

REQUEST FOR PROPOSAL (RFP)

| UNITED NATIONS DEVELOPMENT PROGRAMME | DATE: May 04, 2022 |
|---|---|
| PROJECT NAME AND ID: | |
| | REFERENCE: |
| Creation of conditions for the reintroduction of the | RFP-2022-007 |
| Turan tiger and assistance in the preservation of | Services on development and |
| natural, historical, and cultural objects of the Ulytau | enforcement of extended environmental |
| mountain range, 00111147 | educational module in Ile-Balkash region, |
| | Kazakhstan |

Dear Sir / Madam:

We kindly request you to submit your Proposal for Services on development and enforcement of extended environmental educational module in Ile-Balkash region, Kazakhstan (RFP-2022-007).

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

The proposal, comprising of Technical and Financial Proposals (Financial proposal must be protected by password and in *.pdf format) must be submitted on or before May 20, 2022, 14:00 (Nur-Sultan time) to the email address procurement.kz@undp.org with mandatory indication of the Reference RFP-2022-007 in the subject of your letter.

No participation of Joint Ventures/Consortiums is admitted in the bid.

Notes on financial proposals:

- The financial proposal shall be prepared and submitted in password-protected PDF file separately from the rest of the proposal.
- The password for the financial proposal should not be provided to UNDP until it is formally requested by UNDP Procurement Unit specialist.

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

Your Proposal must be expressed in Russian language, and valid for a minimum period of 90 calendar days.

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

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

The Proposal that complies with all of the 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 per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

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

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

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

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.

DocuSigned by:

652CF4545D8541A

Sincerely yours, Natia Lipartiani

Procurement Associate, OiC

Ocusigned by:

Gyulnara karpisluva
301F68813495428...

Annex 1

Description of Requirements

| Context of the Requirement | Creation of conditions for the reintroduction of the Turan tiger and assistance in the preservation of natural, historical, and cultural objects of the Ulytau mountain range, 00111147 |
|--|---|
| Brief Description of the Required Services | Services on development and enforcement of extended environmental educational module in Ile-Balkash region, Kazakhstan |
| | |
| List and | As weather TOD attacked as Assess 4 |
| Description of | As per the TOR attached as Annex 4 |
| Expected Outputs | |
| to be Delivered | |
| Person to | |
| Supervise the | Project Manager |
| Work/Performance | |
| of the Service | |
| Provider | |
| Frequency of | As per the TOR attached as Annex 4 |
| Reporting | |
| Progress Reporting | As per the TOR attached as Annex 4 |
| Requirements | |
| Location of work | ☑ Kazakhstan, with trips to Balkhash region of Almaty region/oblast |
| Expected duration | 12 months from the date of the contract signing |
| of work | |
| Target start date | July 01, 2022 |
| Latest completion | June 30, 2023 |
| date | |
| Travels Expected | As per the TOR attached as Annex 4 |
| Special Security | N/A |
| Requirements | |
| Implementation | ☑ Required |
| Schedule | |
| indicating | |
| breakdown and | |
| timing of | |
| activities/sub- | |
| activities | |
| Names and | |
| curriculum vitae of | ⊠ Required |
| individuals who | · |
| will be involved in | |
| completing the | |
| services | |
| Currency of | ☑ United States Dollars – for international Bidders |
| Proposal | |
| | |

| | ☑ Local Currency KZT - for companies registered on the territory of the Republic of Kazakhstan. | | | | | | | | |
|--------------------------------------|---|--|------------------------------------|--------------|--|--|--|--|--|
| Value Added Tax on Price Proposal | ☑ must be inclusive of VAT and other applicable indirect taxes | | | | | | | | |
| Validity Period of | · · | If applicable ☑ 90 days | | | | | | | |
| Proposals (Counting for the | In e | xceptional circumstances, UNDP may reque | st the Proposer to | extend the | | | | | |
| last day of | l l | dity of the Proposal beyond what has been ini | • | | | | | | |
| submission of | | posal shall then confirm the extension in wri | ting, without any r | nodification | | | | | |
| quotes) The preliminary | | etsoever on the Proposal. e: 11 a.m. Nur-Sultan city time | | | | | | | |
| tender conference | | e: May 12, 2022 | | | | | | | |
| meeting will be | | ue: Zoom/Teams | | | | | | | |
| held: | If yo | u are interested in participating in a prelimina | arv meeting vou sh | ould send a | | | | | |
| | - | participation notice by e-mail to karina.amra | | | | | | | |
| | - | 10:00 (Nur-Sultan time) on May 11, 2022 | | | | | | | |
| Partial Quotes | ⊠ N | lot permitted | | | | | | | |
| | # | Deliverables | Estimated | Payment | | | | | |
| Payment Terms | | | duration to complete | % | | | | | |
| | 1 | Works schedule updated and agreed with | Within 6 weeks | 40% | | | | | |
| | | UNDP. The structure and content of extended | after the Contract singing | | | | | | |
| | | environmental educational module developed. | Siligilig | | | | | | |
| | | Initial discussions held and the plans of joint | | | | | | | |
| | | execution of extended environmental educational module signed (executor, region, | | | | | | | |
| | | pilot schools, SNR). | | | | | | | |
| | | Interim progress report | | | | | | | |
| | 2 | Learning materials on extended environmental | | 40% | | | | | |
| | | educational module developed and issued in Kazakh and Russian: digital lessons- | after the Contract singing | | | | | | |
| | | presentations for the school students, learning | | | | | | | |
| | | and methodic guide(s) for the schoolteachers (not less than 100 pcs). | | | | | | | |
| | | Interim progress report | | | | | | | |
| | 3 | Trainings held for school teachers of pilot schools (not less than 20 ppl) | Within 42 weeks after the Contract | 20% | | | | | |
| | | Learning materials posted on UNDP web-site | singing | | | | | | |
| | | and Youtube channel | | | | | | | |
| | | Monitoring, assessment, and analysis of results | | | | | | | |
| | | on execution extended environmental | | | | | | | |
| | | educational module made | | 1 | | | | | |
| | | Final progress report | | | | | | | |

| Person(s) to | |
|---------------------|---|
| ` ' | Droject Manager |
| review/inspect/ | Project Manager |
| approve | |
| outputs/complete | |
| d services and | |
| authorize the | |
| disbursement of | |
| payment | |
| Type of Contract to | ☑ Contract for Professional Services |
| be Signed | |
| Criteria for | ☑ Highest Combined Score (based on the 70% technical offer and 30% price |
| Contract Award | weight distribution) |
| | · · · · · · · · · · · · · · · · · · · |
| | ☐ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). |
| | This is a mandatory criteria and cannot be deleted regardless of the nature of |
| | services required. Non acceptance of the GTC may be grounds for the rejection |
| | of the Proposal. |
| Evaluation Criteria | Bids will be evaluated in 3 steps: |
| | 1. Pre-liminary examination against the minimum eligibility criteria; |
| | 2. Technical evaluation: maximum obtainable points are 700 (passing |
| | score 70% of maximum obtainable scores that values to 490 points); |
| | 3. Financial evaluation. |
| | |
| | Step 1. Following are defined as the minimum eligibility criteria: |
| | • Full aacceptance of the UNDP General Terms and Conditions, with the format |
| | of the UNDP contract (Annex 2a; Annex 2b must be password protected); |
| | Company must have legal capacity to enter into agreements (certificate of |
| | registration/re-registration, constituent documents). |
| | Company must be solvent, not subject to liquidation, their property is not |
| | seized, and their business activities are not suspended constrainedly by laws: |
| | certificates confirming the absence of debts in the tax authorities, financial |
| | |
| | statements for 2020-2021, including the Balance Sheet; Profit and Loss |
| | Statement. VAT certificate (if applicable). If the Contractor is not a VAT payer, |
| | written confirmation to be provided. |
| | • Company's profile with detailed activity information confirming the following: |
| | ✓ 3 years of experience in implementation of environmental projects, |
| | environmental educational projects, environmental awareness, in social |
| | and environmental research. |
| | √ 3 years of experience in development of varied educational and |
| | methodological recommendations, methodological learning guides and |
| | other learning materials. |
| | Reputation - a table / list of clients for the last 3 years for similar services |
| | required by UNDP with indication of the Customer, subject of services / works, |
| | year of service provision, contract name and customer contact details (e-mail, |
| | phone number and full name of contact person); |
| | • 3 letters of recommendation from previous customers for similar /analogous |
| | services (on official letterhead, signed and dated); |
| | The proposal shall be valid for at least 90 days – to be confirmed in written; |
| | |
| | Submission of all documents according to the list of Annex 2a and 2b |

- Availability of qualified personnel with the necessary work experience and qualifications according to the TOR requirements, with the provision of a detailed resume, documents confirming the experts' 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.
- Company must not be included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list.

Step 2. Technical Evaluation (70%, maximum 700 points calculated as 100% of technical evaluation):

- ✓ Expertise of the Firm [35%]
- ✓ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan [35%]
- ✓ Management Structure and Qualification of Key Personnel [30%]

| | Summary of Technical Proposal | Weight, | Max points | | | |
|-------|---|---------|------------|--|--|--|
| 1. | Expertise of the Firm | 35% | 245 | | | |
| 2. | Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan | 35% | 245 | | | |
| 3. | Management Structure and Qualification of Key Personnel | 30% | 210 | | | |
| Total | Total | | | | | |

| | 1. EXPERTISE OF THE FIRM | | | | | |
|------|--|-----|--|--|--|--|
| 1.1 | At least 3 years of experience in environmental projects, environmental educational projects, environmental awareness, in socio-environmental researches: • 3 years of experience – 87,5 points • + 12,5 points for each additional year • maximum - 125 points | 125 | | | | |
| 1.2 | At least 3 years of experience in development of various educational and methodological recommendations, methodological learning guides and other learning materials: • 3 years of experience - 84 points • + 12 points for each additional year • maximum - 120 points | 120 | | | | |
| | Total for Expertise of the Firm | 245 | | | | |
| 2. N | 2. METHODOLOGY, ITS APPROPRIATENESS TO THE CONDITION AND TIMELINESS OF | | | | | |

^{*} If the above documents are not provided, the organization may not be accepted for the technical evaluation.

| 2.1 | Understanding of the essence, methodology and expected results of the project is consistent with the Terms of Reference and reflected in the proposal: availability of the work methodology and adequacy to the ToR implementation requirements - 105 points proposed work methodology distinctly shows the algorithm of achieving results (does not duplicate the ToR), detailed and justified approaches for performing the work, considering the specifics of the services - 150 points Works schedule (must include the team composition and the distribution of responsibilities) available works schedule and adequacy to the ToR implementation requirements - 66,5 points | 95 |
|-----|---|------|
| | provided works schedule has a coherent framework for achieving the results, including the team composition and | |
| | distribution of responsibilities - 95 points | |
| | Total for Methodology: | 245 |
| | 3. MANAGEMENT STRUCTURE AND QUALIFICATION OF KEY PERSON | INEL |
| 3.1 | Team leader, Expert on environmental education (1 position) | 80 |
| | Higher education in the humanities and natural sciences (pedagogy, biology, etc.): Bachelor's degree - 21 points Master's degree or 5 years of post-secondary education before 1999 - 25,5 points PHD or higher qualification - 30 points | 30 |
| | At least 5 years of work experience in developing environmental educational modules and teaching materials, implementing the environmental education and eco-education projects: 5 years of experience - 35 points, +5 points for each additional year of experience maximum - 50 points | 50 |
| 3.2 | Eco-Education Expert (1 position) | 80 |
| | Higher education in biology: Bachelor's degree - 21 points Master's degree or 5-year college degree prior to 1999 – 25,5 points PHD or higher qualification - 30 points | 30 |
| | At least 3 years of work experience in biodiversity studying and monitoring, drafting the recommendations for biodiversity conservation and sustainable use: • 3 years of experience - 35 points • +5 points for each additional year • Maximum - 50 points maximum | 50 |
| 3.3 | Expert-trainer on implementation of eco-educational module (1 position) | 50 |
| | Higher education in the humanities (pedagogy) Bachelor's degree - 14 points Master's degree or 5 years of post-secondary education before 1999 - 17 points | 20 |

| | PHD or higher qualification - 20 points | | | | |
|--------------------|---|-----------|--|--|--|
| | At least 3 years of work experience in implementing the | 20 | | | |
| | environmental education and eco-education projects, arranging and | | | | |
| | conducting the trainings for teachers, experience in developing the | | | | |
| | teaching modules, etc. | | | | |
| | 3 years of experience - 14 points | | | | |
| | +2 points for each additional year of experience | | | | |
| | maximum - 20 points | | | | |
| | The level of proficiency - Kazakh language: | 10 | | | |
| | Working knowledge - 7 points | | | | |
| | Excellent knowledge/native language - 10 points | | | | |
| | Total for Management Structure and Qualification of Key | 210 | | | |
| | Personnel | | | | |
| | | | | | |
| | Step 3. Financial Proposal (30%, 300 points maximum) | | | | |
| | To be computed as a ratio of the Proposal's offer to the lowest price a | among the | | | |
| | proposals received by UNDP. | | | | |
| | | | | | |
| | Rating the Financial Proposal (FP): | | | | |
| | FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100 | | | | |
| | Total Combined Score: | | | | |
| | Combined Score = (TP Rating) x 70% + (FP Rating) x 30% | | | | |
| | The financial offer must be password protected. | | | | |
| UNDP will award | ☑ One and only one Service Provider | | | | |
| the contract to: | No participation of Joint Ventures/Consortiums is admitted in the b | id. | | | |
| Annexes to this | ☑ Form for Submission of Proposal (Annexes 2a and 2b) | | | | |
| RFP | ☑ Sample of UNDP contract and General Terms and Conditions / Special Spec | cial | | | |
| | Conditions (Annex 3) | | | | |
| | ☑ Detailed TOR (Annex 4) | | | | |
| Contact Person for | Procurement Specialist Gyulnara Karpisheva | | | | |
| Inquiries | gyulnara.karpisheva@undp.org | | | | |
| (Written inquiries | Any delay in UNDP's response shall be not used as a reason for extend | ding the | | | |
| only) | deadline for submission, unless UNDP determines that such an extension is | | | | |
| J. 11, 1 | necessary and communicates a new deadline to the Proposers. | 5.511 15 | | | |
| | incoessary and communicates a new deadine to the Proposers. | | | | |

Electronic Submission Procedure

Attention:

Applicants shall submit their bids by email: procurement.kz@undp.org

Technical and financial parts of the Proposal must be submitted in separate files. The financial proposal (Annex 2b) must be **protected by password**. The password to the Financial Proposal must not be provided to UNDP until a request is received from a UNDP Procurement specialist.

-Document Format: PDF files only;

- -File names must have a maximum of 60 characters, which should not contain any special characters other than letters;
- -Files must not contain viruses and be damaged;
- -Maximum file size for one electronic transmission: up to 19 MB;
- -Maximum number of electronic transmissions: 5 messages;
- In case of more than 1 transmission / e-mail, please indicate the numerical order in the subject.

The e-mail subject shall indicate *RFP-2022-007_ Services on development and* enforcement of extended environmental educational module in Ile-Balkash region, Kazakhstan

Documents to be provided

- Duly completed, signed and sealed forms: Annex 2a; Annex 2b must be password protected.
- Certificate of registration/re-registration, constituent documents.
- Financial statements for 2020-2021, including the Balance Sheet. Profit and Loss Statement.
- Certificates confirming the absence of debts in the tax authorities.
- VAT certificate (if applicable). Otherwise, written confirmation that the company is not a VAT payer.
- Company's profile with detailed activity information confirming the following:
 - ✓ 3 years of experience in implementation of environmental projects, environmental educational projects, environmental awareness, in social and environmental research.
 - ✓ 3 years of experience in development of varied educational and methodological recommendations, methodological learning guides and other learning materials.
- The methodology describing which approach will be used and how the task will be carried out.
- The work schedule including the team composition and distribution of responsibilities, a brief description of methods and procedures to perform the works.
- A list of services for the last 3 years for similar services required by UNDP with indication of the Customer, name of services/ works, year of service provision, contract name and customer contact details (e-mail, phone number and full name of contact person).
- At least 3 letters of recommendation from previous customers for similar/analogous services (on official letterhead, signed and dated).
- Written confirmation that the proposal shall be valid for at least 90 days;
- Detailed resume, diplomas of the proposed key personnel, and written confirmation from each employee that they will be available during the entire duration of the contract.

Annex 2a

FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL¹

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery²)

[insert: Location].
[insert: Date]

To: Yakup Beris
Resident Representative
UNDP Kazakhstan

Dear Sir:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP-2022-007 dated 04.05.2022 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) Company's Profile with detailed activity information confirming the following:
- 3 years of experience in implementation of environmental projects, environmental educational projects, environmental awareness, in social and environmental research.
- 3 years of experience in development of varied educational and methodological recommendations, methodological learning guides and other learning materials.
- b) Civil legal capacity to enter into agreements (certificate of registration/re-registration, constituent documents).
- c) Financial stability: certificates confirming the absence of debts in the tax authorities. Financial statements for 2020-2021, including the Balance Sheet; Profit and Loss Statement. Certificate of VAT (if applicable). Otherwise, written confirmation that the company is not a VAT payer.
- d) Reputation a table / list of services for the last 3 years for similar services required by UNDP with indication of the Customer, name of services/ works, year of service provision, contract name and customer contact details (e-mail, phone number and full name of contact person);
- e) 3 letters of recommendation from previous customers for similar /analogous services (on official letterhead, signed and dated);
- f) The proposal shall be valid for at least 90 days to be confirmed in written.

B. Proposed Methodology for the Completion of Services

¹ This serves as a guide to the Service Provider in preparing the Proposal.

² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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.

Schedule of work (should include the team composition and distribution of responsibilities)

C. Qualifications of Key Personnel

Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) Detailed CVs demonstrating qualifications and diplomas as required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

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

Annex 2b

FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL³

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

[insert: Location].
[insert: Date]

To: Yakup Beris Resident Representative UNDP Kazakhstan

Dear Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP-2022-007 dated 04.05.2022 and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions.

The proposed financial offer is valid for 90 days.

A. Cost Breakdown per Deliverable*

| # | Deliverables | Percentage of Total | Price |
|---|---|---------------------|-----------------------|
| | [list them as referred to in the RFP] | Price (Weight for | (Lump Sum, All |
| | | payment) | Inclusive) – indicate |
| | | | currency |
| 1 | Works schedule updated and agreed with UNDP. | 40% | |
| | The structure and content of extended environmental educational module developed. | | |
| | Initial discussions held and the plans of joint execution of extended environmental educational module signed (executor, region, pilot schools, SNR). | | |
| | Interim progress report | | |
| 2 | Learning materials on extended environmental educational module developed and issued in Kazakh and Russian: digital lessons-presentations for the school students, learning and methodic guide(s) for the schoolteachers (not less than 100 pcs). | 40% | |
| | Interim progress report | | |
| 3 | Trainings held for school teachers of pilot schools (not less than 20 ppl) | 20% | |
| | Learning materials posted on UNDP website and Youtube channel | | |

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

| Monitoring, assessment, and analysis of results on execution extended environmental educational module made | | |
|---|------|--|
| Final progress report | | |
| Total | 100% | |

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

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

| Nº | Activity/Costs | Q-ty of persons | Unit | Quantity (month, unit) | Cost per unit (currency) | Amount (currency) |
|-----|---|-----------------|------------------------------|---------------------------|-----------------------------|----------------------|
| 1 | Personnel | | | | | |
| 1.1 | Team Leader, Expert on environmental education | 1 | month | 12 | | |
| 1.2 | Expert on biodiversity | 1 | month | 12 | | |
| 1.3 | Expert-trainer on implementation of eco-educational module | 1 | month | 6 | | |
| | Subtotal | | | | | |
| 2 | Travel costs | | | | | |
| | Almaty region | | | | | |
| 2.1 | Daily allowance: 2 persons x 8 days | 2 | day | 8 | | |
| 2.2 | Accommodation: 2 persons x 8 days | 2 | day | 8 | | |
| | Subtotal | | | | | |
| 3 | Transport costs | | | | | |
| 3.1 | Rent a car to move within the Balkhash region | | day | 8 | | |
| 3.2 | Round trip airfare for 2 people to Almaty | 2 | Air trip | 2 | | |
| | Subtotal | | | | | |
| 4 | Logistics costs | | | | | |
| | Trainings for teachers | | | | | |
| 4.1 | Coffee break and lunch (20 participants) | 20 | Coffee break and lunch | | | |
| 4.2 | Room/equipment rental, consumables, stationery | | Day | 1 | | |
| | Expenditures on the design of training materials for additional environmental education | | | | | |
| 4.3 | Services for the development of digital format, design, design of lessons- presentations for | | Сору | 60 | | |

| | schoolchildren in Russian and | | | |
|-----|--|-------|-----|--|
| | Kazakh languages | | | |
| 4.4 | Services on design, layout and printing of methodical manuals for teachers | Сору | 100 | |
| 4.5 | Translation services for training materials (Russian/Kazakh) | Page | 200 | |
| | Subtotal | | | |
| 5 | Other costs | | | |
| 5.1 | Communication services, Internet | month | 12 | |
| 5.2 | Bank charges | | | |
| 5.3 | Postal and courier services | | | |
| | Subtotal | | | |
| 6 | Unforeseen costs (pls specify if any) ⁵ | | | |
| | Total | | | |
| | VAT (if applicable) | | | |
| | TOTAL (indicate currency) | | | |

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

_

⁵ Under other unforseen costs companies shall include detailed list of all costs associated with implementation of the tasks and deliverables, each cost shall be justified and clearly calculated. Other unforseen costs can be subject to UNDP review and approval

Annex 3

United Nations Программа развития **Development Programme** Объединённых Наций **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 Contractor] Организации Объединенных Наций 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 2. UNDP: [] Request for Quotation [] Request ПРООН: [] запрос цен [] 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 applicable"] применяется»] 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 [] Меньше 50.000 долл. США (только Услуги) -(de minimis) Contracts apply применяются Общие условия ПРООН для [] below US\$50,000 (Goods or Goods and базовых (незначительных) договоров Services) – UNDP General Terms and Conditions for Contracts apply

| [] equal to or above US\$50,000 (Goods and/or | [] Меньше 50.000 долл. США (Товары или |
|---|---|
| Services) – UNDP General Terms and Conditions | Товары и Услуги) - применяются Общие |
| for Contracts apply | условия для договоров ПРООН |
| Tor contracts apply | [] 50 000 долл. США или больше (товары и / |
| | или услуги) - применяются Общие условия |
| | для договоров ПРООН |
| 11. Payment Method: [] fixed price [] cost | 11. Способ оплаты: [] фиксированная |
| reimbursement | 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: | SWIFT-код: |
| Bank Code: | Код банка: |
| Routing instructions for payments: | Инструкции по назначению платежей: |
| This Contract consists of the following | Настоящий Договор состоит из следующих |
| documents, which in case of conflict shall take | документов, которые, в случае возникновения |
| precedence over one another in the following | несоответствия, имеют преимущество друг |
| order: | перед другом в следующем порядке: |
| | |
| | 1. Данная титульная страница («Титульная |
| 1. This face sheet ("Face Sheet"). | страница»). |
| | 2. Специальные условия ПРООН [удалить, |
| 2. UNDP Special Conditions [delete if not | если не применяется]. |
| applicable]. | 3. [Общие условия ПРООН для |
| | договоров] [Общие условия ПРООН для |

- 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.

- 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.

Настоящим удостоверяется, что должным образом уполномоченные на это

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

This Contract and its General Terms and conditions are drawn up in English and Russian and consist of two original copies. In the event of any ambiguity or conflict between the English and Russian language versions, the English version shall prevail

представители Сторон подписали настоящий Договор от имени Сторон в месте и в день, указанные ниже.

Данный Договор и Общие условия к нему составлены на английском и русском языках и состоят из двух оригинальных экземпляров. В случае любой двусмысленности или конфликта между английской и русской версией языка, версия на английском языке имеет преимущественную силу.

| version shall prevail. | имеет преимущественную силу. |
|------------------------|------------------------------|
| 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 |

GENERAL TERMS AND CONDITIONS

United Nations Development Programme



Программа развития Объединённых Наций



GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL (DE MINIMIS)

CONTRACT

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

- 1. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a "Party" or, collectively, "Parties" hereunder, and:
- 1.1 Pursuant, inter alia, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
- 1.2 The Contractor shall have the legal status of an independent contractor vis-à-vis UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

ОБЩИЕ УСЛОВИЯ ДЛЯ БАЗОВЫХ 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 Подрядчик далее именуются как «Сторона» или совместно «Стороны» по настоящему Договору, и: **1.1** В соответствии, *среди прочего*, с Уставом Организации Объединенных Наций и Конвенции о Привилегиях Иммунитетах Организации Объединенных Наций. Организация Объединенных Наций, включая ее дочерние органы, имеет полную правосубъектность и пользуется такими привилегиями и иммунитетами, 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 или 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

2. OBLIGATIONS OF THE CONTRACTOR:

- **2.1** The Contractor shall perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the "Services"), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- **2.2** The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.
- **2.3** All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the provision of the Services.
- **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 Services shall be ordered during the term of the LTA.
- **3.2** Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Services from the Contractor hereunder.
- **3.3** The Contractor shall provide the Services, as and when requested by UNDP and reflected in a purchase order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a purchase order is issued.
- **3.4** The Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of

или в связи с наймом таких физических или юридических лиц.

2. ОБЯЗАННОСТИ ПОДРЯДЧИКА:

- 2.1 Подрядчик должен предоставить услуги, указанные в Техническом задании и Графике платежей (далее «Услуги»), с должной ответственностью и эффективностью, а также в соответствии с настоящим Договором. Подрядчик также должен предоставить всю техническую и административную поддержку, которая необходима для обеспечения своевременного и удовлетворительного предоставления Услуг.
- 2.2 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.
- **2.3** Все сроки, указанные в настоящем Договоре, обязательны для оказания Услуг.
- 3. ДОЛГОСРОЧНОЕ СОГЛАШЕНИЕ: ЕСЛИ ПРООН привлекает Подрядчика на основе долгосрочного соглашения («ДС»), которое указано на Титульной странице настоящего Договора, следующие условия должны быть применены:
- **3.1** ПРООН не гарантирует объем Услуг, который будет заказан 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 Услуги у Подрядчика по этому Договору.
- 3.3 Подрядчик обязуется предоставить Услуги на условиях и в сроки, которые определены ПРООН и указаны в Заказе на покупку, регулируемом положениями и условиями настоящего Договора. Во избежание сомнений, ПРООН не имеет никаких правовых обязательств по отношению к Подрядчику до факта и момента выпуска Заказа на покупку.
- **3.4** Услуги должны предоставляться по ценам со скидками, которые прилагаются к настоящему

three years from the Starting Date stated in the Face Sheet of this Contract.

- **3.5** In the event of any advantageous technical changes and/or downward pricing of the Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.
- **3.6** The Contractor shall report semi-annually to UNDP on the Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a purchase order for the Services during the reporting period.
- **3.7** The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties

4. PRICE AND PAYMENT:

- **4.1 FIXED PRICE:** If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.
- 4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.
- 4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

- 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 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 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 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 полное предоставление Услуг.
- 4.1.1 Указанная на Титульной странице настоящего Договора сумма не подлежит корректировкам или пересмотру в связи с изменением цен, валютными колебаниями 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 Графиком заданием платежей, после завершения Подрядчиком предоставления Услуг принятия ПРООН после оригиналов счетов, предоставленных Подрядчиком Контактному лицу ПРООН, указанному на Титульной странице настоящего Договора, вместе СО всей сопроводительной

- 4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.
- 4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's provision of the Services.
- **4.2 COST REIMBURSEMENT:** If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract
- 4.21. breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the provision of the Services.
- 4.2.2 The Contractor shall not provide the Services or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.
- 4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with

- документацией, которую может потребовать ПРООН.
- 4.1.3 В счетах должны указываться предоставленные Услуги 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 услуг, предоставленных Подрядчиком.

4.2 ВОЗМЕЩЕНИЕ

РАСХОДОВ: Если Возмещение расходов выбрано способом оплаты согласно Титульной страницы этого Договора, за полное 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 изложенная в Финансовой части Титульной страницы настоящего Договора, должна указывать максимальный размер каждой категории расходов, подлежащих возмещению по настоящему Договору. Подрядчик в своих счетах или финансовых отчетах (по запросу ПРООН) должен указать сумму фактических расходов к возмещению, которые он понес при предоставлении Услуг.
- 4.2.2 Подрядчик не может оказывать услуги или поставлять оборудование, материалы и другие товарно-материальные ценности (ТМЦ), которые могут привести к возникновению расходов, размер которых превышает сумму, указанную на титульной странице этого Договора, максимальный размер каждой категории расходов, указанный в детализации расходов в Финансовом предложении без предварительного письменного согласования Контактным лицом ПРООН.
- 4.2.3 Подрядчик должен предоставить оригиналы счетов или финансовые отчеты (по запросу ПРООН) по поставленным в соответствии с Техническим заданием Услугам и Графиком платежей. В таких счетах должны указываться предоставленные Услуги с соответствующими суммами к оплате. Они должны быть предоставлены Контактному лицу ПРООН вместе

whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

- 4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.
- 4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

5. ADVANCE PAYMENT:

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

6. SUBMISSION OF INVOICES AND REPORTS:

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

- 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 оригиналам 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 услуг, предоставленных Подрядчиком.

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 отчеты и сопроводительные документы, которые необходимы в соответствии с настоящим Договором, должны быть отправлены Подрядчиком 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 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

- **7.1** Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt
- **7.2** Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report. All reports shall be written in the English language

8. RESPONSIBILITY FOR EMPLOYEES:

- **8.1** The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.
- **8.2** The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property. The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth above.

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 подробно описываются Услуги, которые предоставлялись по Договору в течение периода времени, охваченного каждым отчетом. Все отчеты должны быть предоставлены на английском языке.

8. ОТВЕТСТВЕННОСТЬ ЗА СОТРУДНИКОВ:

- 8.1 Подрядчик отвечает за профессиональную компетентность техническую персонала, которому он поручает выполнять работы по Договору, и будет выбирать надежных и компетентных лиц, способных эффективно выполнять обязательства по Договору и которые пап выполнении таких обязательств придерживаются местного законодательства и и отвечают правил высоким стандартам морально-этического поведения.
- 8.2 Подрядчик отвечает и принимает на себя все риски и ответственность, связанные с его персоналом и имуществом. Подрядчик должен разработать соответствующий план безопасности и внедрить его с учетом обстановки в стране и на территории предоставления услуг; и (іі) принять на себя все риски и ответственность за безопасность и полную реализацию плана безопасности. 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

- **9. ASSIGNMENT:** The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.
- **10. SUBCONTRACTING:** In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.
- 11. INDEMNIFICATION: The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or subcontractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

12. INSURANCE AND LIABILITY:

- вышеуказанное, Подрядчик будет продолжать нести ответственность за безопасность своего персонала и имущество ПРООН, которое находится у него на хранении, как указано выше.
- 9. ПЕРЕУСТУПКА ПРАВ: Подрядчик может отступать, передавать, отдавать в залог или любым другим образом распоряжаться Договором, любой его частью, или любым правом, претензией или обязательством Подрядчика по Договору только при условии предварительного письменного разрешения ПРООН.
- 10. ПРИВЛЕЧЕНИЕ СУБПОДРЯДЧИКОВ: Если необходимы Подрядчику услуги субподрядчиков, Подрядчик должен получить предварительное письменное согласие одобрение всех субподрядчиков от ПРООН. Факт субподрядчика одобрения ПРООН освобождает Подрядчика от любого из его обязательств по настоящему Договору. Условия Договора любого субподряда должны регулироваться и соответствовать положениям настоящего Договора.
- 11. ВОЗМЕЩЕНИЕ УБЫТКОВ: Подрядчик должен гарантировать возмещение убытков, обезопасить и защитить за свой счет ПРООН, ее должностных лиц, представителей, служащих и сотрудников от любых исков, претензий, требований ответственности любого рода, в том числе расходов, возникающих в связи с действиями или бездействием Подрядчика или его сотрудников, должностных лиц, агентов или субподрядчиков при выполнении настоящего Договора. Это положение, помимо прочего, распространяется на претензии и обязательства, касающиеся выплаты компенсаций работникам, ответственности о продукции и ответственности, возникающей в СВЯЗИ С использованием запатентованных изобретений и устройств, материалов, охраняемых авторским правом, или другой интеллектуальной собственности подрядчиком, его сотрудниками, должностными лицами, агентами, служащими или субподрядчиками. Обязательства по данному пункту не теряют своей силы после окончания срока действия настоящего Договора.
- 12. СТРАХОВАНИЕ И ОТВЕТСТВЕННОСТЬ:

- **12.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- **12.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury, disability or death in connection with this Contract.
- 12.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of Services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract
- **12.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- 12.4.1 Name UNDP as additional insured;
- **12.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
- **12.4.3** Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- **12.5** The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article 12.

- **12.1** Подрядчик должен застраховать и в дальнейшем обеспечивать страхование своего имущества и любого оборудования, используемого в целях выполнения настоящего Договора.
- 12.2 Подрядчик должен застраховать и в дальнейшем обеспечивать страхование всех соответствующих видов компенсаций работникам, либо их эквивалента по отношению к своим сотрудникам для удовлетворения требований по выплате компенсаций за причинение личного вреда, потерю трудоспособности или в связи с наступлением смерти, связанные с выполнением настоящего Договора.
- 12.3 Подрядчик должен застраховать и в дальнейшем обеспечивать страхование ответственности адекватных размерах, достаточных для удовлетворения требований третьих сторон по смерти или причинения телесных повреждений, утраты или повреждения имущества, возникающих в связи с оказанием услуг в рамках настоящего Договора или во время управления любыми транспортными средствами, лодками, самолетами или при использовании другого оборудования, которым владеет или которое арендовал Подрядчик или его агенты, служащие, работники или субподрядчики при выполнении работ или предоставлении услуг в связи с настоящим Договором.
- **12.4** Кроме страхования компенсации работников, страховые полисы, в соответствии с настоящим пунктом, должны предусматривать:
- **12.4.1** Внесение ПРООН в качестве дополнительного страхователя;
- **12.4.2** Включение отказа права передачи права требования ПРООН со стороны Подрядчика страховой компании;
- 12.4.3 Обеспечение получения ПРООН письменного уведомления от страховщиков за 30 (тридцать) дней до аннулирования или существенного изменения страхового обеспечения.
- **12.5** По требованию ПРООН Подрядчик должен предоставить ПРООН убедительные доказательства наличия страхового обеспечения, которое необходимо по условиям настоящего пункта 12.

- 13. ENCUMBRANCES AND LIENS: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.
- 14. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear

15. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

- 13. ПРЕПЯТСТВИЯ И ПРАВА УДЕРЖАНИЯ: Подрядчик не должен создавать или допускать представление любым 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.
- 14. 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 не нужно Подрядчику. При возвращении ПРООН такое оборудование должно быть в том же состоянии, котором оно находилось на момент предоставления Подрядчику с учетом обычного износа, Подрядчик нести должен ответственность за возмещение ПРООН любого ущерба, повреждения или ухудшения характеристик оборудования сверх обычного износа.

15. АВТОРСКОЕ, ПАТЕНТНОЕ И ДРУГИЕ ИМУЩЕСТВЕННЫЕ ПРАВА:

15.1 Если иное четко не определено письменном виде в Договоре, ПРООН сохраняет право на интеллектуальную собственность и другие имущественные права в полном объеме, включая, среди прочего, патенты, авторские права и товарные знаки продуктов, процессов, изобретений, идей, «ноухау» или документации и других материалов, созданных или разработанных Подрядчиком для ПРООН в рамках 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.

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

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

15.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract

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

15.2 Тем не менее, если такая интеллектуальная собственность или другие имущественные права состоят в интеллектуальной собственности или иных имущественных правах Подрядчика, которые (i) существовали ДО момента выполнения Подрядчиком своих обязательств по Договору, либо (іі), которые Подрядчик может создать или получить, или которые были созданы или получены независимо от 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 прав исключительно для целей и в соответствии с требованиями Договора.

15.3 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.

соответствии с вышеизложенными положениями все карты, чертежи, 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 в обоснованные сроки и в обоснованном являются конфиденциальной месте, информацией и должны передаваться только уполномоченным должностным лицам ПРООН по завершении работ в рамках Договора.

16. РЕКЛАМА **ИСПОЛЬЗОВАНИЕ** И 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, эмблему или официальную печать ПРООН или ООН или любое сокращение названия ПРООН или ООН в связи со своей деятельностью или по другим причинам

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

17.1 The Recipient shall:

- 17.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,
- 17.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.
- **17.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 17, the Recipient may disclose Information to:
- 17.2.1 any other party with the Discloser's prior written consent; *and*,
- 17.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:

без предварительного письменного разрешения ПРООН.

- 17. КОНФИДЕНЦИАЛЬНОСТЬ ДОКУМЕНТОВ И ИНФОРМАЦИИ: Информация и данные, которые считаются собственностью любой из Сторон или которые передаются или разглашаются одной Стороной («Разглашающая сторона») другой Стороне («Принимающая сторона») в ходе выполнения Договора, и которые обозначаются конфиденциальные («Информация»), должны храниться такой Стороной конфиденциально, при этом работа с такой информацией производится следующим образом:
- 17.1 Принимающая сторона должна:
- 17.1.1 проявлять такую же осторожность и благоразумие для предотвращения раскрытия, публикации или распространения Информации Разглашающей стороны, которую она проявляет по отношению к подобной собственной Информации и которую она не желает раскрывать, публиковать или распространять; и 17.1.2 использовать Информацию Разглашающей стороны исключительно для тех целей, для которых такая информация была раскрыта.
- 17.2 При наличии в Принимающей стороны письменного соглашения со следующими физическими или юридическими лицами, которые владеют конфиденциальной Информацией в соответствии с Договором и настоящим пунктом 17, Принимающая сторона может раскрывать Информацию:
- 17.2.1 любой другой стороне по предварительному письменному согласию Разглашающей стороны; u
- 17.2.2 сотрудникам, должностным лицам, представителям и агентам Принимающей стороны, которым нужно знать такую Информацию ДЛЯ выполнения СВОИХ обязательств по Договору, а также сотрудникам, должностным лицам, представителям и агентам любых 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, что для

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

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

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

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

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

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

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

18. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

таких целей подконтрольное юридическое лицо означает:

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

17.2.2.2 любое юридическое лицо, эффективное административное управление которой осуществляет Сторона; *unu*

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

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

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

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

17.6 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.

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

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

18.1 В случае возникновения и в максимально короткое время после возникновения причин, которые привели к форс-мажорным обстоятельствам, пострадавшая Сторона должна в письменном виде с подробным описанием ситуации проинформировать 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 или о возникновении любого события, что препятствует или может препятствовать выполнению пострадавшей Стороной Договора. Не позднее чем через 15 (пятнадцать) дней после о форс-мажорных уведомления обстоятельствах или других изменениях условий пострадавшая Сторона также должна предоставить другой Стороне отчет ожидаемых расходах, которые могут быть понесены во время действия измененных условий или во время действия форс-мажорных обстоятельств. После получения необходимого сообщения или сообщений, указанных в этом пункте, Сторона, которая не пострадала в возникновения форс-мажорных результате обстоятельств, должна принять такие меры, которые целесообразны или необходимы при обстоятельствах, определенных включая предоставление пострадавшей Стороне обоснованной отсрочки в выполнении какихлибо обязательств по Договору.

18.2 Если ПО причине форс-мажорных обстоятельств Подрядчик не сможет полностью или частично выполнять СВОИ обязанности и обязательства по Договору, ПРООН имеет право приостановить расторгнуть Договор на тех же условиях, которые 19 предусмотрены ПУНКТОМ «Порядок расторжения Договора», НО срок предоставления уведомления составит 7 (семь) дней вместо 30 (тридцати). В любом случае ПРООН сможет признать Подрядчика таким, что на постоянной основе в состоянии выполнять свои обязательства по Договору, если Подрядчик не сможет их выполнять полностью или частично по причине форс-мажорных обстоятельств в **18.3** Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute force majeure under the Contract.

19. TERMINATION:

19.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 22.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

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

течение периода более 90 (девяносто) дней.

18.3 Под форс-мажорными обстоятельствами в данном пункте подразумеваются непредвиденные и непреодолимые стихийные бедствия, война (объявленная необъявленная), оккупация, революция, восстание, террористические акты или другие обстоятельства подобного характера силы, при условии, что такие обстоятельства возникли по причинам, которые Подрядчик не мог контролировать, а также не по вине или небрежности Подрядчика. Подрядчик осознает и соглашается с тем, что в отношении каких-либо 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 или 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.

19. РАСТОРЖЕНИЕ ДОГОВОРА:

19.1 Любая из Сторон может расторгнуть данный Договор по 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 соответствии с пунктом 22.2 «Урегулирование споров» не должен рассматриваться расторжением Договора.

19.2 ПРООН имеет право расторгнуть Договор в 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 τοгο, иное предусмотрено Договором, ПРООН может расторгнуть Договор без объяснения причин, направив Подрядчику предварительное письменное уведомление за 60 (шестьдесят) дней до расторжения.

- **19.3** In the event of any termination of the Contract, no payment shall be due from UNDP to the Contractor except for the Services satisfactorily provided to UNDP in accordance with the requirements of the Contract.
- 19.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.
- **19.5** The provisions of this Article 19 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.
- **20. NON-WAIVER OF RIGHTS**: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.
- **21. NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

22. SETTLEMENT OF DISPUTES:

22.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the

- **19.3** В случае любого расторжения Договора, Подрядчик не получит от ПРООН никаких платежей, кроме принадлежащих ему за Услуги, предоставленные надлежащим для ПРООН образом в соответствии с Договором.
- **19.4** B случае объявления Подрядчика банкротом, его ликвидации или признания неплатежеспособным, или в случае, когда Подрядчик передает имущество или права в пользу своих кредиторов, или в случае назначения Ликвидатора, который управляет имуществом в связи с признанием Подрядчика неплатежеспособным, ПРООН вправе, ущерба для своих других прав или средств правовой защиты в соответствии с данными условиями, немедленно разорвать этот Договор. Подрядчик должен немедленно информировать ПРООН о возникновении любого из указанных выше событий.
- **19.5** Положения пункта 19 не могут наносить ущерб любым другим правам или средствам правовой защиты, которые доступны ПРООН по настоящему Договору или по другим документам.
- 20. 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.
- 21. НЕИСКЛЮЧИТЕЛЬНОСТЬ: Если иное не указано в Договоре, ПРООН не имеет обязательств ПО приобретению любого минимального объема Товаров или Услуг у Подрядчика, при этом ПРООН 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.

22. ПОРЯДОК УРЕГУЛИРОВАНИЯ СПОРОВ: 22.1 МИРОВОЕ УРЕГУЛИРОВАНИЕ

СПОРА: Стороны обязуются прилагать все усилия для мирового урегулирования любого спора, противоречия или претензии, возникающих в

Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

22.2 ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 22.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

результате выполнения, нарушения, расторжения Договора или признания его недействительным. Если Стороны достичь внесудебного урегулирования в форме процедуры примирения, то такая процедура должна быть оформлена в соответствии с Правилами проведения процедур примирения Комиссии ООН по правам международной торговли («ЮНСИТРАЛ») или в соответствии с любыми другими процедурами согласно письменному соглашению Сторон.

22.2 АРБИТРАЖ: Любые споры, противоречия или претензии между Сторонами, возникающие в связи с Договором или его нарушением, расторжением или утратой им юридической силы, не урегулированы во внесудебном порядке в соответствии с пунктом 22.1 выше в течение 60 (шестидесяти) дней после получения одной из Сторон письменного требования Другой стороны о 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 по возврату уничтожению товаров, любого или 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 к товарам, услугам или иного материального или нематериального имущества, любой конфиденциальной информации, предоставленной В рамках Договора полном соответствии 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. Более того, если иное прямо не предусмотрено в Договоре, арбитражный суд не имеет полномочий начислять проценты выше Лондонской межбанковской ставки («LIBOR») и любые такие

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

24. TAX EXEMPTION:

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

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

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

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.

23. 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.

24. ОСВОБОЖДЕНИЕ ОТ НАЛОГООБЛОЖЕНИЯ:

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

24.2 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.

25. ПОРЯДОК ВНЕСЕНИЯ ИЗМЕНЕНИЙ: Любые изменения или дополнения к Договору действительны и имеют юридическую силу для ПРООН только в том случае, когда они оформлены

26. AUDITS AND INVESTIGATIONS:

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

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

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

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

в письменном виде должным образом уполномоченными представителями Сторон.

26. АУДИТ И РАССЛЕДОВАНИЯ:

26.1 Каждый счет, что оплачивается ПРООН, подлежит аудиту после его оплаты; такой аудит проводится внутренними или внешними ПРООН аудиторами 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. ПРООН имеет право на возмещение Подрядчиком любых сумм, которые в ходе аудита будут признаны суммами, уплаченными в нарушение условий и положений Договора.

26.2 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.

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

26.4 ПРООН имеет право на возмещение Подрядчиком любых сумм, которые в ходе аудита и расследования будут признаны суммами, уплаченными в нарушении условий и

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

27. LIMITATION ON ACTIONS:

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

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

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

положений Договора. Подрядчик также признает и соглашается с тем, что определенных предусмотренных 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.

27. СРОКИ ДАВНОСТИ:

27.1 За исключением каких-либо обязательств по возмещению убытков согласно пункта 11 выше, или если иное не предусмотрено Договором, любые арбитражные процедуры согласно пункта 22.2 выше, вытекающие из Договора, должны быть начаты в течение 3 (трех) лет с момента возникновения оснований для такого действия.

27.2 Стороны также признают и соглашаются с тем, что для данных целей моментом возникновения оснований для действий будет 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 на будущее функционирования Товаров, любых процессов или систем, И нарушение может обнаружено только через определенное время, когда такие Товары, другие процессы или системы будут готовы к функционированию в соответствии с требованиями Договора.

28. СУЩЕСТВЕННЫЕ УСЛОВИЯ: Подрядчик признает и соглашается с тем, что каждое из положений, изложенных в пунктах 29-35 собой Договора, настоящего представляет и любое существенное условие Договора нарушение любого ИЗ ЭТИХ положений предоставляет ПРООН право немедленно расторгнуть Договор или любую другую сделку, заключенную с ПРООН, путем направления Подрядчику уведомления, при этом ПРООН не

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

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

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 на любое предполагаемое нарушение указанных существенных условий как на основание для обращения в соответствующие национальные органы ДЛЯ принятия соответствующих правовых мер.

29. ИСТОЧНИК ИНСТРУКЦИЙ: Подрядчик не вправе обращаться за инструкциями получать инструкции по выполнению своих обязательств ПО Договору любым уполномоченным лицам или организациям за пределами ПРООН. В том случае, когда любое уполномоченное лицо или организация за 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 возможную помощь ВСЮ поддержку, которая может понадобиться ПРООН. Подрядчик должен воздерживаться от любых действий ПО выполнению своих обязательств по Договору, которые могут негативно повлиять на интересы ПРООН или ООН и выполнять взятые на себя обязательства по Договору с полным учетом интересов ПРООН.

30. 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 с 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, и членов экспертных миссий» от 18 июня 2002, а также ST / SGB / 2006/15 «Ограничения, действующие после прекращения **30.1** The UN Supplier Code of Conduct;

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

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

30.4 UNDP Vendor Sanctions Policy; and

30.5 All security directives issued by UNDP.

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

- **31. OBSERVANCE OF THE LAW**: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.
- **32. CHILD LABOR**: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

трудоустройства» от 27 декабря 2006, соблюдать и руководствоваться требованиями следующих документов:

- 30.1 Кодекс поведения Подрядчика ООН;
- **30.2** Политика ПРООН о мошенничестве и других проявлениях коррупции («Политика ПРООН по борьбе с мошенничеством»);
- **30.3** Регламенты проведения аудита и расследований, обнародованные Офисом ПРООН («OAP»);

30.4 Политика о санкциях к поставщикам ПРООН; и

30.5 Все Директивы ПРООН по безопасности.

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

31. СОБЛЮДЕНИЕ

ЗАКОНОДАТЕЛЬСТВА: Подрядчик обязуется соблюдать все законы, приказы, правила и нормы, касающиеся выполнения его обязательств по Договору. Кроме того, Подрядчик должен соблюдать все обязательства и требования по его регистрации в качестве квалифицированного поставщика Товаров или Услуг для ПРООН, изложенных в соответствующих регламентах о регистрации в качестве поставщика ПРООН.

32. 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 с правами, изложенными в Конвенции о правах детей, в том числе со статьей 32 Конвенции, которая, среди прочего, предусматривает, чтобы дети были защищены от выполнения работы, которая может быть опасной или препятствовать их образованию и воспитанию, быть вредной для здоровья или физического, умственного, духовного, моральноэтического или социального развития детей.

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

34. SEXUAL EXPLOITATION:

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

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

34.3 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of

33. 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.

34. СЕКСУАЛЬНАЯ ЭКСПЛУАТАЦИЯ:

34.1 В ходе выполнения Договора Подрядчик соблюдать должен 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 этом бюллетене.

34.2 Подрядчик должен принять BCE необходимые меры ДЛЯ предупреждения сексуальной эксплуатации или насилия со стороны своих работников или любых других которые МОГУТ быть привлечены лиц, Подрядчиком для предоставления любых услуг в рамках Договора. Для таких целей, сексуальные действия в отношении какого-либо лица, не достигшего возраста восемнадцати лет, независимо ОТ положений законов, ссылающихся на согласие такого лица, считаются сексуальной эксплуатацией и насилием в отношении такого лица. Кроме τοгο, 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, или быть привлеченным сексуальным действиям, которые эксплуатируют или унижающих достоинство всех лиц.

34.3 ПРООН не применяет вышеизложенные нормы по возрастным ограничениям в случаях, если сотрудники Подрядчика или другие лица, которые могут быть привлечены им к оказанию

eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

35. ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution

1267 (1999). The list can be accessed via https://www.un.org/sc/suborg/en/sanctions/1267/aqsanctions list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract

каких-либо услуг по Договору, состоящих в браке с лицами моложе восемнадцати лет, с которыми совершено действие сексуального характера, а также в тех случаях, когда данный брак признан действительным в соответствии с законами страны, гражданином которой является сотрудник Подрядчика или такое другое лицо, которое может быть привлечено Подрядчиком для выполнения каких-либо услуг в рамках Договора.

35. 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/1267/aq sanctions list. Это положение необходимо включать во все договоры или договоры субподряда, заключаемые в рамках Договора

Annex 4



TERMS OF REFERENCE

Reference and title: RFP-2022-007 Services on development and enforcement of extended

environmental educational module in Ile-Balkash region, Kazakhstan

Project title and number: Creation of conditions for the reintroduction of the Turan tiger and assistance

in the preservation of natural, historical, and cultural objects of the Ulytau

mountain range, 00111147

Type of Contract: Contract for services (UNDP template)

Duty station: Kazakhstan, with trips to Balkhash region of Almaty oblast

Duration: 12 months from date of Contract singing, tentatively July 2022 - June 2023

JUSTIFICATION:

The Project is aimed at creation of sustainable framework for tiger reintroduction in its historical habitats (spanning Ile-Balkhash State Nature Reserve), conservation of natural and cultural heritage of Ulytau mountain group and its adjacent areas, promotion of touristic spots of this unique region

The Project's main outcomes will be a comprehensive improvement of ecosystems along the delta of Ile river and South Balkhash region, strengthening of Ile-Balkhash SNR and being created Ulytau State National Natural Park, developing the PAs network and tourism in Ulytau region, increasing the level of ecological awareness by population and outreaching all stakeholders, creating a basis for the joint ecosystems management within the project sites with benefits for biodiversity conservation and local communities.

The Project Component 3 is focusing on interaction with the public and local communities, which is a key to successful efforts for environmental and tourism development. There are the activities on improving the environmental culture and education, informing the population on caring attitude to nature and environment, joining to a sustainable and beneficial-to-nature way of life. As well, there is planned to execute a training module of extended environmental education for the schools in Balkash region.

<u>OBJECTIVE</u>: Development and enforcement of an extended environmental educational module in the schools of Balkash region with aim to enhance the knowledge of scholars about the biological diversity of flora and fauna, desert ecosystems of native region and importance of its conservation, as well to promote the environmental friendliness, and creative sustainable approach to solving the local environmental issues.

The curriculum of extended environmental educational module should be agreed and approved by the Education Department of Balkhash region of Almaty oblast and submitted for its testing and enforcement in the schools of Balkhash region.

Areas for execution and pilot schools:

Almaty oblast, Balkhash region, the schools of Balkhash region (at least 20 schools)

Pilot protected areas:

Ile-Balkash State Nature Reserve

SCOPE OF WORKS:

I. DEVELOPMENT and ENFORCEMENT OF AN EXTENDED ENVIRONMENTAL EDUCATIONAL MODULE.

It includes the following:

- 1. Development of the structure and content to extended environmental educational module. The Module should cover the topics reflecting the biodiversity studying and conservation:
 - Flora of Ile-Balkash region;
 - Fauna of Ile-Balkash region;
 - Desert and forest ecosystems of Ile-Balkash region.
- 2. Arranging and holding the negotiations/meetings with regional education department of Balkash region and school directors. Reaching an agreement on joint implementation of extended environmental educational module and defining an execution (detailed) plan of classroom hours. As the results of these meetings, there should be prepared and signed the minutes and plans of joint activities in Kazakh and Russian languages;
- 3. Carrying out the activities on extended environmental educational module for secondary school age in agreement with pilot school administration and with approval regional education departments. As the results, there must be an Order approved by the Education Department of Balkhash region;
- 4. Defining and design of format and style, the issue of all educational materials on extended environmental educational module. The recommended format of the module: lessons-presentations in Microsoft Power Point format with educational and methodological guide to each lesson or general one to all lessons;
 - 5. Learning materials for extended environmental education module should include the following:
- 1) Compilation, systematization and development of meaningful textual material reflecting the issues of studying and preserving the biodiversity of Ile-Balkash region: flora, fauna, ecosystems, protected areas, threats and environmental problems, etc. Collection of photo and video materials on biodiversity, plants, animals, and ecosystems of Ile-Balkash region from available sources: GPR "Ile-Balkash", UNDP project, etc.;
- 2) Based on compiled materials to develop a series of training digital lessons-presentations for the school students in Microsoft Power Point format with elements of animation, video, audio, infographics, graphic design according to structure and themes of the module. Lessons-presentations should be prepared in Kazakh and Russian languages. The number of lessons is determined at the stage of development, but not less than 20 academic hours.
- 3) Development of an educational-methodological manual (instructions) to lessons-presentations for school teachers, which includes a lesson plan (theory and practice, the number of recommended hours), basic terms and explanations of the topic, a substantive thematic part, control questions, etc. The manual may be developed for each lesson or may be general, reflecting the particularities of each thematic lesson. Methodical manual(s) should be prepared in Kazakh and Russian languages and issused in hard copy for the teachers.

Important: To consider the gender aspects in biodiversity conservation by developing the educational modules.

II. TESTING, CAPACITY BUILDING, MONITORING, EVALUATION AND REPLICATION OF RESULTS ON ENFORCEENT OF EXTENDED ENVIRONMENTAL EDUCATIONAL MODULE

- 1. Conducting 1 (one) educational training for teachers of natural sciences in the schools of Balkash region how to apply the extended environmental educational module, teaching methods, learning materials. For this training, the agenda and module with basic forms and methods should be developed. Number of training participants: 20 ppl.
- 2. Transfer of training materials (approved curriculum of additional education, digital lessons-presentations and learning manual) to regional education department and schools of Balkhash region on electronic media. The manual/s must be provided in hard copy, the number of copies is not less than 100 pieces. The transfer must be documented.
- 3. To replicate the results and experience learned: creation of sub-channel on UNDP Youtube channel, uploading with all electronic learning materials. Preparation of a list of interested legal entities and informing them (via distribution) about the created sub-channel with open access. Learning materials can be posted on UNDP Kazakhstan web-site.

4. Monitoring, evaluation, and analysis of the results for extended environmental educational module.

EXPECTED DELIVERABLES AND PAYMENT TERMS:

| Nº | Deliverable | Time frame | Coordination and approval | Payment % |
|----|---|--|---------------------------|--------------|
| 1. | Works schedule updated and agreed with UNDP. The structure and content of extended environmental educational module developed. Initial discussions held and the plans of joint execution of extended environmental educational module signed (executor, region, pilot schools, SNR). Interim progress report | Within 6 weeks after the Contract singing | Project Manager | 40 % |
| 2. | Learning materials on extended environmental educational module developed and issued in Kazakh and Russian: digital lessons-presentations for the school students, learning and methodic guide(s) for the schoolteachers (not less than 100 pcs). Interim progress report | Within 26 weeks after the Contract singing | Project Manager | 40 % |
| 3. | Trainings held for school teachers of pilot schools (not less than 20 ppl) Learning materials posted on UNDP web-site and Youtube channel Monitoring, assessment, and analysis of results on execution extended environmental educational module made Final progress report | Within 42 weeks after the Contract singing | Project Manager | 20 % |
| | | | | 100 % |

REPORTING REQUIREMENTS:

- 1) The interim and final reports to be submitted in Russian, in electronic Word format (for Windows files), used font: Times New Roman 1, 2 within the time as scheduled above
- 2) The reports are subject for approval by Project Manager and then used as a basis for making the related payments.
- 3) The narrative reports (interim and final) must be accompanied with supporting materials: photos, technical specifications, invoices for services rendered and any other supporting documents.

DURATION: Total duration is 12 months from the date of Contract singing (tentatively July 2022 - June 2023).

PAYMENT TERMS:

This contract sets a fixed price based on the achieved result, regardless of the extension of its specified period. Payment will be made in 3 installments after satisfactory completion of respective section of "the Scope of Works" under the Terms of Reference and authorization of results by UNDP Project Manager through a performance certificate.

RESPONSIBILITY AND COORDINATION:

- The Contractor should fully accept and agree with the ToR's requirements and the UNDP General Terms and Conditions for Contracts;
- The Contractor is fully responsible for the accuracy and validity of the information provided and for

the timely provision of results under the works performed and reports;

- During execution of the Contract, the Contractor is accountable to UNDP Biodiversity Project Manager;
- All actions related to works performance must be coordinated and agreed with the specified project staff;
- The Contractor submits the materials of works performed to the UNDP Project (addressed to the Project Manager) for comments and approval;
- The works must be performed with quality and in time, in accordance with the requirements of the ToR and Contract;
- In case of poor quality of works by the Contractor, UNDP reserves the right to terminate the Contract unilaterally;
- UNDP Project reserves the right to make changes to the Scope of Works (to increase or decrease) by no more than 25% of the total scope, not affecting the overall nature of the works and costs of services under the Contract;
- The Contractor transfers to UNDP all copyrights for developed learning and methodic materials. Upon completion of the works, UNDP will receive all direct and related copyrights for use of products that will be produced under the ToR.

IMPORTANT!!! COVID-19. The Contractor is committed to providing all necessary protective equipment for its employees and to comply with all WHO standards and recommendations of local authorities to carry out work during the epidemic. The service provider is responsible for ensuring that its employees 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, COVID-19 test (if necessary)) for the entire period of work on this assignment.

INTERACTION/COOPERATION:

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

- Education Department of Almaty oblast
- Education Department, administration and staff of pilot schools in Balkash region of Almaty oblast;
- Ile-Balkash SNR;
- NGO and other public communities of regional and oblast level.

TRAVEL SCHEDULE*:

To perform the Scope of Works under this Contract, there are scheduled the trips to Balkash region of Almaty oblast. The travel schedule is given in the Annex A to these Terms of Reference. The detailed work schedule and departure dates to be previously agreed with Project Manager. The 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 and activities may be limited. If quarantine measures and accompanying restrictions are declared, the workshops and trips may be postponed. In this case, the company must have all the necessary resources to conduct events online / remotely using digital technologies. If the situation described above occurs, the amount of allocated for organization of travel/events will be deducted from the Contract.

QUALIFICATION REQUIREMENTS FOR SUPPLIERS OF SERVICES:

A Service Supplier/Contractor can be an organization that meets the following requirements:

 Must have legal capacity to enter into agreements (certificate of registration/re-registration, constituent documents);

- 2. 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, audited financial statements for 2020-2021). If the company is exempted from the audit, then a confirmation certificate issued by the Contractor, profit and loss statement, balance sheets for 2020-2021;
- 3. Have 3 years of experience in implementation of environmental projects, environmental education projects, environmental awareness, in social and environmental research;
- 4. Have 3 years of experience in development of varied educational and methodological recommendations, methodological learning guides and other learning materials, incl. the environmental topics;
- 5. Provide a list of similar services performed over the past 3 years in the required field to confirm the experience as mentioned in the Clauses 3-4 above (name of the Customer, subject of services/works, year of performed services and the Customer's contact details);
- 6. Provide at least 3 recommendations from the previous customers for similar/analogous services;
- 7. Provide a works schedule (must include the team composition and the distribution of responsibilities, a description of methods and procedures to be applied during the works);
- 8. Availability of qualified personnel with the necessary work experience and qualifications according to the table below, with provision of a detailed CV, 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

Table. Requirements to the key staff, and qualifications of experts to be involved in implementation under these Terms of References:

| Nº | Team composition | Number of people | Estimated term of involvement , in months | Min. acceptable educational level and field of study | Qualification skills/experience |
|----|--|------------------------|--|---|---|
| 1. | Team Leader, Expert on environmental education | 1 | 12 | Higher education in the field of humanitarian and natural sciences (pedagogy, biology, etc.) | At least 5 years of work experience in developing environmental educational modules and teaching materials, implementing the environmental education and ecoeducation projects |
| 2. | Expert on biodiversity | 1 | 12 | Higher education in biology | At least 3 years of work experience in biodiversity studying and monitoring, drafting the recommendations for biodiversity conservation and sustainable use |
| 3. | Expert-trainer on implementation of eco-educational module | 1 | 6 | Higher education in the humanities (pedagogy) | At least 3 years of work experience in implementing the environmental education and eco-education projects, arranging and conducting the trainings for teachers, experience in developing the teaching modules, etc. Working knowledge of Kazakh (should be confirmed in the CV) |
| | Total: | 3 | | | · |

IMPORTANT: to provide services on development of digital format and style, style of lessons-presentations in Russian and Kazakh, including the services on design, layout and printing of methodological manual (in Russian and Kazakh) it is possible to engage a separate company (as sub-contractor). The costs of above services should be provided for and included in the financial proposal.

RECCOMENDATIONS FOR OFFERS SUBMISSION:

- 1) A duly completed Bid Submission, the UNDP template (Annexes 2A and 2B) must be used;
- 2) The financial proposal (Annex 2B) must include the full set contract amount, including all indirect and direct costs (including VAT and/or other applicable taxes), as well as a template breakdown; the financial proposal must be password protected!
- Copies of the state registration/re-registration certificate and constituent documents;
- 4) Financial statements for last 2 years (2020-2021), including the Balance Sheet; Profit and Loss Statement;
- 5) Certificates of no debts against tax authorities for the last financial year;
- 6) VAT certificate (if applicable). If the Contractor is not a VAT payer, written confirmation to be provided;
- 7) Annex 2A should present the profile of the Contractor with detailed activity information confirming the following:
 - ✓ 3 years of experience in implementation of environmental projects, environmental educational projects, environmental awareness, in social and environmental research;
 - √ 3 years of experience in development of varied educational and methodological recommendations, methodological learning guides and other learning materials;
- 8) Annex 2A must include the methodology describing which approach will be used and how the task will be carried out, as well as a detailed work plan. The schedule should include the team composition and distribution of responsibilities, a brief description of methods and procedures to perform the works;
- 9) Provide a list of services rendered for last 3 (three) years in the required area (name of the Customer, subject of services/works, year of services and Customer's contact details;
- 10) At least 3 recommendations from the previous clients over the past 3 years for similar/analogue services;
- 11) Detailed CV, diplomas and certificates of the proposed key personnel, as well as written confirmation from each employee that they will be available for the entire validity of the Contract
- 12) Any other documentation of qualifications and experience as required under "QUALIFICATION REQUIREMENTS".

TECHNICAL EVALUATION CRITERIA

Highest Combined Score (based on the 70% technical proposal and 30% price proposal weight distribution) where the minimum passing score of technical proposal is 70% (490 points).

Step I: Preliminary evaluation (Pass/Fail). ONLY fully and timely submitted bids with all required documentation would be considered for the preliminary evaluation. The bids will be evaluated against ToR's qualification requirements required for the Service Provider.

Step II: Technical Evaluation with maximum 700 points, including:

- Expertise of the Firm (35%);
- Proposed Methodology and Work Plan (35%);
- Qualification of Key Personnel (30%)

Applications that will accumulate at least 490 points of the maximum 700 points during the technical evaluation process will be qualified for financial evaluation.

Step III: Financial Evaluation with 300 points maximum.

| | Summary of Technical Proposal | Weight, % | Max points | |
|-------|---|-----------|------------|--|
| 1. | Expertise of the Firm | 35% | 245 | |
| 2. | Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan | 35% | 245 | |
| 3. | 3. Management Structure and Qualification of Key Personnel | | | |
| Total | | | | |

| | 1. EXPERTISE OF THE FIRM | |
|-----|---|-----------------------|
| 1.1 | At least 3 years of experience in environmental projects, environmental educational projects, environmental awareness, in socio-environmental researches: 3 years of experience – 87,5 points; + 12,5 points for each additional year; maximum - 125 points | 125 |
| 1.2 | At least 3 years of experience in development of various educational and methodological recommendations, methodological learning guides and other learning materials: 3 years of experience - 84 points; + 12 points for each additional year; maximum - 120 points | 120 |
| | | |
| 2. | Total for Expertise of the Firm METHODOLOGY, ITS APPROPRIATENESS TO THE CONDITION AND TIMELINESS OF THE IMPLEMENTATION. | |
| | Total for Expertise of the Firm METHODOLOGY, ITS APPROPRIATENESS TO THE CONDITION AND TIMELINESS OF THE IMPLEMENTATION Understanding of the essence, methodology and expected results of the project is consistent with the Terms of Reference and reflected in the proposal: | N PLAN |
| | METHODOLOGY, ITS APPROPRIATENESS TO THE CONDITION AND TIMELINESS OF THE IMPLEMENTATION Understanding of the essence, methodology and expected results of the project is consistent with the Terms of Reference and reflected in the proposal: availability of the work methodology and adequacy to the ToR implementation requirements - 105 points; | N PLAN |
| | METHODOLOGY, ITS APPROPRIATENESS TO THE CONDITION AND TIMELINESS OF THE IMPLEMENTATION Understanding of the essence, methodology and expected results of the project is consistent with the Terms of Reference and reflected in the proposal: availability of the work methodology and adequacy to the ToR implementation requirements - 105 | 245 ON PLAN 150 |
| 2.1 | METHODOLOGY, ITS APPROPRIATENESS TO THE CONDITION AND TIMELINESS OF THE IMPLEMENTATION Understanding of the essence, methodology and expected results of the project is consistent with the Terms of Reference and reflected in the proposal: availability of the work methodology and adequacy to the ToR implementation requirements - 105 points; proposed work methodology distinctly shows the algorithm of achieving results (does not duplicate the ToR), detailed and justified approaches for performing the work, considering the specifics of the | N PLAN |

| Team leader, Expert on environmental education (1 position) 80 | | 3. MANAGEMENT STRUCTURE AND QUALIFICATION OF KEY PERSONNEL | |
|---|-----|--|-----|
| Bachelor's degree - 21 points; Master's degree or 5 years of post-secondary education before 1999 - 25,5 points; PHD or higher qualification - 30 points At least 5 years of work experience in developing environmental educational modules and teaching materials, implementing the environmental education and eco-education projects: 5 years of experience - 35 points, +5 points for each additional year of experience; maximum - 50 points Beco-Education Expert (1 position) Higher education in biology Bachelor's degree - 21 points; Master's degree or 5-year college degree prior to 1999 – 25,5 points; PHD or higher qualification - 30 points At least 3 years of work experience in biodiversity studying and monitoring, drafting the recommendations for biodiversity conservation and sustainable use - 3 years of experience - 35 points; +5 points for each additional year; 50 points maximum Expert-trainer on implementation of eco-educational module (1 position) Higher education in the humanities (pedagogy) Bachelor's degree - 14 points; Master's degree or 5 years of post-secondary education before 1999 - 17 points; PHD or higher qualification - 20 points At least 3 years of work experience in implementing the environmental education and eco-education projects, arranging and conducting the trainings for teachers, experience in developing the teaching modules, etc. 3 years of experience - 14 points; +2 points for each additional year of experience; maximum - 20 points The level of proficiency - Kazakh language: Working knowledge - 7 points Excellent knowledge (native language 10 points | 3.1 | Team leader, Expert on environmental education (1 position) | 80 |
| At least 5 years of work experience in developing environmental educational modules and teaching materials, implementing the environmental education and eco-education projects: 5 years of experience - 35 points, +5 points for each additional year of experience; maximum - 50 points 3.3 | | Bachelor's degree - 21 points; Master's degree or 5 years of post-secondary education before 1999 - 25,5 points; | 30 |
| Higher education in biology Bachelor's degree - 21 points; Master's degree or 5-year college degree prior to 1999 – 25,5 points; PHD or higher qualification - 30 points At least 3 years of work experience in biodiversity studying and monitoring, drafting the recommendations for biodiversity conservation and sustainable use - 3 years of experience - 35 points; +5 points for each additional year; 50 points maximum Expert-trainer on implementation of eco-educational module (1 position) Higher education in the humanities (pedagogy) Bachelor's degree - 14 points; Master's degree or 5 years of post-secondary education before 1999 - 17 points; PHD or higher qualification - 20 points At least 3 years of work experience in implementing the environmental education and eco-education projects, arranging and conducting the trainings for teachers, experience in developing the teaching modules, etc. 3 years of experience - 14 points; +2 points for each additional year of experience; maximum - 20 points The level of proficiency - Kazakh language: Working knowledge - 7 points Excellent knowledge (native language 10 points | | At least 5 years of work experience in developing environmental educational modules and teaching materials, implementing the environmental education and eco-education projects: 5 years of experience - 35 points, +5 points for each additional year of experience; | 50 |
| Bachelor's degree - 21 points; Master's degree or 5-year college degree prior to 1999 – 25,5 points; PHD or higher qualification - 30 points At least 3 years of work experience in biodiversity studying and monitoring, drafting the recommendations for biodiversity conservation and sustainable use - 3 years of experience - 35 points; +5 points for each additional year; 50 points maximum Expert-trainer on implementation of eco-educational module (1 position) Higher education in the humanities (pedagogy) Bachelor's degree - 14 points; Master's degree or 5 years of post-secondary education before 1999 - 17 points; PHD or higher qualification - 20 points At least 3 years of work experience in implementing the environmental education and eco-education projects, arranging and conducting the trainings for teachers, experience in developing the teaching modules, etc. 3 years of experience - 14 points; +2 points for each additional year of experience; maximum - 20 points The level of proficiency - Kazakh language: Working knowledge - 7 points Excellent knowledge (native language 10 points | 3.3 | Eco-Education Expert (1 position) | 80 |
| recommendations for biodiversity conservation and sustainable use - 3 years of experience - 35 points; +5 points for each additional year; 50 points maximum Expert-trainer on implementation of eco-educational module (1 position) Higher education in the humanities (pedagogy) Bachelor's degree - 14 points; Master's degree or 5 years of post-secondary education before 1999 - 17 points; PHD or higher qualification - 20 points At least 3 years of work experience in implementing the environmental education and eco-education projects, arranging and conducting the trainings for teachers, experience in developing the teaching modules, etc. 3 years of experience - 14 points; +2 points for each additional year of experience; maximum - 20 points The level of proficiency - Kazakh language: Working knowledge - 7 points Excellent knowledge (native language 10 points | | Bachelor's degree - 21 points; Master's degree or 5-year college degree prior to 1999 – 25,5 points; | 30 |
| Higher education in the humanities (pedagogy) Bachelor's degree - 14 points; Master's degree or 5 years of post-secondary education before 1999 - 17 points; PHD or higher qualification - 20 points At least 3 years of work experience in implementing the environmental education and eco-education projects, arranging and conducting the trainings for teachers, experience in developing the teaching modules, etc. 3 years of experience - 14 points; +2 points for each additional year of experience; maximum - 20 points The level of proficiency - Kazakh language: Working knowledge - 7 points Excellent knowledge (native language 10 points | | recommendations for biodiversity conservation and sustainable use - 3 years of experience - 35 points; +5 points for each additional year; | 50 |
| Higher education in the humanities (pedagogy) Bachelor's degree - 14 points; Master's degree or 5 years of post-secondary education before 1999 - 17 points; PHD or higher qualification - 20 points At least 3 years of work experience in implementing the environmental education and eco-education projects, arranging and conducting the trainings for teachers, experience in developing the teaching modules, etc. 3 years of experience - 14 points; +2 points for each additional year of experience; maximum - 20 points The level of proficiency - Kazakh language: Working knowledge - 7 points Excellent knowledge (native language 10 points | | Expert-trainer on implementation of eco-educational module (1 position) | 50 |
| At least 3 years of work experience in implementing the environmental education and eco-education projects, arranging and conducting the trainings for teachers, experience in developing the teaching modules, etc. 3 years of experience - 14 points; +2 points for each additional year of experience; maximum - 20 points The level of proficiency - Kazakh language: Working knowledge - 7 points Excellent knowledge (native language 10 points | | Higher education in the humanities (pedagogy) Bachelor's degree - 14 points; Master's degree or 5 years of post-secondary education before 1999 - 17 points; | |
| The level of proficiency - Kazakh language: Working knowledge - 7 points Excellent knowledge (native language 10 points | | At least 3 years of work experience in implementing the environmental education and eco-education projects, arranging and conducting the trainings for teachers, experience in developing the teaching modules, etc. 3 years of experience - 14 points; +2 points for each additional year of experience; | 20 |
| | | The level of proficiency - Kazakh language: Working knowledge - 7 points | 10 |
| | | Total for Management Structure and Qualification of Key Personnel | 210 |

ANNEX A

Travel schedule to Balkash region of Almaty oblast in 2022-2023*

| Regions | Number of days | Reason |
|------------------------|---------------------------------|---|
| | | |
| Balkash region (2 ppl) | 3 days summer of 2022 | Agreement and approval of the extended environmental educational module |
| Balkash region (2 ppl) | 3 days autumn-winter of 2022 | Conducting 1 training for teachers of natural sciences in Balkhash region how to apply the extended environmental educational module and teaching materials |
| Balkash region (2 ppl) | 2 days spring of 2023 | Monitoring the project results. Summarizing the results in enforcement of extended environmental educational module |
| Total: | 8 days | |

*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 and activities may be limited.

In this case, the company must have all the necessary resources to conduct events online / remotely using digital technologies. In case if quarantine measures and related restrictions are announced, seminars and trips will be postponed. If the situation described above occurs, the amount of the offer allocated for the organization of travel / events will be deducted from the contract. Special security requirements: The service provider is required to ensure that its staff has all necessary personal protection related to the COVID-19 in accordance with the current recommendations of WHO and local authorities (masks, gloves, sanitizers, passing the COVID-19 test (if necessary), for the duration of the contract