



## REQUEST FOR PROPOSAL (RFP)

UNDP/GEF Project #00101056 "Energy Efficient Standards, Certification, and Labelling for Appliances and Equipment in Kazakhstan"	<b>DATE: February 25, 2020</b> <b>RFP- 2020-010</b> "Organization of study tour to one of the CIS countries to learn the practice of initiating, conducting and monitoring government procurement of energy-efficient equipment"
--	---

Dear Sir / Madam:

We kindly request you to submit your Proposal for **"Organization of study tour to one of the CIS countries to learn the practice of initiating, conduction and monitoring government procurement of energy-efficient equipment"**.

Your offer, comprising of Technical and Financial Proposals (**financial proposal must be protected by password**) should be submitted on or before 15 p.m Nur-Sultan time zone, March 11, 2020 through e-mail on [procurement.kz@undp.org](mailto:procurement.kz@undp.org)

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

Important: detailed information on the proposal submission procedure is available below.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

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/unscclconduct\\_english.pdf](https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscclconduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

## Description of Requirements

Context of the Requirement	UNDP/GEF Project #00101056 "Energy Efficient Standards, Certification, and Labelling for Appliances and Equipment in Kazakhstan"
Implementing Partner of UNDP	Ministry of Industry and Infrastructure Development of the Republic of Kazakhstan (MIID RK)
Brief Description of the Required Services <sup>1</sup>	Organization of study tour to one of the CIS countries to learn the practice of initiating, conduction and monitoring government procurement of energy-efficient equipment.
List and Description of Expected Outputs to be Delivered	As per the TOR
Person to Supervise the Work/Performance of the Service Provider	Project Manager
Frequency of Reporting	As per the TOR
Progress Reporting Requirements	As per the TOR
Location of work	Home based
Expected duration of work	6 months after effective contract start date
Target start date	April 1, 2020
Latest completion date	September 30, 2020
Travels Expected	As per the TOR
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required
Currency of Proposal	For companies incorporated on the territory of the Republic of Kazakhstan the proposal must be submitted in local currency – tenge (KZT)

<sup>1</sup> A detailed information is provided in the Annex IV, Technical specification (TOR).

	For companies incorporated beyond the territory of the Republic of Kazakhstan (CIS countries) the proposal must be submitted in USD or Euro. In such case the basis for determination of UN exchange rate shall be March 2020														
Value Added Tax on Price Proposal	* Must be exclusive of VAT and other applicable indirect taxes  *If applicable														
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 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.														
Pre-bid meeting	Time: 16:00 p.m Nur-Sultan time zone Date: March 2, 2020 Venue: Skype-call  All interested parties shall send a preliminary notification to: <a href="mailto:syrym.nurgaliyev@undp.org">syrym.nurgaliyev@undp.org</a> copying <a href="mailto:zulfiya.suleimenova@undp.org">zulfiya.suleimenova@undp.org</a>														
Partial Quotes	<input checked="" type="checkbox"/> Not permitted														
Payment Terms	<table><tr><th>Deliverables</th><th>Percentage</th><th>Timing</th></tr><tr><td><b>Stage 1.</b> Elaboration of an Action Plan and a training program for conduction a study tour to one of the CIS countries to learn the practice of initiating, conduction and monitoring government procurement of energy-efficient equipment and follow up discussion with the Customer.</td><td>30%</td><td>Within 4 weeks after effective contract date</td></tr><tr><td><b>Stage 2.</b> Hiring lecturers (with provision of documents to UNDP project, confirming their experience and qualifications). Rent of conference room and necessary equipment, printing. Ensuring logistics for participants of 16 people from Kazakhstan (purchasing tickets, DSA and accommodation)</td><td>40%</td><td>Within 16 weeks after effective contract date</td></tr><tr><td><b>Stage 3.</b> Organization of a 5-day study tour to one of the CIS countries for responsible specialists of Kazakhstan. Based on the results of the work performed provision of final informational and analytical report in Power Point format.</td><td>30%</td><td>Within 24 weeks after effective contract date</td></tr></table>			Deliverables	Percentage	Timing	<b>Stage 1.</b> Elaboration of an Action Plan and a training program for conduction a study tour to one of the CIS countries to learn the practice of initiating, conduction and monitoring government procurement of energy-efficient equipment and follow up discussion with the Customer.	30%	Within 4 weeks after effective contract date	<b>Stage 2.</b> Hiring lecturers (with provision of documents to UNDP project, confirming their experience and qualifications). Rent of conference room and necessary equipment, printing. Ensuring logistics for participants of 16 people from Kazakhstan (purchasing tickets, DSA and accommodation)	40%	Within 16 weeks after effective contract date	<b>Stage 3.</b> Organization of a 5-day study tour to one of the CIS countries for responsible specialists of Kazakhstan. Based on the results of the work performed provision of final informational and analytical report in Power Point format.	30%	Within 24 weeks after effective contract date
Deliverables	Percentage	Timing													
<b>Stage 1.</b> Elaboration of an Action Plan and a training program for conduction a study tour to one of the CIS countries to learn the practice of initiating, conduction and monitoring government procurement of energy-efficient equipment and follow up discussion with the Customer.	30%	Within 4 weeks after effective contract date													
<b>Stage 2.</b> Hiring lecturers (with provision of documents to UNDP project, confirming their experience and qualifications). Rent of conference room and necessary equipment, printing. Ensuring logistics for participants of 16 people from Kazakhstan (purchasing tickets, DSA and accommodation)	40%	Within 16 weeks after effective contract date													
<b>Stage 3.</b> Organization of a 5-day study tour to one of the CIS countries for responsible specialists of Kazakhstan. Based on the results of the work performed provision of final informational and analytical report in Power Point format.	30%	Within 24 weeks after effective contract date													
Person(s) to review/inspect/															

approve outputs/completed services and authorize the disbursement of payment	Project manager																																						
Type of Contract to be Signed	UNDP contract template for services providing																																						
Criteria for Contract Award	<p>Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</p> <p>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.</p>																																						
Criteria for the Assessment of Proposal	<p><b><u>Technical Proposal (70%, 1000 scores)</u></b></p> <p><input checked="" type="checkbox"/> Expertise of the Firm 35%</p> <p><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 35%</p> <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 30%</p> <table border="1"> <thead> <tr> <th colspan="2">Technical evaluation Summary</th><th>Weight</th><th>scores</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Expertise of the Firm</td><td>35%</td><td>350</td></tr> <tr> <td>2.</td><td>Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan</td><td>35%</td><td>350</td></tr> <tr> <td>3.</td><td>Management Structure and Qualification of Key Personnel</td><td>30%</td><td>300</td></tr> <tr> <td colspan="3"><b>Total</b></td><td><b>1000</b></td></tr> </tbody> </table> <table border="1"> <thead> <tr> <th colspan="3">Technical evaluation</th><th>Scores</th></tr> </thead> <tbody> <tr> <td colspan="4"><b>Expertise of the Firm</b></td></tr> <tr> <td colspan="3">1. Correspondence to the requirements:</td><td>300</td></tr> <tr> <td>1.1</td><td>At least 5 years of experience in organization of training events, seminars, conferences and technical trainings in the field of energy and energy efficiency: 5 years - 105 points; each</td><td></td><td></td></tr> </tbody> </table>			Technical evaluation Summary		Weight	scores	1.	Expertise of the Firm	35%	350	2.	Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan	35%	350	3.	Management Structure and Qualification of Key Personnel	30%	300	<b>Total</b>			<b>1000</b>	Technical evaluation			Scores	<b>Expertise of the Firm</b>				1. Correspondence to the requirements:			300	1.1	At least 5 years of experience in organization of training events, seminars, conferences and technical trainings in the field of energy and energy efficiency: 5 years - 105 points; each		
Technical evaluation Summary		Weight	scores																																				
1.	Expertise of the Firm	35%	350																																				
2.	Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan	35%	350																																				
3.	Management Structure and Qualification of Key Personnel	30%	300																																				
<b>Total</b>			<b>1000</b>																																				
Technical evaluation			Scores																																				
<b>Expertise of the Firm</b>																																							
1. Correspondence to the requirements:			300																																				
1.1	At least 5 years of experience in organization of training events, seminars, conferences and technical trainings in the field of energy and energy efficiency: 5 years - 105 points; each																																						

		additional year - 15 points, maximum - 150 points.	150		
	1.2	Experience in organization and implementation of abroad study tours (neighbouring countries and beyond) on technical issues for specialists from Kazakhstan: 2-3 events - 105 points; each additional event - 15 points, maximum - 150 points.	150		
	1.3	Experience with international organizations is an advantage.	50		
		Total			350

Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan		
2.1	The essence, methodology and expected results of the project correspond to the TOR and are reflected in the proposal.	200
2.2	Detailed schedule of work (must include the composition of a project team and distribution of responsibilities, descriptions of the methodology and stages of work, efficiency and expected results)	150
	Total:	350

Management Structure and Qualification of Key Personnel		
3.1	<b>Curriculum Specialist</b>	
	Correspondence to project requirements	
	Higher education in Economics or related studies: higher education – 35 points; Master’s degree – 45 points, higher qualification –50 points;	50
	At least 5 years of experience in development of curriculum programs and conceptual parts of study tours: 5 years – 70 points, each additional year - 10 points, maximum 100 points.	100
	Total	150
3.2	<b>Logistics specialist</b>	
	Correspondence to project requirements	
	Higher education in Economics or related studies: higher education – 35 points; Master’s degree – 45 points, higher qualification –50 points;	50
	At least 5 years of experience in organization of abroad study tours, preparation of reports and logistics issues solution: 5 years – 70 points, each additional year - 10 points, maximum 100 points.	100

	<table> <tr> <td></td><td>150</td></tr> <tr> <td>Total:</td><td>300</td></tr> </table> <p><b>Financial Proposal (30%)</b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>		150	Total:	300
	150				
Total:	300				
UNDP will award the contract to:	One and only one Service Provider				
Annexes to this RFP	Form for Submission of Proposal (Annex 2) Template of the Contract and General Terms and Conditions (Annex 3) Detailed TOR (Annex 4)				
Contact Person for Inquiries (Written inquiries only)	<p><i>Syrym Nurgaliyev, Project Manager "Energy Efficient Standards, Certification, and Labelling for Appliances and Equipment in Kazakhstan" syrym.nurgaliyev@undp.org</i></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>				
Electronic Submission Procedure	<p><b>Attention:</b> Applicants shall submit their bids by email: <a href="mailto:procurement.kz@undp.org">procurement.kz@undp.org</a></p> <p>Technical and financial parts of the Proposal must be submitted in separate files. The financial proposal must be protected by password. The password to the Financial Proposal must not be provided to UNDP until a request is received from a UNDP representative: Meruyert Bolyssaeva, Irina Yurchinskaya or Nelly Perevertova.</p> <ul style="list-style-type: none"> <li>-Document Format: PDF files only;</li> <li>-File names must have a maximum of 60 characters, which should not contain any special characters other than letters; File names must have a maximum of 60 characters, which should not contain any special characters other than letters;</li> <li>-Files must not contain viruses and be damaged;</li> <li>-Maximum file size for one electronic transmission: up to 20 MB;</li> <li>-Maximum number of electronic transmissions: 5 messages;</li> </ul> <p>Email subject shall indicate <b>RFP-2020-010 «Organization of study tour to one of the CIS countries to learn the practice of initiating, conducting and monitoring government procurement of energy-efficient equipment»</b></p> <p>In case of more than 1 transmission / message, please indicate the numerical order in the subject.</p>				

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>2</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>3</sup>)*

[insert: Location].

[insert: Date]

To: Nelly Perevertova  
Procurement Associate  
UNDP 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 dated *[specify date]*, 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, experience in «**Organization of study tour to one of the CIS countries to learn the practice of initiating, conducting and monitoring government procurement of energy-efficient equipment**»;
- b) Legal documents – Registration documents, Tax Payment Certification, etc.
- c) Financial report for the last 2 years: 2018-2019 - certificate of debts in the banks, tax and other organizations;
- d) Reputation - a table / list of clients for similar services required by UNDP, description of the objectives of the contract, duration, contact details;
- e) 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.
- f) Qualified and experienced personnel (copies of diplomas, resumes, certificates, etc.).
- g) At least three letters of recommendation from key clients over the past 2 years for similar services.

**B. Proposed methodology of services providing**

*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.*

<sup>2</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>3</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes



**C. Qualifications of Key Personnel**

*If required by the RFP, the Service Provider must provide :*

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs 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( percent)**



	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price</b> <i>(Weight for payment)</i>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>
1	<b>Deliverable 1</b> Elaboration of an Action Plan and a training program for conduction a study tour to one of the CIS countries to learn the practice of initiating, conduction and monitoring government procurement of energy-efficient equipment, and follow up discussion with the Customer.		
2	<b>Deliverable 2</b> Hiring lecturers (with provision of documents to UNDP project, confirming their experience and qualifications). Rent of conference room and necessary equipment, printing materials. Ensuring logistics for participants of 16 people from Kazakhstan (purchasing tickets, DSA and accommodation)		
3	<b>Deliverable 3</b> Organization of a 5-day study tour to one of the CIS countries for responsible specialists of Kazakhstan. Based on the results of the work performed provision of final informational and analytical report in Power Point format.		
	<b>Total</b>	100%	

**Overall proposal for the provision of services in accordance with technical specifications and requirements:**

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<b>I. Personnel Services</b> <i>(including salary and implementation of works based on the TOR)</i>				
• Curriculum specialist				
• Logistics specialist				
<b>II. Logistics Expenses</b>				

<b>III. Unplanned expenses (detailed description in case if any)</b>				
<b>IV. VAT (if applicable)</b>				
<b>Total amount (indicate the total amount of the services)</b>				



## Annex 3

<p>United Nations Development Programme</p>  <p><i>Empowered lives. Resilient nations.</i></p> <p>Contract for Services Between the United Nations Development Programme and [insert name of the Contractor]</p>	<p>Программа развития Объединённых Наций</p>  <p><i>Empowered lives. Resilient nations.</i></p> <p>Договор на оказание Услуг между Программой Развития Организации Объединённых Наций и [Название / имя Подрядчика]</p>
<p>1. Country Where Goods Will be Delivered and/or Services Will be Provided:</p> <p>_____</p> <p>_____</p>	<p>1. Страна, в которой будут поставляться Товары и / или предоставляться Услуги</p> <p>_____</p> <p>_____</p>
<p>2. UNDP [ ] Request for Quotation [ ] Request for Proposal [ ] Invitation to Bid [ ] direct contracting Number and Date:</p>	<p>2. ПРООН: [ ] запрос цен [ ] запрос предложения [ ] Приглашение на участие в тендере [ ] заключение договора без конкурсного отбора Номер и дата:</p>
<p>3. Contract Reference (e.g. Contract Award Number): _____</p>	<p>3. Ссылка на номер Договора (напр. Номер присуждения договора): _____</p>
<p>4. Long Term Agreement: [Yes] [No] [indicate as appropriate]</p>	<p>4. Долгосрочное соглашение: [Да] [Нет] [указать нужное]</p>
<p>5. Subject Matter of the Contract: [ ] goods [ ] services [ ] goods and services</p>	<p>5. Предмет Договора: [ ] товары [ ] услуги [ ] товары и услуги</p>
<p>6. Type of Services: _____</p>	<p>6. Тип услуг: _____</p>
<p>7. Contract Starting Date: _____</p>	<p>7. Дата начала Договора: _____</p>
<p>8. Contract Ending Date: _____</p>	<p>8. Дата окончания Договора: _____</p>
<p>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"]</p>	<p>9. Общая сумма Договора: [указать валюту и сумму цифрами и прописью] 9a Предоплата: [указать валюту и сумму цифрами и прописью или отметить «не применяется»]</p>
<p>10. Total Value of Goods and/or Services: [ ] below US\$50,000 (Services only) – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply</p>	<p>10. Общая стоимость Товаров и / или Услуг: [ ] Меньше 50.000 долл. США (только Услуги) - применяются Общие условия ПРООН для базовых (незначительных) договоров [ ] Меньше 50.000 долл. США (Товары или Товары и</p>

<input type="checkbox"/> below US\$50,000 (Goods <i>or</i> Goods and Services) – UNDP General Terms and Conditions for Contracts apply <input type="checkbox"/> equal to or above US\$50,000 (Goods <i>and/or</i> Services) – UNDP General Terms and Conditions for Contracts apply	Услуги) - применяются Общие условия для договоров ПРООН <input type="checkbox"/> 50 000 долл. США или больше (товары <i>и / или</i> услуги) - применяются Общие условия для договоров ПРООН
11. Payment Method: <input type="checkbox"/> fixed price <input type="checkbox"/> cost reimbursement	11. Способ оплаты: <input type="checkbox"/> фиксированная цена <input type="checkbox"/> возмещение расходов
12. Contractor's Name Address: Country of incorporation: Website:	12. Название (имя) Подрядчика: Адрес: Страна регистрации: Веб-страница:
13. Contractor's Contact Person's Name Title: Address: Telephone: Fax: Email:	13. Контактное лицо Подрядчика: Должность: Адрес: Телефон: Факс: Электронная почта:
14. UNDP Contact Person's Name Title: Address: Telephone: Fax: Email:	14. Контактное лицо ПРООН: Должность: Адрес: Телефон: Факс: Электронная почта:
15. Contractor's Bank Account to which payments will be transferred:  <b>Beneficiary:</b> Account name: Account number: Bank name: Bank address: Bank SWIFT Code: Bank Code: Routing instructions for payments:	15. Банковский счет Подрядчика, на который будут осуществляться платежи:  <b>Получатель:</b> Название счета: Номер счета: Название банка: Адрес банка: SWIFT-код: Код банка: Инструкции по назначению платежей:
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 <span style="color: red;">[delete if not applicable]</span> . 3. [UNDP General Terms and Conditions for Contracts] [UNDP General Terms and Conditions for Institutional (de minimis) Contracts] <span style="color: red;">[delete if not applicable and remove square brackets]</span> .	Настоящий Договор состоит из следующих документов, которые, в случае возникновения несоответствия, имеют преимущество друг перед другом в следующем порядке:  1. Данная титульная страница («Титульная страница») 2. Специальные условия ПРООН <span style="color: red;">[удалить, если не применяется]</span> . 3. [Общие условия ПРООН для договоров] [Общие условия ПРООН для базовых (незначительных) договоров] <span style="color: red;">[удалить, если не применяется, и удалить квадратные скобки]</span> .

<p>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].</p> <p>5. Technical Specifications for Goods [delete if not applicable].</p> <p>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.</p> <p>7. Discount Prices [to be used in cases where the Contractor is engaged on the basis of an LTA; delete if not applicable].</p> <p>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.</p> <p>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.</p> <p><b>IN WITNESS WHEREOF</b>, 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. In the event of any ambiguity or conflict between the English and Russian language versions, the English version shall prevail.</p>	<p>4. Техническое задание (ТЗ) и График платежей, которые включают описание услуг, предмет поставки и задачи по выполнению, плановые показатели, сроки поставки, график осуществления платежей и общую сумму договора [удалить, если не применяется].</p> <p>5. Техническая спецификация Товаров [удалить, если не применяется].</p> <p>6. Техническое и Финансовое предложение Подрядчика от [указать дату], с разъяснениями и уточнениями согласно утвержденному протоколу переговоров от [указать дату]; эти документы не прилагаются, но известны сторонам и находятся в их распоряжении, а также являются неотъемлемой частью настоящего Договора.</p> <p>7. Цены со скидкой [применяются в тех случаях, когда Подрядчик привлекается к сотрудничеству на основе долгосрочного соглашения; удалить, если не применяется].</p> <p>Все вышеперечисленное, включая все, на что ссылается этот документ, являет собой полный объем договоренностей («Договор») между Сторонами, при этом все предыдущие переговоры и / или договоренности, имеющие отношение к предмету настоящего Договора, теряют силу независимо от того, выполнены они в устной или в письменной форме.</p> <p>Настоящий Договор вступает в силу со дня проставления надлежащим образом уполномоченными представителями Сторон последней подписи на Титульной странице и прекращает свое действие в дату завершения Договора, указанную на Титульной странице. Внесение изменений и / или дополнений к настоящему Договору возможно лишь в случае оформления письменного соглашения надлежащим образом уполномоченными представителями Сторон.</p> <p><b>Настоящим удостоверяется</b>, что должным образом уполномоченные на это представители Сторон подписали настоящий Договор от имени Сторон в месте и в день, указанные ниже.</p> <p>В случае разночтений либо конфликта между английской и русской версиями, приоритетную силу имеет версия на английском языке.</p>
--	--

<b>For the Contractor:</b>  <b>Signature:</b> _____  <b>Name:</b> _____  <b>Title:</b> _____  <b>Date:</b> _____   <b>For UNDP:</b>  <b>Signature:</b> _____  <b>Name:</b> _____  <b>Title:</b> _____  <b>Date:</b> _____	<b>От имени Подрядчика:</b>  <b>Подпись:</b> _____  <b>Имя:</b> _____  <b>Должность:</b> _____  <b>Дата:</b> _____   <b>От имени ПРООН:</b>  <b>Подпись:</b> _____  <b>Имя:</b> _____  <b>Должность:</b> _____  <b>Дата:</b> _____
--	---

<p>United Nations Development Programme</p>  <p>Empowered lives. Resilient nations.</p> <p><b>GENERAL TERMS AND CONDITIONS FOR CONTRACTS</b></p>	<p>Программа развития Объединённых Наций</p>  <p>Empowered lives. Resilient nations.</p> <p><b>ОБЩИЕ УСЛОВИЯ ДЛЯ ДОГОВОРОВ</b></p>
<p>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.</p>	<p>Настоящий Договор заключен между Программой Развития Организации Объединенных Наций, дочерним органом Организации Объединенных Наций, основанном Генеральной ассамблеей Организации Объединенных Наций (далее - «ПРООН»), с одной стороны, и компанией / предприятием или организацией, указанной на Титульной странице настоящего Договора (далее - «Подрядчик»), с другой стороны.</p>
<p><b>1. LEGAL STATUS OF THE PARTIES:</b> UNDP and the Contractor shall be referred to as a "Party" or, collectively, "Parties" hereunder, and:</p> <p>1.1. Pursuant, <i>inter alia</i>, 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.</p> <p>1.2. The Contractor shall have the legal status of an independent contractor <i>vis-à-vis</i> 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.</p>	<p><b>1. ПРАВОВОЙ СТАТУС СТОРОН:</b> ПРООН и Подрядчик далее именуются как «Сторона» или совместно «Стороны» по настоящему Договору, и:</p> <p>1.1. В соответствии, среди прочего, с Уставом Организации Объединенных Наций и Конвенции о Привилегиях и Иммунитетах Организации Объединенных Наций, Организация Объединенных Наций, включая ее дочерние органы, имеет полную правосубъектность и пользуется такими привилегиями и иммунитетами, которые необходимы для независимой реализации ее целей.</p> <p>1.2. Подрядчик должен иметь правовой статус независимого подрядчика по отношению к ПРООН и ничто из того, что изложено в договоре или имеет к нему отношение, не может рассматриваться как установление или создание между Сторонами взаимоотношений на уровне работодателя и работника или принципала и агента. Должностные лица, представители, сотрудники или субподрядчики каждой из Сторон не должны во всех отношениях считаться сотрудниками или агентами другой стороны, при этом каждая Сторона будет нести ответственность самостоятельно за все претензии, вытекающие из или в связи с наймом таких физических или юридических лиц</p>
<p><b>2. OBLIGATIONS OF THE CONTRACTOR:</b> 2.1. The Contractor shall deliver the goods</p>	<p><b>2. ОБЯЗАННОСТИ ПОДРЯДЧИКА:</b> 2.1. Подрядчик должен предоставить товары,</p>

<p>described in the Technical Specifications for Goods (hereinafter the "Goods") and/or perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the "Services"), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory delivery of the Goods and/or performance of the Services.</p> <p>2.2. To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.</p> <p>2.3. The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.</p> <p>2.4. All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.</p>	<p>указанные в Технической спецификации на Товары (далее - «Товары»), и / или предоставить услуги, указанные в Техническом задании и Графике платежей (далее - «Услуги»), с должной ответственностью и эффективностью, а также в соответствии с настоящим Договором. Подрядчик также должен предоставить всю техническую и административную поддержку, которая необходима для обеспечения своевременного и удовлетворительного предоставления Товаров и / или Услуг.</p> <p>2.2. В тех случаях, когда Договор предусматривает покупку Товаров, Подрядчик предоставляет ПРООН письменное доказательство доставки Товаров. Такое доказательство доставки должно как минимум включать счет, сертификат / свидетельство соответствия, а также другие товаросопроводительные документы, которые будут указаны в Технической спецификации на Товары.</p> <p>2.3. Подрядчик подтверждает и гарантирует достоверность всей информации или данных, которые он предоставляет ПРООН для целей заключения настоящего Договора, а также качество исходных результатов и отчетов, предусмотренных настоящим Договором, с соблюдением самых высоких отраслевых и профессиональных стандартов.</p> <p>2.4. Все сроки, указанные в настоящем Договоре, обязательны для осуществления поставки Товаров и / или оказания услуг.</p>
<p><b>3. LONG TERM AGREEMENT:</b> 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:</p> <p>3.1. UNDP does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.</p> <p>3.2. Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Goods and/or Services from the Contractor hereunder.</p>	<p><b>3. ДОЛГОСРОЧНОЕ СОГЛАШЕНИЕ:</b> Если ПРООН привлекает Подрядчика на основе долгосрочного соглашения («ДС»), которая указана на Титульной странице настоящего Договора, следующие условия должны быть применены:</p> <p>3.1. ПРООН не гарантирует количество Товаров и / или Услуг, которое будет заказано в течение срока действия ДС.</p> <p>3.2. Любое структурное подразделение ПРООН, включая, среди прочего, подразделение Штаб-квартиры, Представительство страны или Региональный центр, а также любая организация структуры ООН, может заказывать Товары и / или Услуги у Подрядчика по этому Договору.</p> <p>3.3. Подрядчик обязуется предоставить Услуги и</p>



<p>3.3. The Contractor shall provide the Services and/or deliver the Goods, as and when requested by UNDP and reflected in a Purchase Order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a Purchase Order is issued.</p> <p>3.4. The Goods and/or Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.</p> <p>3.5. In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.</p> <p>3.6. The Contractor shall report semi-annually to UNDP on the Goods delivered and/or Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a Purchase Order for the Goods and/or Services during the reporting period.</p> <p>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.</p>	<p>/ или поставить Товары на условиях и в сроки, которые определены ПРООН и указаны в Заказе на покупку, регулируемый положениями и условиями настоящего Договора. Во избежание сомнений, ПРООН не имеет никаких правовых обязательств по отношению к Подрядчику до факта и момента выпуска Заказа на покупку.</p> <p>3.4. Товары и / или услуги должны предоставляться по ценам со скидками, которые прилагаются к настоящему Договору. Цены будут оставаться действительными в течение 3 лет от начальной даты, указанной на Титульной странице настоящего Договора.</p> <p>3.5. В случае любых выгодных технических изменений и / или снижения цен на товары и / или услуги в течение действия соглашения о предоставлении услуг, Подрядчик должен немедленно сообщить ПРООН об этом. ПРООН, в свою очередь, оценивает влияние любого такого события и может направить запрос на внесение изменений в соглашение о предоставлении услуг.</p> <p>3.6. Подрядчик должен каждые полгода направлять ПРООН отчет о поставленных товарах и / или предоставленных услугах, если иное не предусмотрено Договором. Все отчеты должны направляться Контактному лицу ПРООН, которое указано на Титульной странице настоящего Договора, а также в структурное подразделение ПРООН - заказчика товаров и / или услуг в отчетном периоде.</p> <p>3.7. Долгосрочное соглашение действует в течение максимум 2 лет и может быть продлено ПРООН еще на один год по взаимному согласию Сторон.</p>
<p><b>4. PRICE AND PAYMENT:</b></p> <p>4.1. <b>FIXED PRICE:</b> If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.</p> <p>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.</p>	<p><b>4. ЦЕНА И ОПЛАТА:</b></p> <p><b>4.1. ФИКСИРОВАННАЯ ЦЕНА:</b> если в качестве способа оплаты выбрана Фиксированная цена, в соответствии с Титульной страницей этого Договора, ПРООН должна уплатить Подрядчику фиксированную сумму, указанную на Титульной странице настоящего Договора, за выполненную и полную поставку Товаров и / или предоставление Услуг.</p> <p>4.1.1 Указанная на Титульной странице настоящего Договора сумма не подлежит корректировкам или пересмотру в связи с изменением цен, валютными колебаниями или в связи с фактическими расходами, которые Подрядчик понес при выполнении Договора.</p>

<p>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:</p> <p>4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.</p> <p>4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or provision of the Services</p>	<p>4.1.2 ПРООН осуществляет платежи Подрядчику в суммах и согласно графика платежей, который предусмотрен Техническим заданием и Графиком платежей, после завершения Подрядчиком соответствующей поставки и после принятия ПРООН оригиналов счетов, предоставленных Подрядчиком Контактному лицу ПРООН, указанному на Титульной странице настоящего Договора, вместе со всей сопроводительной документацией, которую может потребовать ПРООН.</p> <p>4.1.3 В счетах должны указываться поставленные единицы с соответствующими суммами к оплате.</p> <p>4.1.4 Платежи, совершенные ПРООН Подрядчику, не освобождают Подрядчика от его обязательств по настоящему Договору и не должны считаться принятием ПРООН товаров и / или услуг, поставленных / предоставленных Подрядчиком.</p>
<p>4.2. <b>COST REIMBURSEMENT:</b> If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.</p> <p>4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the delivery of the Goods and/or the provision of the Services.</p> <p>4.2.2 The Contractor shall not provide the Services and/or deliver the Goods or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.</p> <p>4.2.3 The Contractor shall submit original invoices or financial reports (as required by</p>	<p>4.2 <b>ВОЗМЕЩЕНИЕ РАСХОДОВ:</b> Если Возмещение расходов выбрано способом оплаты согласно Титульной страницы этого Договора, за выполненную и полную поставку товаров и / или предоставление услуг ПРООН должна уплатить Подрядчику сумму, не превышающую общую сумму, указанную на Титульной странице настоящего Договора.</p> <p>4.2.1 Указанная сумма является максимальной общей суммой возмещения расходов по настоящему Договору. Детализация затрат, изложенная в Финансовой части Титульной страницы настоящего Договора, должна указывать максимальный размер каждой категории расходов, подлежащих возмещению по настоящему Договору. Подрядчик в своих счетах или финансовых отчетах (по запросу ПРООН) должен указать сумму фактических расходов к возмещению, которые он понес при поставке товаров и / или предоставлении услуг.</p> <p>4.2.2 Подрядчик не может оказывать услуги и / или поставлять товары или оборудование, материалы и другие товарно-материальные ценности (ТМЦ), которые могут привести к возникновению расходов, размер которых превышает сумму, указанную на лицевой странице этого договора, или максимальный размер каждой категории расходов, указанный в детализации расходов в Финансовом предложении без предварительного письменного согласования Контактным лицом ПРООН.</p> <p>4.2.3 Подрядчик должен предоставить оригиналы счетов или финансовые отчеты (по запросу ПРООН)</p>

<p>UNDP) for the Goods delivered in accordance with the Technical Specifications for Goods and/or the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.</p> <p>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.</p> <p>4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or performance of the Services.</p>	<p>по товарам, поставленным в соответствии с Техническим заданием на Товары и/или Услуги и Графиком платежей. В таких счетах должны указываться поставленные единицы с соответствующими суммами к оплате. Они должны быть предоставлены Контактному лицу ПРООН вместе с сопроводительной документацией и актуальной стоимостью, которую может потребовать ПРООН.</p> <p>4.2.4 ПРООН осуществляет платежи Подрядчику после завершения Подрядчиком поставки соответствующей единицы (единиц) поставки согласно оригиналов счетов или финансовых отчетов (по запросу ПРООН) и после принятия ПРООН оригиналов счетов или финансовых отчетов. Такие платежи являются предметом любых особых условий возмещения, согласно детализации расходов в Финансовом предложении.</p> <p>4.2.5 Платежи, совершенные ПРООН Подрядчику, не освобождают Подрядчика от его обязательств по настоящему Договору и не должны считаться принятием ПРООН товаров и / или услуг, поставленных / предоставленных Подрядчиком.</p>
<p><b>5. ADVANCE PAYMENT:</b></p> <p>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.</p> <p>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.</p>	<p><b>5. ПРЕДОПЛАТА</b></p> <p>5.1 Если на Титульной странице настоящего Договора указана предоплата (авансовый платеж), Подрядчик должен предоставить оригинальный счет на сумму такого авансового платежа после подписания настоящего Договора Сторонами.</p> <p>5.2 Если авансовый платеж составляет 20 или более процентов общей стоимости договора, или составляет 30 тыс. долл. США или более, и должен быть осуществлен ПРООН после подписания Договора Сторонами, условием для осуществления такого платежа будет получение и прием ПРООН банковской гарантии или подтвержденного банком чека на полную сумму авансового платежа, которые действительны в течение всего периода действия договора и оформлены по форме, приемлемой для ПРООН.</p>
<p><b>6. SUBMISSION OF INVOICES AND REPORTS:</b></p> <p>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</p>	<p><b>6 ПРЕДОСТАВЛЕНИЕ СЧЕТОВ И ОТЧЕТОВ:</b></p> <p>6.1 Все оригиналы счетов, финансовые и другие отчеты и сопроводительные документы, которые необходимы в соответствии с настоящим Договором, должны быть отправлены Подрядчиком почтой Контактному лицу ПРООН. По запросу Подрядчика и в случае согласия ПРООН счета и</p>

<p>financial reports may be submitted to UNDP by fax or email.</p> <p>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.</p>	<p>финансовые отчеты могут направляться ПРООН по факсу или электронной почте.</p> <p>6.2 Все отчеты и счета Подрядчик должен направлять Контактному лицу ПРООН, указанному на Титульной странице настоящего Договора.</p>
<p><b>7 TIME AND MANNER OF PAYMENT:</b></p> <p>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.</p> <p>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.</p>	<p><b>7 СРОК И СПОСОБ ОПЛАТЫ:</b></p> <p>7.1 Счета должны быть оплачены в течение 30 (тридцати) дней с момента их принятия ПРООН. ПРООН обязана делать все возможное для принятия оригинала счета или для информирования Подрядчика о его неприятии в течение обоснованного периода времени после получения такого счета.</p> <p>7.2 Если предоставляются услуги, то, в дополнение к счету, Подрядчик должен предоставить ПРООН отчет, в котором подробно описываются Услуги, которые предоставлялись по Договору в течение периода времени, охваченного каждым отчетом.</p>
<p><b>8 RESPONSIBILITY FOR EMPLOYEES:</b> To the extent that the Contract involves the provision of the Services to UNDP by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:</p> <p>8.1. The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.</p> <p>8.2. The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.</p> <p>8.3. Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.</p> <p>8.4. At the option of and in the sole discretion of UNDP:</p>	<p><b>8. ОТВЕТСТВЕННОСТЬ ЗА СОТРУДНИКОВ:</b></p> <p>В тех случаях, когда Договор предусматривает предоставление ПРООН услуг должностными лицами, сотрудниками, агентами, служащими, субподрядчиками и другими представителями Подрядчика (вместе - «персонал Подрядчика»), применяются следующие положения:</p> <p>8.1. Подрядчик отвечает и принимает на себя все риски и ответственность, связанные с его персоналом и имуществом.</p> <p>8.2. Подрядчик отвечает за профессиональную и техническую компетентность своего персонала, которому он поручает выполнять работы по Договору, и будет выбирать надежных и компетентных лиц, способных эффективно выполнять обязательства по Договору и которые при выполнении таких обязательств придерживаются местного законодательства и правил и отвечают высоким стандартам морально-этического поведения.</p> <p>8.3. Такой персонал Подрядчика должен быть квалифицированным с профессиональной точки зрения и, в случае необходимости работы с должностными лицами или персоналом ПРООН, должен быть способен делать это эффективно. Квалификация любого персонала, которому Подрядчик может поручить или предложить выполнения каких-либо обязательств по Договору, должна быть не хуже, или лучше, чем квалификация любого персонала, предложенного Подрядчиком с самого начала.</p> <p>8.4. На выбор и на исключительное усмотрение ПРООН:</p>

<p>8.4.1 the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by UNDP prior to such personnel's performing any obligations under the Contract;</p> <p>8.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel's performing any obligations under the Contract; and,</p> <p>8.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP may reasonably refuse to accept any such personnel.</p> <p>8.5. Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:</p> <p>8.5.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.</p> <p>8.5.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.</p> <p>8.5.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.</p> <p>8.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.</p> <p>8.5.5 Any request by UNDP for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall</p>	<p>8.4.1 ПРООН имеет право проверять квалификацию персонала, предложенного Подрядчиком (<i>напр.</i>, Резюме), до начала выполнения таким персоналом любых обязательств по Договору;</p> <p>8.4.2 квалифицированный персонал или должностные лица ПРООН вправе проводить собеседования с любым сотрудником, предложенным Подрядчиком для выполнения обязательств по Договору, до начала выполнения таким персоналом любых обязательств по Договору; и</p> <p>8.4.3 в случаях, когда в соответствии со статьей 8.4.1 или 8.4.2 выше ПРООН проверила квалификацию такого персонала Подрядчика, ПРООН вправе обоснованно отклонить любого сотрудника.</p> <p>8.5. Требования, приведенные в Договоре о количестве или квалификации персонала Подрядчика, могут меняться в ходе выполнения Договора. Любые такие изменения должны вноситься только после письменного уведомления о предложенных изменениях и после письменного согласования Сторонами таких изменений, при этом применяются следующие положения:</p> <p>8.5.1 ПРООН имеет право в любое время запросить в письменном виде замену любого из сотрудников Подрядчика, а Подрядчик в таком случае не должен необоснованно отклонять такую просьбу.</p> <p>8.5.2 Никто из персонала Подрядчика, которому поручено исполнять обязанности по Договору, не может быть отозван или заменен без предварительного письменного согласия ПРООН, при этом ПРООН не может необоснованно задерживать с предоставлением такого согласия.</p> <p>8.5.3 Отзыв или замена персонала Подрядчика должна осуществляться как можно быстрее и таким образом, чтобы это не имело негативных последствий на выполнение обязательств по Договору.</p> <p>8.5.4 Все расходы, связанные с отзывом или заменой персонала Подрядчика, в любом случае несет исключительно Подрядчик.</p> <p>8.5.5 Ни одна просьба ПРООН отозвать или заменить персонал Подрядчика не должна считаться прекращением, полным или частичным, действия Договора, при этом ПРООН не несет ответственности за отозванный или замененный персонал.</p>
---	--

<p>not bear any liability in respect of such withdrawn or replaced personnel.</p> <p>8.5.6 If a request for the withdrawal or replacement of the Contractor's personnel is not based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.</p> <p>8.6 Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.</p> <p>8.7 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:</p> <p>8.7.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;</p> <p>8.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.</p> <p>8.8 Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.</p>	<p>8.5.6 Если просьба отозвать или заменить персонал Подрядчика не основывается на невыполнении или невозможности выполнения Подрядчиком своих обязательств по Договору, ненадлежащем исполнении обязанностей персоналом, или на несостоятельности такого персонала корректно работать с должностными лицами и персоналом ПРООН, в таком случае, в результате такой просьбы отозвать или заменить персонал Подрядчика, Подрядчик не будет нести ответственность за любые задержки при выполнении им своих обязательств по Договору, которые, главным образом, стали результатом отзыва или замены такого персонала.</p> <p>8.6 Ничто в изложенных выше пунктах 8.3, 8.4 и 8.5 нельзя считать создающим для ПРООН любых обязательств по отношению к персоналу Подрядчика, которому поручено выполнение работ по Договору, при этом исключительную ответственность за такой персонал будет продолжать нести Подрядчик.</p> <p>8.7 Подрядчик отвечает за то, что весь персонал, которому Подрядчик поручил выполнение любых обязательств по Договору и который может иметь доступ к любым помещениям и другому имуществу ПРООН, должен:</p> <p>8.7.1 пройти проверку безопасности или отвечать требованиям такой проверки, о которых ПРООН сообщила Подрядчику, включая, среди прочего, проверку на наличие судимостей;</p> <p>8.7.2 при нахождении на территории помещений или имущества ПРООН предъявлять такие идентифицирующие документы, которые могут быть приняты и предоставлены должностным лицам службы безопасности ПРООН, при этом в случае отзыва или замены любого персонала, или при прекращении или завершении действия Договора, такой персонал должен вернуть ПРООН все такие идентифицирующие документы для их аннулирования.</p> <p>8.8 В течение 1 (одного) рабочего дня с момента получения информации о том, что правоохранительные органы обвинили кого-либо из сотрудников Подрядчика, у которого есть доступ к любым помещениям ПРООН в совершении правонарушения, кроме незначительных нарушений правил дорожного движения, Подрядчик должен в письменном виде сообщить ПРООН об известных на тот момент подробностях обвинения, а также продолжать информировать ПРООН о всех существенных изменениях в решении таких обвинений.</p>
---	---

<p>8.9 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.</p> <p>8.10 The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.</p> <p>8.11 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 8.10 above.</p>	<p>8.9 Вся деятельность Подрядчика, в том числе хранения оборудования, материалов, ТМЦ и запчастей, на территории помещений или имущества ПРООН должна ограничиваться согласованными или разрешенными ПРООН участками. Персонал Подрядчика не должен заходить или находиться на территории, в помещениях или с имуществом ПРООН, а также не должен хранить или утилизировать любое свое оборудование или материалы на таких участках, без соответствующего разрешения ПРООН.</p> <p>8.10 Подрядчик должен (i) разработать соответствующий план безопасности и внедрить его с учетом обстановки в стране и на территории предоставления услуг; и (ii) принять на себя все риски и ответственность за безопасность и полную реализацию плана безопасности.</p> <p>8.11 ПРООН оставляет за собой право проверять наличие такого плана и предлагать изменения к нему в случае необходимости. Отсутствие соответствующего плана безопасности, требуемое этим документом, а также его невыполнение, будет считаться нарушением условий настоящего Договора. Несмотря на вышеуказанное, Подрядчик будет продолжать нести ответственность за безопасность своего персонала и имущество ПРООН, которое находится у него на хранении, в соответствии с пунктом 8.10 выше.</p>
--	---

**9. ASSIGNMENT:**

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

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

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

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

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

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

**9. ПЕРЕУСТУПКА ПРАВ:**

9.1. За исключением пункта 9.2 ниже, Подрядчик не может переуступать, отчуждать, передавать в залог или любым другим образом распоряжаться Договором, любой его частью, или любым правом, претензией или обязательством по Договору без предварительного письменного разрешения ПРООН. Любое такое отступление, передача, предание в залог или распоряжение Договором, любой его частью, любыми правами, претензиями или обязательствами по ним, или любая попытка такого распоряжения, не будет иметь юридической силы для ПРООН. За исключением случаев, когда это касается определенных уже согласованных субподрядчиков, Подрядчик может передавать любые свои обязательства по настоящему Договору только при условии предварительного письменного разрешения ПРООН. Любая такая передача или любая попытка такой передачи в других случаях не будет иметь юридической силы для ПРООН.

9.2. Подрядчик вправе переуступать или иным образом передавать Договор субъекту-правопреемнику, который появился в результате реорганизации предприятия Подрядчика, при условии, что:

9.2.1. такая реорганизация не является результатом процедуры банкротства, ликвидации или других подобных процедур; и

9.2.2. такая реорганизация возникает в результате продажи, слияния или поглощения всех или существенной части активов или прав собственности Подрядчика; и

9.2.3. Подрядчик безотлагательно информирует ПРООН о такой уступке или передаче прав при первой возможности; и

9.2.4. лицо-реципиент такой уступки или передачи в письменном виде соглашается соблюдать условия и положения Договора, при этом такое письменное согласие должно быть безотлагательно предоставлено ПРООН сразу после такой уступки или передачи.



## Terms of Reference

I. Information	
<b>Project:</b>	UNDP-GEF Project: "Energy Efficient Standards, Certification, and Labelling for Appliances and Equipment in Kazakhstan"
<b>Title:</b>	Organization of study tour to one of the CIS countries to learn the practice of initiating, conducting and monitoring government procurement of energy-efficient equipment
<b>Duty Station:</b>	Home-based,
<b>Duration</b>	6 months after the effective contract start date
<b>Type of Contract:</b>	UNDP contract for services providing
II. Project description	
<p>Since the late 1990s, electricity consumption in Kazakhstan has been steadily increasing, leading to high CO<sub>2</sub> emissions, largely due to coal-based electricity generation. The total annual volume of such emissions in 2014 amounted to about 70 million tons. At the same time, significant technical potential for reducing emissions has a direction to increase the efficiency and popularization of energy-intensive electric household appliances and equipment - primarily refrigerators, distribution transformers and motors. However, today this direction remains undeveloped due to the lack of clear legislative regulation and reliable information on the performance and economic impact of energy-efficient solutions available on the Kazakhstan market.</p> <p>The project stipulates the implementation of comprehensive measures aimed at overcoming the above barriers. One of the main objectives of the Project is development and implementation of minimum energy efficiency standards (MEPS), the international experience of which demonstrates their effectiveness in ensuring large-scale energy savings. The project will also promote the implementation of high energy efficiency standards (HEPS) on a voluntary basis, combined with systematic product labeling. Along with participation in standard-setting activities (MEPS, HEPS) and the formation of a legal framework, including procurement processes. The project will provide methodological and technical (equipping / re-equipping) assistance to accredited certification laboratories that will monitor the compliance of instruments and equipment with the developed standards.</p> <p>At the same time, the annual growth in consumer demand and industrial progress, intensive marketing and advertising strategies have led to a widespread increase in the use of energy-consuming devices. Besides, it shall be also taken into account the annual depreciation of the equipment fleet, both domestic and industrial.</p> <p>All this leads to an increase in electricity consumption, and as a consequence, the need to build additional energy-generating capacities. In industry, the main consumer of electricity is electric motors and transformers, and in everyday life - refrigerators and air conditioners.</p> <p>In 2015, in Kazakhstan, electricity consumption when using refrigerators and air conditioners, motors and transformers amounted to about 40 TW * h. Without interfering in this process and introducing requirements aimed at reducing electricity consumption when using all four of these types of equipment, consumption by 2030 will increase to 87 TWh, which is more than half of the total energy balance in Kazakhstan.</p> <p>Studies also show an increase in imports of the above equipment. Major purchasers of these equipment are state and quasi-state sector entities.</p> <p>Given the importance of this issue, in 2019, proposals were made in the Concept of the draft Law of the Republic of Kazakhstan "On Amending and Adding to Some Legislative Acts of the Republic of Kazakhstan on Energy Saving and Improving Energy Efficiency" when procuring household appliances</p>	

and equipment by state institutions and entities quasi-government sector; and compliance monitoring.

Therefore, it is very important initially to clearly define the organizational model for the procurement of energy-efficient equipment in Kazakhstan, as well as pay attention to the training and improvement of the competence of responsible specialists. The study of the existing experience of the CIS countries is relevant.

Thus, according to the Project Annual Work Plan for 2020, under Component 1, to organize the study tour to one of the CIS countries to learn the practice of initiating, conduction and monitoring government procurement of energy-efficient equipment, it was planned to attract services of a company (hereinafter - the Supplier), which has the appropriate reputation, competence and experience in carrying out work of such kind.

### **III. Scope of work**

The main goal of this work is to organize a study tour to one of the CIS countries to learn the practice of initiating, conduction and monitoring government procurement of energy-efficient equipment (in the methodology, the Provider must provide the rationale for the selected country).

Participants: specialists of authorized state organizations, local executive bodies and organizations of the quasi-state sector (responsible procurement specialists), representatives of relevant organizations and industry experts.

Quantity of participants: the group of 16 people.

Duration of the training: 5 days.

#### **Work Stages:**

##### **Stage 1.**

- Development of an Action Plan and a training program for conduction a study tour to one of the CIS countries to learn the practice of initiating, conduction and monitoring government procurement of energy-efficient equipment, and follow up discussion with the Customer;
- Preparation and approval of curriculum program with the Customer, indicating all planned meetings, visits to testing laboratories and logistics. The following issues must be considered:
  - legislative base and methodology (standards, rules, regulations and other regulatory documents) for the procurement of energy-efficient equipment by organizations of the state and quasi-state sector;
  - practical examples of conduction and monitoring government procurement of energy-efficient equipment (including the purchase of energy-efficient household refrigerators, electric motors, and distribution transformers);
  - development of technical specifications, elaboration of budget applications and other documents for purchase of energy-efficient equipment by organizations of the state and quasi-state sector;
  - creation of list of equipment, development of technical specifications and energy efficiency requirements for household appliances and equipment in procurement planning;
  - procurement monitoring issues, including compliance by suppliers with energy efficiency requirements;
  - study of measures to increase the responsibility of suppliers, various mechanisms of fines and the provision of guarantees for energy-efficient equipment;
  - lessons learned: pros and cons, practical recommendations;
  - other issues related to state and quasi-state purchases of energy-efficient equipment

**Stage 2.**

- Implementation of Action Plan agreed with the Customer, which should include the following mandatory activities:
  - selection of lecturers and experts, recruitment of staff for lecture and practical sessions with the provision of documents confirming their experience and qualifications;
  - rent of conference room and the necessary equipment, organization of coffee breaks;
  - development of printing materials for participants;
  - providing logistics for 16 people from Kazakhstan (buying tickets, paying DSA, including accommodation).

**Stage 3.**

Implementation of Action Plan agreed with the Customer, including the following mandatory measures:

- Organization of a 5-day study tour to one of the CIS countries for responsible specialists of Kazakhstan;
- Based on the results of the work performed, provide a final information and analytical report with presentation in Power Point format.

**Expected deliverables:**

The deadlines for completing the tasks will be carried out according to the following table:

#	Deliverables	Timing	Approved
1.	<b>Stage 1.</b> Development of an Action Plan and a training program for conduction a study tour to one of the CIS countries to learn the practice of initiating, conduction and monitoring government procurement of energy-efficient equipment, and follow up discussion with the Customer.	Within 4 weeks after effective contract date	Project Manager
2.	<b>Stage 2.</b> Hiring lecturers (with provision of documents to UNDP project, confirming their experience and qualifications). Rent of conference room and necessary equipment, printing materials. Ensuring logistics for participants of 16 people from Kazakhstan (purchasing tickets, DSA and accommodation)	Within 16 weeks after effective contract date	Project Manager
3.	<b>Stage 3.</b> Organization of a 5-day study tour to one of the CIS countries for responsible specialists of Kazakhstan. Based on the results of the work performed provision of final informational and analytical report in Power Point format.	Within 24 weeks after effective contract date	Project Manager

**IV. Institutional arrangement:**

- The supplier coordinates the actions and reports to the project manager;
- The supplier ensures timely and rational planning, implementation of scope of work and achievement of results in accordance with the statement of work;
- The supplier ensures full compliance with the requirements of the contract;
- The supplier is responsible for the quality of documents prepared in accordance with the schedule;
- Documents must be submitted in Russian in MS Word (2007 or later). Font: Calibri, size: 12. Presentations at Power Point (2007 or later).

A contract for the provision of services for a period of 6 months to fulfill all expected results. Work shall begin from the moment of signing the contract. After receiving all reporting documents from the Supplier, the project manager provides comments / recommendations and confirmation of acceptance of work within 4-5 days.

**Duration:** 6 months after effective contract date

**Duty station:** Home-based.

In case of travelling, all travel expenses, rent of equipment, subcontracts, translation and communication services and other expenses associated with this work should be included in the price offer.

Due to the fact that the range of issues covered during the performance of this work may go beyond the capabilities of a single organization, the organization has the right to form a consortium (an informal association of several enterprises) and (or) attract third-party highly qualified specialists from other organizations.

#### **V. Required skills and experience:**

- At least 5 years of experience in the organization of training events, seminars, conferences and technical trainings in the field of energy and energy efficiency;
- Experience in organization and conduction of study tours on technical issues;
- A list of clients for similar services for the last 3 years, with indication of the customer, description of the objectives of the contract, duration, contact details, year and cost;
- Qualified and experienced personnel with higher education, with at least 5 years of experience:
  - A Curriculum specialist, with higher education in economics or related sciences, with at least 5 years of experience in development of curriculum programs and conceptual parts of study tours;
  - A Logistic specialist, with a higher education in economics or related sciences, with at least 5 years of experience in organization of abroad study tours, preparation of reports and logistics issues solution;
- At least three letters of recommendation from key clients over the past 2 years for similar services;
- Experience with international organizations is an advantage.
- Detailed schedule of work (must include the composition of a project team and distribution of responsibilities, descriptions of the methodology and stages of work, efficiency and expected results).

#### **VI. Recommendations to submission of offers**

The following documents must be provided:

- a) Properly completed form for submitting proposal, it is necessary to use the UNDP template (Annex2);
- b) Brief description of why the company / organization considers itself the most suitable for the performance of this work, as well as the methodology explaining the approach that will be applied and how the task will be carried out. The methodology is recommended for the implementation of intellectual services, but may not be included for support services [Note: at the discretion of the support services];
- c) Financial proposal indicating total amount of the contract, including all costs, as well as their breakdown according to the template. If the tenderer is an organization / company / institution and he / she believes that his / her employer will appoint a management fee during his / her exemption for work within the UNDP loan repayment agreement, then the tenderer must indicate this clause and ensure that all costs are properly included in the financial proposal provided to UNDP.

## **VII. Payment terms:**

Financial proposal shall include all expenses of the company, including fee, transportation costs in Kazakhstan, communication costs and any other relevant expenses for the performance of the task and required to obtain the above results.

Payment will be made after the approval of the interim reports, based on the above results by the project manager. The contract price will be fixed regardless of changes in cost components.

%	Stage of work
30	Deliverable 1
40	Deliverable 2
30	Deliverable 3