



REQUEST FOR PROPOSALS

**Provision of Events Management Services on Long Term Agreement Basis
UNDP, UNFPA, WHO, UNHCR, UNICEF
Belarus**



**United Nations Development Programme
May 2015**

Section 1. Letter of Invitation

Minsk, Belarus
05 May 2015

RFP for Provision of Events Management Services on Long Term Agreement Basis

Dear Sir/Madam,

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Form for Advanced Payment Guarantee
- Section 9 – Template for Contract, including General Terms and Conditions
- Annex 1 – Price Schedule (Pricelist and Financial Proposal Forms according to the Excel file)

Your offer, comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 2.

The deadline for proposals submission is 17:00 (Belarus time), May 29th, 2015.

You are kindly requested to submit an acknowledgment letter to UNDP to the following address:

United Nations Development Programme
tenders.by@undp.org
Attention: Ms. Yuliya Vaskova
Ref: RFP/UNDP/425/2015

The letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

A pre-proposal conference will be held on 07 May, 2015 at 15.00 (Belarus time) at the following address: UNDP CO Conference room, 6th floor, 17 Kirova str., Minsk 220050, Republic of Belarus.

Authorized representatives of the bidders are invited to participate in the conference.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

Ekaterina Paniklova

UNDP Deputy Resident Representative

Section 2: Instruction to Proposers

Definitions

- a) *“Contract”* refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) *“Country”* refers to the country indicated in the Data Sheet.
- c) *“Data Sheet”* refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) *“Day”* refers to calendar day.
- e) *“Government”* refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) *“Instructions to Proposers”* (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) *“LOI”* (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) *“Material Deviation”* refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and : (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) *“Proposal”* refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) *“Proposer”* refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) *“RFP”* refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) *“Services”* refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) *“Supplemental Information to the RFP”* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before

the deadline for the submission of Proposals.

- n) “*Terms of Reference*” (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or

- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following :
- 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
 - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All proposers are therefore required to submit the following in their proposals :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
 - b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.
- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the

personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following :

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

- 23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer’s name and address, as well as a warning that state “*not to be opened before the time and date for proposal opening*” as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP’s deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals.

Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the

Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

29. Evaluation of Proposals

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

$$\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$

Rating the Financial Proposal (FP):

$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

Total Combined Score:

$$\begin{aligned} & (\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) \\ & + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%}) \\ & \text{Total Combined and Final Rating of the Proposal} \end{aligned}$$

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

31. Responsiveness of Proposal

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for details)

34. Award Criteria

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary 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.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:
<http://www.undp.org/procurement/protest.shtml>

Instructions to Proposers

DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No. ¹	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	UN agencies in Belarus, namely UNDP, UNFPA, WHO, UNHCR, UNICEF
2		Title of Services/Work:	Provision of Events Management Services on Long Term Agreement Basis
3		Country / Region of Work Location:	Belarus
4	C.13	Language of the Proposal:	✓ English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	✓ Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	✓ Shall not be considered
7	C.22	A pre-proposal conference will be held on:	<p>Time: 15:00 (Belarus time) Date: 07.05.2015 (Thursday) Venue: UNDP CO Conference room, Kirova str. 17, 6th floor, Minsk, Belarus</p> <p>The UNDP focal point for the arrangement is: Yuliya Vaskova Telephone: +375 17 210 48 64 E-mail: yuliya.vaskova@undp.org</p>

¹ All DS number entries in the Data Sheet are cited as reference in the Instructions to Proposers.

8	C.21	Period of Proposal Validity commencing on the submission date	✓ 120 days
9	B.9.5 C.15.4 b)	Proposal Security	✓ Not Required
10	B.9.5	Acceptable forms of Proposal Security	✓ N/A
11	B.9.5 C.15.4 a)	Validity of Proposal Security	✓ N/A
12		Advanced Payment upon signing of contract	✓ Allowed up to a maximum of 20 % of order amount (agreed event amount) ²
13		Liquidated Damages	✓ Will not be imposed
14	F.37	Performance Security	✓ Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<p>✓ United States Dollars (US\$)</p> <p>✓ Local Currency – <i>Belarusian Rubles</i></p> <p><i>Reference date for determining UN Operational Exchange Rate : 29.05.2015.</i></p> <p>During the financial evaluation stage, the UN Agency will convert the amount of financial proposals in various currencies to US dollars at the official UN exchange rate on the last day for submission of proposals.</p>
16	B.10.1	Deadline for submitting requests for clarifications/ questions	10 days before the submission deadline date.
17	B.10.1	Contact Details for submitting clarifications/questions ³	<p>Focal Person in UNDP: Yuliya Vaskova</p> <p>Address: <u>Kirova str. 17, 6th floor, 220050 Minsk, Belarus</u></p>

² If the advanced payment that the Bidder will submit will exceed 20% of the Price Offer, or will exceed the amount of USD 30,000, the Bidder must submit an Advanced Payment Security in the same amount as the advanced payment, using the form and contents of the document in Section 10

³ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or

			E-mail address dedicated for this purpose: tenders.by@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	✓ Direct communication to prospective Proposers by email or fax, and Posting on the website: http://www.by.undp.org/content/belarus/en/home/operations/procurement/
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original : 1. Copies : 1
20	D.23.1 D.23.2 D.24	Proposal Submission Address	<p>The proposer shall seal the Proposal in one outer and two inner envelopes, as detailed below.</p> <p>The outer envelope shall be addressed to:</p> <p><i>UNDP, Kirova str. 17, 6th Floor Minsk 220050, Republic of Belarus marked with RFP No. : RFP/UNDP/425/2015 Subject: "Events Management Services"</i></p> <p>Both inner envelopes shall indicate the name and address of the proposer, and clearly marked:</p> <p>1st envelope: "Technical Proposal" and shall contain the documents with the information stipulated in DS No.26 and 27 below. The technical proposal shall not contain any pricing information.</p> <p>2nd envelope: "Financial Proposal" in a hard copy form and on a CD in excel format containing the Pricelist and Financial Proposal Forms with the information stipulated in Annex 1 (Excel file) to this RFP.</p> <p>If the two inner envelopes are not sealed and marked as per the instructions in this clause, UNDP will not assume responsibility for the proposal's misplacement or premature opening.</p>

address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

21	C.21 D.24	Deadline of Submission	Date and Time: 29.05.2015, 17:00 (Belarus time)
22	D.23.2	Allowable Manner of Submitting Proposals	✓ Courier/Hand Delivery
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	✓ N/A
24	D.23.1	Date, time and venue for opening of Proposals	Date and Time: 29.05.2015, 17:00 (Belarus time) Venue : UNDP, Belarus, Minsk, Kirova str. 17, 6th Floor, Conference room
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	✓ Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, whereas only proposal passing the minimum 70% threshold (700 out of 1000 points for technical score) will be considered for financial evaluation
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<p>✓ Proposal forms filled as per Sections 4 and 5 of this RFP including the following information to be indicated in item No.11 of Proposer Information Form (Section 5 of this RFP): all information regarding any past and current litigation during the last three (3) years, in which the proposer is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded;</p> <p>✓ Company Profile, which should not exceed fifteen (15) pages (should be indicated in Technical Proposal Form, Section 6, item 1.1 of this RFP);</p> <p>✓ Copy of the Proposer's State Certificate of Registration (please provide the copies of all certificates of registration, if the company was re-registered);</p> <p>✓ Copies of Environmental and/or Services Quality Compliance Certificates, Proposer's policies that refer to environment consideration issues and services quality control mechanism (if available);</p> <p>✓ Three letters of Recommendations from major companies and organizations (including letters from international customers if available);</p>

			<p>✓CVs for key personnel (Director/CEO, main and backup events managers) – please refer to Section 6, item 3.2 of this RFP;</p> <p>✓Copies of Balance Sheets and Income Statements for 2013 and 2014 years certified by management. Balance Sheet and Income Statement for 2014 shall be submitted together with the certified Auditors report, if available. In case of application of simplified tax accounting scheme by the company the financial information about its annual turnovers and profit\losses should be presented in other applicable forms certified by management.</p> <p>Note: annual turnovers in local currencies indicated in the Income Statements will be converted by the Evaluation Committee to US dollars at the average National Bank of Belarus exchange rate of the respective year for evaluation purposes;</p> <p>✓Sample stationery for events handouts as listed in DS No.27 below;</p> <p>✓Proposal forms as per Sections 6 and 7 of this RFP, including the following information to be indicated in Technical Proposal Form as per Section 6 of this RFP:</p> <ol style="list-style-type: none"> 1. List of the events organized within 3 years period – fill in the table in the item 1.2 of the Section 6 of this RFP, 2. List of major regular corporate clients (with whom contracts were concluded 2 and more times), including the following information – refer to the item 1.2 of the Section 6 of this RFP, 3. The full list of the proposer’s staff according to the table in the item 3.1 of the Section 6 of this RFP, 4. Proposed work approach as per requirements described in the items 2.1.-2.2 of the Section 6 of this RFP.
27		Other documents that may be Submitted to Establish Eligibility	<p>The Proposer is asked to submit together with its technical proposal samples of stationery that is offered in the Proposer’s pricelist (2.1-2.5 of the Annex 1), namely the following items:</p> <ul style="list-style-type: none"> - 1 ballpen with blue ink and a place for a logo application; - 1 notepad A5 (at least 40 pages); - 1 folder with elastic band or hooks, A4; -1 laminated name badge, 4+0 , participant’s name and

			<p>organization title printed on a plain paper, with textile badge necklace with safety release;</p> <p>- 1 item of a handled textile conference bag with logo (1+0 at least) –a picture of available bag could be submitted instead.</p> <p>Note: a brief description of stationery environment characteristics (if any) should be submitted together with the stationery. Stationery with environmentally friendly characteristics is highly desirable.</p>
28	C.15	Structure of the Technical Proposal (<i>only if different from the provision of Section 12</i>)	✓N/A
29	C.15.2	Latest Expected date for commencement of Contract	July 2015
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	1 year duration with availability of prolongation for the next 2 years upon satisfactory performance of services and 3 years of the maximum overall duration
31		UNDP will award the contract to:	✓ Two proposers, which will receive highest cumulative scores for technical and financial evaluation (combined scoring method). UN agency reserves the right to select either contractor to perform the services at anytime during the duration of the Long Term Agreement
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<p>The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and scoring system specified in the <u>table below</u> (DETAILED BREAKDOWN OF OBTAINABLE POINTS FOR TECHNICAL PROPOSAL). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score (700 points).</p> <p>In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. Two proposals with highest cumulative score for technical and financial</p>

			evaluation (first and second) will be selected for contract award. See 29.3 of the Section 2: Instruction to Proposers of this RFP for details on combined scoring method of evaluation
33	E.29.4	Post-Qualification Actions	<p>✓ Verification if average current ratio of total current assets to total current liabilities indicated in the Balance Sheets of the bidder for the years 2013 and 2014 is equal or more than 1. If average current ratio is less than 1; UNDP will verify financial capacity of the proposer and have the authority to seek references from concerned parties and banks on the bidder's financial standing. UNDP has the right to reject any bid if submitted by a contractor whom investigation leads to a result that he is not financially capable and/or had serious financial problems;</p> <p>✓ Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed</p>
34		Conditions for Determining Contract Effectivity	✓ countersigned contract
35		Other Information Related to the RFP	<p><i>Pre-bid conference protocol will be published at:</i> http://www.by.undp.org/content/belarus/en/home/operations/procurement/</p>

DETAILED BREAKDOWN OF OBTAINABLE POINTS FOR TECHNICAL PROPOSAL

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Professional Experience, Reputation, Strength of Events Management Company	58%	580
2.	Environment consideration, quality control mechanism, quality and environment characteristics of stationery and handouts	21%	210
3.	Qualification and Experience of Assigned Event Manager	21%	210
Total			1000

Criteria for technical evaluation	Points obtainable
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Part 1. Professional Experience, Reputation, Strength of Events Management Company (1+2), including:		580
1	Professional Experience and Reputation of Events Management Company (1.1 +1.2+1.3+1.4+1.5):	285
1.1	Number of years in organizing and managing various events (including conferences, workshops, team-building, festive events), including:	70
<i>- at least 3 years of company experience in organizing and managing various events</i>		<i>50</i>
<i>- for more than 3 years (4 points per every extra year but not more than 20 points)*</i>		<i>20</i>
1.2	Events management for international customers (organizations/large scale international companies/ multinational corporations or their representative offices) for the last 3 years, including:	70
<i>- at least 3 international customers for the last 3 years</i>		<i>50</i>
<i>- more than 3 International customers (5 points per every extra customer, but not more than 20 points)*</i>		<i>20</i>
1.3	Organizing large scale events for the last 3 years (100 participants and more), including:	60
<i>-3 events at least</i>		<i>45</i>
<i>-more than 3 events (5 points per every extra event but not more than 15 points)*</i>		<i>15</i>
1.4	Availability of regular customers (contracts are concluded with the same customer 2 and more times) including:	40
<i>- at least 5 regular clients</i>		<i>30</i>
<i>- more than 5 regular clients – 2 points per every extra client, but not more than 10 points*</i>		<i>10</i>
1.5	Reliability (references or letters of recommendations with positive feedbacks from the clients), including:	45
<i>- 3 recommendations from major companies and organizations</i>		<i>30</i>
<i>- recommendations from International Organization(s)/embassies/ multinational corporations (at least 1)*</i>		<i>15</i>

2.	Events Company Strength and Capacity (2.1+2.2+2.3):	295
2.1	Size of a company (number of employees), including:	100
	<i>-availability of at least 2 event managers</i>	<i>70</i>
	<i>-availability of more than 2 event managers (5 points per every additional event manager, but not more than 30 points)*</i>	<i>30</i>
2.2	Volume of sales (annual turnover), including:	75
	<i>-annual turnover in 2014 of at least USD 50,000.00</i>	<i>45</i>
	<i>-annual turnover in 2014 of more than USD 50,000.00 (3 points per every additional USD 10,000.00 of turnover but not more than 30 points)*</i>	<i>30</i>
2.3	Personnel Competence (Experience of the CEO (Director), event managers), including:	120
	<i>-at least 3 years of managerial experience for a Director/CEO</i>	<i>30</i>
	<i>-more than 3 years of managerial experience for a Director/CEO (3 points per extra year, but not more than 15 points)*</i>	<i>15</i>
	<i>-both event managers (main and backup) have at least 2 years of continuous experience in events management</i>	<i>60</i>
	<i>-both event managers (main and backup) have more than 2 years of continuous experience in events management (3 points per every additional year of both managers cumulative experience above minimum 4 years of both managers cumulative experience, but not more than 15 points)*</i>	<i>15</i>
Part 2. Environment consideration, quality control mechanism, quality and environment characteristics of stationery (based on the sample case study and evaluation of stationery samples), including (1+2+3):**		210
1	How well were environmental principles considered in the proposed work approach?	70
2	How well could the proposed quality control mechanism in the work approach ensure successful implementation of the event, how well were any risks identified and whether any risk control mechanism was proposed?	70
3	Quality and environment characteristics of the proposed stationery (on the ground of samples evaluation), availability of printing of eco paper	70

Part 3. Qualification and Experience of Assigned Event Manager, including (1+2+3)		210
1	Qualification, Education, including:	70
	<i>- both events managers (main and backup) have completed high education</i>	<i>50</i>
	<i>- any of events managers (main and backup) has any other additional certificate(s) related to event management fields (5 points per additional degree/certificate, but not more than 20 points)*</i>	<i>20</i>
2	Interview and written test (evaluation of professional skills will be conducted based on written tests and replies during the interview)**	140
	<i>-English language knowledge</i>	<i>40</i>
	<i>-Professional skills</i>	<i>50</i>
	<i>-Client orientation</i>	<i>50</i>

* additional score that may be given to the proposal in case of satisfying this criteria

****Applied scoring system for evaluation of criteria set in the Part 2 and Part 3, point 2 of the table for DETAILED BREAKDOWN OF OBTAINABLE POINTS FOR TECHNICAL PROPOSAL:**

Degree of compliance	Supporting Evidence / Quality of Samples*	Scoring scale (% from maximum available score for the given sub-criteria)
Excellent	Excellent evidence of ability to exceed TOR requirements	100%
Good	Good evidence of ability to exceed TOR requirements	80%
Satisfactory	Satisfactory evidence of ability to support TOR requirements	60%
Poor	Marginally acceptable or weak evidence of ability to comply with TOR requirements	40%
Very poor	Lack of evidence to demonstrate ability to comply with TOR requirements	10%
No submission	Information /samples has/have not been submitted or is/are unacceptable	0%

Section 3: Terms of Reference (TOR)

Events Management Services

A. Background

The following UN agencies in Belarus - **UNDP, UNFPA, WHO, UNHCR, UNICEF** (further referred to as “UN Agencies”) - regularly organize conferences, workshops, seminars and meetings (“events”) in respect of their programme implementation on the territory of the Republic of Belarus. To achieve cost efficiency from economies of scale while ensuring outstanding quality of services, it was agreed by UN agencies in Belarus to consolidate all events management requirements and enter into common contracts with qualified companies.

UNDP will take a lead on tendering and on behalf of other UN agencies in Belarus desires to conclude Long Term Agreements (LTAs) for a maximum period of three (3) years for events management services with specialized companies. The successful companies shall be contracted for an initial period of one year, and the contract shall be renewable upon satisfactory evaluation of performance. UNDP will select **two qualified contractors** based on the results of competitive process. An estimated turnover on event related services within three (3) years would be around USD 145,000.00 for events management. The LTAs shall not guarantee an estimate volume of sales on the part of UN agencies in Belarus. Each of UN agencies will contact the service providers separately regarding their requirements for the individual events covered by this TOR.

The contractor shall upon, request and receipt of duly authorized instructions (events order form) from the respective UN Agencies, facilitate the organization and make all necessary arrangements in organizing events nationwide. Specifically, the contractor shall do some or all of the following activities (please note that in each specific request the UN agency will not always order the whole set of services):

- Distribute invitations, receive participants confirmation;
- Source subcontractors and agree terms for a suitable venue, meals, coffee-breaks during the events, hotel accommodation, transportation for participants when needed;
- Renting of equipment necessary for events conduction;
- Arrange of events space: pre-event venue visit to ensure that all the requirements of UN agency to the event venue, equipment and meals are met;
- Provide dedicated events manager services related to necessity to elaborate event scenario with the UN agency, participation in the meetings/discussions at the UN agency premises, site visits required by the UN agency;
- Provide staffing of event reception/registration desk;
- Provide events stationery and printing handouts for participants;

- Provide administrative and technical support during events;
- Provide photo and video services, audio documentation and speeches transcription.

More detailed Scope of Services is provided in the Section B below.

B. Scope of Services

The LTA will list unit prices for essential activities/ items proposed by the contractor during the tender. The contractor will be requested to provide quotation for a specific event using the initially agreed unit prices and completed events order form. Below is a statement of the main items in the scope of services requested by UN Agencies.

B.1 Events Management:

1. Identify and agree terms with subcontractors in a timely manner to provide services on conference room rent, participants' accommodation (initiating and confirming reservations, communicating the reservation status with the respective UN Agencies' guests), catering services, participants' transportation, event facilitation, animation services and other services specified in the events order form. The contractor should negotiate to the maximum extent possible discount rates for hotel accommodations or other subcontractors' services on a nationwide basis.

The contractor is requested to liaise with UN agencies LTA holders first that could provide relevant subcontractors services, such as LTAs with hotels in Minsk for conference rooms rent, accommodation and meals, transportation companies, translators/interpreters, designers, etc. (the list of UN agencies effective LTA holders will be provided to the contractor). The contractor has to ensure that UN agencies LTA holders comply with the UN agencies rates/discounts for services to be subcontracted. When applicable the contractor should negotiate additional group discounts with hotels.

The contractor must comply with the following UN agencies requirements on subcontractors' involvement that has no effective LTAs with UN agency and whose price is not included into this LTA pricelist:

- a) the amount of services per 1 subcontractor must not exceed USD 5,000.00 per event;
- b) the contractor has to collect and submit for respective UN Agency approval three competitive offers for a subcontractor's services upon UN agency request.

Subcontractors' services and relevant costs shall be agreed with UN agency by certifying the events order form by both parties before the event starts.

2. Implement pre-event venue visit to ensure that all the requirements of UN agency to the event venue, equipment and meals are met.

The contractor has to ensure that the recommended place has a good security system, the venue is clean and well prepared, all meeting room (main room and Break out rooms) are arranged according to specifications (events order form) and ready for the meetings as required (as per specified meetings' schedule).

3. Provide dedicated events manager services related to necessity to elaborate event scenario with the UN agency, participation in the meetings/discussions at the UN agency premises, site visits required by the UN agency.

Dedicated event manager shall be available for respective UN agency request processing during Monday – Friday between 9.00 am and 6.00 pm.

Remuneration of dedicated events manager's services shall be made on the basis of actual hours worked certified by the timesheet signed by the contractor and UN agency.

4. Distribute invitations among participants, receive participants confirmations (via e-mail/mail/calls) to ensure minimum attendance of the participants as well as arrange and manage registration of participants on the event. These include: (a) design and print invitation and registration forms, (b) sending out the invitations, (c) communication with participants regarding their participation and requirements, and (d) creation of participants list (with their institution and contact number) as well as (e) monitoring of and reporting on actual attendance at the event.
5. Provide administrative services (e.g. copying, printing, stand by at the secretariat room, services on ensuring smooth run of all the event activities, agree additional services with subcontractors on place upon UN agency request, distribution of handouts and travel costs compensation to the participants) as well as technical support (equipment adjustment on site, such as screen, LCD, pointers, microphone, wifi internet access, (except technician services for simultaneous translation equipment adjustment) throughout the event period to ensure that all requirements are provided and arranged in timely manner and as required.

Ensure that meeting packages (lunch, coffee breaks, and dinner) are provided and arranged in timely manner and as required. Ensure that mineral and still water for the participants is provided.

6. Ensure and arrange photo and video recording, as well as dictaphone recording of the whole event with arrangement of the transcript in Russian and/or English. The deadline for submission of the final product (photo, video, Dictaphone recording as well as the transcript) shall be agreed with the UN agency in writing before the event.

B.2 Events Stationery:

The contractor should be able to prepare stationery for the events participants (ballpen with blue ink, A5 notepad, A4 folder, handled textile bag). The stationery should have a space for the logo application and the contractor should be able to place UN agency logo on stationery if requested.

It is highly desirable that stationery has environmentally friendly characteristics: availability of eco labels, stationery made of recycled or degradable materials.

B.3 Printing of Handouts:

The contractor should be able to print handouts (full colored or black and white) on environmentally friendly paper (FCF/TCF, FSC or recycled). UN agency may request the contractor to implement printing of small volumes only (maximum 1000 sheets of A4 format per 1 event), including binding of the printed materials on staple or spring.

B.4 Equipment Rent:

The contractor should provide the required equipment for the event, including its installation and ensuring its functionality during the event. The following equipment should be available for UN agencies events upon request: simultaneous interpreting system and additional electronic and audio-visual equipment as specified in the pricelist.

C. Placement of Orders and Reporting

1. UN Agency will place an order to the contractor through forwarding the completed Events order form (the template is attached) to the contractor's dedicated event manager at least 30 days prior to the planned event commencement date. The contractor should make preliminary calculation of the event's costs applying pricelist rates to be attached to the LTA within 5 working days and send the Events order form with the event preliminary cost to the UN Agency for acceptance. The completed Events order form signed by both parties will serve as the confirmation of order acceptance and preliminary event costs approval by both parties.

2. The contractor shall provide the respective UN Agencies with a detailed Certificate for Services Completed for each Event within ten (10) days of the completion of the Event. The Certificate for Services Completed should have the detailed calculation of the contractor's fee on the ground of the LTA pricelist and list all the costs subcontracted (the copies of the invoices from subcontractors should be attached).

3. The Contractor(s) shall provide UN Agencies with Yearly Reports summarizing the activities performed for the UN Agencies during the year including: quantity and size of events (event duration, quantity of participants) per each UN Agency, costs of the events per each Agency, improvement undertaken by the Contractor(s) in order to perform better services for the UN Agencies.

D. Environmental Policy and Service Standards

1. UN agencies strongly support the use of green meeting principles and expect meetings and conferences will be staged using as many environmentally preferable measures as possible.

Environmentally preferable means products or services that have a lesser or reduced effect on the environment when compared with competing products or services that serve the same purpose. Thereby the contractor is requested to establish commitment to sustainability and green purchasing and service practices and apply green procurement principles (use of eco-labeled or recyclable products, use products certified as Fair Trade for participants meals, choose energy efficient and resources saving solutions, etc.) when communicating UN agencies needs in events services to the subcontractors.

2. The contractor shall provide polite, responsive and efficient service at all times to fulfill the respective UN Agencies' requirements. As a service objective, telephone calls and emails should be answered promptly.
3. The contractor shall not favor any particular service provider when making reservations. The contractor shall maintain excellent relations with all subcontractors for the benefit of UN Agencies.
4. The contractor will be assessed for the performance of its services and deliver its products in accordance with prescribed minimum performance standards set by the UN Agencies described in Clause K below.
5. The contractor shall provide the following service hours: Monday – Friday between 9.00 am and 6.00 pm and during event arrangement.
6. The contractor shall acknowledge immediately any complaints and disputes which arise and resolve them within ten (10) days.

E. Quality Control for the Services

1. The contractor shall monitor the quality of the services provided to UN Agencies on a regular and continual basis. These procedures shall include a self-inspection system covering all the services to be performed in the contract, and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service furnished to the respective UN Agencies. UN Agencies shall be notified of any deficiencies found and corrective action taken.
2. UN Agencies reserve the right to conduct their own quality control surveys to ensure the adequacy of the services and to compare unit rates for services with existing in the market.

3. The contractor warrants that the personnel assigned to handle UN Agencies arrangements shall have a strong event management and hotel reservation skills and experience and shall constantly be trained to be kept up to date.

F. Requirements to the Contractor:

1. Proven experience in organizing and managing various events (including conferences, workshops, team-building, festive events) during at least 3 years.
2. Proven experience in organizing events for international customers (at least 3 international customers for the last 3 years).
3. Experience in holding at least 3 large scale events for the last 3 years (with 100 participants and more).
4. Availability of at least 5 regular clients (with repetitive contracts – 2 and more times).
5. Availability of at least 3 recommendations from major companies and organizations.
6. Financially stability which is evidenced by the healthy Balance Sheets and Profit and Loss Statements, or other relevant financial statement (in case if Contractor applies simplified accounting practices).
7. The contractor shall assign dedicated event managers (main and backup) to oversee the services provided to the UN Agencies and to ensure full compliance of the services with the UN agencies requirements. The minimum qualifications for managers are: high education, minimum 3 years of experience in events management services, fluent Russian language, at least upper-intermediate English language level.
8. The contractor's CEO/Director has at least 3 years of managerial experience.

H. Payment Terms

While LTA will serve as a legal umbrella for the contractual relationship, every order for a particular event will be placed through a separate Events order form with the following payment mode:

first Payment: 20% of the event preliminary amount stated in the Events order form or USD 30,000, whichever is less - payment upon Events order form signing by both parties;

final Payment: 80% of payment upon signature of the Certificate for Services Completed.

Note: In case of large scale long duration events the additional interim payment can be agreed with UN agency upon achieving of specific milestones.

K. Performance Standards and Service Level Guarantees

The contractor shall perform its services and deliver its products in accordance with the herein prescribed minimum performance standards set by the UN agencies:

PRODUCT/ SERVICE	PERFORMANCE ATTRIBUTE	DEFINITION	STANDARD/ SERVICE LEVEL
1. Conferences and Meetings including catering	Accuracy	Ability to perform task completely and without error	Zero-Error conferences arrangements
	Timeliness of Delivery	Ability to deliver product or service on or before promised date	Meeting hall and catering confirmation is made at the latest one (1) week before the event takes place
2. Provide additional support services such as interpreters, audio visual equipment, workshop materials and others as required	Timeliness of Delivery	Ability to deliver service promptly	Confirmation on the delivery of the service on the date of the event is received at the latest one (1) week before the event
	Quality	Ability to deliver excellent product or service	Product or service is delivered with minimum 95% of the required quality
3. Administrative and Technical Assistance Services	Speed and Efficiency	Ability to deliver product or service promptly and with the minimum use of resources	Required services are delivered within the deadline
	Accuracy	Ability to perform task completely and without error	Zero-Error on administrative and technical assistance services
	Quality	Ability to deliver excellent product or service	Product or service is delivered with minimum 95% of the required quality
4. Photo and Audio/Video documentation	Timeliness of Delivery	Ability to deliver service promptly	Confirmation on the delivery of the service on the date of the event is received at the latest one (1) week before the event
	Quality	Ability to deliver excellent product or service	Services are delivered with minimum 95% of required quality
5. Distribute invitations	Accuracy	Ability to perform task completely and without error	Zero-Error on distribution and no delays and at least 90% confirmed RSVPs attend the event
	Speed and Efficiency	Ability to deliver product or service promptly and with the minimum use of resources	Invitations are sent within one (1) day upon finalization of invitation letter and confirmed at the latest forty-eight (48) hours before the event

6. Vehicle Rental/ Meet and Greet	Timeliness of Delivery	Provide transport to travellers from/to UN Agencies, hotels or residences to/from airport or other destinations as required	Within forty-eight (48) hours before departure or arrival, the contractor shall have the vehicle rental/meet and greet assistance arranged
7. Accommodation	Accuracy	Ability to perform task completely and without error	Zero-Error accommodation arrangements
	Timelines of Delivery	Ability to deliver product or service on or before promised date	Accommodation confirmation is made at the latest one (1) week before the event take place
8. Reporting	Management Information	Information is captured for all the services provided.	Provide complete Activity Report and Yearly Reports
	Timelines of Delivery	Ability to provide report on or before the promised date	Activity Report is delivered within one (1) week after the event Yearly Reports are delivered within two (2) weeks after the end of the respective month
9. Service Quality	Accessibility	Ability to access or approach Contractor	Response Time: Answer 80% of calls within 3rd ring. Hold Time: Maximum 20% of calls placed on hold Call Back Time: 90% of all call-back within 60 minutes Abandoned Calls: Maximum 5% lost calls during normal hours E-mail: available and response within the same day
	Speed and Efficiency	Ability to provide Face to Face Assistance with the minimum use of resources	Waiting Time for Assistance: Not more than five (5) minutes
10. Hours of Operation	Readiness to do Business	Sufficient manpower to commence business at the start of office hours	Service hours: Monday – Friday between 9.00 am and 6.00 pm. And during event arrangement
11. Complaint and Disputes	Acknowledgment	Provide written acknowledgement	Written acknowledgement provided within 24 hours.
	Problem Solving	Ability to resolve complaints	Within ten (10) days disputes and misunderstanding are resolved
12. Quality Control	Accuracy	Ability to provide service without error	Log maintained to compare error rate with total transactions

	Speed and Efficiency	Ability to deliver service promptly and with the minimum use of resources	Inadequate quality of service is mended within forty-eight (48) hours
13. Provide staffing and support of all associated conference workshops	Competence	Minimum experience	a. Dedicated event managers have a high education, minimum 3 years of experience in events management services, at least upper-intermediate English language level, fluency in Russian
14. Bills	Accuracy	Ability to generate billing statements without errors	Zero-Error or no discrepancy between invoices and attachments
	Clarity	Ability to generate bills that are transparent or easy to understand	Zero>Returns for clarification/ explanation
15. Quotation	Timeliness of Delivery	Ability to provide quotation on or before the promised date	Within one (1) week from time of request shall immediately submit quotation based on the activities requested
	Accuracy	Ability to prepare quotation without errors	Zero-Error or no discrepancy between quotation and agreed unit price stated in the LTA
	Fairness	Reasonable charges for services that do not have unit price in the LTA	At lower rates than or same rates as market standards

Section 4: Proposal Submission Form⁴

[insert: Location]

[insert: Date]

To: UNDP Procurement Unit

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for Events Management Services in accordance with your Request for Proposal (ref. RFP/UNDP/425/2015) dated 05.05.2015 and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for *[insert: period of validity as indicated in Data Sheet]*.

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

⁴ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details : _____

[please mark this letter with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form⁵

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: RFP/UNDP/425/2015

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		

⁵ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of:

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- ☐ If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

Joint Venture Partner Information Form (if Registered)⁶

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: RFP/UNDP/425/2015

Page _____ of _____ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		

⁶ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ Articles of Incorporation or Registration of firm named in 2.
- ☐ In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT

Events Management Services

Ref. RFP/UNDP/425/2015

Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.

Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement.

1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Indicate firm's overall experience in organizing and managing various events in years.

1.2. Track Record and Experiences: Provide the list of the events organized within 3 years period. The list should be represented by the various types of events (at least one per each category - 1) conference, 2) workshop, 2) team-building, 3) festive event), including events organized for international customers (up to 6 international customers could be indicated), large scale events with at least 100 participants (up to 7 such events could be indicated), start with the most recent events:

Event type (conference, workshop, team- building, festive event)	Client (title, head office country of residence)	Title of the event	Event dates	Participants quantity	Brief description of scope of works provided for the client	References Contact Details of the client (Name, Phone, Email)

1.3. Provide the list of regular clients that address your firm at least 2 times for the events management services, indicate the dates of contracts per each client (up to 10 clients could be indicated):

1. _____
2. _____
3. _____
-

1.4. Financial Capacity: Copies of Balance Sheets and Income Statements for 2013 and 2014 years certified by management. Balance Sheet and Income Statement for 2014 shall be submitted together with the certified Auditors report, if available. In case of application of simplified tax accounting scheme by the company the financial information about its annual turnovers and profit\losses should be presented in other applicable forms and certified by independent accountants/auditors certified by management.

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

This section should demonstrate the Proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.

Please answer two questions indicated below. The answers are expected to be as detailed as possible, give examples from your firm's experience, attach any certificates, plans, policies (if any) that may be owned by your firm to support the evidence of your reply. Your answer will be compared with the other offeror's answers and will be evaluated according to the criteria set in the Part 2 of the scoring table for technical evaluation (please refer to DETAILED BREAKDOWN OF OBTAINABLE POINTS FOR TECHNICAL PROPOSAL, section 2 of this RFP):

2.1 Do you consider environment impact of the event when provide events management services? How would you organize a workshop for UN agency applying green principles to lessen adverse environmental impact of the event?

2.2 Do you implement any quality control mechanism in provision of events management services? How would you ensure quality of UN agency events? Could you indicate any risks associated with events organization and how they be managed?

SECTION 3: PERSONNEL

3.1 Company's Structure: Give the full list of your company staff according to the table below:

Position title	Name	Brief description of duties in the company	Years of experience in events management

3.2 Qualifications of Key Personnel. Provide the CVs for key personnel (Director/CEO, main and backup events managers). CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills (indicate knowledge level of English, Russian):		
Educational and other Qualifications (indicate high education and list any additional educational certificates relevant to events management sphere):		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity (event)/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Declaration: I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.		

_____ Signature	_____ Date Signed

Section 7: Financial Proposal Form

The proposer is requested to fill in the pricelist form first and then financial proposal form applying unit rates indicated in the pricelist. Please refer to the **Excel file** (Annex 1 to this RFP) for the pricelist and financial proposal forms.

Please, note that the prices of the companies, non-residents of the Republic of Belarus shall not include VAT. In the price proposals of the companies, Residents of the Republic of Belarus, VAT, if included shall be clearly indicated in the price proposal. In such a case, VAT, if any, will be paid to the contractor and reimbursed to UNDP by the Ministry of Finances of the Republic of Belarus.

The hardcopy of the completed pricelist and financial proposal forms shall be submitted together with a CD containing files with pricelist /financial proposal in excel format **in an envelope separate from the rest of the RFP** as indicated in the Instruction to Proposers.

Please note, that no deletion or modification may be made in the pricelist and financial proposal forms. Any such deletion or modification may lead to the rejection of the Proposal.

Only the Financial Proposals of those Proposers who achieve the minimum technical score (700 out of 1000 available, as indicated in the Instruction to Proposers) will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. Two proposals with highest cumulative score for technical and financial evaluation (first and second) will be selected for contract award. See 29.3 of the Section 2: Instruction to Proposers of this RFP for details on combined scoring method of evaluation.

Section 8: Form for Advanced Payment Guarantee⁷

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)

_____ *[Bank's Name, and Address of Issuing Branch or Office]*
Beneficiary: _____ *[Name and Address of UNDP]*
Date: _____
ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that *[name of Company]* (hereinafter called "the Contractor") has entered into Contract No. *[reference number of the contract]* dated *[insert: date]* with you, for the provision of *[brief description of Services]* (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in words]* (*[amount in figures]*) is to be made against an advance payment guarantee.

At the request of the Contractor, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in words]* (*[amount in figures]*)⁸ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ___ day of _____, 2___,⁹ whichever is earlier.

⁷ This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.

⁸ The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.

⁹ Insert the expected expiration date. In the event of an extension of time for Completion of the Contract, the Contractor would need to request an extension of this Guarantee from the Guarantor Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Contractor might consider adding the following text to the form at the end of the penultimate paragraph: "The Guarantor Bank agrees to a one-time extension of this

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

Guarantee for a period not to exceed [six months] [one year], in response to the Contractor's written request for such extension, such request to be presented to the Guarantor Bank before the expiry of the Guarantee.

Section 9: Template for Contract

THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.

LONG TERM AGREEMENT FOR THE PROVISION OF SERVICES TO THE UNITED NATIONS DEVELOPMENT PROGRAMME.

ДОЛГОСРОЧНОЕ СОГЛАШЕНИЕ НА ОКАЗАНИЕ УСЛУГ ДЛЯ ПРОГРАММЫ РАЗВИТИЯ ООН

<p>Данное долгосрочное соглашение заключается между Программой Развития ООН,</p> <p>_____</p> <p>именуемое в дальнейшем «ПРООН» и _____,</p> <p>именуемое в дальнейшем «Подрядчик» _____.</p> <p>ПРИНИМАЯ ВО ВНИМАНИЕ, что ПРООН желает вступить в долгосрочное Соглашение на предоставление услуг Подрядчиком для ПРООН,</p> <p>_____;</p> <p>ПРИНИМАЯ ВО ВНИМАНИЕ, что в соответствии _____ с _____, было принято предложение Подрядчика;</p> <p>ТЕМ САМЫМ, ПРООН и Подрядчик, именуемые в дальнейшем «Стороны», пришли к соглашению о нижеследующем:</p>	<p>This Long Term Agreement is made between the United Nations Development Programme, a subsidiary organ of the United Nations, having its headquarters at 1 UN Plaza, New York, NY 10017 (hereinafter "UNDP") and _____ (hereinafter called "Contractor") with its headquarters at _____.</p> <p>WHEREAS, UNDP desires to enter into a Long Term Agreement for the provision of services by the Contractor to UNDP, pursuant to which UNDP country offices world-wide can conclude specific contractual arrangements with the Contractor, as provided herein;</p> <p>WHEREAS pursuant to the Request for Proposal[to complete] the offer of the Contractor was accepted;</p> <p>NOW, THEREFORE, UNDP and the Contractor (hereinafter jointly the "Parties") hereby agree as follows:</p> <p>Article 1: SCOPE OF WORK</p> <p>1. The Contractor shall provide the types of services and deliverables, which are listed in</p>
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<p>Статья 1. ПРЕДМЕТ СОГЛАШЕНИЯ</p> <p>1. Подрядчик предоставляет услуги согласно Приложению 1 к настоящему Соглашению ("Техническое задание")</p> <hr/> <p>2. Услуги должны предоставляться по ценам со скидкой, указанным в Приложении 3 («Прайслист»). Указанные цены должны действовать в течение ____ лет от даты вступления в силу данного Соглашения.</p> <p>3. ПРООН не может гарантировать, что в течение действия настоящего Соглашения будет запрашивать определенный объем услуг,</p> <hr/> <p>—</p> <p>Статья 2. ИЗМЕНЕНИЕ УСЛОВИЙ</p> <p>4. В случае любых технических изменений в пользу ПРООН и/или снижения цены за услуги в течение срока действия настоящего Соглашения, Подрядчик обязуется незамедлительно уведомить ПРООН. ПРООН оценит степень значимости подобных изменений и может попросить о внесении соответствующей поправки в настоящее Соглашение.</p> <p>Статья 3. ОТЧЕТЫ ИСПОЛНИТЕЛЯ</p> <p>5. Подрядчик будет предоставлять ПРООН отчеты о предоставленных услугах каждые пол ____ года,</p> <hr/> <p>Статья 4. ОБЩИЕ И СПЕЦИАЛЬНЫЕ УСЛОВИЯ</p> <p>6. К настоящему Соглашению применяются</p>	<p>Annex 1 hereto ("Services/Terms of Reference"), as and when negotiated by UNDP headquarters or a UNDP country office and reflected in a contract for professional services, in the form attached hereto as Annex 2.</p> <p>2. Such Services shall be at the discount prices listed in Annex 3. The prices shall remain in effect for a period of ____ years from Entry into Force of this Agreement.</p> <p>3. UNDP does not warrant that any quantity of Services will be purchased during the term of this Agreement, which shall be for two years.</p> <p>Article 2: CHANGES IN CONDITION</p> <p>4. In the event of any advantageous technical changes and/or downward pricing of the Services during the duration of this Agreement, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the Agreement.</p> <p>Article 3: CONTRACTOR'S REPORTING</p> <p>5. The Contractor will report semi-annually to UNDP on the Services provided to UNDP, including its country offices.</p> <p>Article 4: GENERAL AND SPECIAL TERMS AND CONDITIONS</p> <p>6. The standard UNDP General Conditions for Professional Services, attached as Annex 4, shall apply to this Agreement, and any subsequent contracts concluded in accordance with paragraph 1 above.</p> <p>Article 5: ACCEPTANCE</p>
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<p>Общие условия для профессиональных услуг в соответствии с Приложением 4, _____.</p> <p>Статья 6. ПРИНЯТИЕ СОГЛАШЕНИЯ</p> <p>7. Настоящее Соглашение отменяет собой все предыдущие устные или письменные договоренности между Сторонами, если таковые имели место, и устанавливает окончательное соглашение между Сторонами в отношении оказания услуг по данному Соглашению.</p> <p>8. Настоящее Соглашение вступает в силу со дня последней подписи представителей Сторон и имеет силу в течение _____, а также может быть продлено на [последующий год] по взаимному согласию Сторон.</p> <p>В удостоверение чего, должным образом уполномоченные представители Сторон подписали настоящее Соглашение.</p>		<p>7.This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the Services hereunder.</p> <p>8.This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of two years, and may be extended for [one additional] year by mutual agreement of the Parties.</p> <p>IN WITNESS WHEREOF, the duly authorized representative of the PARTIES have signed this agreement.</p>
<p>От имени: For and on behalf of:</p> <p>_____</p> <p>Дата: Date:</p> <p>_____</p>		<p>От имени: For and on behalf of:</p> <p>_____</p> <p>Дата: Date:</p> <p>_____</p>

Приложение 1: ОБЩИЕ УСЛОВИЯ КОНТРАКТА ПРООН НА ПРЕДОСТАВЛЕНИЕ УСЛУГ
Annex 1: UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

Приложение 2: Техническое задание
Annex 2: Terms of Reference

ОБЩИЕ УСЛОВИЯ КОНТРАКТА ПРООН НА ПРЕДОСТАВЛЕНИЕ УСЛУГ	UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES
<p>1.0 ПРАВОВОЙ СТАТУС:</p> <p>Считается, что подрядчик имеет правовой статус независимого подрядчика в отношении Программы Развития Организации Объединенных Наций (ПРООН). Сотрудники подрядчика и субподрядчики ни в каком случае не считаются сотрудниками или агентами ПРООН или Организации Объединенных Наций.</p> <p>2.0 ИСТОЧНИК ИНСТРУКЦИЙ:</p> <p>В связи с оказанием услуг в рамках настоящего контракта подрядчик не просит и не принимает инструкций от какого-либо органа власти вне ПРООН. Подрядчик воздерживается от любого действия, которое может негативно повлиять на ПРООН или Организацию Объединенных Наций и выполняет свои обязательства исходя из самого полного учета интересов ПРООН.</p> <p>3.0 ОТВЕТСТВЕННОСТЬ ПОДРЯДЧИКА ЗА СОТРУДНИКОВ:</p> <p>Подрядчик отвечает за профессиональную и техническую компетентность своих сотрудников и для работы в рамках настоящего контракта отбирает надежных лиц, которые будут работать эффективно для реализации данного контракта, уважать местные традиции и вести себя морально и этично в свете высокого стандарта.</p> <p>4.0 ЗАДАНИЕ:</p> <p>Подрядчик не назначает, не переводит, не закладывает или по-другому не распоряжается контрактом или какой-либо его частью, или правами, требованиями или обязательствами подрядчика по данному контракту, за исключением случаев при наличии предварительного письменного соглашения ПРООН.</p> <p>5.0 СУБПОДРЯД:</p>	<p>1.0 LEGAL STATUS:</p> <p>The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.</p> <p>2.0 SOURCE OF INSTRUCTIONS:</p> <p>The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.</p> <p>3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:</p> <p>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.</p> <p>4.0 ASSIGNMENT:</p> <p>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.</p>

<p>Если подрядчику требуется прибегнуть к услугам субподрядчиков, то подрядчик получает предварительное письменное соглашение и одобрение ПРООН в отношении всех субподрядчиков. Одобрение ПРООН субподрядчика не освобождает подрядчика от его обязательств, принятых в рамках настоящего контракта. Условия любого субподрядного контракта являются предметом положений настоящего контракта и должны соответствовать ему.</p> <p>6.0 ДОЛЖНОСТНЫЕ ЛИЦА, КОТОРЫЕ НЕ МОГУТ ИМЕТЬ ВЫГОД:</p> <p>Подрядчик гарантирует, что никакое должностное лицо ПРООН или Организации Объединенных Наций не получал и ему не будет предлагаться подрядчиком никаких прямых или косвенных выгод, вытекающих из данного контракта или его присуждения. Подрядчик соглашается, что нарушение данного положения является нарушением важного условия настоящего контракта.</p> <p>7.0 ИНДЕМНИФИКАЦИЯ:</p> <p>Подрядчик возмещает убытки, не привлекает к ответственности и оберегает от нее, а также за свой счет обеспечивает защиту ПРООН, ее должностных лиц, агентов, служащих или сотрудников от всех исков, претензий, требований и ответственности любого характера или вида, включая их расходы и издержки, возникшие по причине действий или упущений подрядчика или сотрудников, должностных лиц, агентов или субподрядчиков подрядчика при выполнении настоящего контракта. Данное положение, среди прочего, распространяется на претензии и ответственность в отношении компенсаций работникам, ответственность в отношении продуктов и ответственность, возникающую на основании использования запатентованных изобретений или средств, материалов авторского права и прочей интеллектуальной собственности подрядчиком, его сотрудниками, должностными лицами, агентами, служащими и субподрядчиками. Обязательства в рамках данной статьи не истекают при прекращении действия контракта.</p> <p>8.0 СТРАХОВАНИЕ И ОБЯЗАТЕЛЬСТВА ПЕРЕД ТРЕТЬИМИ СТОРОНАМИ:</p>	<p>5.0 SUB-CONTRACTING:</p> <p>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.</p> <p>6.0 OFFICIALS NOT TO BENEFIT:</p> <p>The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.</p> <p>7.0 INDEMNIFICATION:</p> <p>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 sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen'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.</p>
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<p>8.1 Подрядчик обеспечит и будет поддерживать страховки против всех рисков в отношении своей собственности и любого оборудования, используемого в ходе реализации данного контракта.</p> <p>8.2 Подрядчик предоставляет и поддерживает все соответствующие страховки компенсаций, или их эквивалент, для своих сотрудников для покрытия претензий, связанных с получением личного увечья или смертью в связи или в результате выполнения настоящего контракта.</p> <p>8.3 Подрядчик также обеспечивает и затем поддерживает страхование ответственности в размере, соответствующем покрытию претензий третьей стороны, по причине смерти или телесных повреждений, в отношении утраты или нанесения ущерба собственности, возникших в связи с предоставлением услуг в рамках контракта или при работе на транспортных средствах, морских судах, воздушных судах или прочем оборудовании, находящемся во владении или взятых в лизинг подрядчиком или его агентами, служащими, сотрудниками или субподрядчиками, выполняющими работы или оказывающими услуги в связи с данным контрактом.</p> <p>8.4 За исключением страхования компенсаций для работников, страховые полисы в рамках данной статьи:</p> <p>8.4.1 называют ПРООН как дополнительное застрахованное лицо;</p> <p>8.4.2 включают отказ от суброгации прав подрядчика страховой компании против ПРООН;</p> <p>8.4.3 предусматривают, что ПРООН получит письменное уведомление от страховщиков за тридцать (30) дней до любого аннулирования или изменения покрытия.</p> <p>8.5 Подрядчик на основании запроса предоставляет ПРООН удовлетворительные свидетельства в</p>	<p>8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:</p> <p>8.1 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.</p> <p>8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.</p> <p>8.3 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.</p> <p>8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:</p> <p>8.4.1 Name UNDP as additional insured;</p> <p>8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;</p> <p>8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.</p>
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<p>отношении страховки, необходимой в рамках данной статьи.</p> <p>9.0 ОБРЕМЕНЕНИЯ/НАЛОЖЕНИЕ АРЕСТА НА ИМУЩЕСТВО:</p> <p>Подрядчик не является причиной и не позволяет наложения ареста, конфискации или прочих обременений в отношении имущества со стороны какого-либо лица для заведения и хранения дела в государственном органе или ПРООН в отношении любых средств, подлежащих выплате за любую работу или материалы, предоставленные в рамках данного контракта или по причине прочих претензий или требований к подрядчику.</p> <p>10.0 ПРАВО СОБСТВЕННОСТИ НА ОБОРУДОВАНИЕ: Право собственности на любое оборудование и материалы, которые могут быть предоставлены ПРООН, остается в ПРООН, и все такое оборудование возвращается в ПРООН по завершении контракта или когда подрядчик перестает в нем нуждаться. Такое оборудование при возвращении в ПРООН должно находиться в том же состоянии, в котором оно было предоставлено подрядчику за минусом нормального износа. Подрядчик несет ответственность за предоставление компенсации ПРООН в отношении оборудования, которое, как было установлено, было повреждено или ухудшило свое состояние сверх естественного износа.</p> <p>11.0 АВТОРСКОЕ ПРАВО, ПАТЕНТЫ И ПРОЧИЕ ПРАВА СОБСТВЕННОСТИ:</p> <p>11.1 За исключением случаев, когда иное прямо оговорено в контракте, ПРООН имеет право на всю интеллектуальную собственность и прочие права собственности, включая (но не ограничиваясь) патенты, авторские права, торговые марки в отношении продуктов, процессов, изобретений, идей, ноу-хау или документов и прочих материалов, разработанных подрядчиком для ПРООН в рамках контракта, и которые имеют прямое отношение к нему или производятся, готовятся или собираются как следствие реализации данного контракта или в ходе его исполнения, и</p>	<p>8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.</p> <p>9.0 ENCUMBRANCES/LIENS:</p> <p>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 the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.</p> <p>10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this 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. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.</p> <p>11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:</p> <p>11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the 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, and the Contractor</p>
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<p>подрядчик признает и соглашается, что такие продукты, документы или другие материалы являются частью работ, на выполнение которых он был нанят ПРООН.</p> <p>11.2 Если такая интеллектуальная собственность или прочие права собственности состоят из прав интеллектуальной собственности или прочих прав собственности подрядчика: (i) которые существовали ранее, до того, как подрядчик взял на себя обязательства по контракту или (ii) которые может развить или приобрести подрядчик или уже развил и приобрел независимо от обязательств по настоящему контракту, то тогда ПРООН не притязает на право владеть ими, а подрядчик передает ПРООН постоянную лицензию использовать такую интеллектуальную собственность или другое право собственности исключительно в целях и в соответствии с требованием контракта.</p> <p>11.3 По запросу ПРООН подрядчик предпринимает все необходимые шаги, выполняет положения всех необходимых документов и оказывает общую поддержку в обеспечении таких прав собственности, передает их или лицензии на них ПРООН согласно требований действующего законодательства и положений данного контракта.</p> <p>11.4 Являясь предметом вышеизложенного, все карты, чертежи, фотографии, мозаики, планы, отчеты, сметы, рекомендации, документы и прочие данные, составленные или полученные подрядчиком в рамках контракта, являются собственностью ПРООН; они должны быть предоставлены для использования или инспектирования со стороны ПРООН в разумное время и в разумных местах, с ними необходимо обращаться как с конфиденциальным материалом, который должен быть предоставлен только уполномоченным представителям ПРООН по завершении работ в рамках настоящего контракта.</p> <p>12.0 ИСПОЛЬЗОВАНИЕ НАЗВАНИЯ, ЭМБЛЕМЫ ИЛИ ОФИЦИАЛЬНОЙ ПЕЧАТИ ПРООН ИЛИ ОРГАНИЗАЦИИ ОБЪЕДИНЕННЫХ НАЦИЙ:</p> <p>Подрядчик не рекламирует или по иному не предает общественной огласке тот факт, что он является подрядчиком ПРООН, также подрядчик</p>	<p>acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.</p> <p>11.2 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, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the 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.</p> <p>11.3 At the request of the 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 the UNDP in compliance with the requirements of the applicable law and of the Contract.</p> <p>11.4 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 the UNDP, shall be made available for use or inspection by the 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.</p> <p>12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:</p> <p>The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor</p>
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<p>ни при каких обстоятельствах не пользуется именем, эмблемой или официальной печатью ПРООН или ООН в связи с ведением своей деятельности или в любом другом случае.</p> <p>13.0 КОНФИДЕНЦИАЛЬНЫЙ ХАРАКТЕР ДОКУМЕНТОВ И ИНФОРМАЦИИ:</p> <p>Информация и данные, которые считаются конфиденциальными и принадлежат какой-либо из сторон, и которые предоставляются или сообщаются одной стороной («отправителем») другой стороне («получателю») в ходе исполнения данного контракта, содержатся получателем как конфиденциальные следующим образом:</p> <p>13.1 Получатель такой информации:</p> <p>13.1.1 использует осторожность и усмотрение не раскрывать, не публиковать и не распространять информацию отправителя, точно также как он поступает в отношении своей собственной информации, которую он не желает раскрывать, публиковать или распространять; и</p> <p>13.1.2 использует информацию отправителя исключительно в тех целях, для которых она была предоставлена.</p> <p>13.2 При условии письменного соглашения получателя со следующими физическими или юридическими лицами, требующих конфиденциального обращения с информацией в соответствии с контрактом и статьей 13, получатель может предоставлять информацию:</p> <p>13.2.1 любой другой стороне при получении предварительного согласия отправителя информации; и</p> <p>13.2.2 сотрудникам, должностным лицам, представителям и агентам получателя, нуждающихся в такой информации в целях выполнения обязательств в рамках контракта, а также сотрудникам, должностным лицам,</p>	<p>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 United Nations in connection with its business or otherwise.</p> <p>13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:</p> <p>Information and data that is considered proprietary by either Party, and 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:</p> <p>13.1 The recipient ("Recipient") of such information shall:</p> <p>13.1.1 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,</p> <p>13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.</p> <p>13.2 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 13, the Recipient may disclose Information to:</p> <p>13.2.1 any other party with the Discloser's prior written consent; and,</p> <p>13.2.2 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</p>
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<p>представителям и агентам любого юридического лица, которое он контролирует (или они вместе находятся под общим контролем), и которое имеет потребность в знании подобной информации в целях выполнения обязательств по контракту при условии, что контролируемое юридическое лицо в данном контексте означает:</p> <p>13.2.2.1 корпоративное юридическое лицо, в котором сторона владеет или по-другому контролирует, прямо или косвенно, более пятидесяти (50%) процентов акций с правом голоса; или</p> <p>13.2.2.2 любое юридическое лицо в отношении которого сторона осуществляет эффективное управление и контроль; или</p> <p>13.2.2.3 для ПРООН – аффилированный фонд, такой как Фонд капитального развития ООН, ЮНИФЕМ и Волонтеры ООН.</p> <p>13.3 Подрядчик может предоставлять информацию в той степени, в которой требуется законодательством при условии (являясь предметом привилегий и иммунитетов ООН и без отказа от них), что подрядчик предоставит ПРООН достаточное предварительное уведомление о запросе предоставления информации для того, чтобы дать ПРООН возможность предпринять защитные меры или другие подобные меры, которые необходимо реализовать до осуществления такого предоставления информации.</p> <p>13.4 ПРООН может раскрывать информацию в той степени, в которой требуется в соответствии с Уставом ООН, резолюциями или положениями Генеральной Ассамблеи или правилами, устанавливаемыми Генеральным Секретарем.</p> <p>13.5 Получателю не запрещается раскрывать информацию, полученную им от третьей стороны без каких-либо ограничений; которая была предоставлена отправителем третьей стороне без обязательств конфиденциальности; которая ранее была известна получателю или которая в любое время разрабатывается получателем</p>	<p>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:</p> <p>13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,</p> <p>13.2.2.2 any entity over which the Party exercises effective managerial control; or,</p> <p>13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.</p> <p>13.3 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 the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.</p> <p>13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.</p> <p>13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is</p>
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<p>абсолютно независимо от упомянутых здесь раскрытий информации.</p> <p>13.6 Данные обязательства и ограничения конфиденциальности имеют силу в течение срока действия контракта, включая его продление и, если иное не оговорено в контракте, остается в силе и после прекращения его действия.</p> <p>14.0 ФОРС МАЖОР И ПРОЧИЕ ИЗМЕНЕНИЯ УСЛОВИЙ</p> <p>14.1 В случае и как можно быстрее после любого действия, являющегося форс мажором, подрядчик в письменном виде уведомляет и предоставляет полное описание ПРООН такого события или изменения, если после этого подрядчик стал не в состоянии, частично или полностью, выполнять свои обязательства и нести ответственность в рамках настоящего контракта. Подрядчик также уведомляет ПРООН о любых изменениях условий или любом событии, которое мешает или угрожает помешать исполнению настоящего контракта. При получении уведомления, требуемого в соответствии с данной статьей, ПРООН предпринимает такие действия, которые ПРООН по своему собственному усмотрению считает соответствующими или необходимыми в данных обстоятельствах, включая предоставление подрядчику разумного продления времени для выполнения своих обязательств, взятых согласно данному контракту.</p> <p>14.2 Если подрядчик по причине форс мажора никогда не сможет, частично или полностью, выполнять свои обязательства и нести ответственность по контракту, то ПРООН имеет право временно приостановить или прекратить контракт на тех же самых условиях, которые прописаны в статье 15 «прекращение контракта», за исключением того, что период предоставления уведомления в данном случае составит семь (7) дней вместо тридцати (30).</p> <p>14.3 Форс мажор в контексте данной статьи означает действия сверхъестественной силы, войну (объявленную или нет), нападение, революцию, восстание или прочие действия подобного характера или силы.</p>	<p>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.</p> <p>13.6 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.</p> <p>14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS</p> <p>14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.</p> <p>14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.</p> <p>14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion,</p>
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<p>14.4 Подрядчик признает и соглашается, что в отношении любого контрактного обязательства, которое обязан выполнить подрядчик на или для территории, где ПРООН участвует или готовится к участию или завершает миротворческие, гуманитарные или подобные операции, все задержки или неспособность подрядчика выполнять свои обязательства в силу или в результате формирования суровых условий в пределах таких территорий или в силу случаев гражданских беспорядков не является форс мажором в контексте данного контракта.</p> <p>15.0 ПРЕКРАЩЕНИЕ ДЕЙСТВИЯ</p> <p>15.1 Любая из сторон по определенной причине может частично или полностью прекратить данный контракт, предоставив письменное уведомление другой стороне за 30 дней до такого прекращения. Инициация процедур арбитража в соответствии с нижеприведенной статьей 16.2. («Арбитраж») не считается прекращением данного контракта.</p> <p>15.2 ПРООН оставляет за собой право прекратить контракт без каких-либо причин в любое время, предоставив подрядчику письменное уведомление за пятнадцать (15) дней до такого прекращения. В данном случае ПРООН возмещает подрядчику все разумные расходы, понесенные подрядчиком до получения такого уведомления о прекращении контракта.</p> <p>15.3 В случае любого прекращения по инициативе ПРООН, согласно данной статьи, ПРООН не производит никаких выплат подрядчику за исключением выплат за работу и услуги, удовлетворительно предоставленных в соответствии с условиями, выраженными в настоящем контракте.</p> <p>15.4 В случае вынесения решения о банкротстве, ликвидации или неплатежеспособности подрядчика или если подрядчик делает уступку в пользу своих кредиторов или в случае назначения получателя средств по причине неплатежеспособности подрядчика, ПРООН может, без каких либо предубеждений в отношении любого другого права или меры, которые могут входить в состав данных условий, прекратить действие настоящего контракта. Подрядчик</p>	<p>revolution, insurrection, or other acts of a similar nature or force.</p> <p>14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the 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.</p> <p>15.0 TERMINATION</p> <p>15.1 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 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.</p> <p>15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.</p> <p>15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.</p> <p>15.4 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, the UNDP may, without prejudice to any other right or remedy it</p>
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<p>незамедлительно информирует ПРООН о присутствии любого из вышеупомянутых событий.</p> <p>16.0 УРЕГУЛИРОВАНИЕ СПОРОВ</p> <p>16.1 Мирное урегулирование споров: Стороны должны прикладывать максимум усилий для мирного урегулирования споров, противоречий или претензий, возникающих на основании данного контракта или в результате его нарушения, прекращения или недействительности. Если стороны желают осуществить мирное урегулирование через примирение, то последнее должно осуществляться в соответствии с правилами примирения UNCITRAL или согласно другой такой процедуре, которая может быть согласована между сторонами.</p> <p>16.2 Арбитраж: В случае невозможности мирного урегулирования любого спора, противоречия или претензии между сторонами, возникающих на основании данного контракта или в результате его нарушения, прекращения или недействительности, согласно статьи 16.1. в течение шестидесяти (60) дней после получения одной стороной письменного уведомления от другой стороны о мирном урегулировании, перенаправляется любой из сторон на рассмотрение арбитражным судом в соответствии с правилами арбитража UNCITRAL. Решения арбитражного суда основываются на общих принципах международного коммерческого права. По всем доказательственным вопросам арбитражный суд руководствуется дополнительными правилами в отношении предоставления и получения доказательств при отправлении международного коммерческого арбитража Международной Ассоциации Юристов, издание от 28 мая 1983 года. Арбитражный суд имеет полномочия требовать возврата или уничтожения товаров или другой собственности, материальной или нематериальной, или любой конфиденциальной информации, предоставленной в рамках контракта, требовать прекращения контракта или реализации прочих защитных мер в отношении товаров, услуг или другой собственности, материальной или нематериальной, или любой конфиденциальной информации, предоставленной в рамках контракта как и подобает, в соответствии с</p>	<p>may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.</p> <p>16.0 SETTLEMENT OF DISPUTES</p> <p>16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.</p> <p>16.2 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 16.1, 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. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. 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 of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration</p>
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<p>полномочиями арбитражного суда согласно Статьи 26 («Временные меры защиты») и Статьи 32 («Форма и воздействие вынесенного решения») арбитражных правил UNCITRAL. Арбитражный суд не имеет полномочий присуждать штрафные убытки. Кроме того, если иное не оговорено в контракте, арбитражный суд не имеет полномочий применять процент, превышающий лондонскую предлагаемую межбанковскую ставку («LIBOR») на текущий момент, и любой такой процент должен быть простым процентом. Любое решение арбитражного суда является обязательным для исполнения сторонами как окончательное решение по такому спору, разногласию или претензии.</p> <p>17.0 ПРИВИЛЕГИИ И ИММУНИТЕТЫ:</p> <p>Ничего в данном контракте или в отношении его не считается отказом, прямым или косвенным, от любых привилегий и иммунитетов Организации Объединенных Наций, включая ее подотчетные органы.</p> <p>18.0 ОСВОБОЖДЕНИЕ ОТ НАЛОГОВ</p> <p>18.1 Раздел 7 Конвенции о привилегиях и иммунитетах Организации Объединенных Наций предусматривает, среди прочего, что ООН, включая ее подотчетные органы, освобождаются от всех прямых налогов, за исключением сборов за пользование общественными коммунальными услугами, а также освобождаются от таможенных сборов и других подобных сборов в отношении ввозимых или вывозимых товаров для своего официального использования. В случае, когда орган государственной власти отказывается признать освобождение ООН от налогов, пошлин или сборов, подрядчик незамедлительно проводит консультации с ПРООН для определения взаимоприемлемой процедуры.</p> <p>18.2 Соответственно подрядчик разрешает ПРООН вычесть из счета-фактуры подрядчика любую сумму, представляющую собой такие налоги, пошлины или сборы, если подрядчик заранее не консультировался с ПРООН (до осуществления оплаты), и ПРООН в данном конкретном случае не предоставила особое разрешение подрядчику оплатить такие налоги, сборы, пошлины. В таком случае подрядчик</p>	<p>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.</p> <p>17.0 PRIVILEGES AND IMMUNITIES:</p> <p>Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.</p> <p>18.0 TAX EXEMPTION</p> <p>18.1 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 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 United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.</p> <p>18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance,</p>
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<p>предоставляет ПРООН письменное свидетельство, что уплата таких налогов, пошлин и сборов имела место и была разрешена надлежащим образом.</p> <p>19.0 ДЕТСКИЙ ТРУД</p> <p>19.1 Подрядчик утверждает и гарантирует, что ни он, ни любой из его поставщиков не участвует ни в какой деятельности, противоречащей правам, прописанным в Конвенции по правам ребенка, включая статью 32, которая, среди прочего, требует защиты ребенка от выполнения любой работы, которая может быть вредной и опасной, или мешать получению ребенком образования, или вредить здоровью ребенка, или его физическому, психическому, духовному, моральному или социальному развитию.</p> <p>19.2 Любое нарушение данного утверждения и гарантии дает ПРООН право незамедлительно прекратить настоящий контракт, предварительно уведомив подрядчика, при отсутствии каких-либо расходов со стороны ПРООН.</p> <p>20.0 МИНЫ:</p> <p>20.1 Подрядчик утверждает и гарантирует, что ни он, ни его поставщики не имеют активного или прямого участия в запатентованной деятельности, разработке, сборке, производстве, торговле или изготовлении мин или не участвуют в другой деятельности в отношении компонентов в первую очередь используемых для производства мин. Термин «мины» означает устройства, определенные в статье 2, пунктах 1,4 и 5 Протокола II приложенного к Конвенции 1980 года о запрете или ограничениях применения конкретных видов обычного оружия, которые могут считаться наносящими чрезмерные повреждения или имеющими неизбирательное действие.</p> <p>20.2 Любое нарушение такого утверждения и гарантии дает ПРООН право незамедлительно прекратить настоящий контракт, уведомив подрядчика и не принимая на себя никаких обязательств в связи со сборами в отношении такого прекращения либо любых других обязательств.</p> <p>21.0 СОБЛЮДЕНИЕ ЗАКОНА:</p>	<p>specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.</p> <p>19.0 CHILD LABOUR</p> <p>19.1 The Contractor represents and warrants that neither it, nor any of its suppliers 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.</p> <p>19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.</p> <p>20.0 MINES:</p> <p>20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.</p> <p>20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without</p>
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<p>Подрядчик соблюдает все законы, постановления, правила и положения, относящиеся к исполнению своих обязательств в рамках условий настоящего контракта.</p> <p>22.0 СЕКСУАЛЬНАЯ ЭКСПЛУАТАЦИЯ:</p> <p>22.1 Подрядчик предпринимает все соответствующие меры для предотвращения сексуальной эксплуатации или злоупотребления ей любыми сотрудниками или лицами, которые могут быть задействованы подрядчиком для выполнения любых услуг в рамках настоящего контракта. Для данных целей сексуальная активность с любым лицом моложе восемнадцати лет, независимо от законодательства, относящегося к согласию, является сексуальной эксплуатацией и представляет собой сексуальное злоупотребление данным человеком. Кроме того, подрядчик воздерживается и предпринимает соответствующие меры для запрещения своим сотрудникам и другим привлекаемым им лицам обменивать деньги, товары, услуги, предложения занятости или другие ценные вещи на сексуальные одолжения или действия, или участвовать в сексуальной деятельности, которая является эксплуатационной или унижающей достоинство любого человека. Подрядчик признает и соглашается, что настоящее положение представляет собой важное условие контракта, и что любое нарушение данного положения дает право ПРООН незамедлительно прекратить контракт, уведомив об этом подрядчика, не понеся никакой ответственности за сборы за прекращение или другую любую ответственность.</p> <p>22.2 ПРООН не применяет нижеприведенный возрастной стандарт в случае, когда кто-то из сотрудников подрядчика или любое другое лицо, привлекаемое подрядчиком для оказания услуг по контракту, замужем или женат на человеке моложе восемнадцати лет, с которым произошло действие сексуального характера и когда такой брак признается законным согласно законодательства страны гражданства такого сотрудника подрядчика или другого лица, привлекаемого подрядчиком для выполнения услуг по настоящему контракту.</p>	<p>any liability for termination charges or any other liability of any kind of UNDP.</p> <p>21.0 OBSERVANCE OF THE LAW:</p> <p>The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.</p> <p>22.0 SEXUAL EXPLOITATION:</p> <p>22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged 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 appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.</p> <p>22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity</p>
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<p>23.0 БЕЗОПАСНОСТЬ:</p> <p>23.1 Подрядчик:</p> <p>(a) Устанавливает соответствующий план обеспечения безопасности и поддерживает его исполнение, принимая во внимание ситуацию, связанную с безопасностью в стране, где происходит оказание услуг;</p> <p>(b) Принимает на себя все риски и ответственность, относящиеся к безопасности подрядчика, а также в отношении полной реализации плана безопасности.</p> <p>23.2 ПРООН оставляет за собой право перепроверить наличие такого плана, а также по мере необходимости предложить модификации к данному плану. Неспособность поддерживать и реализовывать соответствующий план безопасности, требуемый в соответствии с настоящими положениями, считается нарушением настоящего контракта. Независимо от вышесказанного, подрядчик является единственным лицом ответственным за безопасность своего персонала и собственности ПРООН, находящуюся в его распоряжении, как указано в пункте 4.1 выше.</p> <p>24.0 АУДИТЫ И РАССЛЕДОВАНИЯ:</p> <p>24.1 Каждая оплаченная ПРООН счет-фактура является предметом аудита после осуществления оплаты со стороны внутренних или внешних аудиторов ПРООН или уполномоченных агентов ПРООН в любое время в течение действия контракта и в течение трех (3) лет после своевременного или преждевременного прекращения контракта. ПРООН имеет право на возврат средств от подрядчика любых сумм, которые были выявлены в ходе аудита, как суммы, выплаченные ПРООН и несоответствующие условиям данного контракта. Если в ходе аудита будет определено, что средства, выплаченные ПРООН, не были использованы согласно положениям контракта, то компания осуществляет возмещение таких средств. Если компания не в состоянии возместить такие</p>	<p>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.</p> <p>23.0 SECURITY:</p> <p>23.1 The Contractor shall:</p> <p>(c) 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;</p> <p>(d) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.</p> <p>23.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.</p> <p>24.0 AUDITS AND INVESTIGATIONS:</p> <p>24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the 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. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse</p>
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<p>средства, то ПРООН оставляет за собой право требовать возмещения и/или предпринимать другие действия, которые она сочтет необходимыми.</p> <p>24.2 Подрядчик признает и соглашается, что в любое время ПРООН может проводить расследования в отношении любого аспекта данного контракта, обязательств в рамках контракта и общей операционной деятельности подрядчика. Право ПРООН проводить расследование и обязательство подрядчика соблюдать требования такого расследования не заканчиваются при истечении срока действия контракта (своевременного или преждевременного). Подрядчик оказывает полное и своевременное содействие при проведении таких инспекций, аудитов после осуществления оплаты или расследований. Такое сотрудничество включает (но не ограничивается этим) обязательства подрядчика предоставлять своих сотрудников и любую документацию для вышеназванных целей и предоставлять ПРООН доступ на территорию подрядчика. Подрядчик требует от своих агентов, включая, но не ограничиваясь, юристов подрядчика, бухгалтеров и советников оказывать разумное содействие в ходе инспекций, аудитов и расследований, проводимых ПРООН.</p> <p>25.0 АНТИТЕРРОРИСТИЧЕСКАЯ ДЕЯТЕЛЬНОСТЬ:</p> <p>25.1 Подрядчик соглашается предпринимать все разумные усилия для обеспечения того, что никакие средства ПРООН, полученные в рамках настоящего контракта, не будут использованы на предоставление поддержки физических или юридических лиц, связанных с терроризмом, и что получатели любых сумм, предоставленных ПРООН в рамках вышесказанного, не состоят в списке Комитета Совета Безопасности, установленному согласно резолюции 1267 (1999). Список содержится на сайте http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm. Настоящее положение должно быть включено во все субподрядные контракты или суб-соглашения, которые будут формироваться согласно данному контракту.</p>	<p>such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.</p> <p>24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. 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 documentation for such purposes and to grant to UNDP access to the Contractor's premises. 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.</p> <p>25.0 ANTI-TERRORISM:</p> <p>25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the 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 http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm. This provision must be included in all sub-</p>
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<p>26.0 ПОЛНОМОЧИЯ ВНОСИТЬ МОДИФИКАЦИИ:</p> <p>Согласно финансовым положениям и правилам ПРООН, только уполномоченное должностное лицо ПРООН имеет полномочие от лица ПРООН соглашаться на любую модификацию или изменение данного соглашения, отменять действие какого-либо положения или включать дополнительные контрактные отношения с подрядчиком. Соответственно, модификация или изменение в данном контракте будет иметь силу и подлежать реализации со стороны ПРООН только при условии, что поправка в настоящее соглашение была подписана подрядчиком совместно с уполномоченным должностным лицом ПРООН.</p>	<p>contracts or sub-agreements entered into under this Contract.</p> <p>26.0 AUTHORITY TO MODIFY:</p> <p>Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.</p>
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