appreciation letter. 7. Equipping pilot schools with books		5 first places; 5 second places; 5 third places 120 pcs.	50 000 30 000 20 000	
III. Services				
Development and production of 1 information stand		1 сору		
2. Services of 5 local coordinators (Ulken-Naryn village, Kurchum village, Shonzhy village, Saty village, Kazakhstan village) for 6 months	06 months	5 people		
3. Design development, layout, translation into Kazakh, proofreading, printing of the training manual		900 copies		
4. Design development, layout, translation into Kazakh, proofreading and production (issue) of the electronic lecture series		90 copies		
5. Design development and production of 15 video lessons in the Kazakh and Russian languages		15 copies		

IV. Travel expenses (detailed			
cost description)			
1. Travel to East-Kazakhstan	17 dave	2	
	17 days	2 persons	
region			
2. Travel to Almaty region	14 days	2 persons	
3. Travel to Turkestan region	9 days	2 persons	
4. Travel to Nur-Sultan city	2 days	1 person	
V. Transportation costs			
VI. Logistics expenses and			
facilitation of trainings			
(detailed cost description)			
II. Other Related Costs			
1. Communication services,			
Internet			
2. Translation services			
3. Banking expenses			
4. Postal and courier services			
(distribution of educational			
materials, etc.)			
5. Stationery			
Unforeseen expenses			
(detailed description if any)			
VAT (if applicable)			
Total in KZT (indicate only the			
total amount for services)			

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

[Designation]

[Date]

ANNEX 3

TERMS OF REFERENCE

FOR PROVISION OF SERVICES ON DEVELOPMENT AND IMPLEMENTATION OF THE PROGRAM OF ADDITIONAL ENVIRONMENTAL EDUCATION IN 3 PROJECT TERRITORIES: ALTAI AND SAURTARBAGATAY, NORTHERN TIAN SHAN AND ZHETYSU ALATAU, WESTERN TIAN SHAN

Project title and number: "Conservation and Sustainable Management of Key Globally Important

Ecosystems for Multiple Benefits", 00101043

Type of Contract: Provision of Services

Place of work: Kazakhstan, with trips to East Kazakhstan, Turkestan and Almaty

regions

Period: 14 months from the date of signing the contract, presumably March

2021 - May 2022

PROJECT DESCRIPTION:

The total forest area in Kazakhstan is about 12.6 million hectares, which makes it one of the richest countries in forests in Central Asia, despite the low level of forest cover, which is only 4.6%. Approximately 95% of the forests (forested areas) in Kazakhstan are managed by 123 forestry administrations, which are controlled by regional governments (akimats). The protected area system in Kazakhstan covers a total area of approximately 24,018,800 hectares, or 8.81% (as of 2015) of the country's territory. Although only 5% of Kazakhstan's forests (wooded areas) are included in protected areas, which indicates that forest ecosystems are underrepresented in the national system of protected areas. There are three main types of forest ecosystems in Kazakhstan: mountain forests, tugai (southern coastal) forests and saxaul landscapes (desert and semi-desert shrubs).

Since 2018, the UNDP-GEF Project "Conservation and Sustainable Management of Key Globally Important Ecosystems for Multiple Benefits" (hereinafter referred to as the Project) has been implemented in Kazakhstan.

The project strategy is to comprehensively address the issues of conservation and sustainable use of forest ecosystems in Kazakhstan by improving management approaches both within the system of protected areas (hereinafter - PAs) and in adjacent landscapes with a view to sustainable use of high conservation value forests (hereinafter - HCVFs). The project involves three main components:

- Component 1: Increasing the representativeness of globally important forest ecosystem biodiversity in the network of protected areas and improving the efficiency of management of protected areas
- Component 2: Promoting the integration of forest protected areas in the landscape context by creating conditions for the effective regulation and management of globally important ecosystems.
- **Component 3:** International cooperation and knowledge management.

Pilot territories:

East Kazakhstan region: forests of Altai mountains, Saur and Tarbagatay;

- Almaty region: mountain forests of the Zhetysu Alatau, mountain forests of the Northern and Central Tian Shan, tugai forests of the Ile river, saxaul forests of the Ile and Balkhash river basin;
- Turkestan region: mountain forests of the Western Tian Shan, tugai forests of the Syrdarya river.

<u>Forests in Kazakhstan</u>. The total forest area in Kazakhstan is about 12.6 million hectares, which makes it one of the richest countries in forests in Eurasia, despite the low level of forest cover, which is only 4.6%.

There are three main types of forest ecosystems in Kazakhstan: mountain forests, tugai (southern coastal) forests and saxaul (desert and semi-desert shrubs). Of the 12.6 million hectares of the total area of forest land, 7.8 million hectares, that is, almost 70%, are saxaul and shrub communities of the desert zone, while coniferous and deciduous forests cover an area of only 3.7 million hectares.

All forests provide habitats for globally important ecosystems and play an important role in maintaining soils, wildlife, river water regimes and tourism development, and are also a source of timber

<u>Forest biodiversity.</u> At present, the flora in Kazakhstan numbers 68 species of trees, 266 species of shrubs, 433 species of small shrubs, semi-shrubs, 2,598 species of perennial grasses and 849 species of annual grasses. This ecosystem includes many unique species and is the progenitor of a number of common stone fruit and fruit trees (including apples). There are 835 species of vertebrates in the region, including fish, amphibians, reptiles, birds and mammals. Hardwoods cover 62% of the forest area (about 7 million hectares), coniferous forests - 15.5% (the bulk of timber), and shrubs - 22.7%. Coniferous forests mainly contain pines and fir, while soft-leaved forests mainly include birch and aspen, and hard-leaved forests include saxaul, which covers almost half of the forest area.

The mountain forests of Kazakhstan concentrate unique genetic resources of agrobiodiversity of global importance. The mountain fruit forests of the Tien Shan are of global importance, primarily due to the Sievers apple tree, the Nedzvedsky apple tree and the common apricot. They grow in the mountain forests of the Western Tien Shan, Karatau, Trans-Ili Alatau, Ketmen, Zhongar Alatau and Tarbagatay.

The relict turang poplars are endemic to the Balkhash region of Kazakhstan. The presence of these tree species in the region is an integral part of the desert and semi-desert ecosystem of the natural landscape.

The biodiversity of forest ecosystems in the 3 project territories is unique and vulnerable. Existing threats such as poaching, illegal logging, forest fires, uncontrolled tourism, climate change are subject to the loss of key forest ecosystems and loss of habitats, and a reduction in species biodiversity.

Environmental and educational work is aimed at the broadest layers of the population: local residents and visitors to protected areas, rural and urban population, children and adults, pertinent government officials, administration and business. Students, primarily schoolers, are one of the priority categories.

In the prism of these problems, the implementation of educational programs aimed at fostering environmental culture in students is more relevant than ever.

Today, the problem of biodiversity, its unique value, the importance of high ecological culture and responsibility are underestimated by the general educational systems of Kazakhstan. School students do not have enough knowledge about biodiversity, flora and fauna, protected areas of their native land.

In order to increase the level of knowledge about the significance of forest ecosystems and biodiversity within the framework of the project, it is planned to launch and implement an Environmental Education

Program in 3 project areas, which will be tested and implemented on the basis of pilot schools located near pilot forest protected areas. The activity is envisaged in the Project Work Plan for 2021.

In accordance with the established criteria, in cooperation with pilot PAs and representatives of district education departments in 3 territories, pilot schools were selected for the implementation of a pilot project on additional eco-education.

As a result, 6 pilot schools were selected, a detailed description of which is given in Appendix 1-3 to this TOR. It is planned to involve a national company to implement a set of measures to introduce additional environmental education.

<u>PURPOSE:</u> Development and implementation of a program of additional environmental education in schools in 3 project territories (Altai and Saur-Tarbagatay, Northern Tien Shan and Zhetysu Alatau, Western Tien Shan) in order to enhance knowledge of scholars about the biological diversity of native forest ecosystems and the importance of its conservation, as well develop respectful conception of nature, and creative sustainable approach to solving local environmental issues.

Pilot schools and implementation areas:

- 1) Almaty region, Uygur district, v. Shonzhy, SI "Secondary School No. 4";
- 2) Almaty region, Kegen district, v. Saty, SI "Secondary School named after A. Turkebaev";
- 3) East Kazakhstan region, Katon-Karagay district, v. Ulken-Naryn, SI "Secondary School named after K. Damitov";
- 4) East Kazakhstan region, Katon-Karagay district, v. Topkain, SI "Topkain secondary school";
- 5) East Kazakhstan region, Kurchum district, v. uy, SI "Kurchum Secondary School No. 1 named after Yu. A. Gagarin".
- 6) Turkestan region, Tolebi district, v. Kazakhstan, SI "General secondary school Kazakhstan".

Pilot protected areas:

- Project area "Altai, Saur-Tarbagatay", Katon-Karagay SNPP and Markakolskiy GPP;
- Project area "Northern Tien Shan and Zhetysu Alatau", Charyn State Research and Production Enterprise and State Research and Production Enterprise "Kulsay Kulderi";
- Project area "Western Tien Shan", Sairam-Ugam State Scientific and Production Enterprise.

SCOPE OF WORK:

This work will consist of 3 main areas:

I. DEVELOPMENT AND IMPLEMENTATION OF THE PROGRAM OF ADDITIONAL ENVIRONMENTAL EDUCATION IN 3 PROJECT AREAS (Technical details are given in Annexes 1-2).

The first block of work includes the following:

1. In coordination with an expert on ecotourism and eco-education of the Project, develop the structure of the curriculum for additional eco-education. The program should cover topics reflecting the issues of studying and preserving the biodiversity of forest ecosystems of 3 project areas 1) "Altai and

Saur-Tarbatagay"; 2) "Northern Tien Shan and Zhetysu Alatau"; 3) "Western Tien Shan". The program should be developed in Kazakh and Russian languages.

- 2. Organization and facilitation of online meetings with district education departments of 5 pilot districts (Katon-Karagai, Kurchum, Tolebi, Kegen and Uygur districts) and directors of pilot schools, reaching an agreement on joint implementation of the project for the implementation of a program of additional eco-education and defining a detailed plan training hours. Based on the results of these meetings, protocols and plans for joint activities in the Kazakh and Russian languages should be prepared and signed;
- 3. Carrying out work in agreement with the management of the pilot schools and approval by the district education departments of the Program of additional environmental education in grades 3, 6, 7, 8. According to the results, there must be an approved order of the district education department;
- 4. Development (definition) of the format, design and production (release) of all educational materials on additional environmental education, including video and printed materials under the coordination of an expert on ecotourism and eco-education;
- 5. Teaching materials for the Continuing Environmental Education Program should include the following:
- 1) development of the format, design and printing of educational and methodological guidelines for additional environmental education for teachers of natural sciences (in Russian and Kazakh languages) for grades 3, 6, 7 and 8. The manual should include topics and lesson plans (theory and practice), the distribution of hours for the academic year, etc.;
- 2) development and production (release) of a set of electronic lectures (presentations) and practical materials for students in grades 6, 7 and 8 on additional environmental education. Topics should reflect the issues of studying and preserving biodiversity of 3 project areas: flora, fauna, ecosystems, protected areas, threats and environmental problems, etc. Lecture presentations and practical materials should be developed and released in Kazakh and Russian;
- 3) development and production of video lessons in Kazakh and Russian. For each project area, 5 video lessons should be developed, lasting no more than 15-20 minutes. There are 15 video tutorials in total. Video tutorials should be developed on the basis of available photos and videos about the biodiversity of the project areas (with voiceover, voice acting);

Photo and video materials on the biodiversity of the project areas should be provided by the pilot SNNPs and the UNDP project (materials of the program for monitoring the biodiversity of forest ecosystems, etc.).

Important: This block of work will include the joint work of the expert personnel of the executing company with an expert on ecotourism and eco-education of the UNDP Project (hereinafter referred to as the Project expert). The Project Expert is responsible for the development of the thematic content of the textbooks, including theoretical and practical (methodological) parts, and coordination of the further definition of its format, design and production.

II. INTRODUCTION TO CREATIVE AND PRACTICAL ACTIVITIES FOR STUDENTS AND TECHNICAL SUPPORT OF PILOT SCHOOLS (Technical details are given in Annexes 1-2).

The second block of work includes the following:

- 1. Technical support to 6 pilot schools, including the purchase of equipment for ecology / biology classrooms in order to demonstrate educational materials on additional environmental education and conduct training sessions.
- 2. Thematic design of the selected ecology / biology classrooms in 2 pilot schools (Ulken-Naryn village and Saty village). Within the framework of this activity, the following work should be organized:
- 1) developed concept for the design of an environmental cabinet. The study room should be a comfortable space with minimal semantic content for interactive presentation of educational material⁵;
- 2) the purchase of the necessary materials and furniture was carried out, the thematic design of the ecology rooms was carried out in accordance with the Concept

Pilot schools' classroom areas:

- "Secondary School named after A. Turkebaev"; v. Saty, classroom area 48 sq.m.;
- "Secondary School named after K. Damitov", v. Ulken-Naryn, classroom area 51 sq.m.;
- 3. Design of meteorological sites on the territory of 2 pilot schools: SI "Kurchum secondary school No. 1 named after Yu. A. Gagarin" (village Kurchum) and SI "Secondary school No. 4" (village Shonzhy). Within the framework of this activity, the purchase, delivery and installation of 2 sets of school weather stations should be organized, one for each school.
- 4. In cooperation with the Katon-Karagayskiy SNPP organization on the territory of the Medvedskoy forest nursery of a demonstration training site for practical training for students from Topkain village and other schools of the Katon-Karagai region. An information stand should be installed on the site for the organization of environmental education and practical exercises in the forest nursery.
- 5. Strengthening of technical capacity of the school forestry of SI "Secondary school Kazakhstan" in the village. Kazakhstan. The following work should be done in regards to this activity:
 - development of the Regulation on the school forestry and the work plan of the school forestry;
 - purchase of the necessary tools and equipment for the school forestry and the organization of the activities of the school forestry.
- 6. The purchased equipment and materials within the framework of this Terms of Reference are transferred to the balance of pilot schools in accordance with the local legislation procedures. Handover certificates, invoices, consignment notes, photo materials and other supporting documents are provided to the UNDP project.
- 7. In cooperation with pilot PAs, organization and facilitation of a competition (in an online format) among students of all schools in 5 pilot districts for the best research paper on the study and conservation of biodiversity of the pilot region. In regard to this activity, following should be done:

⁵ Recommendations for the design of the classroom: white walls (for projector use), flooring with green carpet, symbolizing green grass, soft multi-colored ottomans. Separate area with large round tables for project work. One wall is equipped for design work - cork board, wooden shelves, shelving.

- development of Regulation of the Competition, including the terms of the competition, agenda, requirements and criteria for participants;
- announcement of a competition among schools in 5 pilot districts;
- collection of papers from participants and summarizing of the results for each pilot area (possibly in online format), provision of a prize fund for the winners.

-

III. CAPACITY BUILDING, MONITORING, EVALUATION AND REPLICATION OF THE RESULTS ON THE IMPLEMENTATION OF THE ADDITIONAL ENVIRONMENTAL EDUCATION PROGRAM IN 3 PROJECT AREAS (Technical details are given in Annexes 1-2).

The third block of work includes the following:

- 1. Facilitation of educational trainings for teachers of all secondary schools in 5 pilot districts (Katon-Karagai, Kurchum, Tolebi, Uygur, Kegen) on organization of work on the program of additional environmental education, teaching methods, use of educational material. For each training, a program and a module with basic forms and methods should be developed.
- 2. Organization and facilitation of an online competition among teachers of schools in 5 pilot districts for the best conduct of environmental lessons. On this point, the following should be done:
 - development of Regulation of the Competition, including the terms of the competition, agenda, requirements and criteria for participants;
 - coordination with the district education departments of the announcement of a competition among school teachers in 5 pilot districts (the competition can be announced within the framework of educational trainings among teachers);
 - conduct of a competition, summarizing of the results for each pilot region (possibly in an online format), provision of a prize fund for the winners.
- 3. In order to replicate the results and experience obtained creation of a Youtube channel, uploading all electronic educational materials, preparation of a list of interested legal entities and informing them (e-mail distribution) about the created open access channel.
- 4. Monitoring, evaluation and analysis of the results of the program of additional environmental education.

EXPECTED RESULTS AND TIMEFRAME:

No.	Outcomes	Time frame	Coordinati on and approval	Payment percentage
1.	Online discussions were held with district education departments of 5 pilot districts and directors of pilot schools. Plan were signed on the joint implementation of the project on the implementation of the program of	8 weeks from the date of signing the contract (but not later than 23 April 2021)	Project Manager	30%

	additional eco-education (executor, district, pilot schools, SNPP).			
	The structure of the Program of Additional Environmental Education has been developed in cooperation with an expert on environmental education and ecotourism of the UNDP project.			
	The Concept for the design of environmental classrooms in 3 pilot schools has been prepared.			
	Submitted interim report on the work performed			
2.	The necessary equipment was purchased for 6 pilot schools to demonstrate teaching materials in accordance with the TOR.	29 weeks from the date of signing the contract (but not	Project Manager	20%
	Thematic design of ecology classrooms in 2 pilot schools (Ulken-Naryn village and Saty village) has been completed.	later than 17 September 2021)		
	Purchased and delivered 2 sets of school weather stations for 2 pilot schools (Kurchum village and Shonzhy village)			
	Developed and approved the Regulation and work plan of the school forestry of the pilot school in the village. Kazakhstan.			
	Draft versions of a teaching manual for teachers and teaching materials on additional environmental education have been prepared.			
	Submitted interim report on the work performed			
3.	Educational materials for additional environmental education have been published in full and are used for educational purposes.	53 weeks from the date of signing the contract (but not later than 04 March	Project Manager	30%
	The results of the competition among students of schools in 5 pilot districts for the best research paper on the study and conservation of biodiversity have been summarized	2022)		

	School forestry of the school Kazakhstan, v.Kazakhstan is equipped with uniforms and tools. A demonstration training site for conducting practical exercises for students of Topkain village has been arranged on the territory of the Medvedskoy forest nursery The transfer of equipment and teaching materials to the balance of pilot schools has been completed; Submitted interim report on the work performed			
4.	The program of additional environmental education is approved by the district education departments and is being implemented in pilot schools Educational trainings were conducted for teachers of secondary schools in 5 pilot districts on conducting additional	62 weeks from the date of signing the contract (but no later than 06 May 2022)	Project Manager	20%
	environmental education The results of the competition among school teachers of 5 pilot districts for the best conduct of ecology lessons have been announced			
	Monitoring, assessment and analysis of the results of the implementation of the Program of Additional Environmental Education has been carried out.			
	A Youtube channel has been created, the content has been uploaded, the interested parties have been informed.			
	Submitted final report on the work performed			
	Total:			100%

Note: the costs of organization and facilitation of the educational trainings (2022), including catering and supplies expenses are borne by contractor. All expenses must be included in the financial proposal of

contractor. The financial proposal should take into account the costs of the purchase and delivery of equipment and the provision of services listed in Annexes 1-2.

The financial proposal should include the services of 5 local coordinators (Ulken-Naryn village, Kurchum village, Shonzhy village, Saty village, Kazakhstan village), who should be engaged in work for a short-term period (6 months) in order to assist in the timely organization and implementation of activities, the coordination of training programs. Local coordinators are subject of approval within the framework of this project.

REPORTING REQUIREMENTS:

- 1. The interim and final reports are required to be submitted in Russian and English languages, in electronic form MS Word format for Windows files, font: Times New Roman 12 at the time indicated above.
- 2. The reports are subject of approval of project manager and project expert, documents are used as a basis for making related payments.
- 3. The reports must be necessarily accompanied by supporting materials: technical specifications, invoices for services rendered, invoices for the purchased equipment, handover certificates, photo and video materials and any other supporting documents.

WORK DURATION:

The total duration of work is 14 months from the date of signing the contract (presumably March 2021 – May 2022).

TERMS OF PAYMENT:

Payment is made in tranches after satisfactory completion of the relevant item "Scope of work" of the Terms of Reference and authorization of the results by the UNDP Biodiversity Project Manager on the provision of a certificate of completion.

RESPONSIBILITY AND COORDINATION:

- The Contractor is fully responsible for the accuracy and validity of the information provided and for the timely provision of the results of work performed and reports;
- During the implementation of the work, the Contractor is accountable to the UNDP biodiversity project manager and the landscape planning expert.
- All actions related to the performance of this work must be coordinated with the specified Project staff;
- The Contractor submits the materials of the work performed to the UNDP Project (addressed to the project manager) for comments and approval;
- The work must be performed efficiently and in a timely manner, in accordance with the requirements of the contract and the terms of reference.
- In case of poor quality of work of the Contractor, UNDP reserves the right to terminate the contract unilaterally;
- The UNDP Project reserves the right to make changes to the scope of services (increase or decrease) no more than 25% of the total offer, that do not affect the overall nature of the work and cost of services under the contract.

- The contractor transfers to UNDP all copyrights for the developed educational and teaching materials. Upon completion of the work, the UN Development Program will receive all direct and related copyrights for the use of products that will be manufactured under the TOR.

INTERACTION / COOPERATION

The list of organizations with which the Contractor / Contractor is supposed to work / interact / cooperate / meet in the course of the work:

- regional departments of education of the Uygur, Katon-Karagai, Kegen and Tolebi regions;
- management and staff of pilot schools in the village. Shonzhy, Saty, Topkain, Kurchum and Kazakhstan;
- Katon-Karagayskiy SNPP, Charynskiy SNPP, Sairam-Ugamskiy SNPP, SNPP Kulsay kulderi;
- UNDP project team, expert on ecotourism and eco-education, territorial experts of the UNDP project on conservation of forest ecosystems;
- NGOs and other public organizations at the regional and district levels.

TRAVEL SCHEDULE *:

To carry out the scope of work under this contract, trips to Almaty, Katon and Turkestan regions are envisaged. The travel schedule is presented in Annex 1-1 to this Terms of Reference. The detailed work schedule and departure dates are previously agreed with the project manager and landscape planning expert. Travel expenses must be included in the financial proposal.

* Due to the current situation related to the novel coronavirus COVID-19 and the possible resumption of restrictions on free movement in Kazakhstan, the organization of travel / public events may be restricted. In this case, the company must have all the necessary resources to conduct meeting/ works / presentations / events online / remotely using digital technologies.

If the situation described above occurs, the amount of the offer included in the travel and event arrangements will be deducted from the contract.

QUALIFICATION REQUIREMENTS FOR SUPPLIERS OF SERVICES (See Appendix 2 of RFP-2020-072 for a list of all required submission documents):

A service supplier can be an organization that meets the following requirements:

- Must have legal capacity to enter into agreements (certificate of registration / re-registration, constituent documents);
- Be solvent, not subject to liquidation, their property is not seized, and their business activities
 are not suspended constrainedly by laws (certificate of absence of debts in tax authorities and
 serviced banks), audited financial statements for 2019-2020. If the company is exempted from
 the audit a confirmation certificate from the contractor, profit and loss statement, balance
 sheets for 2019-2020. Provide VAT Certificate (if applicable);

- 3. Have 3 years of experience in the implementation of environmental projects, projects on environmental education, environmental education, information, social and environmental research;
- 4. Have 3 years of experience in the development of various educational and methodological recommendations, methodological teaching aids and other educational material;
- 5. Certificates and accreditations including quality certificates, patents, environmental certificates, etc.
- 6. Provide a list of similar services performed over the past 3 years to confirm experience mentioned in the clauses 3-4 above (name of the Customer, subject of services / works, the year of the provision of services, costs and contacts of the customer);
- 7. Provide 3 reviews and recommendations from previous customers for similar / analogous services;
- 8. Availability of material and technical base (Internet connection, computer, office equipment) provide written confirmation.
- 9. A work schedule is provided (must include the composition of the team and the distribution of responsibilities, a description of the methods and procedures for performing the work);
- 10. Availability of qualified personnel with the necessary work experience and qualifications according to the table below, with the provision of a detailed resume, documents confirming the expert's qualifications (diplomas, certificates of advanced training in the subject area, other certificates), as well as written confirmation from each employee that they will be available during the entire duration of the contract.
- 11. 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.

Table. Requirements for the main staff and qualifications of a group of experts involved in the implementation of work on this technical assignment:

Nº п/п	Team composition	Number of people	Proposed term of involvem ent in the project, months	Min. acceptable educational level and field of study	Special skills / experience
1.	Team Leader	1	14	Higher education in the field of humanities and natural sciences (pedagogy, ecology, etc.)	At least 5 years of work experience in the field of pedagogy, work with youth, schoolchildren, ecology Experience in the implementation of at least 3 projects with engagement of

					youth, students, local communities in the field of environmental protection, environmental education, eco-education
2.	Procurement and finance assistant/logistic s assistant	1	14	Higher education in economics, finance and other related sciences	Experience in the field of finance and administration at least 3 years
					At least 1 year of experience in procurement, contract support, preparation of technical specifications, etc.
					At least 1 year of experience in organizing and supporting events, seminars, trainings
3.	Expert on flora and botany	1	6	Higher education in biology (botany)	Experience in botanical research for at least 3 years
					At least 3 years of experience in scientific research / projects for the study and conservation of flora in the project areas
4.	Expert on wildlife and animal world	1	6	Higher education in biology (zoology)	Work experience in the field of zoological research at least 3 years
					At least 3 years of experience in scientific research / projects for the study and conservation of fauna in the project areas
	Total:	4			

ANNEX 3-1

SCHEDULE OF MEETINGS / TRIPS / FIELD TRAVELS TO PROJECT TERRITORIES FOR 2021-2022

District names	Number of days	Purpose				
East-Kazakhstan region						
Katon-Karagai and Kurchum districts (2 persons)	7 days, August / September 2021	Coordination and approval of the additional environmental education program, coordination and monitoring of work on provision of pilot schools with teaching materials and equipment.				
Katon-Karagai and Kurchum districts (2 persons)	10 days, January-February 2022	Facilitation of trainings for schoolteachers on implementation of additional environmental education program Monitoring of project results, summing up the results of the implementation of additional environmental education program				
Subtotal:	17 days					
	Almaty	region				
Uyghur and Kegen districts (2 persons)	6 days, August-September 2021	Coordination and approval of the addition environmental education program, coordination at monitoring of work on provision of pilot schools wite teaching materials and equipment.				
	8 days January-February 2022	Facilitation of trainings for schoolteachers on implementation of additional environmental education program Monitoring of project results, summing up the results of the implementation of additional environmental education program				
Subtotal:	14 days					
	Turkestan region					
Tolebi district (2 persons) 4 days, August - Septe		Coordination and approval of the additional environmental education program, coordination and				

	2021	monitoring of work on provision of pilot schools with teaching materials and equipment.		
	5 days January -February 2021	Facilitation of trainings for schoolteachers on implementation of additional environmental education program Monitoring of project results, summing up the results of the implementation of additional environmental education program		
Subtotal:	9 days			
Nur-Sultan city				
A trip to Nur-Sultan for the presentation and delivery of the final report (1 person)	2 days March 2022	Presentation and approval of the final report on the results of work with the UNDP project		
Subtotal:	2 days			
TOTAL:	42 days			

Note: Number of days is based on the conducted travel. In the event of re-introduction of quarantine measures in 2021, instead of trips and public events, online meetings with heads of district departments, administrations of pilot schools and pilot SNNPs should be conducted. Dates and duration of visits should be approved by project manager and landscape planning expert and can be postponed / canceled by agreement. In this case, travel costs (ticket prices, travel expenses) and /or facilitation of public events will be deducted from the contract value.

ANNEX 3-2

List of the required equipment, materials, tools and services for the implementation of the program on additional environmental education in 3 project areas

Nº п/п	Item	Number	Final destination	
		/Volume		
Tec	Technical support to 6 pilot schools for the demonstration of educational materials on additional environmental education			
1.	Laptop	6		
	Recommended specifications:			
	- 2020;			
	- OS: Windows 10 Pro, Rus, 64-bit;			
	- CPU: Intel Core i5			
	- Clock frequency: 2.0 Гц			
	- Number of cores: 6			
	- RAM: 360 Гб, DDR4			
	- Hard drive: 256 ГБ, SSD			
	- Screen: 15"			
2.	Antivirus: Kaspersky Internet Security 2020, 4	6		
3.	Projector	6		
	Recommended specifications:			
	- Brightness (range):3000-3800			
	- Brightness: 3600			
	- Contrast: 15000:1			
	- Resolution: 1024 x 768		East-Kazakhstan region:	
	- Image format:4:3		1) Katon-Karagay district,	
4.	Screen for projector	6	v.Ulken-Naryn,	
	Recommended specifications:			

	- Canvas: Matt white		2) Katon-Karagay region,
	- Luminance factor: 1.0		v.Topkain
	- Canvas size: 203x203		3) Kurchum district, v. Kurchum,
	- Working surface size: 195x195		Kurchum,
	- Screen aspect ratio: 1:1		Turkestan region:
5.	Compact digital camera	6	-
	Recommended specifications:		4) Tolebi district, v. Kazakhstan;
	- Total number of pixels, mln: 21,1		
	- Number of effective pixels, mln: 20,3		Alma-Ata region:
	- Matrix type: CMOS		5) Uygur district, v. Shonzhy;
	- Extended ISO values: ISO3200		6) Kegen district, v. Saty
	- Display diagonal, inch: 3		
	- Optics included		
	- Focal length, mm: 4.3 - 51.5		
	- Video and sound recording		
	- Maximum video recording resolution: Full HD - 1920x1080		
	- Memory card support: SD		
	- Memory card: 32 Гб;		
	- Compact camera case		
Th	ematic design of ecology / biology classrooms in 2	pilot schools (v.	Ulken-Naryn and v. Saty)
1.	Floor carpet (green), 120 sq.m. (60 sq.m. for	120 sq.m.	1) East Kazakhstan region:
	each office)		Katon-Karagay district, v. Ulken-Naryn, Secondary
2.	Chair ottomans (10 for 1 office)	20 pc.	school named after
3.	Round table (2 for 1 study)	4 pc.	Damitov, v. Ulken-Naryn
4.	Chairs upholstered (15 for 1 cabinet)	30 pc.	2) <u>Almaty region:</u>
5.	Cork board 60x90 (3 pcs. For 1 cabinet)	6 pc.	Kegen district, v. Saty
6.	Shelving for books and materials (2 for 1 cabinet)	4 pc.	Secondary school name after Turkebaev, v. Saty

Design of meteorological sites on the territory of 2 pilot schools (Kurchum village and Shonzhy village)			
1.	School weather station with a booth	2 sets	
	Recommended specifications:		
	- meteorological booth - 1 pc.,		
	- thermometer - 1 pc.,		
	- a table for determining moisture content - 1 pc.,		
	- hygrometer - 1 pc.,		East Kazakhstan region:
	- aneroid barometer - 1 pc.,		1) Kurchum district, v.
	- rain gauge - 1 pc.,		Kurchum
	- weather vane with compass - 1 pc.,		Alma-Ata's region:
	- Beaufort scale - 1 pc.,		2) Uygur district, v. Shonzhi
	- racks - 4 pcs.,		
	- short crossbars - 4 pcs.,		
	- long crossbars - 4 pcs.,		
	- screws - 16 pcs.,		
	- sundial - 1 piece,		
	- operation manual - 1 pc.		
	Design of a training site on the territory of	f the Medvedsky	forest nursery
1.	Manufacturing and installation of 1 information stand on the territory of the Medvedsky forest nursery	1	East Kazakhstan region: Katon-Karagay district, Medvedsky forest nursery
	Technical support of the school forest	ry of the pilot scl	nool, v. Kazakhstan
1.	Bayonet shovels	15	
2.	Shovels	5	
3.	Rake	15	
4.	Choppers	15	
5.	Medium axes	3	Turkestan region: Tolebi district, s. Kazakhstan, SI
6.	Medium hacksaws	3	district, s. Nazakristari, si

7.	Hammer	3	"Secondary school
8.	Manual plane	3	Kazakhstan <u>"</u>
9.	Drill without impact	2	
10.	Electric jigsaw L-570	1	
11.	Wood chisel set	1	
12.	Uniforms for boys	9	
12.	Uniforms for girls	11	
	Prize fund for the competition an	nong students of	5 pilot districts
1.	First place - smartphone	5 pc.	
2.	Second place - tablet	5 pc.	
3.	Third place - smart watch	5 pc.	
	Prize fund for the competition an	nong teachers of	5 pilot schools
	distr	icts	
1.	First place 50 000 tenge, Appreciation letter	5 pc.	
2.	Second place 30 000 tenge, Appreciation letter	5 pc.	
3.	Third place 20 000 tenge, Appreciation letter	5 pc.	
	Provision of services on development and	publishing of tea	ching materials
	in regards to the program of additional enviro	nmental education	on in 3 project areas
1.	Development of design, layout, translation into Kazakh, proofreading, printing of a teaching aid for additional environmental education (at least 50 pages) for teachers of natural sciences in grades 3, 6, 7 and 8	900 copies	300 copies each per 1 project area. On 3 territories: 900 copies. Project areas: • Altai and Saur-Tarbagatai (East Kazakhstan region); • Northern Tien Shan and Zhetysu Alatau; • Western Tien Shan

			Type of printing: simple typographic, black and white printing
2.	Development of design, layout, translation into Kazakh, proofreading and production (release) of a cycle of electronic lectures (presentations) for students in grades 6, 7 and 8 on additional environmental education	90 lectures- presentations	30 lectures per 1 project area (10 lectures per class, 3 classes in total: 6, 7, 8 classes). In total on 3 territories: 90 lectures-presentations. Project areas: • Altai and Saur-Tarbagatai (East Kazakhstan region); • Northern Tien Shan and Zhetysu Alatau; • Western Tien Shan
3.	Development of design and production of 15 video lessons in Kazakh and Russian languages (5 video lessons for each project area), duration no more than 15-20 minutes	15 video tutorials	5 video lessons for each project area Project areas: • Altai and Saur-Tarbagatai (East Kazakhstan region); • Northern Tien Shan and Zhetysu Alatau; • Western Tien Shan
Equipping pilot schools with books			

1.	Purchase of popular scientific publications, encyclopedias of the flora and fauna of Kazakhstan in the Kazakh language (20 books for each school)	120	20 books for each school
	Set for 1 pilot school:		
	- Reserves and national parks of Kazakhstan - 3 books;		
	- Through the pages of the Red Book. Vertebrates - 5 books;		
	- Treasures of the flora of Kazakhstan. through the pages of the Red Book - 5 books;		
	- The flora of Kazakhstan (illustrated encyclopedia) - 5 books;		
	The amazing world of invertebrates - 2 books.		

ANNEX 3-3

INFORMATION

regarding pilot schools where the

additional environmental education programs are planned to be implemented, with the aim to to increase the level of knowledge about the biodiversity of the project areas

Project area "Altai and Saur-Tarbagatai"

PSI "Secondary School named after K. Damitov" is located in the East Kazakhstan region, Katon - Karagay region, in the village of Ulken Naryn.

Contacts: East Kazakhstan region, Katon-Karagay district, Ulken Naryn village, 20A, Gagarin street. Kabdikarimova Gulnaz Sabyrzhanovna, school principal, ph.: 8-775-779-00-87, тел: 8-72-341-293-36, e-mail: kabdosh_damitov@mail.ru

The school was commissioned in 2015, the main campus is 3-storey building, on both sides there are two 2-storey campuses, the total capacity is designed for training 500 students, currently the total number of students is 405. At the end of the academic year, the school was completed with 31 classes. Of these, grades 1 to 4 (178 students), 5 to 11 (185 students) and preparatory class - 42. The school is connected to power lines, has access to Internet at a speed of 4 Mbps. School area - 7028 sq.m, useful area - 5337.3 sq.m. Complete school. The number of teachers is 58. The language of instruction is Kazakh. Heat supply - own solid fuel boiler house, central water supply.



On the territory of the school there are sports grounds, a volleyball, basketball and an initial military training ground. There is also a phenological section for observation with students, where students with a biology teacher conduct practical observations. The alley of graduates is located on the territory of the school, the students of the school take care of it. In addition, the school has sports and dance clubs.

Every year, students take an active part in the regional action "March of Parks", which is held by the RSU "Katon-Karagayskiy SNPP".

The school administration is interested in cooperation with UNDP on environmental education and other issues, for example, there is a need in the development of children's tourism.

The school administration plans to provide an environmentally friendly office space located on the 3rd floor, measuring about 53.5 square meters, which is located near the biology office. The school employs

teachers with extensive experience and work experience in teaching such subjects as biology and geography:

- biology teachers: Zhumshitova Rozagul Kayyrdinovna work experience 28 years, Kabdykarimova Gulnaz Sabyrzhangyzy work experience 27 years;
- teachers of geography: Bayzhumina K.S. 35 years of work experience, Zh.Rayymova 7 years of work experience, Zhanibek Anel of work experience 4 years.

PSI "Kurchum secondary school No. 1 named after Yu. A. Gagarin", East Kazakhstan region, Kurchum district, Kurchum village.

The school is located in village Kurchum, 103, Bauyrzhan Momyshuly street. The school was built in 1961, the building is two-story, consists of two campuses connected by a corridor, the capacity designed for 400 students.

Contacts:

School principal – Erbolat Mazhibayev -8(72339)22018, 87769980303

Deputy principal for teaching and educational work - Seitzhanova Indira Zeinoldanovna, 8 (72339) 22017, +7 771 7731479.





The view of the school

The total number of students is 589. The school is complete. At the end of the 2019-2020 academic year, the school was equipped with 35 class sets, of which classes 1-11 are 32 sets. The school is connected to a separate transformer, has Internet access at a speed of 8 Mb / s. The total area of the school is 2174 sq. m and the area of the land plot is 2 hectares. On the school grounds there is a school plot for growing crops for the purpose of conducting experiments.

Each year, for schoolchildren, at the expense of the student component hours from the variable part of the basic curriculum, an elective course "Ecology-health of the planet" is allocated, a total of 34

hours per year. The main objectives of the course: improving knowledge of the laws of living nature, understanding the essence of the relationship of living organisms with the environment and the formation of skills to manage the physical and mental state; fostering a respectful attitude to nature, native land, patriotism and citizenship, love for one's homeland. In the school for middle-level students there are ecological circles "Young Ecologist", "Zhas Naturalist" and ecological lessons are held for students of the elementary grades.

Every year in April, the school takes an active part in the regional action "March of Parks", which is held by the RGU "Markakol State Natural Reserve".

The purpose of this activity is to draw the attention of the population to the problems of specially

protected natural areas and provide them with real practical assistance, environmental education of the population. The school team actively participates in competitions and takes prizes.

In 2017, the team of the Kurchum secondary school No. 1 in the regional campaign "March for Parks-2017" took 1st place and took part in the regional round, where it was awarded a cup for active participation.

The school participates on an ongoing basis in all ecological district actions, such as "Clean village", "Clean street", "Clean spring", etc.



In 2019, the school team took 2nd place in the regional competition "Tabikhatty ayala".

PSI "Topkain secondary school", East Kazakhstan region, Katon-Karagai district, Topkain village.

The pilot school is located in the village. Topkain, 16, Zelimkhan street. The school building is one-story, has an L-shaped plan with an attached gym.

Contacts: Sailaukhanov Aydin Sailaukhanovich, school principal, +7 705 282 03 96, 8 (72-342) 2-07-76; Toktaubaeva Asel, biology teacher, +7 778 578 06 56.



The area of the school is 2,244 sq. M., The useful area is 1,919 sq. M., The area of the land plot is 2.7 hectares. The school is complete, grades 1-11, number of students - 76. Number of teachers - 28. Language of instruction - state. Power supply from a transformer (uninterruptible power supply), heat supply - electric, centralized water supply. The school is equipped with a fire alarm. Installation of telephones - available

On the territory there is a hockey rink, football field, sports fields, as well as a gardening field. The school runs circles: volleyball, chess, togyzkumalak, the national Kazakh game asyk, handicrafts, dancing, mini football.

Near the school there is a forest nursery of the Katon-Karagai State Research and Production Enterprise, where schoolchildren can get acquainted with the cultivation of seedlings and in the future there is an opportunity to conduct scientific research, as well as an interesting and picturesque tourist and excursion route Berkutaul.





Biology class



Old meteorological site on the school grounds

The school has an ecological club "Bastau". Pupils actively participate in the annual environmental campaign "March for Parks". Inspectors of the Katon-Karagai SNPP lecture students on various topics.

Project area "Northern Tien Shan and Zhetysu Alatau"

PSI "Secondary School. A. Turkebaeva ", Almaty region, Kegen district, Saty village

The pilot school is located in the village. Saty, 55, Ultarakova street. The school is complete (grades 1-11), number of students - 168 students. Connected to power lines, uninterrupted power supply is provided. It is located near the administrative building of the State Scientific and Production Enterprise "Kulsay kulderi".

Contacts: Mombekov Bazaraly Musabekovich, +7 705 388 71 88.

The school facilitates additional classes: wrestling, boxing, volleyball, chess, handicrafts, dancing and singing. There is an additional payment to teachers for facilitation of these classes. Sports clubs are paid from the regional budget, and the rest of the classes- from the district budget. When introducing additional classes in eco-education, it is necessary to provide payment for the teacher. There is no school forestry in the school.

Students of this school regularly participate and conduct environmental and educational activities together with the State Scientific and Production Enterprise "Kulsay Kulderi". Schoolchildren visit the Nature Museum of the park, take an active part in environmental campaigns.

The school administration is ready for joint cooperation with the UNDP project and will provide full assistance and assistance. There is an order of the headmaster of the school on the assignment of teachers to run an environmental education circle and a list of students. Also, the school management is ready to allocate one room for equipping it for environmental purposes. It is also proposed to equip a meteorological site for schoolchildren in the school yard.

Complete view of the school







Room for conversion to ecological class

PSI "Secondary School No. 4", Almaty region, Uygur district, Shonzhi village

The pilot school is located in the Uygur region, with. Chundzha, 878a, Appazov street. The school is complete (grades 1-11), the number of students is 608 students.

The school is connected to power lines, uninterrupted power supply. The building is located near the administrative office of the Charyn State National Research and Production Enterprise.

Contacts: Venera Anarbekovna Saydakhmetova, school principal, work tel. 8 (72778) 2-52-63, cell. +7 777 276 78 11, Smagulova Zhanargul Aipekovna, head teacher of the school, +7 700 231 08 94

The school is new, the building was commissioned in 2013. The school conducts additional environmental studies in the form of optional classes, and the school also has a school forestry.

SNPP employees and students regularly conduct environmental and educational activities, schoolchildren go on excursions to the Museum of Nature and take an active part in environmental actions.





Room for facilitation of ecological classes

Project area "Western Tien Shan"

PSI "Secondary school Kazakhstan", Turkestan region, Tolebi district, Kazakhstan village.

Contacts, address: Turkestan region, Tolebi district, village Kazakhstan,8, K. Zhumzhaev street, 8 725 47 5-18-42, 5-17-05. Alipbaev Mukhtar Seydalyuly, school principal, + 7 702-279-84-69.

The school was built in 2004, a 2-storey building, consists of 2 buildings, connected by a corridor, the design capacity is designed to train 125 students.

The total number of students is 323 students. At the end of the academic year, the school is staffed with 18 classes, of which 2 or 3 classes from the 1st to the 6th year of study, and 1 class from the 7th to the 11th year of study. ... The school is connected to power lines and has a separate transformer.

Since 2015, the school has been operating a school forestry "Zhas naturalist", the number of students is 17 people. In the summer, members of the school forestry take part in the care of seedlings and saplings grown in the forest nursery of the Tolebi branch of the Sairam-Ugam SNPP. This forest nursery is located on the outskirts of the village. Kazakhstan, the distance from the school is 2 - 2.5 km.

Pupils of the school take an active part in environmental campaigns held by the Tolebi branch of the Sairam-Ugam State Scientific and Production Enterprise (March of Parks, etc.), are engaged in the manufacture and installation of birdhouses on trees, actively participate in all events held at the level of the rural district and district.

The total area of the adjacent school territory is about 5.0 hectares. On the territory of the school there is an alley of labor veterans and participants of the Great Patriotic War of the inhabitants of this village. School students take care of it, the school grounds are well-groomed, there is a lot of greenery.

There is also a site where students are engaged in sowing seeds and growing tree seedlings. In addition, the school has clubs for young artists and singing (choir), as well as sports clubs for kazakh kures, boxing and volleyball.

It should be noted that the Sairam-Ugam SNPP plans to relocate the central office to the village of Kazakhstan in the future. There is a state act for a land plot with an area of 5.35 hectares, where it is planned to locate the head office of the SNPP, the Visit Center and the Museum of Nature.





View of the school





Plots for growing trees

Annex 4

United Nations Программа развития **Development Programme** Объединённых Наций Resilient nations. Resilient nations. **Contract for Goods and/or Services** Договор на закупку Товаров и / или **Between the United Nations Development** оказание Programme and [insert name of the услуг между Программой Развития Организации Объединенных Наций **Contractor** и [Название Подрядчика] 1. Country Where Goods Will be Delivered 1. Страна, в которой будут поставляться and/or Services Will be Provided: Товары и / или предоставляться Услуги ПРООН: [] запрос цен 2. 2. UNDP: [] Request for Quotation [] Request [] запрос for Proposal [] Invitation to Bid [] direct предложения [] Приглашение на участие в contracting тендере [] заключение договора без конкурсного отбора Number and Date: Номер и дата: 3. Contract Reference (e.g. Contract Award Ссылка на номер Договора (напр. Number): Номер присуждения договора): 4. Long Term Agreement: [Yes] [No] [indicate as Долгосрочное соглашение: [Да] [Нет] appropriate] [указать нужное] 5. Subject Matter of the Contract: [] goods [] Предмет Договора: [] товары [] услуги services [] goods and services [] товары и услуги 6. Type of Services: 6. Тип услуг: 7. Contract Starting Date: 7. Дата начала Договора: 8. Contract Ending Date: 8. Дата окончания Договора: 9. Total Contract Amount: [insert currency and Общая сумма Договора: [указать amount in figures and words] валюту и сумму цифрами и прописью] 9a. Advance Payment: [insert currency and 9а. Предоплата: [указать валюту и сумму amount in figures and words or indicate "not цифрами и прописью или отметить «не применяется» applicable"] 10. Total Value of Goods and/or Services: 10. Общая стоимость Товаров и / или [] below US\$50,000 (Services only) – UNDP Услуг: General Terms and Conditions for Institutional (de minimis) Contracts apply

[] below US\$50,000 (Goods or Goods and Services) – UNDP General Terms and Conditions for Contracts apply [] equal to or above US\$50,000 (Goods and/or Services) – UNDP General Terms and Conditions for Contracts apply	[] Меньше 50.000 долл. США (только Услуги) - применяются Общие условия ПРООН для базовых (незначительных) договоров [] Меньше 50.000 долл. США (Товары или Товары и Услуги) - применяются Общие условия для договоров ПРООН [] 50 000 долл. США или больше (товары и / или услуги) - применяются Общие условия для договоров ПРООН		
11. Payment Method: [] fixed price [] cost reimbursement	11. Способ оплаты: [] фиксированная цена [] возмещение расходов		
12. Contractor's Name:	12. Название (имя) Подрядчика:		
Address:	Адрес:		
Country of incorporation:	Страна регистрации:		
Website:	Веб-страница:		
13. Contractor's Contact Person's Name:	13. Контактное лицо Подрядчика:		
Title:	Должность:		
Address:	Адрес:		
Telephone number:	Телефон:		
Fax:	Факс:		
Email:	Электронная почта		
14. UNDP Contact Person's Name:	14. Контактное лицо ПРООН:		
Title:	Должность:		
Address:	Адрес:		
Telephone number:	Телефон:		
Fax:	Факс:		
Email:	Электронная почта:		
15. Contractor's Bank Account to which	15. Банковский счет Подрядчика, на		
payments will be transferred:	который будут осуществляться платежи:		
Beneficiary:	Получатель:		
Account name:	Название счета:		
Account number:	Номер счета:		
Bank name:	Название банка:		
Bank address:	Адрес банка:		
Bank SWIFT Code: Bank Code:	SWIFT-код: Код банка:		
Routing instructions for payments:			
	Инструкции по назначению платежей:		
This Contract consists of the following documents, which in case of conflict shall take	Настоящий Договор состоит из следующих		
precedence over one another in the following	документов, которые, в случае возникновения несоответствия, имеют преимущество друг		
order:	перед другом в следующем порядке:		
order.	- перед другом в отедующем порядке.		
	1. Данная титульная страница («Титульная		
1. This face sheet ("Face Sheet").	страница»).		

- 2. UNDP Special Conditions [delete if not applicable].
- 3. [UNDP General Terms and Conditions for Contracts] [UNDP General Terms and Conditions for Institutional (de minimis) Contracts] [delete if not applicable and remove square brackets].
- 4. 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 [delete if not applicable].
- 5. Technical Specifications for Goods [delete if not applicable].
- 6. The Contractor's Technical Proposal and Financial Proposal, dated [insert date], as clarified by the agreed minutes of the negotiations meeting, dated [insert date]; these documents not attached hereto but known to and in the possession of the Parties, and forming an integral part of this Contract.
- 7. Discount Prices [to be used in cases where the Contractor is engaged on the basis of an LTA; delete if not applicable].

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.

- 2. Специальные условия ПРООН [удалить, если не применяется].
- 3. [Общие условия ПРООН для договоров] [Общие условия ПРООН для базовых (незначительных) договоров] [удалить, если не применяется, и удалить квадратные скобки].
- 4. Техническое задание (ТЗ) и График платежей, которые включают описание услуг, предмет поставки и задачи по выполнению, плановые показатели, сроки поставки, график осуществления платежей и общую сумму договора [удалить, если не применяется].
- 5. Техническая спецификация Товаров [удалить, если не применяется].
- 6. Техническое и Финансовое предложение Подрядчика от [указать дату], с разъяснениями и уточнениями согласно утвержденному протоколу переговоров от [указать дату]; эти документы не прилагаются, но известны сторонам и находятся в их распоряжении, а также являются неотъемлемой частью настоящего Договора.
- 7. Цены со скидкой [применяются в тех случаях, когда Подрядчик привлекается к сотрудничеству на основе долгосрочного соглашения; удалить, если не применяется]. Все вышеперечисленное, включая все, на что ссылается этот документ, являет собой полный объем договоренностей («Договор») между Сторонами, при этом все предыдущие переговоры и/или договоренности, имеющие отношение к предмету настоящего Договора, теряют силу независимо от того, выполнены они в устной или в письменной форме.

Настоящий Договор вступает в силу со дня проставления надлежащим образом уполномоченными представителями Сторон последней подписи на Титульной странице и прекращает свое действие в дату завершения Договора, указанную на Титульной странице. Внесение изменений и / или дополнений к настоящему Договору возможно лишь в случае оформления письменного соглашения

надлежащим образом уполномоченными представителями Сторон. IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place Настоящим удостоверяется, что должным and on the day set forth below образом уполномоченные это на представители Сторон подписали настоящий Договор от имени Сторон в месте и в день, указанные ниже For the Contractor: От имени Подрядчика Signature: Подпись: Name: Имя: Title: Должность: Date: Дата: For UNDP: От имени ПРООН: Signature: Подпись: Name: Имя: Title: Должность: Date: Дата

United Nations
Development Programme



Программа развития Объединённых Наций



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.

ОБЩИЕ УСЛОВИЯ ДЛЯ ДОГОВОРОВ

Настоящий Договор заключен между Программой Развития Организации Объединенных Наций, дочерним органом Организации Объединенных Наций, основанным Генеральной ассамблеей Организации Объединенных Наций (далее -«ПРООН»), с одной стороны, и компанией / предприятием или организацией, указанной на Титульной странице настоящего Договора (далее - «Подрядчик»), с другой стороны. 1. ПРАВОВОЙ СТАТУС СТОРОН: ПРООН и Подрядчик далее именуются как «Сторона»

- 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.

- или совместно «Стороны» по настоящему Договору, и:
- 1.1 В соответствии, среди прочего, с Уставом Организации Объединенных Наций Конвенции о Привилегиях и Иммунитетах Организации Объединенных Наций, Организация Объединенных Наций, включая дочерние органы, имеет полную правосубъектность И пользуется такими привилегиями иммунитетами, И которые необходимы для независимой реализации ее целей.
- 1.2 Подрядчик должен иметь правовой статус независимого подрядчика по отношению к ПРООН и ничто из того, что изложено в договоре или имеет к нему отношение, не может рассматриваться как установление или создание между Сторонами взаимоотношений на уровне работодателя и работника или принципала и агента. Должностные лица, представители, сотрудники субподрядчики каждой из Сторон не должны во всех отношениях считаться сотрудниками или агентами другой стороны, при этом каждая Сторона будет нести ответственность самостоятельно за все претензии, вытекающие из или в связи с наймом таких физических или юридических лиц.
- 2. ОБЯЗАННОСТИ ПОДРЯДЧИКА:
- 2.1 Подрядчик должен предоставить товары, указанные в Технической спецификации на Товары (далее - «Товары»), и / или предоставить услуги, указанные в Техническом задании и Графике платежей (далее «Услуги»), с должной ответственностью эффективностью, а также в соответствии с настоящим Договором. Подрядчик также должен предоставить всю техническую и административную поддержку, которая необходима для обеспечения своевременного удовлетворительного предоставления Товаров и / или Услуг.
- 2.2 В тех случаях, когда Договор предусматривает покупку Товаров, Подрядчик

- 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

- предоставляет ПРООН письменное доказательство доставки Товаров. Такое доказательство доставки должно как минимум включать счет, сертификат / свидетельство соответствия, а также другие товаросопроводительные документы, которые будут указаны в Технической спецификации на Товары.
- 2.3 Подрядчик подтверждает и гарантирует достоверность всей информации или данных, которые он предоставляет ПРООН для целей заключения настоящего Договора, а также качество исходных результатов и отчетов, предусмотренных настоящим Договором, с соблюдением самых высоких отраслевых и профессиональных стандартов.
- 2.4 Все сроки, указанные в настоящем Договоре, обязательны для осуществления поставки Товаров и / или оказания услуг.
- 3. ДОЛГОСРОЧНОЕ СОГЛАШЕНИЕ: Если ПРООН привлекает Подрядчика на основе долгосрочного соглашения («ДС»), которая указана на Титульной странице настоящего Договора, следующие условия должны быть применены:
- 3.1 ПРООН не гарантирует количество Товаров и / или Услуг, которое будет заказано в течение срока действия ДС.
- 3.2 Любое структурное подразделение ПРООН, включая, среди прочего, подразделение Штаб-квартиры, Представительство страны или Региональный центр, а также любая организация структуры ООН, может заказывать Товары и / или Услуги у Подрядчика по этому Договору.
- 3.3 Подрядчик обязуется предоставить Услуги и / или поставить Товары на условиях и в сроки, которые определены ПРООН и указаны в Заказе на покупку, регулируемый положениями и условиями настоящего Договора. Во избежание сомнений, ПРООН не имеет никаких правовых обязательств по

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

- отношению к Подрядчику до факта и момента выпуска Заказа на покупку.
- 3.4 Товары и/или услуги должны предоставляться по ценам со скидками, которые прилагаются к настоящему Договору. Цены будут оставаться действительными в течение 3 лет от начальной даты, указанной на Титульной странице настоящего Договора.
- 3.5 В случае любых выгодных технических изменений и / или снижения цен на товары и / или услуги в течение действия соглашения о предоставлении услуг, Подрядчик должен немедленно сообщить ПРООН об этом. ПРООН, в свою очередь, оценивает влияние любого такого события и может направить запрос на внесение изменений в соглашение о предоставлении услуг.
- 3.6 Подрядчик должен каждые полгода направлять ПРООН отчет о поставленных товарах и / или предоставленных услугах, если иное не предусмотрено Договором. Все отчеты должны направляться Контактному лицу ПРООН, которое указано на Титульной странице настоящего Договора, а также в структурное подразделение ПРООН заказчика товаров и / или услуг в отчетном периоде.
- 3.7 Долгосрочное соглашение действует в течение максимум 2 лет и может быть продлено ПРООН еще на один год по взаимному согласию Сторон.
- 4. ЦЕНА И ОПЛАТА:
- 4.1 ФИКСИРОВАННАЯ ЦЕНА: Если в качестве способа оплаты выбрана Фиксированная цена, в соответствии с Титульной страницей этого Договора, ПРООН должна уплатить Подрядчику фиксированную сумму, указанную на Титульной странице настоящего Договора, за выполненную и полную поставку Товаров и / или предоставление Услуг.
- 4.1.1 Указанная на Титульной странице настоящего Договора сумма не подлежит корректировкам или пересмотру в связи с изменением цен, валютными колебаниями

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 the of 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:** lf 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.

- или в связи с фактическими расходами, которые Подрядчик понес при выполнении Договора.
- 4.1.2 ПРООН осуществляет платежи Подрядчику в суммах и согласно графика платежей, который предусмотрен Техническим заданием и Графиком платежей, завершения Подрядчиком соответствующей поставки и после принятия ПРООН оригиналов счетов, предоставленных Подрядчиком Контактному лицу ПРООН, указанному Титульной на странице настоящего Договора, вместе CO всей сопроводительной документацией, которую может потребовать ПРООН.
- 4.1.3 В счетах должны указываться поставленные единицы с соответствующими суммами к оплате.
- 4.1.4 Платежи, совершенные ПРООН Подрядчику, не освобождают Подрядчика от его обязательств по настоящему Договору и не должны считаться принятием ПРООН товаров и / или услуг, поставленных / предоставленных Подрядчиком.
- 4.2 ВОЗМЕЩЕНИЕ РАСХОДОВ: Если Возмещение расходов выбрано способом оплаты согласно Титульной страницы этого Договора, за выполненную и полную поставку товаров и / или предоставление услуг ПРООН должна уплатить Подрядчику сумму, не превышающую общую сумму, указанную на Титульной странице настоящего Договора.
- 4.2.1 Указанная сумма является максимальной общей суммой возмещения расходов по настоящему Договору. Детализация затрат, изложенная в Финансовой части Титульной страницы настоящего Договора, должна указывать максимальный размер каждой категории расходов, подлежащих возмещению Договору. ПО настоящему Подрядчик в своих счетах или финансовых отчетах (по запросу ПРООН) должен указать сумму фактических расходов к возмещению,

- 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.

- которые он понес при поставке товаров и / или предоставлении услуг.
- 4.2.2 Подрядчик не может оказывать услуги и / или поставлять товары или оборудование, материалы и другие товарно-материальные ценности (ТМЦ), которые могут привести к возникновению расходов, размер которых превышает сумму, указанную на лицевой странице этого договора, или максимальный размер каждой категории расходов, расходов указанный детализации Финансовом предложении без предварительного письменного согласования Контактным лицом ПРООН.
- 4.2.3 Подрядчик предоставить должен оригиналы счетов или финансовые отчеты (по запросу ПРООН) по товарам, поставленным в соответствии с Техническим заданием на Товары и/или Услуги и Графиком платежей. В таких счетах должны указываться поставленные единицы с соответствующими к оплате. Они должны быть суммами предоставлены Контактному лицу ПРООН вместе с сопроводительной документацией и актуальной стоимостью, которую может потребовать ПРООН.
- 4.2.4 ПРООН осуществляет платежи Подрядчику после завершения Подрядчиком поставки соответствующей единицы (единиц) поставки согласно оригиналов счетов или финансовых отчетов (по запросу ПРООН) и после принятия ПРООН оригиналов счетов или финансовых отчетов. Такие платежи являются предметом любых особых условий возмещения, согласно детализации расходов в Финансовом предложении.
- 4.2.5 Платежи, совершенные ПРООН Подрядчику, не освобождают Подрядчика от его обязательств по настоящему Договору и не должны считаться принятием ПРООН товаров и / или услуг, поставленных / предоставленных Подрядчиком.

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 nonacceptance 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

5. ПРЕДОПЛАТА:

- 5.1 Если на Титульной странице настоящего Договора указана предоплата (авансовый платеж), Подрядчик должен предоставить оригинальный счет на сумму такого авансового платежа после подписания настоящего Договора Сторонами.
- 5.2 Если авансовый платеж составляет 20 или более процентов общей стоимости договора, или составляет 30 тыс. долл. США или более, и должен быть осуществлен ПРООН после подписания Договора Сторонами, условием для осуществления такого платежа будет получение и прием ПРООН банковской гарантии или подтвержденного банком чека на полную сумму авансового платежа, которые действительны в течение всего периода действия договора и оформлены по форме, приемлемой для ПРООН.
- 6. ПРЕДОСТАВЛЕНИЕ СЧЕТОВ И ОТЧЕТОВ:
- 6.1 Все оригиналы счетов, финансовые и другие сопроводительные отчеты необходимы документы, которые соответствии настоящим Договором, быть отправлены Подрядчиком должны почтой Контактному лицу ПРООН. По запросу Подрядчика и в случае согласия ПРООН счета и финансовые отчеты могут направляться ПРООН по факсу или электронной почте.
- 6.2 Все отчеты и счета Подрядчик должен направлять Контактному лицу ПРООН, указанному на Титульной странице настоящего Договора.
- 7. СРОК И СПОСОБ ОПЛАТЫ:
- 7.1 Счета должны быть оплачены в течение 30 (тридцати) дней с момента их принятия ПРООН. ПРООН обязана делать все возможное для принятия оригинала счета или для информирования Подрядчика о его неприятии в течение обоснованного периода времени после получения такого счета.
- 7.2 Если предоставляются услуги, то, в дополнение к счету, Подрядчик должен предоставить ПРООН отчет, в котором

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

- подробно описываются Услуги, которые предоставлялись по Договору в течение периода времени, охваченного каждым отчетом.
- 8. ОТВЕТСТВЕННОСТЬ ЗА СОТРУДНИКОВ: В тех случаях, когда Договор предусматривает предоставление ПРООН услуг должностными лицами, сотрудниками, агентами, служащими, субподрядчиками и другими представителями Подрядчика (вместе «персонал Подрядчика»), применяются следующие положения:
- 8.1 Подрядчик отвечает и принимает на себя все риски и ответственность, связанные с его персоналом и имуществом.
- 8.2 Подрядчик отвечает за профессиональную техническую компетентность своего персонала, которому он поручает выполнять работы по Договору, и будет выбирать надежных и компетентных лиц, способных эффективно выполнять обязательства Договору и которые при выполнении таких обязательств придерживаются местного законодательства И правил и отвечают высоким стандартам морально-этического поведения.
- 8.3 Такой персонал Подрядчика должен быть квалифицированным с профессиональной точки зрения и, в случае необходимости работы с должностными лицами персоналом ПРООН, должен быть способен делать это эффективно. Квалификация любого персонала, которому Подрядчик поручить или предложить выполнения какихлибо обязательств по Договору, должна быть не хуже, или лучше, чем квалификация любого персонала, предложенного Подрядчиком с самого начала.
- 8.4 На выбор и на исключительное усмотрение ПРООН:
- 8.4.1 ПРООН имеет право проверять квалификацию персонала, предложенного Подрядчиком (напр., Резюме), до начала

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

- выполнения таким персоналом любых обязательств по Договору;
- 8.4.2 квалифицированный персонал или должностные лица ПРООН вправе проводить собеседования любым С сотрудником, предложенным Подрядчиком для выполнения обязательств ПО Договору, начала выполнения таким персоналом любых обязательств по Договору; и
- 8.4.3 в случаях, когда в соответствии со статьей 8.4.1 или 8.4.2 выше ПРООН проверила квалификацию такого персонала Подрядчика, ПРООН вправе обоснованно отклонить любого сотрудника.
- 8.5 Требования, приведенные в Договоре о количестве или квалификации персонала Подрядчика, могут меняться В ходе выполнения Договора. Любые такие изменения должны вноситься только после письменного уведомления о предложенных изменениях после письменного Сторонами таких изменений, согласования при этом применяются следующие положения:
- 8.5.1 ПРООН имеет право в любое время запросить в письменном виде замену любого из сотрудников Подрядчика, а Подрядчик в таком случае не должен необоснованно отклонять такую просьбу.
- 8.5.2 Никто ИЗ персонала Подрядчика, которому поручено исполнять обязанности по Договору, не может быть отозван или заменен без предварительного письменного согласия ПРООН, при этом ПРООН не может необоснованно задерживать предоставлением такого согласия.
- 8.5.3 Отзыв или замена персонала Подрядчика должна осуществляться как можно быстрее и таким образом, чтобы это не имело негативных последствий на выполнение обязательств по Договору.

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.

8.5.4 Все расходы, связанные с отзывом или заменой персонала Подрядчика, в любом случае несет исключительно Подрядчик.

8.5.5 Ни одна просьба ПРООН отозвать или заменить персонал Подрядчика не должна считаться прекращением, полным или частичным, действия Договора, при этом ПРООН не несет ответственности за отозванный или замененный персонал.

8.5.6 Если просьба отозвать или заменить персонал Подрядчика не основывается на невыполнении или невозможности выполнения Подрядчиком своих обязательств по Договору, ненадлежащем исполнении обязанностей персоналом, или несостоятельности такого персонала корректно работать с должностными лицами и персоналом ПРООН, в таком случае, в результате такой просьбы отозвать или заменить персонал Подрядчика, Подрядчик не будет нести ответственность за любые задержки при выполнении ИМ СВОИХ обязательств по Договору, которые, главным образом, стали результатом отзыва или замены такого персонала.

8.6 Ничто в изложенных выше пунктах 8.3, 8.4 и 8.5 нельзя считать создающим для ПРООН любых обязательств ПО отношению персоналу Подрядчика, которому поручено выполнение работ по Договору, при этом исключительную ответственность за такой персонал будет продолжать нести Подрядчик. 8.7 Подрядчик отвечает за то, что весь персонал, которому Подрядчик поручил выполнение любых обязательств по Договору и который может иметь доступ к любым помещениям и другому имуществу ПРООН, должен:

8.7.1 пройти проверку безопасности или отвечать требованиям такой проверки, о которых ПРООН сообщила Подрядчику, включая, среди прочего, проверку на наличие судимостей;

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.

- 8.7.2 при территории нахождении на помещений имущества ПРООН или предъявлять такие идентифицирующие документы, которые могут быть приняты и предоставлены должностным лицам службы безопасности ПРООН, при этом в случае отзыва или замены любого персонала, или при прекращении или завершении действия Договора, такой персонал должен вернуть ПРООН все идентифицирующие такие документы для их аннулирования.
- 8.8 В течение 1 (одного) рабочего дня с момента получения информации о том, что правоохранительные органы обвинили коголибо из сотрудников Подрядчика, у которого есть доступ к любым помещениям ПРООН в совершении правонарушения, кроме незначительных нарушений правил дорожного движения, Подрядчик должен в виде сообщить ПРООН об письменном известных на момент TOT подробностях обвинения. а также продолжать информировать ПРООН о всех существенных изменениях в решении таких обвинений.
- 8.9 Вся деятельность Подрядчика, в том числе хранения оборудования, материалов, ТМЦ и запчастей, на территории помещений или имущества ПРООН должна ограничиваться согласованными или разрешенными ПРООН участками. Персонал Подрядчика не должен заходить или находиться на территории, в помещениях или с имуществом ПРООН, а также не должен хранить или утилизировать любое свое оборудование или материалы на таких участках, без соответствующего разрешения ПРООН.
- 8.10 Подрядчик должен (i) разработать соответствующий план безопасности и внедрить его с учетом обстановки в стране и на территории предоставления услуг; и (ii) принять на себя все риски и ответственность за безопасность и полную реализацию плана безопасности.

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

8.11 ПРООН оставляет за собой право проверять наличие такого плана и предлагать изменения к нему в случае необходимости. Отсутствие соответствующего плана безопасности, требуемое этим документом, а также его невыполнение, будет считаться нарушением условий настоящего Договора. Несмотря на вышеуказанное, Подрядчик будет продолжать нести ответственность безопасность своего персонала и имущество ПРООН, которое находится у него на хранении, в соответствии с пунктом 8.10 выше.

9. ПЕРЕУСТУПКА ПРАВ:

- 9.1 За исключением пункта 9.2 ниже, Подрядчик не может переуступать, отчуждать, передавать в залог или любым другим образом распоряжаться Договором, любой его частью, или любым правом, претензией или обязательством ПО Договору без предварительного письменного разрешения ПРООН. Любое такое отступление, передача, распоряжение предание залог или Договором, любой его частью, любыми правами, претензиями или обязательствами любая попытка такого ним, или распоряжения, не будет иметь юридической силы для ПРООН. За исключением случаев, когда ЭТО касается определенных уже согласованных субподрядчиков, Подрядчик может передавать любые свои обязательства по настоящему Договору только при условии предварительного письменного разрешения ПРООН. Любая такая передача или любая попытка такой передачи в других случаях не будет иметь юридической силы для ПРООН. 9.2 Подрядчик вправе переуступать или иным образом передавать Договор субъекту правопреемнику, который появился результате реорганизации предприятия Подрядчика, при условии, что:
- 9.2.1 такая реорганизация не является результатом процедуры банкротства, ликвидации или других подобных процедур; и

provided to UNDP following the assignment or transfer.

- 10. SUBCONTRACTING: In the event that the Contractor requires the services 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 proposed subcontractor that 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

- 9.2.2 такая реорганизация возникает в результате продажи, слияния или поглощения всех или существенной части активов или прав собственности Подрядчика; и
- 9.2.3 Подрядчик безотлагательно информирует ПРООН о такой уступку или передаче прав при первой возможности; и 9.2.4 лицо-реципиент такой уступки или передачи в письменном виде соглашается соблюдать условия и положения Договора, при этом такое письменное согласие должно быть безотлагательно предоставлено ПРООН сразу после такой уступки или передачи.
- 10. ПРИВЛЕЧЕНИЕ СУБПОДРЯДЧИКОВ: Если Подрядчику необходимы услуги субподрядчиков для выполнения каких-либо обязательств по Договору, Подрядчик должен предварительное получить письменное согласие ПРООН. ПРООН имеет право, по своему усмотрению, проверять квалификацию любых субподрядчиков и отклонять любого предложенного субподрядчика, которого ПРООН обоснованно считает неквалифицированным ДЛЯ выполнения обязательств по Договору. ПРООН вправе требовать, чтобы любой субподрядчик покинул помещение ПРООН, без предоставления каких-либо объяснений такого требования. Любое такое отклонение или любое такое требование не предоставляет Подрядчику право требовать любой отсрочки выполнения или заявлять любые оправдания невыполнения любого из его обязательств по при ЭТОМ Подрядчик Договору, исключительную ответственность за все услуги и обязательства, которые предоставляются и выполняются его субподрядчиками. Условия любого субподряда должны регулироваться и толковаться в полном соответствии со всеми положениями и условиями Договора.
- 11. ПРИОБРЕТЕНИЕ ТОВАРОВ: В случае, если Договор или любая его часть предусматривает любое приобретение Товаров и если иное конкретно не указано в нем, для таких покупок

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 2020" 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 Notwithstanding any pre-delivery inspection. 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 All reasonable facilities and the Contract. 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

по Договору применяются следующие условия:

11.1 ДОСТАВКА ТОВАРОВ: Подрядчик должен передать или предоставить товары, а ПРООН должна получить Товары, месте, определенном для доставки Товаров, и в срок, определенный договором ДЛЯ доставки Товаров. Подрядчик должен предоставить ПРООН товаросопроводительную прочего, документацию (включая, среди товарно-транспортные накладные, грузовые авианакладные, И коммерческие счета), указанную в Договоре или, в других случаях, которая обычно используется в торговле. Все руководства, инструкции, образцы и другая информация, касающаяся Товаров, должны быть выполнены на английском языке, если иное не предусмотрено договором. Если Договор не предусматривает иного (включая, среди прочего, любые «Инкотермс 2020» или подобные коммерческие условия), то весь риск потери, повреждения или уничтожения Товаров будет нести исключительно Подрядчик до момента физической доставки Товаров ПРООН в соответствии с условиями Договора. Доставка Товаров сама по себе не считается принятием Товаров ПРООН.

11.2 ОСМОТР (ПРОВЕРКА) ТОВАРОВ: Если Договор предусматривает, что товары подлежат осмотру (проверке) до их доставки, Подрядчик должен сообщить ПРООН, когда Товары будут готовы для осмотра (проверки) перед доставкой. Несмотря на любой осмотр (проверку) перед доставкой, ПРООН или ее компетентные инспекторы могут проверять Товары после доставки для того, чтобы убедиться в соответствии Товаров применимым техническим требованиям или другим требованиям Договора. Все разумные возможности и поддержка, включая, среди прочего, чертежам доступ производственным данным, должны предоставляться ПРООН или компетентным инспекторам бесплатно. проведение

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 Unless otherwise specified in the Goods. 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 2020" 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

осмотра Товаров, ни неспособность проведения такого осмотра не освобождает Подрядчика от любой из его гарантий или от выполнения им каких-либо обязательств по Договору.

11.3 УПАКОВКА ТОВАРОВ: Подрядчик должен упаковать Товары для доставки в соответствии с самыми высокими стандартами экспортной упаковки в соответствии с типом, количеством и способом транспортировки Товаров. Товары упаковывать необходимо и маркировать надлежащим образом в соответствии с указаниями, приведенными в Договоре, или, в других случаях, как это обычно делается в торговле, и в соответствии с любыми требованиями применимого законодательства требованиями перевозчиков производителей Товаров. На упаковке должны быть указаны, в частности, номер договора или Заказ на покупку, вся идентификационная информация, предоставленная ПРООН, а также любая другая информация, которая необходима для корректного сохранения и безопасной доставки Товаров. Если иное не указано в Договоре, Подрядчик не имеет права на возврат упаковочных материалов.

11.4 ТРАНСПОРТИРОВКА И ФРАХТ: Если Договор не предусматривает иного (включая, среди прочего, любые «Инкотермс 2020» или подобные коммерческие условия), Подрядчик будет нести исключительную ответственность за проведение всей организационной работы по транспортировке и за оплату фрахта и страховых расходов за перевозку и доставку товаров в соответствии с требованиями Договора. Подрядчик должен обеспечить своевременное получение ПРООН необходимых транспортных документов для того, чтобы ПРООН смогла принять доставку Товаров в соответствии с требованиями Договора.

11.5 ГАРАНТИИ: Если иное не указано в Договоре, то в дополнение к и не ограничивая действие любых других гарантий, средств

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,

защиты и прав ПРООН, которые указаны или возникают в связи с Договором, Подрядчик гарантирует и подтверждает, что:

упаковку, 11.5.1 Товары, включая соответствуют условиям, техническим пригодны для целей, для которых эти товары обычно используются, и для любых целей, которые четко определены в письменном виде в Договоре, однородного качества и не содержат любых конструктивных, материальных и производственных ошибок и дефектов;

11.5.2 Если Подрядчик не является производителем Товаров, Подрядчик должен позволить ПРООН воспользоваться преимуществами гарантий всех производителей в дополнение всем KO остальным гарантиям, предоставление которых требуется согласно Договору;

11.5.3 Качество, количество и описание Товаров соответствуют требованиям Договора, включая прибытия Товаров к месту назначения, где начинают действовать характерные для этого места условия;

11.5.4 В отношении Товаров отсутствуют какие-либо права требования со стороны любой третьей стороны, включая претензии о нарушении каких-либо прав интеллектуальной собственности, включая, среди прочего, патенты, авторские права и коммерческие тайны;

11.5.5 Товары являются новыми и ранее не использовались;

11.5.6 Все гарантии остаются в силе после любой доставки Товаров и будут такими в течение как минимум 1 (одного) года с момента принятия Товаров ПРООН в соответствии с Договором;

11.5.7 В течение любого периода действия гарантий Подрядчика и в случае направления ПРООН сообщения о несоответствии Товаров требованиям Договора, Подрядчик должен безотлагательно и за собственные средства устранить такое несоответствие или, в случае

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: 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

невозможности сделать это, заменить дефектные товары на Товары такого же или более высокого качества, или за свой счет отозвать дефектные Товары и полностью возместить ПРООН всю сумму, которую ПРООН уплатила за покупку дефектных Товаров; и

11.5.8 Подрядчик обязуется продолжать предоставлять ПРООН любые услуги, которые могут понадобиться в связи с любыми гарантиями Подрядчика согласно Договору. 11.6 ПРИНЯТИЕ ТОВАРОВ: ПРООН ни в коем случае не обязана принимать любые товары, соответствующие условиям или требованиям Договора. ПРООН может установить в качестве условия принятия Товаров успешное завершение приемочных испытаний, которые могут быть указаны в договоре или иным образом согласованы Сторонами в письменном виде. ПРООН ни в коем случае не должна быть обязана принять любые товары до тех пор, пока в ПРООН не будет возможности провести проверку Товаров после их доставки. Если Договором предусмотрено, ПРООН обязана что предоставить письменное подтверждение о приеме Товаров, Товары не будут считаться принятыми до тех пор, пока ПРООН фактически не предоставит такого письменного подтверждения. Ни в коем случае факт совершения платежа ПРООН не считается принятием Товаров.

11.7 НЕПРИНЯТИЕ ТОВАРОВ: Несмотря на любые права или средства правовой защиты, доступны ПРООН по Договору, в случае, если какие-либо товары являются дефектными или иным образом не соответствуют техническим или другим требованиям Договора, ПРООН, по своему выбору, может не принять Товары или отказаться принимать их, а Подрядчик, в течение 30 (тридцати) дней после получения от ПРООН уведомления о таком непринятии Товаров или отказе их принятия, должен, на выбор ПРООН:

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,

- 11.7.1 полностью вернуть ПРООН стоимость Товаров после их возвращения или вернуть ПРООН частичную стоимость Товаров по возвращению их части; или
- 11.7.2 отремонтировать Товары таким образом, чтобы они стали соответствовать техническим или другим требованиям Договора; или
- 11.7.3 заменить Товары равноценными или более высокого качества; и
- 11.7.4 оплатить все расходы, связанные с ремонтов или возвратом дефектных Товаров, а также расходы на хранение любых таких дефектных Товаров и на доставку любых заменяемых Товаров в ПРООН.
- 11.8 В том случае, когда ПРООН решает вернуть любой из Товаров по причинам, указанным в статье 11.7 выше, ПРООН может приобрести товары в другом месте или у другого поставщика. В дополнение к любым другим правам или средствам правовой защиты, доступных ПРООН по Договору, включая, среди прочего, право прекратить действие Договора, Подрядчик должен нести ответственность за любые дополнительные расходы сверх согласованной стоимости Договора, являющихся результатом любой такой закупки, включая среди прочего расходы на участие в процедуре такой закупки, а ПРООН имеет право на получение компенсации Подрядчика любых подтвержденных расходов, которые ПРООН понесла в связи с хранением Товаров для Подрядчика.
- 11.9 ПРАВО СОБСТВЕННОСТИ: Подрядчик подтверждает и гарантирует, что Товары, которые доставляются по Договору, не обремененные правом собственности или другими имущественными правами какихлибо третьих лиц, включая, среди прочего, любые права залога или обеспечительные права. Если иное явно не указано в Договоре, право собственности на товары переходит от

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,

Подрядчика к ПРООН после доставки Товаров и их принятия ПРООН в соответствии с требованиями Договора.

11.10 ЛИЦЕНЗИЯ НА ЭКСПОРТ: Подрядчик несет ответственность за получение любых экспортных лицензий ПО отношению Товарам, изделиям или технологиям, включая программное обеспечение, которые продаются, доставляются, лицензируются или иным образом предоставляются ПРООН по Договору. Подрядчик должен получить все такие экспортные лицензии в оперативном режиме. Согласно и без всякого отказа от привилегий и иммунитетов ПРООН, ПРООН должна предоставлять Подрядчику возможную поддержку, которая необходима для получения любой такой экспортной лицензии. В том случае, когда любой государственный орган отказывает, задерживает или препятствует Подрядчику получить такую экспортную лицензию, Подрядчик должен немедленно обратиться к ПРООН с тем, чтобы ПРООН смогла принять соответствующие меры для решения такого вопроса.

12. ВОЗМЕЩЕНИЕ УБЫТКОВ:

12.1 Подрядчик обязан гарантировать возмещение убытков, обезопасить и защитить за свой счет ПРООН, ее должностных лиц, агентов и сотрудников от любого рода исков, претензий, требований и любого ответственности, в том числе судебных расходов, расходов на адвокатов, платежей по возмещению вреда, основанных или возникающих в результате или в связи с:

12.1.1 утверждениями или претензиями о том, использование ПРООН любых запатентованных устройств или материалов, защищенных авторским правом, или любых имущества услуг, других товаров, или предоставленных или лицензированных ПРООН в соответствии с условиями Договора, частично или полностью, отдельно или в сочетании предусмотренных 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

опубликованными Подрядчиком техническими условиями на такие устройства или иным образом одобренных и др., образом Подрядчиком, определенным является нарушением любого патента, авторского права, товарного знака или иного права интеллектуальной собственности любой третьей стороны; или

12.1.2 любыми действиями или упущениями Подрядчика, или любого его субподрядчика, или любого другого лица прямо или косвенно нанятого ими при исполнении Договора, что привело к возникновению правовой ответственности перед лицом, которое не является стороной Договора, включая, среди прочего, требования и обязательства в виде требований о компенсации работникам.

12.2 Освобождение от убытков, изложенные в пункте 12.1.1 выше, не применяются 12.2.1. Любая претензия о следующему: нарушении прав, возникающая в результате соблюдения Подрядчиком определенных письменных инструкций ПРООН о внесении изменений характеристики товаров, имущества, оборудования или других ТМЦ, или о способе выполнения Договора, или которые требуют использования характеристик, которые обычно используются Подрядчиком; или

12.2.2 Любая претензия о нарушении прав, которая возникает в результате дополнений или изменений в любых товарах, имуществе, материалах, оборудовании, других ТМЦ или любых их компонентов, поставляемых по Договору, в том случае, когда такие изменения сделала ПРООН или другая сторона, которые действовала по поручению ПРООН.

12.3 В дополнение к изложенным в настоящем пункте 12 обязательств по возмещению убытков Подрядчик обязан за свой счет защищать ПРООН и ее должностных лиц, агентов и сотрудников, в соответствии с настоящим пунктом 12, независимо от того,

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

привели такие иски, претензии и требования к любым убыткам или ответственности или нет. 12.4 ПРООН должна сообщить Подрядчику о любых таких исках, претензиях, требованиях, убытках или ответственности в пределах разумного периода времени после получения ею фактического сообщения о таких событиях. Подрядчик берет на себя всю полноту контроля над защитой по любым таким искам, претензиям или требованием и над всеми переговорами в связи с их улаживанием или решением, исключением случаев, за касающихся заявления защиты или привилегий и иммунитетов ПРООН или любой либо связанного с этим вопроса, заявлять и которые имеет право только защищать ПРООН. ПРООН имеет право за свой счет и по своему усмотрению выбрать независимого юридического консультанта ДЛЯ представления ПРООН в любых таких исках, претензиях или требованиях.

12.5 В случае, если использование ПРООН любых товаров, имущества **УСЛУГ**, или предоставленных лицензированных ПРООН Подрядчиком, полностью или отдельно, в любом иске или производстве запрещено по любым причинам, временно или постоянно, или считается нарушением любого патентного или авторского права, права на использование товарного знака или любого другого права интеллектуальной собственности, или, в случае решения путем мирового соглашения запрещено, ограничено или иным образом затруднено, Подрядчик должен за свой счет, безотлагательно:

12.5.1 приобрести для ПРООН неограниченное право на продолжение использования таких Товаров и Услуг, предоставляемых ПРООН;

12.5.2 полностью или частично заменить или изменить Товары и / или Услуги, предоставляемые ПРООН, на эквивалентные или лучше товары и / или услуги или их часть, не нарушающие такие права; или

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,

- 12.5.3 вернуть ПРООН полную стоимость, уплаченную ПРООН за право владения или использования таких Товаров, имущества, Услуг или их части.
- 13. СТРАХОВАНИЕ И ОТВЕТСТВЕННОСТЬ:
- 13.1 Подрядчик оперативно должен компенсировать ПРООН любые убытки или повреждения имущества ПРООН, которые произошли по вине персонала Подрядчика или любого из его субподрядчиков, или любого другого лица, прямо или косвенно нанятого Подрядчиком или любым из его субподрядчиков в ходе выполнения Договора. 13.2 Если иное не указано в Договоре, то до начала выполнения любых других обязательств по Договору и в соответствии с любыми ограничениями, указанными Договоре, Подрядчик должен обеспечить на действия Договора, на период период продления его срока действия, а также на любой обоснованно необходимый решения вопроса убытков период после любого прекращения действия Договора:
- 13.2.1 страхование от всех рисков по отношению к имуществу Подрядчика и любого оборудования, используемого для выполнения Договора;
- 13.2.2 страхование компенсации работникам или его эквивалент, или страхование ответственности работодателя, или его эквивалент, отношении персонала Подрядчика, при этом такое страхование должно быть достаточным для покрытия всех исков относительно травм, гибели и потери трудоспособности или покрытия любых других компенсаций, которые необходимо выплатить по закону, в связи с выполнением Договора;
- 13.2.3 страхование ответственности соответствующего размера для покрытия всех исков, в том числе исков о гибели и телесных травм, ответственности за качество выпускаемой продукции, ответственности подрядчика в случае телесных повреждений или вреда третьим лицам в результате

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

завершенных работ, личного вреда и ущерба, причиненного при рекламировании, которые возникают в результате или в связи с исполнением Подрядчиком своих обязательств по Договору, включая, среди прочего, ответственность, возникающую в результате или в связи с действиями или бездействием Подрядчика, его персонала, агентов или приглашенных поставщиков, либо с использованием во время выполнения Договора любых транспортных средств, лодок, воздушных судов или других транспортных средств и оборудования, независимо от того, принадлежат они Подрядчику или нет; и 13.2.4 любое другое страхование, которое ПРООН и Подрядчик могут согласовать в письменном виде.

13.3 Полисы страхования ответственности Подрядчика должны также покрывать субподрядчиков, все расходы на защиту и включать стандартное положение о «взаимной ответственности сторон».

13.4 Подрядчик осознает и соглашается, что ПРООН не принимает на себя ответственность за обеспечение покрытия страхования жизни, здоровья, страхования от несчастных случаев, страхования во время путешествий или любого другого страхового покрытия, которое может быть необходимым или желательным по отношению к персоналу, который выполняет работы и предоставляет услуги Подрядчику в связи с Договором.

13.5 За исключением страхования компенсации работников или любой программы самострахования, обеспеченных Подрядчиком и одобренных ПРООН по своему усмотрению в целях выполнения требований Подрядчика по обеспечению страхования по Договору, страховые полисы, необходимые по Договору, должны содержать следующее:

13.5.1 указывать ПРООН дополнительным застрахованным лицом в соответствии с полисами страхования ответственности,

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,

включая, в случае необходимости, право отдельного индоссамента по полису;

13.5.2 включать отказ от суброгации прав страховщика Подрядчика относительно ПРООН;

13.5.3 предполагать, что ПРООН должна получить от страховщика Подрядчика письменное уведомление не позднее чем за 30 (тридцать) дней до аннулирования или существенного изменения покрытия; и

13.5.4 включать положения об ответе на изначально свободной от взносов основе, по отношению к любому другому страхованию, которое должно быть доступно для ПРООН.

13.6 Подрядчик отвечает за финансирование всех сумм в пределах любого минимума, который не подлежит страхованию, или франшизы.

13.7 За исключением любой программы обеспеченной самострахования, Подрядчиком и принятой ПРООН в целях выполнения требований Подрядчика обеспечению ПО Договору, страхования Подрядчик должен организовать поддерживать страхование по Договору в страховых компаниях с хорошей репутацией, которые имеют благополучное финансовое положение и которые приемлемы для ПРООН. каких-либо обязательств До начала Договору Подрядчик должен предоставить ПРООН подтверждение того, что Подрядчик организовал страхование в соответствии с требованиями Договора, котрое оформлено в виде страхового свидетельства или другой форме, которую обоснованно может требовать ПРООН. ПРООН оставляет за собой право получить любые страховые полисы или описания программ страхования, которые Подрядчик должен обеспечивать соответствии Договором, C направив Подрядчику соответствующий письменный запрос. Независимо от положений пункта 13.5.3 выше, Подрядчик должен немедленно сообщать ПРООН каком-либо 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 Title to any equipment and CONTRACTOR: 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, knowhow, or documents and other materials which the

аннулировании или существенном изменении страхового покрытия, необходимого по Договору.

13.8 Подрядчик осознает и соглашается, что ни требование обеспечения организации И страхования порядке, установленном Договором, сумма любой страховки, включая, среди прочего, любую франшизу или минимум, не подлежащий страхованию, в связи с этим, ни в коем случае будут ограничивать ответственность Подрядчика, возникающую в результате или в связи с Договором.

14. ПРЕПЯТСТВИЯ И ПРАВА УДЕРЖАНИЯ: Подрядчик не должен создавать или допускать любым представление лицом искового заявления или ведения дела по иску в любом государственном учреждении или в ПРООН относительно содержания под залогом, ареста или иного препятствия текущих или будущих выплат Подрядчику за выполненную работу или за товары или материалы, предоставленные в рамках Договора, или в силу другой претензии или требования по отношению к Подрядчику или ПРООН.

15. ОБОРУДОВАНИЕ, ДОСТАВЛЕННОЕ ПРООН ПОДРЯДЧИКУ: Право собственности на любое оборудование и ТМЦ, которые ПРООН может предоставлять Подрядчику для выполнения каких-либо обязательств ПО Договору, остается за ПРООН, при этом все такое оборудование подлежит возврату ПРООН после завершения договора или когда оно больше нужно Подрядчику. не возвращении ПРООН такое оборудование должно быть в том же состоянии, в котором оно находилось на момент предоставления Подрядчику с учетом обычного износа, а Подрядчик должен нести ответственность за любого возмещение ПРООН ущерба, повреждения или ухудшения характеристик оборудования сверх обычного износа.

16. АВТОРСКОЕ, ПАТЕНТНОЕ И ДРУГИЕ ИМУЩЕСТВЕННЫЕ ПРАВА:

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

16.1 Если иное четко не определено в письменном Договоре, ПРООН виде В собой сохраняет за право на интеллектуальную собственность и другие имущественные права в полном объеме, включая, среди прочего, патенты, авторские права и товарные знаки продуктов, процессов, изобретений, идей, «ноу-хау» документации и других материалов, созданных или разработанных Подрядчиком для ПРООН Договора, и непосредственно связаны или созданы, подготовлены, собранные в результате или в процессе выполнения Договора. Подрядчик осознает и соглашается, что такие продукты, документы и другие материалы являются частью работ, выполненных по найму для ПРООН.

16.2 Тем не менее, такая интеллектуальная собственность или другие имущественные права состоят интеллектуальной собственности или иных имущественных правах Подрядчика, которые (i) существовали до момента выполнения Подрядчиком своих обязательств Договору, либо (ii), которые Подрядчик может создать или получить, или которые были созданы или получены независимо выполнения Подрядчиком своих обязательств по Договору, ПРООН не будет претендовать на право собственности на них, а Подрядчик предоставит ПРООН бессрочную лицензию на использование такой интеллектуальной собственности или других имущественных целей исключительно ДЛЯ прав соответствии с требованиями Договора.

16.3 По требованию ПРООН, Подрядчик принимает все необходимые меры, оформляет все необходимые документы и в целом оказывает поддержку в обеспечении таких имущественных прав и их передачи ПРООН в соответствии с требованиями действующего законодательства и договора.

16.4 В соответствии с вышеизложенными положениями все карты, чертежи,

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

фотографии, планы, отчеты, сметы, рекомендации, документы и другие сведения, составленные или полученные Подрядчиком в рамках Договора, являются собственностью ПРООН, должны быть предоставлены для использования И проверки ПРООН обоснованные сроки и в обоснованном месте, являются конфиденциальной информацией и должны передаваться только уполномоченным должностным лицам ПРООН по завершении работ в рамках Договора.

17. РЕКЛАМА И ИСПОЛЬЗОВАНИЕ НАЗВАНИЯ. ЭМБЛЕМЫ ИЛИ ОФИЦИАЛЬНОЙ ПЕЧАТИ ПРООН ИЛИ ОРГАНИЗАЦИИ ОБЪЕДЕНЕННЫХ НАЦИЙ: Подрядчик не может рекламировать или иным образом разглашать для целей коммерческой выгоды или деловой репутации свои договорные отношения с ПРООН; Подрядчик также не должен любым способом использовать название, герб официальную печать ПРООН или ООН или любое сокращение названия ПРООН или ООН в связи со своей деятельностью или по другим причинам без предварительного письменного разрешения ПРООН.

18. КОНФИДЕНЦИАЛЬНОСТЬ ДОКУМЕНТОВ И ИНФОРМАЦИИ: Информация и данные, которые считаются собственностью любой из Сторон или которые передаются или Стороной разглашаются одной («Разглашающая сторона») другой Стороне («Принимающая сторона») в ходе выполнения Договора, и которые обозначаются как конфиденциальные («Информация»), должны храниться такой Стороной конфиденциально, при этом работа с такой информацией производится следующим образом:

18.1 Принимающая сторона должна:

18.1.1 проявлять такую же осторожность и благоразумие для предотвращения раскрытия, публикации или распространения Информации Разглашающей стороны, которую она проявляет по отношению к

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

подобной собственной Информации и которую она не желает раскрывать, публиковать или распространять; и

18.1.2 использовать Информацию Разглашающей стороны исключительно для тех целей, для которых такая информация была раскрыта.

18.2 При наличии в Принимающей стороны письменного соглашения со следующими физическими или юридическими лицами, которые владеют конфиденциальной Информацией в соответствии с Договором и настоящим пунктом 18, Принимающая сторона может раскрывать

Информацию:

18.2.1 любой другой стороне по предварительному письменному согласию Разглашающей стороны; и

18.2.2 сотрудникам, должностным лицам, представителям и агентам Принимающей стороны, которым нужно знать такую Информацию своих ДЛЯ выполнения обязательств ПО Договору, также сотрудникам, должностным лицам. представителям любых И агентам юридических лиц, подконтрольных Принимающей стороне или контролируемых Принимающей стороной, или с которыми Принимающая сторона находится под совместным управлением, которым нужно знать такую Информацию для выполнения своих обязательств по Договору при условии, ДЛЯ таких целей подконтрольное юридическое лицо означает:

18.2.2.1 коммерческая организация, более 50% (пятидесяти процентов) голосующих акций которой находятся в собственности или иным образом подконтрольны, прямо или косвенно,

Стороне; или

18.2.2.2 любое юридическое лицо, эффективное административное управление которой осуществляет Сторона; или

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 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

18.2.2.3 для ООН, главный или дочерний орган ООН, учрежденный в соответствии с Уставом Организации Объединенных Наций.

18.3 Подрядчик может раскрыть Информацию в объеме, требуемом законодательством, при условии соответствия привилегиям иммунитетам OOH И не исключая ИХ, Подрядчик предварительно направит ПРООН письменный запрос на раскрытие Информации, ПРООН дабы предоставить обоснованную принять возможность защитные или любые другие меры, необходимые перед любым раскрытием такой информации.

18.4 ПРООН может раскрывать Информацию в объеме согласно Уставу ООН, резолюциям или регламенту Генеральной Ассамблеи или в соответствии с правилами, опубликованными ниже.

18.5 Принимающая сторона должна сталкиваться с препятствиями при раскрытии Информации, которую Принимающая сторона получила от третьих сторон без каких-либо ограничений, Разглашающая сторона раскрыла третьей стороне без каких-либо обязательств в части конфиденциальности и которая уже была известна Принимающей стороне ранее, или которую Принимающая получить сторона могла полностью независимо раскрытия, которое ОТ описывается здесь.

18.6 Эти обязательства и ограничения в сфере конфиденциальности информации будут действовать в течение срока действия Договора, включая любое продление его срока действия, а также остаются в силе после прекращения действия Договора.

- 9. ФОРС-МАЖОР; ДРУГИЕ ИЗМЕНЕНИЯ УСЛОВИЙ:
- 19.1 В случае возникновения и в максимально короткое время после возникновения причин, которые привели к форс-мажорным

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

обстоятельствам, пострадавшая Сторона должна в письменном виде с подробным ситуации проинформировать описанием другую Сторону о таких обстоятельствах или причинах, если в связи с возникновением таких причин пострадавшая Сторона частично или полностью не может выполнять свои обязанности и обязательства по Договору. Пострадавшая сторона также должна проинформировать другую Сторону о любых других изменениях условий возникновении любого события, что препятствует препятствовать или может выполнению Стороной пострадавшей Договора. позднее через He чем (пятнадцать) дней после уведомления о форсмажорных обстоятельствах или других изменениях условий пострадавшая Сторона также должна предоставить другой Стороне отчет об ожидаемых расходах, которые могут быть понесены во время действия измененных условий или во время действия форсмажорных обстоятельств. После получения необходимого сообщения или сообщений, указанных в этом пункте, Сторона, которая не пострадала в результате возникновения форсмажорных обстоятельств, должна принять такие меры, которые целесообразны или необходимы при определенных обстоятельствах, включая предоставление пострадавшей Стороне обоснованной либо отсрочки выполнении какихобязательств по Договору.

19.2 Если по причине форс-мажорных обстоятельств Подрядчик сможет не полностью или частично выполнять свои обязанности и обязательства по Договору, ПРООН имеет право приостановить или расторгнуть Договор на тех же условиях, которые предусмотрены пунктом 20 «Порядок расторжения Договора», но срок предоставления уведомления составит (семь) дней вместо 30 (тридцати). В любом случае ПРООН сможет признать Подрядчика

the Contract that the Contractor must perform in areas in which UNDP is engaged in, preparing to or disengaging from engage in, any peacekeeping, humanitarian 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

таким, что на постоянной основе в состоянии выполнять свои обязательства по Договору, если Подрядчик не сможет их выполнять полностью или частично по причине форсмажорных обстоятельств в течение периода более 90 (девяносто) дней.

19.3 Под форс-мажорными обстоятельствами В данном пункте подразумеваются непредвиденные непреодолимые стихийные бедствия, война (объявленная и необъявленная), оккупация, революция, восстание, террористические акты или другие обстоятельства подобного характера или силы, при условии, что такие обстоятельства возникли ПО причинам, которые Подрядчик не мог контролировать, а также не ПО вине или небрежности Подрядчика. Подрядчик осознает соглашается с тем, что в отношении какихлибо обязательств по Договору, которые должны быть выполнены в регионах, где ПРООН вовлечена, готовится участвовать или заканчивает принимать участие в любых миротворческих, гуманитарных или подобных операциях, любые задержки невыполнение таких обязательств в результате или в связи с тяжелыми условиями в таких регионах или любыми проявлениями общественного беспорядка в таких регионах не должно относиться к форс-мажорным обстоятельствам в рамках Договора.

20. РАСТОРЖЕНИЕ ДОГОВОРА:

20.1 Любая из Сторон может расторгнуть Договор уважительным причинам полностью или частично, направив другой Стороне соответствующее письменное уведомление за 30 (тридцать) дней до предполагаемой даты расторжения Договора. Начало процедур мирового соглашения или арбитража в соответствии с пунктом 23 должен «Урегулирование споров» рассматриваться в качестве «причины» для разрыва или, в противном случае, само по себе являться расторжением

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

Договора.

20.2 ПРООН имеет право расторгнуть Договор любое время, направив Подрядчику письменное уведомление, в любом случае, когда полномочия ПРООН по выполнению Договора или финансирование ПРООН по Договору сокращаются или прекращаются полностью или частично. Кроме того, если иное не предусмотрено Договором, ПРООН может расторгнуть Договор без объяснения причин, направив Подрядчику предварительное письменное уведомление за

(шестьдесят) дней до расторжения.

20.3 В случае расторжения договора и после получения уведомления о расторжении по инициативе

ПРООН, Подрядчик должен, если другое не предусмотрено ПРООН в уведомлении о расторжении или в другом письменном виде: 20.3.1 немедленно принять меры для скорейшего и надлежащего завершения выполнения обязательств по Договору, при этом сократив расходы к минимуму;

20.3.2 воздержаться от принятия на себя каких-либо других дополнительных обязательств по Договору с даты получения уведомления;

20.3.3 не заключать дальнейших субподрядных соглашений или не размещать заказов на материалы, услуги или средства за исключением тех, которые ПРООН и Подрядчик определили путем согласования в письменном виде, необходимыми для завершения любой части Договора, которой не коснулось расторжение;

20.3.4 расторгнуть все субподрядные соглашения или заказы в той части, в которой они связаны с частью расторгнутого Договора; 20.3.5 передать право собственности и сдать ПРООН изготовленные и неизготовленные элементы, незавершенные работы, завершенные работы, ТМЦ и другие

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;

материалы, изготовленные или приобретенные по той части Договора, действие которой прекращается;

20.3.6 сдать все завершенные или частично завершенные планы, чертежи, информацию и другое имущество, которое в случае полного выполнения Договора должно быть передано ПРООН в соответствии с Договором;

20.3.7 завершить выполнение работ, которых не коснулось расторжение Договора и 20.3.8 выполнить любые другие необходимые действия, выполнить или письменные указания ПРООН по минимизации потерь и по защите и сохранению любого материального или нематериального имущества, имеющего отношение к Договору, находящегося собственности Подрядчика представляющего интерес для ПРООН или потенциально представляющего интерес для ПРООН.

20.4 В случае расторжения Договора, ПРООН получить Подрядчика право OT обоснованные письменные расчеты относительно всех обязательств, которые были или выполняются выполнены соответствии с Договором. Кроме того, ПРООН будет нести ответственность перед Подрядчиком по оплате только тех Товаров и или были Услуг, которые удовлетворительным образом предоставлены ПРООН в соответствии с требованиями Договора, и, если такие Товары или Услуги были заказаны или предоставлены до момента получения Подрядчиком ОТ ПРООН сообщения о расторжении Договора или до момента направления Подрядчиком уведомления расторжении Договора ПРООН.

20.5 ПРООН имеет право, в дополнение ко всем остальным правам или средствам правовой защиты, которые ей доступны, расторгнуть Договор немедленно в следующем случае:

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 nonlegal 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

20.5.1 в случае объявления Подрядчика банкротом, его ликвидации или признания неплатежеспособным, или в случае, когда Подрядчик подает ходатайство об отсрочке по платежам и финансовым обязательствам или о приостановлении любого обязательства оплаты или погашения задолженности, или подает ходатайство 0 признании неплатежеспособным,

20.5.2 в случае получения Подрядчиком разрешения об отсрочке по платежам и финансовым обязательствам или в случае признания Подрядчика неплатежеспособным; 20.5.3 в случае передачи Подрядчиком имущества в пользу одного или более кредиторов,

20.5.4 в случае назначения Ликвидатора ответственным за банкротство Подрядчика; 20.5.5 когда Подрядчик предлагает мировое соглашение вместо банкротства или принудительной ликвидации; или 20.5.6 если ПРООН обоснованно считает, что

в финансовом положении Подрядчика произошло существенное неблагоприятное изменение, которое может существенно повлиять на выполнение Подрядчиком любого из своих обязательств по Договору.

Кроме тех случаев, когда это запрещено законодательством, Подрядчик обязан возместить ПРООН все убытки и расходы, включая, среди прочего, все расходы, которые ПРООН несет в связи с правовыми и неправовыми производствами в результате любого из указанных в пункте 20.5 выше событий и расторжения Договора, даже если Подрядчика признано банкротом, неплатежеспособным или если он получил разрешение об отсрочке по платежам и финансовым обязательствам. Подрядчик должен немедленно информировать ПРООН о возникновении любого из указанных в пункте 20.5 выше событий и должен предоставлять ПРООН всю информацию, которая касается такого события или событий.

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

20.7 Положения пункта 20 не могут наносить ущерб любым другим правам или средствам правовой защиты, которые

доступны ПРООН по настоящему Договору или по другим документам.

- 21. НЕОТКАЗ ОТ ПРАВ: Нереализация любой из Сторон любого из прав, доступных такой стороне в соответствии с Договором или иным образом, не должна считаться отказом другой Стороны от любого такого права или средства правовой защиты и не будет освобождать Стороны от выполнения ими каких-либо своих обязательств по Договору.
- 22. НЕИСКЛЮЧИТЕЛЬНОСТЬ: Если иное не указано в Договоре, ПРООН не имеет обязательств ПО приобретению любого минимального объема Товаров или Услуг у ПРООН Подрядчика, при этом не ограничивается в своем праве приобретать Товары или Услуги того же рода, качества и в объеме, указанном в Договоре, у любых других источников или поставщиков в любое время.

23. ПОРЯДОК УРЕГУЛИРОВАНИЯ СПОРОВ:

- 23.1 МИРОВОЕ УРЕГУЛИРОВАНИЕ СПОРА: Стороны обязуются прилагать все усилия для мирового урегулирования любого спора, противоречия или претензии, возникающих в результате выполнения, нарушения, расторжения Договора или признания его недействительным. Если Стороны желают достичь внесудебного урегулирования форме процедуры примирения, то такая быть процедура должна оформлена соответствии C Правилами проведения процедур примирения Комиссии ООН по правам международной торговли («ЮНСИТРАЛ») или в соответствии с любыми другими процедурами согласно письменному соглашению Сторон.
- 23.2 АРБИТРАЖ: Любые споры, противоречия или претензии между Сторонами, возникающие в связи с Договором

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

или его нарушением, расторжением или утратой юридической силы, не урегулированы во внесудебном порядке в соответствии с пунктом 23.1 выше в течение 60 (шестидесяти) дней после получения одной из Сторон письменного требования Другой стороны мировом разрешении спора должны передаваться любой из Сторон в арбитраж в соответствии с Арбитражным регламентом ЮНИСИТРАЛ (Комиссия ООН по правам международной торговли). Решения арбитражного суда основываются на общих принципах международного коммерческого права. Арбитражный суд должен иметь полномочия отдавать распоряжения возврату или уничтожению товаров, любого материального и нематериального имущества или любой конфиденциальной информации, предоставленной в рамках Договора, отдавать распоряжения о расторжении Договора, а также распоряжения о применении любых других защитных мер по отношению товарам, услугам или иного материального имущества, или нематериального любой конфиденциальной информации, предоставленной в рамках Договора в полном соответствии с полномочиями арбитражного суда согласно пункта 26 («Обеспечительные меры») и пункта 34 («Формы и юридическая сила арбитражного решения») Арбитражного регламента ЮНИСИТРАЛ. Арбитражный суд не вправе присуждать штрафные неустойки. омкап Более τοгο, если иное предусмотрено в Договоре, арбитражный суд не имеет полномочий начислять проценты выше Лондонской межбанковской ставки («LIBOR») и любые такие проценты должны быть только простыми процентами. Стороны обязаны выполнять решения суда, вынесенные в результате такого арбитражного производства, и считать его заключительным решением ПО любым таким спорам, противоречиям или претензиям.

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 In that event, the Contractor shall protest. 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:

24. ПРИВИЛЕГИИ И ИММУНИТЕТЫ: Все привилегии и иммунитеты Организации Объединенных Наций, в том числе ее дочерних органов, остаются в силе и никакие положения Договора не могут предусматривать прямой или косвенный отказ от таких привилегий и иммунитетов.

25. ОСВОБОЖДЕНИЕ ОТ НАЛОГООБЛОЖЕНИЯ:

25.1 Раздел 7 "Конвенции о привилегиях и иммунитетах ООН" наряду С положениями гласит, что ООН, в том числе ее вспомогательные органы, освобождается от всех прямых налогов, за исключением платы коммунальные услуги, освобождается от таможенных пошлин и аналогичных им сборов в отношении товаров, импортируемых или экспортируемых для своего официального использования. случае, если какой - либо правительственный орган отказывается признать освобождение ПРООН от таких налогов, пошлин или сборов, Поставщик немедленно должен проконсультироваться ПРООН ДЛЯ выработки взаимоприемлемой процедуры. 25.2 Соответственно, Поставщик

предоставляет ПРООН право вычитать из инвойса Поставщика любые СУММЫ представляющие такие налоги, пошлины или сборы, если только Поставщик не проконсультировался с ПРООН до оплаты таких сумм, а ПРООН не дала свое конкретное согласие Поставщику по каждому отдельному случаю на оплату таких спорных налогов, пошлин и сборов. В таком случае Поставщик предоставляет ПРООН письменные доказательства того, что оплата таких налогов, пошлин и сборов произведена и была соответствующим образом санкционирована.

26. ПОРЯДОК ВНЕСЕНИЯ ИЗМЕНЕНИЙ:

26.1 Любые изменения или дополнения к Договору действительны и имеют юридическую силу для ПРООН только в том

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, postpayment audits or investigations. 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 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

случае, когда они оформлены в письменном виде должным образом уполномоченными представителями Сторон.

26.2 В случае продления действия Договора на дополнительный период в соответствии с его условиями, к такому продлению Договора применяются те же условия, которые изложены в Договоре за исключением тех случаев, когда Стороны договорились о другом в соответствии с поправками, оформленными согласно пункта 26.1 выше.

26.3 Условия каких-либо дополнительных соглашений, лицензий или других видов договоренностей относительно любых Товаров или Услуг, предоставляемых в рамках Договора, будут действительны и будут выполняться ПРООН только в том случае, когда они оформлены в виде действующих поправок, внесенных в соответствии с пунктом 26.1 выше.

27. АУДИТ И РАССЛЕДОВАНИЯ:

27.1 Каждый счет, что оплачивается ПРООН, подлежит аудиту после его оплаты; такой аудит проводится внутренними или внешними аудиторами ПРООН или другими уполномоченными и квалифицированными представителями ПРООН в любое время в течение срока действия Договора и в течение 3 (трех) лет с момента завершения или досрочного расторжения Договора.

27.2 ПРООН имеет право, в любое время в течение срока действия Договора и в течение 3 (трех) лет с момента завершения или досрочного расторжения Договора проводить расследование в отношении любого аспекта Договора или его заключения, обязательств, выполняемых в рамках договора, и деятельности Подрядчика, которые в целом связаны с выполнением Договора.

27.3 Подрядчик должен предоставлять ПРООН полную и своевременную поддержку в проведении таких проверок, аудитов или расследований. Такая поддержка должна включать, среди прочего, личную явку

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

сотрудников Подрядчика и предоставления Подрядчиком соответствующей документации для таких целей в обоснованные сроки и на условиях, обоснованных а также предоставление ПРООН доступа в помещения Подрядчика в обоснованные сроки и на обоснованных условиях, и, в связи с этим, обеспечение доступа ПРООН персоналу и соответствующей документации Подрядчика. Подрядчик должен обязать своих агентов, включая, среди прочего, юристов, бухгалтеров И других советников консультантов, оказывать поддержку проведении любых проверок, аудитов или расследований, проводимых ПРООН в рамках настоящего Договора.

27.4 ПРООН имеет право на возмещение Подрядчиком любых сумм, которые в ходе аудита и расследования будут признаны суммами, уплаченными в нарушении условий и положений Договора. Подрядчик также признает и соглашается с тем, предусмотренных определенных случаях доноры ПРООН, чье финансирование является источником, полностью или частично, финансирования закупки Товаров и / или Услуг, являющихся предметом настоящего Договора, будут иметь право требования от Подрядчика возврата любых денежных средств, которые, ПО мнению ПРООН, использовались в нарушение или не для целей настоящего Договора.

28. СРОКИ ДАВНОСТИ:

28.1 За исключением каких-либо обязательств по возмещению убытков согласно пункта 12 выше, или если иное не предусмотрено Договором, любые арбитражные процедуры согласно пункта 23.2 выше, вытекающие из Договора, должны быть начаты в течение 3 (трех) лет с момента возникновения оснований для такого действия.

28.2 Стороны также признают и соглашаются с тем, что для данных целей моментом возникновения оснований для действий будет

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

считаться момент фактического возникновения нарушения, а в случае скрытых нарушений - момент, когда пострадавшая Сторона узнала или должна была узнать о всех основаниях для принятия мер или в случае нарушения гарантии при предоставлении предложений по поставкам, за исключением тех случаев, когда гарантия распространяется будущее функционирования Товаров, любых процессов или систем, и нарушение обнаружено только быть определенное время, когда такие Товары, другие процессы или системы будут готовы к функционированию В соответствии требованиями Договора.

29. СУЩЕСТВЕННЫЕ УСЛОВИЯ: Подрядчик признает и соглашается с тем, что каждое из положений, изложенных в пунктах 30-36 настоящего Договора, представляет собой существенное условие Договора и любое нарушение любого из этих положений предоставляет ПРООН право немедленно расторгнуть Договор или любую другую заключенную с ПРООН, направления Подрядчику уведомления, при этом ПРООН не может нести никакой ответственности за расходы, связанные с таким расторжением Договора, или любые другие расходы. Кроме этого, ни одно положение или условие этого Договора не может ограничивать право ПРООН ссылаться любое предполагаемое нарушение на указанных существенных условий как на основание для обращения в соответствующие принятия национальные органы соответствующих правовых мер.

30. ИСТОЧНИК ИНСТРУКЦИЙ: Подрядчик не вправе обращаться за инструкциями или получать инструкции по выполнению своих обязательств по Договору к любым уполномоченным лицам или организациям за пределами ПРООН. В том случае, когда любое уполномоченное лицо или организация за

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/content/undp/en/home/o perations/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

- пределами ПРООН пытается предоставить любые инструкции или наложить какие-либо ограничения по выполнению Подрядчиком обязательств по Договору, Подрядчик должен немедленно сообщить об этом ПРООН и предоставить всю возможную помощь и поддержку, которая может понадобиться ПРООН. Подрядчик должен воздерживаться от любых действий по выполнению обязательств по Договору, которые могут негативно повлиять на интересы ПРООН или OOH выполнять себя взятые на обязательства по Договору с полным учетом интересов ПРООН.
- 31. НОРМЫ ПОВЕДЕНИЯ: Подрядчик гарантирует, что никто из должностных лиц ПРООН или ООН не получал и не будет получать от Подрядчика никаких прямых или косвенных вознаграждений, связанных данным Контрактом или его присуждением. Подрядчик обязуется соблюдать все законы, приказы, правила и нормы, касающиеся выполнения его обязательств по Договору. Кроме того, при выполнении Договора Подрядчик должен соблюдать стандарты поведения, определенных Бюллетене Генерального Секретаря ST / SGB / 2002/9 «Положения о статусе, основные права и обязанности должностных лиц, не являющихся сотрудниками Секретариата, членов экспертных миссий» от 18 июня 2002, а также ST / SGB / 2006/15 «Ограничения, действующие после прекращения трудоустройства» от 27 декабря 2006, соблюдать и руководствоваться требованиями следующих документов редакциях, действующих на момент подписи договора:
- 31.1 Кодекс поведения Подрядчика ООН;
- 31.2 Политика ПРООН о мошенничестве и других проявлениях коррупции («Политика ПРООН по борьбе с мошенничеством»);
- 31.3 Регламенты проведения аудита и расследований, обнародованные Офисом ПРООН («ОАР»);

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

31.4 Социальные и экологические стандарты ПРООН («СЭС»), включая соответствующий механизм обеспечения ответственности;

31.5 Политика о санкциях к поставщикам ПРООН; и 31.6 Все Директивы ПРООН по безопасности.

Подрядчик признает и соглашается с тем, что он прочитал и ознакомился с требованиями указанных которые выше документов, доступны Интернет сети ПО ссылке www.undp.org http://www.undp.org/content/undp/en/home/o perations/procurement/business/. Давая такое согласие. Подрядчик подтверждает гарантирует, что соответствует требованиям вышеупомянутых документов будет соответствовать таким требованиям в течение всего срока действия настоящего Договора.

32. СОБЛЮДЕНИЕ ЗАКОНОДАТЕЛЬСТВА: Подрядчик обязуется соблюдать все законы, приказы, правила и нормы, касающиеся выполнения его обязательств по Договору. Кроме того, Подрядчик должен соблюдать все обязательства требования И регистрации в качестве квалифицированного поставщика Товаров или Услуг для ПРООН, изложенных в соответствующих регламентах о регистрации в качестве поставщика ПРООН. 33. ДЕТСКИЙ ТРУД: Подрядчик заверяет и гарантирует, что ни он, ни его материнские компании (если таковые имеются), ни его дочерние или аффилированные предприятия (если таковые имеются) не ведут деятельность, которая несовместима правами, C изложенными в Конвенции о правах детей, в том числе со статьей 32 Конвенции, которая, среди прочего, предусматривает, чтобы дети были защищены от выполнения работы, быть которая может опасной или препятствовать образованию ИΧ воспитанию, быть вредной для здоровья или физического, умственного, духовного,

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).

морально-этического или социального развития детей.

34. МИНЫ: Подрядчик заверяет и гарантирует, что ни он, ни его материнские компании (если таковые имеются), ни его дочерние или аффилированные предприятия (если таковые имеются) не ведут деятельности по продаже или производстве противопехотных мин или компонентов, используемых при производстве таких мин.

35. СЕКСУАЛЬНАЯ ЭКСПЛУАТАЦИЯ:

35.1 В ходе выполнения Договора Подрядчик должен соблюдать стандарты поведения, которые изложены в Бюллетене Генерального Секретаря ST / SGB / 2003/13 «Специальные меры по защите от сексуальной эксплуатации и сексуального насилия» от 9 октября 2003 года. В частности, Подрядчик обязуется не выполнять каких-либо действий, представляющих собой сексуальную эксплуатацию или сексуальное насилие, как это определено в этом бюллетене.

35.2 Подрядчик должен принять все необходимые меры для предупреждения сексуальной эксплуатации или насилия со стороны своих работников или любых других лиц, которые могут быть привлечены Подрядчиком для предоставления любых услуг в рамках Договора. Для таких целей, сексуальные действия в отношении какоголибо лица, не достигшего восемнадцати лет, независимо от положений законов, ссылающихся на согласие такого лица, считаются сексуальной эксплуатацией и насилием в отношении такого лица. Кроме того, Подрядчик должен не допускать со своей стороны и принимать все необходимые меры для запрета своим сотрудникам или другим лицам, которых он привлек для выполнения работ или оказания услуг, получать услуги или совершать действия сексуального характера в обмен на деньги, товары, услуги или другие ценности, быть привлеченным или сексуальным действиям, которые

The list can be accessed via https://www.un.org/sc/suborg/en/sanctions/126
7/aq sanctions list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

эксплуатируют или унижающих достоинство всех лиц.

35.3 ПРООН не применяет вышеизложенные нормы по возрастным ограничениям в случаях, если сотрудники Подрядчика или другие лица, которые могут быть привлечены им к оказанию каких-либо услуг по Договору, состоящих в браке с лицами моложе восемнадцати лет, с которыми совершено действие сексуального характера, а также в тех данный случаях, когда брак признан действительным в соответствии с законами гражданином которой является страны, сотрудник Подрядчика или такое другое лицо, которое может быть привлечено Подрядчиком для выполнения каких-либо услуг в рамках Договора.

36. БОРЬБА С ТЕРРОРИЗМОМ: Подрядчик соглашается прилагать все необходимые усилия для обеспечения того, чтобы денежные средства ПРООН, полученные в рамках Договора, не были использованы для оказания помощи физическим или юридическим лицам, связанным с терроризмом, и лицам, получающим любые суммы, предоставленные ПРООН по Договору, не внесенные в список лиц, который ведется Комитетом Совета Безопасности, учрежденный резолюцией 1927 (1999).

Сам список можно найти по адресу: https://www.un.org/sc/suborg/en/sanctions/126
7/aq_sanctions_list. Это положение необходимо включать во все договоры или договоры субподряда, заключаемые в рамках Договора.