



REQUEST FOR PROPOSAL (RFP)

NAME: United Nations Development Programme PROJECT on Partnering for building a national SDG platform	DATE: September 4, 2019 Competition REFERENCE NUMBER and TITLE: RFP-2019-058_ Services for providing analytical report with recommendations on the current SDG finance status in the Republic of Kazakhstan
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Dear Sir / Madam:

We kindly request you to submit your Proposal for the services on **providing analytical report with recommendations on the current SDG finance status in the Republic of Kazakhstan.**

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

Your offer, comprising of a Technical and Financial Proposal, should be submitted on or **before 4 p.m Nur-Sultan time, Friday, September 13, 2019** through e-mail on procurement.kz@undp.org

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

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

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

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

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

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order,

UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

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

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

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

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

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

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

Thank you and we look forward to receiving your Proposal.

Irina Goryunova
Assistant Resident Representative

Irina Goryunova

Aigerim Yegemberdiyeva
Project Manager

Aigerim Yegemberdiyeva

Aerayent Bolysayeva

Annex 1

Description of Requirements

Context of the Requirement	Providing analytical report with recommendations on the current SDG finance status in the Republic of Kazakhstan, including RIA of national budget and 2 dimensions of the Development Finance Assessment in Kazakhstan (DFA).
Implementing Partner of UNDP	UNDP Kazakhstan, Asian Development Bank, Ministry of National Economy
Brief Description of the Required Services ¹	Local consultancy firm to provide analytical report with recommendations on the current SDG finance status in the Republic of Kazakhstan, including RIA of national budget and 2 dimensions of the DFA in Kazakhstan.
List and Description of Expected Outputs to be Delivered	<ul style="list-style-type: none"> - Prepare a workplan to carry RIA and DFA in Kazakhstan - Training of stakeholders participating in RIA of national budget analysis and DFA analysis in Kazakhstan - Intermediate project progress report with findings and analysis made on RIA and 2 DFA dimensions in English and Russian languages and at least 2 meetings with line ministries to promote the RIA and DFA exercise in Kazakhstan - Power point presentation on findings and analysis made up to 4th of November 2019 in English and Russian languages to be presented on the Regional Summit on SDGs - Present findings on RIA and 2 DFA dimensions on the Regional SDG Summit in Kazakhstan - Final project progress report with findings and analysis made on RIA and 2 DFA dimensions in English and Russian languages and at least 2 meetings with line ministries to promote the DFA exercise in Kazakhstan - Power point presentation on findings and analysis made up to 6 of December 2019 in English and Russian languages
Person to Supervise the Work/Performance of the Service Provider	Project Manager, UNDP Kazakhstan
Frequency of Reporting	As indicated in the Terms of Reference
Progress Reporting Requirements	As indicated in the Terms of Reference
Location of work	Office of the contractor
Expected duration of work	3 months
Target start date	23 September
Latest completion date	6 December 2019
Travels Expected	No travel expenses expected
Implementation Schedule indicating breakdown and timing of activities/sub-activities	Required

¹ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

Names and curriculum vitae of individuals who will be involved in completing the services	Required														
Currency of Proposal	KZT														
Value Added Tax on Price Proposal ²	Must be inclusive of VAT and other applicable indirect taxes														
Validity Period of Proposals (Counting for the last day of submission of quotes)	90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.														
Partial Quotes	Not permitted														
Payment Terms ³	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Percentage</th> <th>Expected delivery date</th> <th>Condition for Payment Release</th> </tr> </thead> <tbody> <tr> <td>1. Prepare a workplan to carry RIA and DFA in Kazakhstan 2. Training of stakeholders participating in RIA of national budget analysis and DFA analysis in Kazakhstan</td> <td>20%</td> <td>15/10/2019</td> <td rowspan="2">Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.</td> </tr> <tr> <td>1. Intermediate project progress report with findings and analysis made on RIA and 2 DFA dimensions in English and Russian languages and at least 2 meetings with line ministries to promote the RIA and DFA exercise in Kazakhstan 2. Power point presentation on</td> <td>30%</td> <td>04/11/2019</td> </tr> </tbody> </table>				Outputs	Percentage	Expected delivery date	Condition for Payment Release	1. Prepare a workplan to carry RIA and DFA in Kazakhstan 2. Training of stakeholders participating in RIA of national budget analysis and DFA analysis in Kazakhstan	20%	15/10/2019	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	1. Intermediate project progress report with findings and analysis made on RIA and 2 DFA dimensions in English and Russian languages and at least 2 meetings with line ministries to promote the RIA and DFA exercise in Kazakhstan 2. Power point presentation on	30%	04/11/2019
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² VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

³ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

	findings and analysis made up to 4th of November 2019 in English and Russian languages to be presented on the Regional Summit on SDGs			
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager, UNDP Kazakhstan			
Type of Contract to be Signed	Contract for Services, UNDP template			
Criteria for Contract Award	<ul style="list-style-type: none"> ▪ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) ▪ Only technically responsive proposals would be considered for further financial evaluation. ▪ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal. 			

Criteria for the Assessment of Proposal	Technical Proposal Evaluation (70%)			
	Summary of the evaluation criteria of the Technical Proposal		Weight score	Points
	1.	Expertise and experience of the Firm	30%	300
	2.	Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan	30%	300
	3.	Management Structure and Qualifications of Key Personnel	40%	400
	Total			1000
	Evaluation of the technical proposal Form 1			Points
	Expertise and experience of the Firm			
	1.1	Minimum three (3) years of experience in financial analysis and research (for confirmation may be used letters of recommendation, list of clients for similar services, indicating description of contract scope, contract duration, contact references; <i>Less 3 years – 0 point</i> <i>3 years of experience: 70 points;</i> <i>for every additional year of experience: 5 points (max. 100 points in total);</i>	100	
	1.2	Experience in bringing positive changes to the society through projects of the consultancy firm (for confirmation may be used letters of recommendation, list of clients for similar services, indicating description of contract scope, contract duration, contact references; <i>Less than 2 projects – 0 point</i> <i>2 projects: 70 points;</i> <i>For every additional project: 5 points (max.100 points in total);</i>	100	
1.3	Experience in sustainable development projects, solid knowledge of UN Sustainable Goals (for confirmation may be used letters of recommendation, list of clients for similar services, indicating description of contract scope, contract duration, contact references. <i>Experience in 1-2 projects – 28 points;</i>	80		

	<i>Experience in 3 related projects: 56 points; for every additional source of experience: 8 points (max. 80 points in total)</i>	
1.4	Previous experience working with UNDP or other international organizations / institutions	20
		300
Evaluation of the technical proposal Form 2		Points
Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan		
2.1	Understanding the nature and scope of services by the Supplier. <i>It is required to provide understanding of the landscape of public and private finance in the country, taking into account the scope of the work. The supplier should demonstrate that the chosen approach will ensure the effective implementation of the project on time.</i>	150
2.2	Compliance of the services proposed with the requirements of Terms of Reference. <i>It evaluates the existence of a work plan, a description of the distribution of duties and tasks.</i>	150
		300
Evaluation of the technical proposal Form 3		Points
Qualifications of Key Personnel		
3.1	2 experienced specialists in a team with major in finance and economy	
	Compliance with the requirements	
	Master's degree or equivalent in finance, economics, statistics, social sciences, political sciences, international development, international relations, psychology, anthropology, or related field <i>*In the presence of a Bachelor degree- - 35 points; Masters's degree or relevant 70 points, PhD or higher – 100 points</i>	100

	<p>At least 3 years' experience of research in financial analysis, assessing financial trends, national budget analysis, analysis of an investment climate (at least 5 years)</p> <p><i>*less 3 years – 0; 3-4 years – 35 points; With 5 years of experience – 70 points, 10 points for each additional year, but not more than 100 points in total.</i></p>	100
	<p>Experience of working in sustainable development or related projects (at least 2 years)</p> <p><i>*less 2 years-0; With 2 years of experience – 70 points, 10 points for each additional year, but not more than 100 points in total.</i></p>	100
	<p>Language qualifications</p> <p><i>* Knowledge of Kazakh, Russian and English language – 70 points, other UN languages additional 10 points up to 100 points</i></p>	100
		400
	<p><u>Financial Proposal (30%)</u></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>	
UNDP will award the contract to:	One and only one Service Provider	
Annexes to this RFP ⁴	<ul style="list-style-type: none"> ▪ Form for Submission of Proposal (Annex 2) ▪ Contract template; General Terms and Conditions / Special Conditions (Annex 3)⁵ ▪ Detailed TOR (Annex 4) 	
Contact Person for Inquiries <i>(Written inquiries only accepted until 9 September 2019)</i> ⁶	<p>Aigerim Yegemberdiyeva Project Manager aigerim.yegemberdiyeva@undp.org</p> <p>subject of email: RFP-2019-058_Services for providing analytical report with recommendations on the current SDG finance status in the Republic of Kazakhstan</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>	

⁴ Where the information is available in the web, a URL for the information may simply be provided.

⁵ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁶ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

<p>Conditions and Procedures for electronic submission and opening, if allowed</p>	<p>Service providers should submit their bids by email to procurement.kz@undp.org</p> <p>Technical and financial parts of the proposal must be submitted in separate files.</p> <p>The financial proposal must be password protected. The password for the Financial Proposal should not be provided to UNDP until requested by UNDP the representatives Cholponbek Omuraliev and/or Meruyert Bolyssayeva.</p> <p>IMPORTANT:</p> <ul style="list-style-type: none">• File/Document Format: PDF files only;• The names of files/documents should be up to a maximum of 60 Latin characters, which should not contain any special characters other than letters;• Files sent must not contain viruses and be damaged;• Maximum file size for one electronic transfer: 9 MB;• Maximum number of emails: 5 messages;• Mandatory e-mail subject: RFP-2019-058_Services for providing analytical report with recommendations on the current SDG finance status in the Republic of Kazakhstan• If more than 1 transfer of message is used, indicate the sequence number in the subject.
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FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁷

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁸)

[insert: Location].

[insert: Date]

To: Procurement Unit at UNDP in Kazakhstan

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP-2019-058 dated 9/4/2019, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

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

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Financial Statement – income statement and balance sheet for 2017-2018 to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contact references (last 10 years);*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, etc.*
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

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

⁷ This serves as a guide to the Service Provider in preparing the Proposal.

⁸ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

The Service Provider must provide:

a) Names and qualifications of the key personnel (Training programme delivery and handbook preparation expert and Trainer) that will perform the services indicating who is Team Leader who are supporting, etc.; b) CVs, certificates, reference letter and etc. demonstrating qualifications must be submitted if required by the RFP; and c) Written confirmation from each personnel that they are available for the entire duration of the contract.

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1	20%	
2	Deliverable 2	30%	
3	Deliverable 3	50%	
	Total	100%	

**This shall be the basis of the payment tranches*

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

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

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

[Designation]

[Date]

United Nations Development Programme



Empowered lives.
Resilient nations.

Contract for Goods and/or Services
Between the United Nations Development Programme and **[insert name of the Contractor]**

1. Country Where Goods Will be Delivered and/or Services Will be Provided:	
2. UNDP <input type="checkbox"/> Request for Quotation <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Invitation to Bid <input type="checkbox"/> direct contracting Number and Date:	
3. Contract Reference (e.g. Contract Award Number):	
4. Long Term Agreement: [Yes] [No] [indicate as appropriate]	
5. Subject Matter of the Contract: <input type="checkbox"/> goods <input type="checkbox"/> services <input type="checkbox"/> goods <i>and</i> services	
6. Type of Services:	
7. Contract Starting Date:	8. Contract Ending Date:
9. Total Contract Amount: [insert currency and amount in figures and words] 9a. Advance Payment: [insert currency and amount in figures and words or indicate “not applicable”]	
10. Total Value of Goods and/or Services: <input type="checkbox"/> below US\$50,000 (Services only) – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply <input type="checkbox"/> below US\$50,000 (Goods or Goods and Services) – UNDP General Terms and Conditions for Contracts apply <input type="checkbox"/> equal to or above US\$50,000 (Goods and/or Services) – UNDP General Terms and Conditions for Contracts apply	
11. Payment Method: <input type="checkbox"/> fixed price <input type="checkbox"/> cost reimbursement	
12. Contractor’s Name: Address: Country of incorporation: Website:	

<p>13. Contractor's Contact Person's Name: Title: Address: Telephone number: Fax: Email:</p>
<p>14. UNDP Contact Person's Name: Title: Address: Telephone number: Fax: Email:</p>
<p>15. Contractor's Bank Account to which payments will be transferred: Beneficiary: Account name: Account number: Bank name: Bank address: Bank SWIFT Code: Bank Code: Routing instructions for payments:</p>

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

1. This face sheet ("Face Sheet").
2. UNDP Special Conditions [delete if not applicable].
3. [UNDP General Terms and Conditions for Contracts] [UNDP General Terms and Conditions for Institutional (de minimis) Contracts] [delete if not applicable and remove square brackets].
4. Terms of Reference (TORs) and Schedule of Payments, incorporating the description of services, deliverables and performance targets, time frames, schedule of payments, and total contract amount [delete if not applicable].
5. Technical Specifications for Goods [delete if not applicable].
6. The Contractor's Technical Proposal and Financial Proposal, dated [insert date], as clarified by the agreed minutes of the negotiations meeting, dated [insert date]; these documents not attached hereto but known to and in the possession of the Parties, and forming an integral part of this Contract.
7. Discount Prices [to be used in cases where the Contractor is engaged on the basis of an LTA; delete if not applicable].

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

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

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

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

**General Terms and Conditions
for Institutional (de minimis) contracts**

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

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

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

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

2. OBLIGATIONS OF THE CONTRACTOR:

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

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

2.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the provision of the Services.

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

3.1 UNDP does not warrant that any quantity of Services shall be ordered during the term of the LTA.

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

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

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

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

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

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

4. PRICE AND PAYMENT:

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

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

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

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

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

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

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

4.2.2 The Contractor shall not provide the Services or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost

category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

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

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

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

5. ADVANCE PAYMENT:

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

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

6. SUBMISSION OF INVOICES AND REPORTS:

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

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

7. TIME AND MANNER OF PAYMENT:

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

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

8. RESPONSIBILITY FOR EMPLOYEES:

8.1 The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

8.2 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property. The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth above.

9. ASSIGNMENT: The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

10. SUBCONTRACTING: In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

11. INDEMNIFICATION: The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

12. INSURANCE AND LIABILITY:

12.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

12.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury, disability or death in connection with this Contract.

12.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of Services under this Contract or the operation of any vehicles, boats, airplanes or other

equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

12.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

12.4.1 Name UNDP as additional insured;

12.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;

12.4.3 Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

12.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article 12.

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

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

15. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

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

17.1 The Recipient shall:

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

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

17.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 17, the Recipient may disclose Information to:

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

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

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

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

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

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

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

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

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

18. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

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

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

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

19. TERMINATION:

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

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

19.3 In the event of any termination of the Contract, no payment shall be due from UNDP to the Contractor except for the Services satisfactorily provided to UNDP in accordance with the requirements of the Contract.

19.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

19.5 The provisions of this Article 19 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

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

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

22. SETTLEMENT OF DISPUTES:

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

22.2 ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 22.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration

Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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

24. TAX EXEMPTION:

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

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

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

26. AUDITS AND INVESTIGATIONS:

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

26.2 UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to

performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

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

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

27. LIMITATION ON ACTIONS:

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

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

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

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

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

30.1 The UN Supplier Code of Conduct;

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

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

30.4 UNDP Vendor Sanctions Policy; and

30.5 All security directives issued by UNDP.

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

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

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

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

34. SEXUAL EXPLOITATION:

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

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

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

35. ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.



TERMS OF REFERENCE

Position	Local consultancy firm to provide analytical report with recommendations on the current SDG finance status in the Republic of Kazakhstan, including RIA of national budget and dimensions of the Development Finance Assessment in Kazakhstan (DFA)
Project number and title	00113465 Partnering for building a national SDG Platform in Kazakhstan
Type of Contract	Contract for services
Duration	3 months

1.0 BACKGROUND

On July 16, 2019 Kazakhstan presented its first Voluntary National Review (VNR) at the High-Level Political Forum in New York, showing its commitment to the 2030 Agenda on Sustainable Development and stating even more ambitious goals towards achieving the SDGs.

In 2018 the Government of Kazakhstan made an important step helping to translate the commitment to the Agenda 2030 into action. The WGs were formed in accordance with the five “P” principle (Peace, People, Planet, Prosperity and Partnership). The Ministry of National Economy of the RK has taken the lead role in coordinating implementation of the SDGs in Kazakhstan and has designated the Economic Research Institute under the Ministry of Economy (ERI) as the Secretariat to provide analytical support to the SDG Working Groups. Similarly, the National Committee on Statistics will support the SDGs implementation monitoring process.

The 2030 Agenda for Sustainable Development (2030 Agenda) presents an ambitious, complex and interconnected vision that countries around the world have committed to working towards. Realizing this vision will require mobilizing a diverse range of public and private resources to contribute to sustainable development outcomes and achieving SDGs. Meanwhile, significant changes are taking place in the development finance landscape worldwide – traditional donors now share the space with emerging donors, foundations, the private sector, among others.

Countries face several challenges in developing an integrated approach to financing the SDGs. Mobilizing the scale of public and private resources required while maximizing their impact on social, environmental and economic dimensions of the 2030 Agenda presents a range of challenges, from managing complex financing instruments, to designing and implementing effective policies, and collaborating with a diverse range of actors. These challenges are often rooted in, or made more difficult by, misalignment between the planning and finance policy functions of government, as well as the participation of only a narrow group of stakeholders in dialogue and decisions on financing.

Member states of the United Nations recognized the challenge of SDG financing in the Addis Ababa Action Agenda. They decided to put in place integrated national financing frameworks to support their sustainable development strategies. UNDP has developed a range of tools to analyze existing financial resources and identify opportunities to mobilize additional sources of finance more efficiently to achieve the SDGs, including (i) Rapid Integrated Assessment (RIA) of national budget analysis; and (ii) Development Finance Assessment (DFA).

The RIA suggests clear steps and tools for policymakers to earmark finance to SDGs, while taking into consideration country context, both at the national and subnational level, and interlinkages across targets. The DFA offers support for governments and their partners in identifying and building consensus around solutions to address financing challenges. It makes finance issues accessible to policy and decision makers. Both tools follow a process of a multi-stakeholder consultation informed by accessible analysis on finance policy issues and what they mean for a wide range of actors and builds an agreed roadmap that can support progress across a range of areas.

During Kazakhstan’s 2019 country programming mission, the MNE requested ADB for support to create a development partners’ coordination platform aimed at filling knowledge and investment gaps to achieve the SDGs by 2030, as they are reflected in the country’s strategic plans. Given that UNDP, in its mandated role of the SDG integrator, has been supporting efforts to build the SDG platform in Kazakhstan and, as part of it, invests in the SDG financing review, collaboration between ADB and UNDP is envisaged.

In view of the above, ADB and UNDP will join forces to perform (i) Rapid Integrated Assessment (RIA) of national budget analysis; and (ii) Development Finance Assessment (DFA) in Kazakhstan.

2.0 RATIONALE

The scope of works under the present assignment is to prepare an analytical report with recommendations on further actions. The report will be based on covering:

- 1) RIA of national budget analysis
- 2) 2 dimensions of the DFA analytical framework

The professional analytical report is required by the local consultancy firm with a knowledge of local financial and budget system. The local consultancy firm will work in a team with international consultant with experience in RIA of national budget and DFA.

3.0 OBJECTIVE

The scope of works under the present assignment is to prepare an analytical report with recommendations on further actions. The report should include analysis and recommendations on:

- 1) RIA of national budget analysis
- 2) 2 dimensions of the DFA analytical framework:
 - Assess financing trends
 - Integrated planning and financing

Additionally, it is very important to promote the DFA exercise in Kazakhstan. The request on the DFA exercise should come from the Ministry of Finance. The importance of financing the SDGs should be highlighted. Therefore, the meetings with the line ministries and all interested stakeholders should be conducted within this objective. The highlights about DFA should be done on every event that the local consultancy will take participation.

4.0 SCOPE OF WORK

The engaged local consultancy firm will work under the supervision of the international consultant hired for this task and with a guidance of the Project Manager. The local consultancy firm is given specific tasks as following;

RIA of national budget

- 1) Adapt the RIA of national budget analysis Kazakhstan's context in close collaboration with UNDP and ADB;
- 2) Train the Government of Kazakhstan and other relevant stakeholders participating in RIA of national budget analysis in Kazakhstan;
- 3) Conduct a detailed mapping assessment of the alignment of existing national budget expenditures to the SDGs in accordance with RIA, including corresponding targets and institutional apparatus;
- 4) Present the RIA of national budget analysis report on the Regional SDG Summit in Kazakhstan;
- 5) Prepare intermediate and final reports on RIA of national budget analysis in Kazakhstan.

DFA in Kazakhstan

- 1) Prepare intermediate and final analytical reports on 2 dimensions of the DFA which will include recommendations and further steps on the following dimensions:
 - **Assess financing trends** – understand the landscape of public and private finance. Analyse financing trends within the country, build a comprehensive picture of public and private resources, flows and financial instruments. Identify the context, trajectories and availability of all resources in relation to the scale of investments and services required to achieve the SDGs. Look at available information on the costs or implied financing needs of the SDGs or national plan. The report **should answer all contextual and core questions** and **consider all aspects** reflected in the section *“Assessing financing trends” of the DFA Guidebook* (pages 11-16) attached to the present Terms of Reference;
 - **Integrated Planning and Financing** – look at how government can take a more holistic approach to integrated planning and financing. Analyse the challenges and opportunities for alignment between national plans and policies related to the budget, private sector development, development cooperation and other types of finance. A key aspect of this is assessing the types of investments that would be needed to realize a national plan and understanding the costs and types of finance needed to pay for them. With particular focus on public finance, this dimension looks at opportunities for strengthening the connection between the annual and/or medium – term budget process with long-term plans. The report **should answer all contextual and core questions** and **consider all aspects** reflected in the section *“Integrated planning and financing” of the DFA Guidebook* (pages 17-19) attached to the present Terms of Reference;
- 2) Train the Government of Kazakhstan and other relevant stakeholders participating in DFA analysis in Kazakhstan
- 3) Promote the DFA exercise in Kazakhstan to increase awareness of the exercise by the line ministries, by engaging line ministries in the dialogue about SDG finance and ensuring the importance of the DFA exercise is highlighted;

- 4) Present the DFA exercise being implemented in Kazakhstan on the Regional SDG Summit in Kazakhstan.

5.0 COPYRIGHT

Upon termination of the agreement, the United Nations Development Program will receive all direct and related copyrights to use the publication and distribution of materials which will be produced within the contract.

6.0 EXPECTED RESULTS

Qualitative and effective performance of works in accordance with the above description of services

#	Deliverables	Timing	Reports to
1	Prepare a workplan to carry RIA and DFA in Kazakhstan	1 October 2019	Project Manager
2	Training of stakeholders participating in RIA of national budget analysis and DFA analysis in Kazakhstan	15 October 2019	Project Manager
1	Intermediate project progress report with findings and analysis made on RIA and 2 DFA dimensions in English and Russian languages and at least 2 meetings with line ministries to promote the RIA and DFA exercise in Kazakhstan	4 November 2019	Project Manager
2	Power point presentation on findings and analysis made up to 4 th of November 2019 in English and Russian languages to be presented on the Regional Summit on SDGs	4 November 2019	Project Manager
3	Present findings on RIA and 2 DFA dimensions on the Regional SDG Summit in Kazakhstan	15 November 2019	Project Manager
4	Final project progress report with findings and analysis made on RIA and 2 DFA dimensions in English and Russian languages and at least 2 meetings with line ministries to promote the DFA exercise in Kazakhstan	6 December 2019	Project Manager
5	Power point presentation on findings and analysis made up to 29 th of November 2019 in English and Russian languages	6 December 2019	Project Manager

7.0 INSTITUTIONAL ARRANGEMENTS

- Contractor ensures timely and rational planning, implementation of activities and achievement of results in accordance with the TOR;
- If necessary, the Contractor provides online consultations for the project team during the entire period of the TOR;
- Contractor is responsible for the quality of the materials prepared under the TOR;
- Contractor ensures unconditional fulfillment of the requirements of the Contract.

8.0 TECHNICAL REQUIREMENTS TO THE CONTRACTOR

8.1. Requirements to the organization:

- Demonstrated minimum 3 years of experience in financial analysis and research;
- Solid knowledge of UN Sustainable Goals (17 SDGs), experience in sustainable development projects;
- Demonstrated experience in bringing positive changes to the society;
- Ability to conduct qualitative and quantitative research in the field of finance and budgeting;
- Availability of at least 2 specialists in a team with major in finance and economy;
- Experience in the analysis of an investment climate;

8.2. Requirements to the key personnel:

- Master's degree or equivalent in finance, economics, statistics, social sciences, political sciences, international development, international relations, psychology, anthropology, or related field;
- At least 3 years' experience of research in financial analysis, assessing financial trends, national budget analysis, analysis of an investment climate;
- Personal CV, indicating all experience from similar projects, as well as the contact details of the people engaged in the tasks according to TOR, professional references for each person is in advantage;
- Knowledge of Russian is a must, knowledge of English and Kazakh is preferred

9.0 DURATION

The Contract is awarded for a period of 3 months to perform all expected deliverables as specified in the «Expected Results». Performance under the Contract begins as Contract is awarded and **completes not later than 10 days** after the last reporting

documents submitted. Once received the reporting documents from the Contractor, the respective Program Officer provides the comments/recommendations and confirmation of works acceptance within 10 days.

10.0 SCOPE OF PRICE PROPOSAL AND SCHEDULE OF PAYMENTS

The financial proposal in KZT shall specify a total lump sum amount, and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in instalments or upon completion of the entire contract). Payments are based upon output, i.e. upon delivery of the services specified in the TOR. To assist the requesting unit in the comparison of financial proposals, the financial proposal will include a breakdown of this lump sum amount.

Payment will be made after the submission of the required reports by each deliverable (as given in the Scope of Works), upon approval and signing certification of payment by the respective Program Officer.

11.0 CRITERIA FOR SELECTION OF THE BEST OFFER

Contactors will be evaluated based using Highest Combined Score (based on the 70% technical offer and 30% price weight distribution). Only technically responsive proposals would be considered for further financial evaluation.

- a) *Highest Combined Score (based on the 70% technical offer and 30% price weight distribution);*
- b) *Full acceptance of the UNDP Contract General Terms and Conditions (GTC);*