REQUEST FOR PROPOSAL (RFP)

<table>
<thead>
<tr>
<th>Project # 101036 “Institutional Capacity Building and Raising Awareness of the Improved Management of Irrigation Water Supply Systems and Drainage Networks in the Almaty and Turkestan Oblasts</th>
<th>DATE: 17/04/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP-2020-019 to provide professional services in the development of institutional and capacity need assessment of Kazvodkhoz and development of state water management program of Kazakhstan for 2020-2030 and master plan on private-public partnership in the water sector of Kazakhstan.</td>
<td></td>
</tr>
</tbody>
</table>

Dear Sir / Madam:

We kindly request you to submit your Proposal for “to provide professional services in the development of institutional and capacity need assessment of Kazvodkhoz and development of state water management program of Kazakhstan for 2020-2030 and master plan on private-public partnership in the water sector of Kazakhstan.”.

Your offer, comprising of Technical and Financial Proposals (financial proposal must be protected by password) should be submitted on or before 11 a.m Nur-Sultan time zone, May 04, 2020 through e-mail on procurement.kz@undp.org with reference note to the RFP-2020-019

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/unscc/conduct_en.pdf

Thank you and we look forward to receiving your Proposal.

Arman Kashkinbekov
Head of SDU
17 April 2020

Yerlan Zhumabayev
Portfolio manager
17 April 2020

Annex 1

Description of Requirements

<table>
<thead>
<tr>
<th>Context of the Requirement</th>
<th>The project aims to develop the potential of the state-owned enterprise Kazvodkhoz and its branches in the Almaty region and in the regions of the Turkestan region by improving the management of institutional changes and improving the management and management of irrigation and drainage systems, which will serve as an example for all of Kazakhstan. The project contributes to an increase in the area of irrigated land and the involvement of new agricultural enterprises and private individuals in a more profitable agricultural production on irrigated lands and drainage lands, and contributes to the diversification of agriculture, which should also socially improve the life of the rural population living in Almaty and Turkestan regions.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementing Partner of UNDP</td>
<td>Ministry of Ecology, Geology and Natural Resources of RK</td>
</tr>
<tr>
<td>------------------------------</td>
<td>----------------------------------------------------------</td>
</tr>
<tr>
<td>Brief Description of the Required Services¹</td>
<td>The contractor will have to provide support and assistance in developing recommendations and necessary measures for assessing the needs for the development of the institutional and personnel potential of Kazvodkhoz and developing a development strategy for Kazvodkhoz for 2020-2030. and preparing a master plan for the development of a public-private partnership system in the water sector of the Republic of Kazakhstan, including i) the potential for the development of a “water market” in Kazakhstan, ii) public-private partnerships, iii) scientific support for the industry, iv) digitalization and Smart water, v) environmental status; vi) legislative aspects.</td>
</tr>
<tr>
<td>List and Description of Expected Outputs to be Delivered</td>
<td>As per the TOR</td>
</tr>
<tr>
<td>Person to Supervise the Work/Performance of the Service Provider</td>
<td>Project Manager, Yerlan Zhumabayev</td>
</tr>
<tr>
<td>Frequency of Reporting</td>
<td>As per the TOR</td>
</tr>
<tr>
<td>Progress Reporting Requirements</td>
<td>As per the TOR</td>
</tr>
<tr>
<td>Location of work</td>
<td>At the location of the Contractor, Republic of Kazakhstan</td>
</tr>
<tr>
<td>Expected duration of work</td>
<td>4 months from the date of signing of the contract</td>
</tr>
<tr>
<td>Target start date</td>
<td>Approximately June 1, 2020</td>
</tr>
<tr>
<td>Latest completion date</td>
<td>Approximately October 1, 2020</td>
</tr>
<tr>
<td>Travels Expected</td>
<td>Not required</td>
</tr>
<tr>
<td>Implementation Schedule indicating breakdown and timing of activities/sub-activities</td>
<td>Not required</td>
</tr>
<tr>
<td>Services provided by UNDP (should be excluded from the Financial Proposal)</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Implementation schedule with a breakdown and indication of the</td>
<td>Required</td>
</tr>
</tbody>
</table>

¹ A detailed information is provided in the Annex IV, Technical specification (TOR).
<table>
<thead>
<tr>
<th>Timing of all types of work</th>
<th>Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Names and curriculum vitae of individuals who will be involved in completing the services</td>
<td>Required</td>
</tr>
<tr>
<td>Currency of Proposal</td>
<td>local currency – tenge (KZT)</td>
</tr>
<tr>
<td>Value Added Tax on Price Proposal</td>
<td>* Must be exclusive of VAT and other applicable indirect taxes</td>
</tr>
<tr>
<td>*If applicable</td>
<td></td>
</tr>
<tr>
<td>Validity Period of Proposals (Counting for the last day of submission of quotes)</td>
<td>☒ 90 days</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td>Pre-bid meeting</td>
<td>Time: 03:00 p.m Nur-Sultan time zone</td>
</tr>
<tr>
<td></td>
<td>Date: 24 April, 2020</td>
</tr>
<tr>
<td></td>
<td>Venue: Skype-call</td>
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<tr>
<td></td>
<td>All interested parties shall send a preliminary notification to: <a href="mailto:nelly.perevertova@undp.org">nelly.perevertova@undp.org</a> with copy to <a href="mailto:firuz.ibrohimov@undp.org">firuz.ibrohimov@undp.org</a></td>
</tr>
<tr>
<td>Partial Quotes</td>
<td>☒ Not permitted</td>
</tr>
</tbody>
</table>

**Payment Terms**

<table>
<thead>
<tr>
<th>№</th>
<th>Outcomes</th>
<th>Due</th>
<th>Share%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Detailed Work Plan and Work Methodology.</td>
<td>Within 2 weeks from the date of the contract</td>
<td>10%</td>
</tr>
</tbody>
</table>
| 2 | - Report on the Kazakhstan’s “water market” building capacity:  
  - A summary water market analysis has been presented, problems and solutions have been described in accordance with the approved Concept of the State Kazakhstan’s Water Management Program for 2020-2030;  
  - An international water market analysis, as well as an Action Plan for the fulfillment of the above tasks have been presented;  
  - Draft regulatory acts for fulfillment of the above tasks have been presented.  
- PPP reports:  
  - A summary water sector analysis has been presented, problems and solutions have been described in accordance with the approved Concept of the State Kazakhstan’s Water Management Program for 2020-2030 | Within 4 weeks from the date of the contract | 40% |
Water Management Program for 2020-2030;
- An international cooperation analysis, as well as an Action Plan for fulfillment of the above tasks have been presented;
- Draft regulatory acts for fulfillment of the above tasks have been presented.
- Reports on the analysis and building up the development capacity of public-private partnerships:
  - An irrigation sector analysis and assessment, existing development strategies and action plans to develop the hydraulic structures have been presented.
  - A report on the international best practices in PPPs development (as exemplified in Australia and France) has been presented;
  - An assessment of and report on PPP promotion opportunities and tools to be used in Kazakhstan, given the specifics of the private sector, a quasi-state partner (resident and non-resident) and potential engaging other international or foreign participants have been presented.
- PPP Standard Solutions Reports:
  - A report describing the state partner – private partner relationships by concluding a PPP agreement and preparing example contracts with private partners, quasi-state partners (resident and non-resident) and other international or foreign partners or participants has been presented.
  - A report describing the joint participation of partners in the implementation of PPPs as regards the public assets management within PPPs has been presented.
  - A flow chart of public assets trust management within PPP has been presented.
  - A report describing the issues and opportunities of public assets hiring within PPP has been presented.
  - A report on the potential and opportunities of leasing public assets based on PPP has been presented.
- Reports on Research and HR support:
• A summary analysis of water sector HR policy has been presented, problems and solutions have been described in accordance with the approved Concept of the State Kazakhstan’s Water Management Program for 2020-2030;
• An analysis of water sector research support, as well as an Action Plan for fulfillment of the above tasks have been presented;
• Draft regulatory acts for fulfillment of the above tasks have been presented.

- Digitalization and Smart Water Reports:
  • A summary analysis of digitalization, Smart Water, water conservation, as well as related problems, in accordance with the approved Concept of the State Kazakhstan’s Water Management Program for 2020-2030 has been presented;
  • An Action Plan on digitalization, “Smart Water” and water conservation for the fulfillment of the above tasks has been presented;
  • Draft regulatory acts for fulfillment of the above tasks have been presented.

- Ecology Reports:
  • A summary water sector analysis has been presented, problems and solutions have been described in accordance with the approved Concept of the State Kazakhstan’s Water Management Program for 2020-2030;
  • An analysis on the harmonization of the water resources strategy and program with the UN sustainable development goals and the methods necessary for its implementation in the water sector of Kazakhstan has been presented;
  • Draft regulatory acts for the fulfillment of the above tasks have been presented.

- Legislation Reports:
  • A summary water sector legal framework analysis has been presented, the existing problems and related solutions have been described in accordance with the approved Concept of the State Kazakhstan’s
### Water Management Program for 2020-2030;

- An international legal analysis has been presented;
- Draft regulatory legal acts have been presented to eliminate the existing conflicts in the water sector.

- **PPP Reports:**
  - A report on the Kazakhstan's “water market” building capacity:
    - An analysis of implemented global national projects, as well as an Action Plan for the implementation of such practices has been presented;
    - A list of regulatory legal acts for introducing relevant norms into the current laws has been presented.
  - **PPP reports:**
    - An PPP development analysis, as well as an Action Plan for the implementation of such practices have been presented;
    - A list of regulatory legal acts for introducing relevant norms into the current laws has been presented.
  - **5**

- **Reports on the analysis and building up the development capacity of public-private partnerships:**
  - A report on the potential market demand for PPP in the irrigation sector of Kazakhstan and the interest of the international community in the development of PPP in Kazakhstan,
specifying the interested companies or potential companies willing to work or enter the Kazakhstan market as part of PPP projects in the water sector has been presented.

- A report describing potential sample cases or models of PPP in the irrigation sector, that would account for the main hydraulic structures available in Kazakhstan and other infrastructure facilities of the RSE KazVodKhoz has been presented. Describe various ways of establishing such PPPs feasible within the water sector of Kazakhstan. The report should describe various ways of establishing such PPPs feasible within the water sector of Kazakhstan.

- A PPP development roadmap for the water sector of Kazakhstan has been presented, the roadmap shall include promotion of cooperation with basin water authorities (to work out joint modernization activities), involvement of international financial institutions through funding and technical assistance, and raising foreign investment, engaging technology and transfer of knowledge, holding road shows for investors.

- PPP Standard Solutions Reports:

  - Two standard master plans/business plans for two PPP facilities in Kazakhstan have been presented. Using standard package solutions, project developers must describe and detail various methods of financing depending on objects/facilities, basins and plans for the development of irrigated lands, regions and other factors. To provide for a medium- or long-term of PPP implementation (from 3 to 30 years) under two standard package solutions. Standard package solutions should include plans for the design, construction, reconstruction and modernization of hydraulic structures and the operation of the RSE KazVodKhoz assets.

  - A PPP use restrictions list and a list of objects not subject to alienation in PPPs have been developed and presented.
• A report on intersectoral collaboration within PPP projects.

- Reports on Research and HR support:
  • An analysis of international experience in training water sector specialists in modern practices and skills, and research support, has been presented;
  • A Plan for training the water sector personnel in modern skills and practices has been presented;
  • Draft regulatory acts for this focus area have been presented.

- Digitalization and Smart Water Reports:
  • An analysis of the water infrastructure has been presented;
  • An Action Plan for this focus area has been presented;
  • Draft regulatory acts for fulfillment of these activities have been presented.

- Ecology Reports:
  • An analysis of the environment-friendly optimal use of water resources, as well as an Action Plan for this focus area have been presented;
  • A list of regulatory legal acts for introducing relevant norms into the current laws has been presented.

- Legislation Reports:
  • An institutional analysis has been presented;
  • An Action Plan for an institutional reform has been presented;
  • Draft regulatory acts for fulfillment of these activities have been presented.

- Project Management Report:
  • An analysis of water sector project management, as well as the related Action Plan;
  • A list of regulatory legal acts for introducing relevant norms into the current laws has been presented.

- A PR expert report including information on the following key outputs:
  • The following information and analytical materials (in the electronic format) have been prepared, agreed and delivered to UNDP:
    ✓ a Development Strategy of KazVodKhoz;
    ✓ an Integrated Financial Strategy;
    ✓ a Public-private Partnership Concept and a Master Plan;
|   | Sustainable Land and Water Management Booklet.  
|   | - One online public hearing and two online validation workshops for KazVodKhoz employees in 9 regions of Kazakhstan have been held as part of drafting a Development Strategy of KazVodKhoz;  
|   | - Information support and media coverage have been provided to inform the public of drafting the KazVodKhoz Development Strategy, including issues and potential of public-private partnerships in the water sector, digital solutions, etc. (prepared press releases, materials in leading print and online media, materials for UNDP online resources (website, social networks));  
|   | - Information, news materials for the media and UNDP online platforms have been prepared as part of the public online hearings and workshops.  
| 4. | - An Action Plan to the State Program has been presented aiming at improving the following:  
|   | - Development of a “water market" in Kazakhstan;  
|   | - PPP development;  
|   | - Research and operational HR support for the sector;  
|   | - Digitalization and Smart Water development;  
|   | - Environmental protection;  
|   | - Legislation and regulation of the sector;  
|   | - Project Management.  
|   | - A final performance report has been presented.  
|   |   |   | Within 8 weeks from the date of the contract  
|   |   |   | 20%  
| Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment | Project Manager, Yerlan Zhumabayev  
| Type of Contract to be Signed | UNDP contract template for services providing  
| Criteria for Contract Award | Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)  

10
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

<table>
<thead>
<tr>
<th>Technical Proposal (70% 1000 scores)</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒ Expertise of the Firm 20%</td>
</tr>
<tr>
<td>☒ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 30%</td>
</tr>
<tr>
<td>☒ Management Structure and Qualification of Key Personnel 50%</td>
</tr>
</tbody>
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<tr>
<th>Financial Proposal (30%)</th>
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<tbody>
<tr>
<td>To be computed as a ratio of the Proposal’s offer to the lowest price among the proposals received by UNDP.</td>
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</table>

### UNDP will award the contract to:

One and only one Service Provider

### Annexes to this RFP

- ✔ Proposal submission form (Appendix 2): 2a - to submit a technical proposal; 2b - to submit a financial proposal
- ✔ Contract and General Terms and Conditions (Appendix 3)
- ✔ Detailed terms of reference (Appendix 4)

### Contact Person for Inquiries (Written inquiries only)

Yerlan Zhumabayev,  
*Portfolio Manager, SLWM Portfolio* yerlan.zhumabayev@undp.org

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.
Electronic Submission Procedure

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

Technical and financial parts of the Proposal must be submitted in separate files. The financial proposal 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.

A proposal consisting of a Technical and Financial proposal must be submitted no later than 11:00 at the time of Nur-Sultan, May 04, 2020.

- Document Format PDF files only;
- 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;
- Files must not contain viruses and be damaged;
- Maximum file size for one electronic transmission: up to 20 MB;
- Maximum number of electronic transmissions: 5 messages;


In case of more than 1 transmission / message, please indicate the numerical order in the subject.

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**STRUCTURE OF ASSESSMENT CRITERIA - technical proposal (70%)**

<table>
<thead>
<tr>
<th>Technical evaluation Summary</th>
<th>Weight</th>
<th>scores</th>
</tr>
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<tbody>
<tr>
<td>Expertise of the Firm</td>
<td>20%</td>
<td>200</td>
</tr>
<tr>
<td>Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan</td>
<td>30%</td>
<td>300</td>
</tr>
<tr>
<td>Management Structure and Qualification of Key Personnel</td>
<td>50%</td>
<td>500</td>
</tr>
<tr>
<td>Bcero</td>
<td></td>
<td>1000</td>
</tr>
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**Technical evaluation Summary**

<table>
<thead>
<tr>
<th>Scores</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expertise of the Firm</td>
</tr>
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</table>

<p>| 1.1 Experience in performing similar work for at least two years is confirmed by relevant documents: 2 years - 35 points, for each additional year - 2 points, maximum. up to 50 points | 50 |</p>
<table>
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<tr>
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<tbody>
<tr>
<td>1.2</td>
<td>Confirmation of financial stability by providing a profit and loss statement and balance sheet for 2018–2019, providing information on the absence of debt from the tax authorities; providing an official form guaranteeing the full implementation of the measures necessary to fulfill the tasks required by the ToR; in the absence - 0 points, in the presence of - 50 points</td>
<td>50</td>
</tr>
<tr>
<td>1.3</td>
<td>At least 2 positive reviews on the provision of similar services from previous employers or a contracting company: in the absence - 0 points, in the presence of 2 letters of recommendation - 60 points</td>
<td>60</td>
</tr>
<tr>
<td>1.4</td>
<td>Experience with international organizations: in the absence - 0 points, in the presence of - 40 points</td>
<td>40</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>200</strong></td>
</tr>
</tbody>
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**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. | 100 |
| 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) | 100 |
| 2.3 | Is the sequence of actions and planning logical, realistic and promises effective implementation of the project? | 100 |
|   | **Total** | **300** |

**Management Structure and Qualification of Key Personnel**

<p>| 3.1 | <strong>Expert on the development of the potential of the &quot;water market&quot; in Kazakhstan</strong> | 45 |
|     | Compliance with project requirements |
|     | Higher education in the field of economics / business management / water management / agriculture / ecology: diploma of higher education - 10 points, master's degree - 15 points, scientific degree - 20 points | 20 |
|     | Work experience in the field of water management, trade, international cooperation, economics not less than 5 years: 5 years - 15 points, for each additional year - 2 points, max. The total number of points is not more than 25. | 25 |
| 3.2 | <strong>Public-Private Partnership Development Expert</strong> | 45 |
|     | Compliance with project requirements |
|     | Higher education in the field of economics / business management / water management / agriculture / ecology: diploma of higher education - 10 points, master's degree - 15 points, scientific degree - 20 points | 20 |</p>
<table>
<thead>
<tr>
<th>3.2</th>
<th><strong>Leading expert on analysis of public-private partnership development potential</strong></th>
<th>45</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Compliance with project requirements</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Higher education in the field of economics / business management / water management / agriculture / ecology: diploma of higher education - 10 points, master's degree - 15 points, scientific degree - 20 points</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>Work experience in the field of PPP, water management, attracting investment, international cooperation, the economy of at least 5 years: 5 years - 15 points, for each additional year - 2 points, max. The total number of points is not more than 25.</td>
<td>25</td>
</tr>
</tbody>
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<thead>
<tr>
<th>3.4</th>
<th><strong>Expert on the development of typical PPP package solutions in the irrigation sector</strong></th>
<th>45</th>
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<tbody>
<tr>
<td></td>
<td>Compliance with project requirements</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Higher education in the field of economics / business management / water management / agriculture / ecology: diploma of higher education - 10 points, master's degree - 15 points, scientific degree - 20 points</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Work experience in the field of PPP, water management, attracting investment, international cooperation, the economy of at least 5 years: 5 years - 15 points, for each additional year - 2 points, max. The total number of points is not more than 25.</td>
<td>25</td>
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<thead>
<tr>
<th>3.5</th>
<th><strong>Water Science Expert</strong></th>
<th>45</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Compliance with project requirements</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Higher education in the field of education / water management / economics / environmental management: diploma of higher education - 10 points, master's program - 15 points, scientific degree - 20 points.</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>At least 5 years experience in training, water management: 5 years - 15 points, for each additional year - 2 points. The total number of points is not more than 25</td>
<td>25</td>
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<table>
<thead>
<tr>
<th>3.6</th>
<th><strong>Digitalization and Smart Water Expert</strong></th>
<th>45</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Compliance with project requirements</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Higher education in the field of information technology / water management and environmental protection: diploma of higher education - 10 points, master's degree - 15 points, scientific degree - 20 points</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>At least 5 years of experience in the field of informatization and digitalization, water management: 5 years - 15 points, for each additional year - 2 points, Total number of points no more than 25.</td>
<td>25</td>
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<thead>
<tr>
<th>3.7</th>
<th><strong>Ecologist</strong></th>
<th>45</th>
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<tbody>
<tr>
<td></td>
<td>Compliance with project requirements</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Higher education in the field of ecology / water management and environmental protection: diploma of</td>
<td>20</td>
</tr>
<tr>
<td>3.8</td>
<td><strong>Lawyer</strong></td>
<td>45</td>
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<tr>
<td>Compliance with project requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Higher education in law / water management and environmental protection: higher education diploma - 10 points, master’s degree - 15 points, scientific degree - 20 points</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>At least 5 years of experience in lawmaking, water management: 5 years - 15 points, for each additional year - 2 points. The total number of points is not more than 25.</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td><strong>Project Management Expert</strong></td>
<td>50</td>
<td></td>
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<tr>
<td>Compliance with project requirements</td>
<td></td>
<td></td>
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<tr>
<td>Higher education in the field of economics / management / law: diploma of higher education - 10 points, master’s degree - 20 points, scientific degree - 30 points</td>
<td>30</td>
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</tr>
<tr>
<td>At least 5 years of experience in water and agriculture / environmental protection: 5 years - 15 points, for each additional year - 2 points. The total number of points is not more than 25.</td>
<td>25</td>
<td></td>
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<tr>
<td><strong>PR expert</strong></td>
<td>45</td>
<td></td>
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<tr>
<td>Compliance with project requirements</td>
<td></td>
<td></td>
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<tr>
<td>Higher education in the field of PR / journalism / philology / management: diploma of higher education - 10 points, master’s degree - 15 points, scientific degree - 20 points</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>At least 5 years of experience in the field of public communications / journalism or the media / press service: 5 years - 15 points, for each additional year - 2 points. The total number of points is not more than 25.</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td><strong>Expert on work with statistical and other data.</strong></td>
<td>45</td>
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<tr>
<td>Compliance with project requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Higher education in mathematics / statistics / economics: diploma of higher education - 10 points, master's degree - 15 points, scientific degree - 20 points</td>
<td>20</td>
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<tr>
<td>At least 5 years of experience in organizing, analyzing and processing data: 5 years - 15 points, for each additional year - 2 points. The total number of points is not more than 25</td>
<td>25</td>
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<tr>
<td><strong>Total</strong></td>
<td>500</td>
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</table>
Annex 2

FORM FOR SUBMITTING SERVICE PROVIDER’S PROPOSAL

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

[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 RFP-2020-019 dated 4/16/2020, 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 to provide professional services in the development of institutional and capacity need assessment of Kazvodkhoz and development of state water management program of Kazakhstan for 2020-2030 and master plan on private-public partnership in the water sector of Kazakhstan.
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

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2 This serves as a guide to the Service Provider in preparing the Proposal.
3 Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes
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.

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.

[Name and signature of the authorized person of the Service Provider]
[Position]
### Annex 2.b

**FORM FOR PRICE OFFER**

**SERVICE PROVIDER**

*(This form should be sent only on the official form of the Service Provider and provided in a separate file with the appropriate mark and password)*

### D. Cost Breakdown per Deliverable (percent)*

<table>
<thead>
<tr>
<th>#</th>
<th>Deliverables</th>
<th>Percentage</th>
<th>Price (Total amount in tenge, including all)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Detailed Work Plan and Work Methodology</td>
<td>10%</td>
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<tr>
<td>2</td>
<td>- Report on the Kazakhstan's &quot;water market&quot; building capacity:</td>
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<tr>
<td></td>
<td>• A summary water market analysis has been presented, problems and solutions</td>
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<td></td>
<td>have been described in accordance with the approved Concept of the State</td>
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<td></td>
<td>Kazakhstan's Water Management Program for 2020-2030;</td>
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<tr>
<td></td>
<td>• An international water market analysis, as well as an Action Plan for</td>
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<td></td>
<td>fulfillment of the above tasks have been presented;</td>
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<tr>
<td></td>
<td>• Draft regulatory acts for fulfillment of the above tasks have been</td>
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<td></td>
<td>presented.</td>
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<td></td>
<td>- PPP reports:</td>
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<tr>
<td></td>
<td>• A summary water sector analysis has been presented, problems and solutions</td>
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<tr>
<td></td>
<td>have been described in accordance with the approved Concept of the State</td>
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<tr>
<td></td>
<td>Kazakhstan's Water Management Program for 2020-2030;</td>
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</tr>
<tr>
<td></td>
<td>• An international cooperation analysis, as well as an Action Plan for</td>
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<td></td>
<td>fulfillment of the above tasks have been presented;</td>
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<tr>
<td></td>
<td>• Draft regulatory acts for fulfillment of the above tasks have been</td>
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<tr>
<td></td>
<td>presented.</td>
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<td></td>
<td>- Reports on the analysis and building up the development capacity of</td>
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<td></td>
<td>public-private partnerships:</td>
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<tr>
<td></td>
<td>• An irrigation sector analysis and assessment, existing development</td>
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<td></td>
<td>strategies and action plans to develop the hydraulic structures have</td>
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<td>been presented.</td>
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<td>• A report on the international best practices in PPPs development (as</td>
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<td>exemplified in Australia and France) has been presented;</td>
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<td></td>
<td>• An assessment of and report on PPP promotion opportunities and tools to</td>
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<td>be used in Kazakhstan, given the specifics of the private sector, a</td>
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<td>quasi-state partner (resident and non-resident) and potential engaging</td>
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<td>other international or foreign participants have been presented.</td>
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<td></td>
<td>- PPP Standard Solutions Reports:</td>
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</tbody>
</table>
• A report describing the state partner – private partner relationships by concluding a PPP agreement and preparing example contracts with private partners, quasi-state partners (resident and non-resident) and other international or foreign partners or participants has been presented.
• A report describing the joint participation of partners in the implementation of PPPs as regards the public assets management within PPPs has been presented.
• A flow chart of public assets trust management within PPP has been presented.
• A report describing the issues and opportunities of public assets hiring within PPP has been presented.
• A report on the potential and opportunities of leasing public assets based on PPP has been presented.

- Reports on Research and HR support:
  • A summary analysis of water sector HR policy has been presented, problems and solutions have been described in accordance with the approved Concept of the State Kazakhstan’s Water Management Program for 2020-2030;
  • An analysis of water sector research support, as well as an Action Plan for fulfillment of the above tasks have been presented;
  • Draft regulatory acts for fulfillment of the above tasks have been presented.

- Digitalization and Smart Water Reports:
  • A summary analysis of digitalization, Smart Water, water conservation, as well as related problems, in accordance with the approved Concept of the State Kazakhstan’s Water Management Program for 2020-2030 has been presented;
  • An Action Plan on digitalization, “Smart Water” and water conservation for the fulfillment of the above tasks has been presented;
  • Draft regulatory acts for fulfillment of the above tasks have been presented.

- Ecology Reports:
  • A summary water sector analysis has been presented, problems and solutions have been described in accordance with the approved Concept of the State Kazakhstan’s Water Management Program for 2020-2030;
  • An analysis on the harmonization of the water resources strategy and program with the UN sustainable development goals and the methods necessary for its implementation in the water sector of Kazakhstan has been presented;
  • Draft regulatory acts for the fulfillment of the above tasks have been presented.

- Legislation Reports:
  • A summary water sector legal framework analysis has
been presented, the existing problems and related solutions have been described in accordance with the approved Concept of the State Kazakhstan’s Water Management Program for 2020-2030;
- An international legal analysis has been presented;
- Draft regulatory legal acts have been presented to eliminate the existing conflicts in the water sector.
- Project Management Reports:
  - A summary water sector analysis has been presented, problems and solutions have been described in accordance with the approved Concept of the State Kazakhstan’s Water Management Program for 2020-2030;
  - An analysis of international experience in project management has been presented; Draft regulatory acts for fulfillment of the above tasks have been presented.

<table>
<thead>
<tr>
<th>Report on the Kazakhstan’s “water market” building capacity:</th>
</tr>
</thead>
<tbody>
<tr>
<td>- An analysis of implemented global national projects, as well as an Action Plan for the implementation of such practices has been presented;</td>
</tr>
<tr>
<td>- A list of regulatory legal acts for introducing relevant norms into the current laws has been presented.</td>
</tr>
</tbody>
</table>

- PPP reports:
  - An PPP development analysis, as well as an Action Plan for the implementation of such practices have been presented;
  - A list of regulatory legal acts for introducing relevant norms into the current laws has been presented.
- Reports on the analysis and building up the development capacity of public-private partnerships:
  - A report on the potential market demand for PPP in the irrigation sector of Kazakhstan and the interest of the international community in the development of PPP in Kazakhstan, specifying the interested companies or potential companies willing to work or enter the Kazakhstan market as part of PPP projects in the water sector has been presented.
  - A report describing potential sample cases or models of PPP in the irrigation sector, that would account for the main hydraulic structures available in Kazakhstan and other infrastructure facilities of the RSE KazVodKhoz has been presented. describe various ways of establishing such PPPs feasible within the water sector of Kazakhstan. The report should describe various ways of establishing such PPPs feasible within.
the water sector of Kazakhstan.

- A PPP development roadmap for the water sector of Kazakhstan has been presented, the roadmap shall include promotion of cooperation with basin
- water authorities (to work out joint modernization activities), involvement of international financial institutions through funding and technical assistance, and raising foreign investment, engaging technology and transfer of knowledge, holding road shows for investors.

- PPP Standard Solutions Reports:
  - Two standard master plans/business plans for two PPP facilities in Kazakhstan have been presented. Using standard package solutions, project developers must describe and detail various methods of financing depending on objects/facilities, basins and plans for the development of irrigated lands, regions and other factors. To provide for a medium- or long-term of PPP implementation (from 3 to 30 years) under two standard package solutions. Standard package solutions should include plans for the design, construction, reconstruction and modernization of hydraulic structures and the operation of the RSE KazVodKhoz assets.
  - A PPP use restrictions list and a list of objects not subject to alienation in PPPs have been developed and presented.
  - A report on intersectoral collaboration within PPP projects.

- Reports on Research and HR support:
  - An analysis of international experience in training water sector specialists in modern practices and skills, and research support, has been presented;
  - A Plan for training the water sector personnel in modern skills and practices has been presented;
  - Draft regulatory acts for this focus area have been presented.

- Digitalization and Smart Water Reports:
  - An analysis of the water infrastructure has been presented;
  - An Action Plan for this focus area has been presented;
  - Draft regulatory acts for fulfillment of these activities have been presented.

- Ecology Reports:
  - An analysis of the environment-friendly optimal use of water resources, as well as an Action Plan for this focus area have been presented;
  - A list of regulatory legal acts for introducing relevant norms into the current laws has been presented.

- Legislation Reports:
  - An institutional analysis has been presented;
  - An Action Plan for an institutional reform has been
- Draft regulatory acts for fulfillment of these activities have been presented.
- Project Management Report:
- An analysis of water sector project management, as well as the related Action Plan;
- A list of regulatory legal acts for introducing relevant norms into the current laws has been presented.

- A PR expert report including information on the following key outputs:

  - The following information and analytical materials (in the electronic format) have been prepared, agreed and delivered to UNDP:
    ✓ a Development Strategy of KazVodKhoz;
    ✓ an Integrated Financial Strategy;
    ✓ a Public-private Partnership Concept and a Master Plan;
    ✓ Sustainable Land and Water Management Booklet.
  - One online public hearing and two online validation workshops for KazVodKhoz employees in 9 regions of Kazakhstan have been held as part of drafting a Development Strategy of KazVodKhoz;
  - Information support and media coverage have been provided to inform the public of drafting the KazVodKhoz Development Strategy, including issues and potential of public-private partnerships in the water sector, digital solutions, etc. (prepared press releases, materials in leading print and online media, materials for UNDP online resources (website, social networks);
  - Information, news materials for the media and UNDP online platforms have been prepared as part of the public online hearings and workshops

- An Action Plan to the State Program has been presented aiming at improving the following:

  - Development of a “water market” in Kazakhstan;
  - PPP development;
  - Research and operational HR support for the sector;
  - Digitalization and Smart Water development;
  - Environmental protection;
  - Legislation and regulation of the sector;
  - Project Management.

- A final performance report has been presented.

* This breakdown will serve as the basis for the payment of tranches

E. **Breakdown of costs by component of costs [by way of example only]]:*

<table>
<thead>
<tr>
<th>Description of Activities</th>
<th>Payment per unit of time, or unit of volume of work</th>
<th>The total duration of services/total amount of work (month)</th>
<th>Number of employees</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
# I. Staff services

<table>
<thead>
<tr>
<th>Expert on capacity development of the “water market”</th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Public-Private Partnership Development Expert</td>
<td></td>
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</tr>
<tr>
<td>Leading expert on analysis of public-private partnership development potential</td>
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<tr>
<td>Expert on the development of typical PPP package solutions in the irrigation sector</td>
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<tr>
<td>Water Science Expert</td>
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<tr>
<td>Digitalization and Smart Water Expert</td>
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<tr>
<td>Ecologist</td>
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<tr>
<td>Lawyer</td>
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<tr>
<td>Project Management Expert</td>
<td></td>
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<tr>
<td>PR expert</td>
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<tr>
<td>Expert on work with statistical and other data.</td>
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</tr>
</tbody>
</table>

# II. Other expenses associated with the performance of work

Translation of publications
*From Russian to Kazakh*
1. The development strategy of Kazvodkhoz.
2. Comprehensive financing strategy
3. The concept of public-private partnership with master plans.
4. Brochure on sustainable water and land management.

1 public hearing (online) and 2 online validation workshops for key employees of Kazvodkhoz in 9 regions after preparation of the draft strategy.

Development and submission to UNDP of electronic versions of relevant analytical reports and brochures on the following topics.
1. Kazvodkhoz development strategy in the form of a brochure.
2. A comprehensive financing strategy in the form of a brochure.
3. The concept of public-private partnership with master plans in the form of a brochure.
4. Brochure on sustainable water and land management.
*(All reports and materials will be submitted to UNDP electronically)*
### United Nations Development Programme

**GENERAL TERMS AND CONDITIONS FOR CONTRACTS**

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

### Программа развития Объединённых Наций

**ОБЩИЕ УСЛОВИЯ ДЛЯ ДОГОВОРОВ**

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

### LEGAL STATUS OF THE PARTIES:

UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:

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.**

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,**

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### 1. ПРАВОВОЙ СТАТУС СТОРОН:

ПРООН и Подрядчик далее именуются как «Строка» или совместно «Строка» по настоящему Договору, и:

1. **В соответствии, среди прочего, с Уставом Организации Объединенных Наций и Конвенцией 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.**

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**
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 entitites.

**OBLIGATIONS OF THE CONTRACTOR:**

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

2.2. To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.

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

2.4. All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.

**LONG TERM AGREEMENT:**

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

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

3.2. Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity,

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.

2. **ОБЯЗАННОСТИ ПОДРЯДЧИКА:**

2.1. Подрядчик должен предоставить товары, указанные в Технической спецификации на Товары (далее - «Товары»), и / или предоставить услуги, указанные в Техническом задании и Графике платежей (далее - «Услуги»), с должной ответственностью 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.

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 товаровоспроводительные документы, которые будут указаны в Технической спецификации на Товары.

2.3. Подрядчик подтверждает и гарантирует достоверность всей информации или данных, которые он предоставляет ПРООН для целей заключения настоящего Договора, а также качество исходных результатов и отчетов, предусмотренных настоящим Договором, с соблюдением самых высоких отраслевых и профессиональных стандартов.

2.4. Все сроки, указанные в настоящем Договоре, обязательны для осуществления поставки Товаров и / или оказания услуг.

3. **ДОЛГОСРОЧНОЕ СОГЛАШЕНИЕ:**

Если ПРООН привлекает Подрядчика на основе долгосрочного соглашения («ДС»), которая указана на Титульной странице настоящего Договора, следующие условия должны быть применены:

3.1. ПРООН не гарантирует количество Товаров и / или Услуг, которое будет заказано в течение срока действия ДС.

3.2. Любое структурное подразделение ПРООН, включая, среди прочего, подразделение Штаб-квартиры, Представительство страны или Региональный центр, а также любая организация
may benefit from the retainer and order Goods and/or Services from the Contractor hereunder.

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

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

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

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

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

4. PRICE AND PAYMENT:

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

4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or 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 delivery of the Goods and/or 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 delivery of the Goods and/or provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet of 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.

4.2.2 The Contractor shall not provide the Services and/or deliver the Goods or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Goods delivered in accordance with the Technical Specifications for Goods and/or the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the

4.2. ВОЗМЕЩЕНИЕ РАСХОДОВ: Если Возмещение расходов выбрано способом оплаты согласно Титульной страницы этого Договора, за выполненную и полную поставку товаров и / или предоставление услуг ПРООН должна уплатить Подрядчику сумму, не превышающую общую сумму, указанную на Титульной странице настоящего Договора.

4.2.1 Указанная сумма является максимальной общей суммой возмещения расходов по настоящему Договору. Детализация затрат, изложенная в Финансовой части Титульной страницы настоящего Договора, должна указывать максимальный размер каждой категории расходов, подлежащих возмещению 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.

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 стороне этого договора, или максимальный размер каждой категории расходов, указанный в детализации расходов в Финансовом предложении без предварительного письменного согласования Контактным лицом ПРООН.

4.2.3 Подрядчик должен предоставить оригиналы счетов или финансовые отчеты (по запросу ПРООН) по 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
They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

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

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

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### 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.

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### 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 to the Contractor by 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.

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### 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 documentation and actual cost, which may require PROOH.

4.2.4 PROOH shall make payments to the Contractor for the completion of the deliverables as indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance 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 made 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.

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### 5. ПРЕДОПЛАТА

5.1 Если на Титульной странице настоящего Договора указана предоплата (авансовый платеж), Подрядчик должен предоставить оригинальный счет на сумму такого авансового платежа после подписания настоящего Договора Сторонами.

5.2 Если авансовый платеж составляет 20% или более процентов общей стоимости договора, должен быть осуществлен PROOH после подписания Договора Сторонами, условием для осуществления такого платежа будет получение и прием PROOH 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 PROOH.

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### 6 ПРЕДОСТАВЛЕНИЕ СЧЕТОВ И ОТЧЕТОВ:

6.1 Все оригиналы счетов, финансовые и другие отчеты и сопроводительные документы, которые необходимы в соответствии с настоящим Договором, должны быть отправлены Подрядчиком по почте Контактному лицу PROOH. По запросу Подрядчика и в случае согласия PROOH счета и финансовые отчеты могут направляться PROOH по факсу или электронной почте.

6.2 Все отчеты и счета Подрядчик должен направлять Контактному лицу PROOH, указанному на Титульной странице настоящего Договора.

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### 7 СРОК И СПОСОБ ОПЛАТЫ:

7.1 Счета должны быть оплачены в течение 30 (тридцати) дней с момента их принятия PROOH. PROOH обязана делать все возможное для принятия оригинала счета или для информирования
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.

8 RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of the Services to UNDP by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:

8.1 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.

8.2 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

8.3 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

8.4 At the option of and in the sole discretion of UNDP:

8.4.1 the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by UNDP prior to such personnel’s performing any obligations under the Contract;

8.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel’s performing any obligations under the Contract; and,

8.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of Подрядчика о его неприятии в течение обоснованного периода времени после получения такого счета.

7.2 Если предоставляются услуги, то, в дополнение к счету, Подрядчик должен предоставить ПРООН отчет, в котором подробно описываются услуги, которые предоставлялись по Договору в течение периода времени, охваченного каждым отчетом.

8. ОТВЕТСТВЕННОСТЬ ЗА СОТРУДНИКОВ:
В тех случаях, когда Договор предусматривает предоставление ПРООН услуг должностными лицами, сотрудниками, агентами, служащими, субподрядчиками и другими представителями Подрядчика (вместе - «персонал Подрядчика»), применяются следующие положения:

8.1. Подрядчик отвечает и принимает на себя все риски и ответственность, связанные с его персоналом и имуществом.

8.2. Подрядчик отвечает за профессиональную 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.

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.

8.4. На выбор и на исключительное усмотрение ПРООН:

8.4.1. ПРООН имеет право проверять квалификацию персонала, предложенного Подрядчиком (напр., Резюме), до начала выполнения таким персоналом любых обязательств по Договору;

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

8.4.3. в случаях, когда в соответствии со статьей
such Contractor’s personnel, UNDP may reasonably refuse to accept any such personnel.

8.5 Requirements specified in the Contract regarding the number or qualifications of the Contractor’s personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

8.5.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor’s personnel, and such request shall not be unreasonably refused by the Contractor.

8.5.2 Any of the Contractor’s personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.

8.5.3 The withdrawal or replacement of the Contractor’s personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

8.5.4 All expenses related to the withdrawal or replacement of the Contractor’s personnel shall, in all cases, be borne exclusively by the Contractor.

8.5.5 Any request by UNDP for the withdrawal or replacement of the Contractor’s personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.

8.5.6 If a request for the withdrawal or replacement of the Contractor’s personnel is not based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor’s personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel’s being withdrawn or replaced.

8.6 Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor’s personnel assigned to perform work under the Contract.

8.4.1 or 8.4.2 выше ПРООН проверила квалификацию такого персонала Подрядчика, ПРООН вправе обоснованно отклонить любого сотрудника.

8.5. Требования, приведенные в Договоре о количестве или квалификации персонала Подрядчика, могут меняться в ходе выполнения Договора. Любые такие изменения должны вноситься только после письменного уведомления о предложенных изменениях и после письменного согласования Сторонами таких изменений, при этом применяются следующие положения:

8.5.1 ПРООН имеет право в любое время запросить в письменном виде замену любого из сотрудников Подрядчика, а Подрядчик в таком случае не должен необоснованно отклонять такую просьбу.

8.5.2 Никто из персонала Подрядчика, которому поручено исполнять обязанности по Договору, не может быть отозван или заменен без предварительного письменного согласия ПРООН, при этом ПРООН не может необоснованно задерживать с предоставлением такого согласия.

8.5.3 Отзыв или замена персонала Подрядчика должна осуществляться как можно быстрее и таким образом, чтобы это не имело негативных последствий на выполнение обязательств по Договору.

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

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

8.5.6 Если просьба отозвать или заменить персонал Подрядчика не основывается на невыполнении или невозможности выполнения Подрядчиком своих обязательств по Договору, ненадлежащем исполнении обязанностей персоналом, или 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 заботки при выполнении им своих обязательств по Договору, которые, главным образом, стали результатом отзыва или замены такого персонала.

8.6 Ничто в изложенных выше пунктах 8.3, 8.4 и 8.5 нельзя считать создающим для ПРООН любых обязательств по отношению к персоналу Подрядчика, которому поручено выполнение работ по Договору,
Contract, and such personnel shall remain the sole responsibility of the Contractor.
8.7 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:
8.7.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;
8.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.

8.8 Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.

8.9 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.

8.10 The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor’s security, and the full implementation of the security plan.
8.11 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications

при этом исключительную ответственность за такой персонал будет продолжать нести Подрядчик.
8.7 Подрядчик отвечает за то, что весь персонал, которому Подрядчик поручил выполнение любых обязательств по Договору и который может иметь доступ к любым помещениям и другому имуществу ПРООН, должен:
8.7.1 пройти проверку безопасности или отвечаю требованиям такой проверки, о которых ПРООН сообщила Подрядчику, включая, среди прочего, проверку на наличие судимостей;
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.
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.
8.9 Вся деятельность Подрядчика, в том числе хранения оборудования, материалов, ТМЦ и запчастей, на территории помещений или имущества ПРООН должна ограничиваться согласованными или разрешенными ПРООН участками. Персонал Подрядчика не должен заходить или находиться на территории, в помещениях или с имуществом ПРООН, а также не должен хранить или утилизировать любое свое оборудование или материалы на таких участках, без соответствующего разрешения ПРООН.
8.10 Подрядчик должен (i) разработать соответствующий план безопасности и внедрить его с учетом обстановки в стране и на территории предоставления услуг; и (ii) принять на себя все риски и ответственность за безопасность и полную реализацию плана безопасности.
8.11 ПРООН оставляет за собой право проверять наличие такого плана и предлагать изменения к нему в случае необходимости. Отсутствие соответствующего плана безопасности, требуемое
<table>
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<th>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.</th>
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<td>этим документом, а также его невыполнение, будет считаться нарушением условий настоящего Договора. Несмотря на вышеизказанное, 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.</td>
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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 переуступить, 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, передача в залог или распоряжение Договором, любой его частью, людьми 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 переуступить 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 согласовывает соблюдать условия и положения Договора, при этом такое письменное согласие должно быть безотлагательно предоставлено ПРООН сразу после такой уступки или передачи.
TERMS OF REFERENCE

Project Number and Title: 101036 “Institutional Capacity Building and Raising Awareness of the Improved Management of Irrigation Water Supply Systems and Drainage Networks in the Almaty and Turkestan Oblasts”

Introduction:
The “Capacity Building and Raising Awareness” Project is being implemented jointly with the RSE KazVodKhoz in the Almaty and Turkestan Oblasts. This Project is part of a joint project of the Islamic Development Bank and the Government of Kazakhstan “Institutional Capacity Building and Raising Awareness of the Improvement of the Irrigation Water and Drainage Networks Management Systems in the Almaty and South Kazakhstan Oblasts.”

The Project aims to build the capacity of the state-owned enterprise KazVodKhoz and its branches in the Almaty and Turkestan Oblasts by improving the management of the institutional changes in and control of the irrigation and drainage systems, which will serve as an example for the entire Kazakhstan. The Project contributes to increasing the area of irrigated lands and involving new agricultural entities and private individuals in more profitable agricultural production on irrigated and drained lands; it also contributes to the diversification of the agriculture, which should also improve the social life of the rural communities living in the Almaty and Turkestan Oblasts.

The Project plans to develop recommendations for improving the water management policy. On the meeting of January 28, 2020, the Government of the Republic of Kazakhstan approved the Concept of the State Kazakhstan's Water Management Program for 2020-2030. This Concept serves as a message for the development of the State Kazakhstan's Water Management Program for 2020-2030.

The quality and quantity of water resources are the main development criteria for any state, directly underlying the health and well-being of the nation. Therefore, the main goal of the State Program is to identify the main ways to address the issues of conservation and sustainable use of the country's water resources, so as to balance the socio-economic development and ensure reproduction of water resources to stay within the water quality standards, that is to ensure “sustainable water use”.

The aim of these Terms of Reference is to support and assist in assessing the needs for building up the institutional and human capacity of KazVodKhoz, develop KazVodKhoz strategies for 2020-2030 and prepare a public-private partnership development master plan for the water sector of the Republic of Kazakhstan, including i) build up capacity for development of a “water market” in Kazakhstan, ii) public-private partnerships, iii) scientific support for the industry, iv) digitalization and Smart water, v ) environmental status; and vi) legislative aspects.

Work Scope and Requirements:
Led by the Manager of the UNDP Portfolio for Sustainable Management of Land and Water Resources, in close cooperation with other stakeholders, the Contractor will perform the following tasks:
i) The Kazakhstan's “water market” building capacity:
  - To review the Kazakhstan's “water market” building capacity;
  - To develop a SWOT analysis of the Kazakhstan's water market;
  - To analyze the international experience with respect to water market, and its smooth implementation in Kazakhstan;
  - To assess the implementation of global national projects;
• To provide expert analytics for the review of the Kazakhstan's water market capacity building: expert examination, opinion and questionnaire surveys; preparation of expert opinions and expert analytics reports;
• To prepare recommendations on the Kazakhstan's water market development;

ii) Public private partnership:
• To analyze the current situation, problems and improvement solutions in the water sector;
• To review the international cooperation practices and methods necessary to improve such cooperation in the water sector of Kazakhstan;
• To identify and analyze problems of and solutions to the development of public-private partnerships;
• To provide expert analytics for the abovementioned focus areas: expert examination, opinion and questionnaire surveys; preparation of expert opinions and expert analytics reports;
• To advise on a range of issues in the water sector;
• To develop specific proposals and a further Action Plan;
• To prepare recommendations and improvement tips for international experts reports, as well as to supplement and localize such reports in order to enhance their feasibility.

iii) To analyze and bring out the development capacity of public-private partnerships:
• To analyze and assess the situation in the irrigation sector, the existing development strategies and action plans to develop the hydraulic structures.
• To study and describe the best international practices in developing PPPs (as exemplified in Australia and France)
• To assess PPP promotion opportunities and tools to be used in Kazakhstan, given the specifics of the private sector, a quasi-state partner (resident and non-resident) and potential engaging other international or foreign participants.
• To determine the potential market demand for PPP in the irrigation sector of Kazakhstan and the interest of the international community in the development of PPP in Kazakhstan, and also identify interested companies or potential companies willing to work or enter the Kazakhstan market as part of PPP projects in the water sector.
• To develop and describe potential sample cases or models of PPP in the irrigation sector, that would account for the main hydraulic structures available in Kazakhstan and other infrastructure facilities of the RSE KazVodKhoz, describe various ways of establishing such PPPs feasible within the water sector of Kazakhstan.
• To develop a PPP development roadmap for the water sector of Kazakhstan, including promotion of cooperation with basin water authorities (to work out joint modernization activities), involvement of international financial institutions through funding and technical assistance, and raising foreign investment, engaging technology and transfer of knowledge, holding road shows for investors.

iv) PPP standard solutions preparation:
• To describe the state partner – private partner relationships by concluding a PPP agreement and prepare example contracts with private partners, quasi-state partners (resident and non-resident) and other international or foreign partners or participants.
• To describe a PPP use restrictions list and a list of objects not subject to alienation in PPPs.
• To describe intersectoral collaboration within PPP projects;
• To develop two standard master plans/business plans for two PPP facilities in Kazakhstan. Using standard package solutions, project developers must describe and detail various methods of financing depending on objects/facilities, basins and plans for the development of irrigated lands, regions and other factors. To provide for a medium- or long-term of PPP implementation (from 3 to 30 years) under two standard package solutions. Standard package solutions should include plans for the design, construction, reconstruction and modernization of hydraulic structures and the operation of the RSE KazVodKhoz assets.
• To describe the joint participation of partners in the implementation of PPPs as regards the public assets management within PPPs.
• To describe the flow chart of public assets trust management within PPP.
• To describe the issues and opportunities of public assets hiring within PPP.
• To describe the issues and opportunities of public assets leasing within PPP (for example, gabions (technologies used for bank protection, mudflow protection, strengthening of dams and structures) or energy-efficient equipment (pumps, cars, innovative technologies, etc.) that are used in pressure vessel operation; implementation of information systems; supply/installation/maintenance of new equipment, modernization or replacement of the existing equipment, or revision of operation and maintenance procedures for such facilities, for example, to reduce, optimize or save consumption of water resources, including through metering and control, quality monitoring and environmental and environmental measures, smart technologies, other innovations.

v) Research and operational HR support for the sector:
• To analyze the personnel policy in the water sector;
• To analyze the current research HR support for the water sector;
• To assess the human capacity of the water sector and research support;
• To develop recommendations for improving training for the water sector;
• To develop a Plan for training the water sector personnel in modern skills and practices;
• To prepare an Action Plan for research support of the water sector;
• To provide expert analytics for the abovementioned measures: expert examination, opinion and questionnaire surveys; preparation of expert opinions and expert analytics reports;
• To provide advice on a range of problems in the water sector as regards the personnel policy and research potential;
• To prepare recommendations and improvement tips for international experts reports, as well as to supplement and localize such reports in order to enhance their feasibility.

vi) Digitalization and Smart water:
• To analyze the current state of digitalization, “Smart Water”, water conservation, and smooth implementation of such technologies in Kazakhstan;
• To prepare an Action Plan for:
  ✓ modernization and reconstruction of the water management infrastructure;
  ✓ digitalization of water supply, “Smart Water”;
  ✓ environment-friendly optimal use of water resources.
• To prepare recommendations for improving the above focus areas in the water sector;
• To provide expert analytics for the abovementioned focus areas: expert examination, opinion and questionnaire surveys; preparation of expert opinions and expert analytics reports;
• To propose mechanisms for introducing digitalization in the water supply sector of Kazakhstan and “Smart Water”;
• To prepare criticisms and recommendations for international experts reports, as well as to supplement and localize such reports in order to enhance their feasibility.

vii) Environmental status:
• To analyze the environmental status of the water resources in the Republic of Kazakhstan;
• To assess the environmental potential of the water sector;
• To develop recommendations for improving the water environment status in Kazakhstan;
• To prepare an Action Plan to improve the water environment status;
• To provide expert analytics for the abovementioned measures: expert examination, opinion and questionnaire surveys; preparation of expert opinions and expert analytics reports;
• To provide advice on a range of ecology problems in the water sector;
• To prepare recommendations and improvement tips for international experts reports, as well as to supplement and localize such reports in order to enhance their feasibility.

viii) Legislative aspects:
• To analyze the water sector legislative framework for conflicts and propose respective solutions;
• To make a review of international best practices in ensuring a legal framework for the water sector;
• To analyze the institutional situation and develop proposals for institutional restructuring of the water sector of Kazakhstan;
• To develop recommendations for improvement of the legal support of the water sector;
• To provide expert analytics for the abovementioned focus areas: expert examination, opinion and questionnaire surveys; preparation of expert opinions and expert analytics reports;
• To develop an Action Plan to the State Program for improvement of legal support of the sector.

ix) Project Management:
• To analyze the current situation, problems and improvement solutions in the water sector;
- To review the project management practices and methods necessary to introduce same in the water sector of Kazakhstan;
- To provide expert analytics for the abovementioned focus areas: expert examination, opinion and questionnaire surveys; preparation of expert opinions and expert analytics reports;
- To advise on a range of issues in the water sector;
- To develop specific proposals and a further Action Plan;
- To prepare recommendations and improvement tips for international experts reports, as well as to supplement and localize such reports in order to enhance their feasibility.

x) Information support:
- To prepare information materials:
  ✓ a Development Strategy of KazVodKhoz;
  ✓ an Integrated Financial Strategy;
  ✓ a Public-private Partnership Concept and a Master Plan;
  ✓ Sustainable Land and Water Management.
- To conduct 1 online public hearing and 2 online validation workshops for KazVodKhoz employees in 9 regions of Kazakhstan as part of drafting a Development Strategy;
- Information support, media coverage of drafting the KazVodKhoz Development Strategy, issues and potentials of public-private partnerships in the water sector, digital solutions, etc.
- To prepare documents for the media, UNDP online platforms as part of ongoing events.


Requirements:
The Contractor shall provide the services to the full extent as described in these Terms of Reference in accordance with the timelines and schedules approved by the UNDP Project Manager for Land and Water Resources Management, which shall be the ground for payment. Having completed the ToR, the Contractor shall submit a final report and an acceptance certificate.

The Contractor shall work closely with the UNDP Project Team on Sustainable Land and Water Management.

Duration and Expected Period of Delivery
The Services under these ToR will be provided within 4 months from the date of the Services Agreement. Any changes in the timing of the ToR shall be agreed between UNDP and the Supplier. The amendment shall enter into force only after preliminary discussions with the parties and obtaining the consent.

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<th>No.</th>
<th>Outcomes</th>
<th>Due</th>
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<td>1.</td>
<td>Detailed Work Plan and Work Methodology.</td>
<td>Within 2 weeks from the date of the contract</td>
<td>10%</td>
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<td></td>
<td>- Report on the Kazakhstan’s &quot;water market&quot; building capacity:</td>
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<td></td>
<td>• A summary water market analysis has been presented, problems and</td>
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<td></td>
<td>solutions have been described in accordance with the approved Concept</td>
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<td>of the State Kazakhstan’s Water Management Program for 2020-2030;</td>
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<tr>
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<td>• An international water market analysis, as well as an Action Plan</td>
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<td>for the fulfillment of the above tasks have been presented;</td>
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<td>Within 4 weeks from the date of the contract</td>
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<td>40%</td>
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• Draft regulatory acts for fulfillment of the above tasks have been presented.

- PPP reports:
  • A summary water sector analysis has been presented, problems and solutions have been described in accordance with the approved Concept of the State Kazakhstan's Water Management Program for 2020-2030;
  • An international cooperation analysis, as well as an Action Plan for fulfillment of the above tasks have been presented;
  • Draft regulatory acts for fulfillment of the above tasks have been presented.

- Reports on the analysis and building up the development capacity of public-private partnerships:
  • An irrigation sector analysis and assessment, existing development strategies and action plans to develop the hydraulic structures have been presented.
  • A report on the international best practices in PPPs development (as exemplified in Australia and France) has been presented;
  • An assessment of and report on PPP promotion opportunities and tools to be used in Kazakhstan, given the specifics of the private sector, a quasi-state partner (resident and non-resident) and potential engaging other international or foreign participants have been presented.

- PPP Standard Solutions Reports:
  • A report describing the state partner – private partner relationships by concluding a PPP agreement and preparing example contracts with private partners, quasi-state partners (resident and non-resident) and other international or foreign partners or participants has been presented.
  • A report describing the joint participation of partners in the implementation of PPPs as regards the public assets management within PPPs has been presented.
  • A flow chart of public assets trust management within PPP has been presented.
  • A report describing the issues and opportunities of public assets hiring within PPP has been presented.
  • A report on the potential and opportunities of leasing public assets based on PPP has been presented.

- Reports on Research and HR support:
  • A summary analysis of water sector HR policy has been presented, problems and solutions have been described in accordance with the approved Concept of the State Kazakhstan's Water Management Program for 2020-2030;
  • An analysis of water sector research support, as well as an Action Plan for fulfillment of the above tasks have been presented;
  • Draft regulatory acts for fulfillment of the above tasks have been presented.

- Digitalization and Smart Water Reports:
- A summary analysis of digitalization, Smart Water, water conservation, as well as related problems, in accordance with the approved Concept of the State Kazakhstan's Water Management Program for 2020-2030 has been presented;
- An Action Plan on digitalization, “Smart Water” and water conservation for the fulfillment of the above tasks has been presented;
- Draft regulatory acts for fulfillment of the above tasks have been presented.
- Ecology Reports:
- A summary water sector analysis has been presented, problems and solutions have been described in accordance with the approved Concept of the State Kazakhstan's Water Management Program for 2020-2030;
- An analysis on the harmonization of the water resources strategy and program with the UN sustainable development goals and the methods necessary for its implementation in the water sector of Kazakhstan has been presented;
- Draft regulatory acts for the fulfillment of the above tasks have been presented.
- Legislation Reports:
- A summary water sector legal framework analysis has been presented, the existing problems and related solutions have been described in accordance with the approved Concept of the State Kazakhstan's Water Management Program for 2020-2030;
- An international legal analysis has been presented;
- Draft regulatory legal acts have been presented to eliminate the existing conflicts in the water sector.
- Project Management Reports:
- A summary water sector analysis has been presented, problems and solutions have been described in accordance with the approved Concept of the State Kazakhstan's Water Management Program for 2020-2030;
- An analysis of international experience in project management has been presented;
- Draft regulatory acts for fulfillment of the above tasks have been presented.

- Report on the Kazakhstan's "water market" building capacity:
- An analysis of implemented global national projects, as well as an Action Plan for the implementation of such practices has been presented;
- A list of regulatory legal acts for introducing relevant norms into the current laws has been presented.

- PPP reports:
- An PPP development analysis, as well as an Action Plan for the implementation of such practices have been presented;

| Within 6 weeks from the date of the contract | 30% |
3. - Reports on the analysis and building up the development capacity of public-private partnerships:
   - A report on the potential market demand for PPP in the irrigation sector of Kazakhstan and the interest of the international community in the development of PPP in Kazakhstan, specifying the interested companies or potential companies willing to work or enter the Kazakhstan market as part of PPP projects in the water sector has been presented.
   - A report describing potential sample cases or models of PPP in the irrigation sector, that would account for the main hydraulic structures available in Kazakhstan and other infrastructure facilities of the RSE KazVodKhoz has been presented. describe various ways of establishing such PPPs feasible within the water sector of Kazakhstan. The report should describe various ways of establishing such PPPs feasible within the water sector of Kazakhstan.
   - A PPP development roadmap for the water sector of Kazakhstan has been presented, the roadmap shall include promotion of cooperation with basin water authorities (to work out joint modernization activities), involvement of international financial institutions through funding and technical assistance, and raising foreign investment, engaging technology and transfer of knowledge, holding road shows for investors.

- PPP Standard Solutions Reports:
  - Two standard master plans/business plans for two PPP facilities in Kazakhstan have been presented. Using standard package solutions, project developers must describe and detail various methods of financing depending on objects/facilities, basins and plans for the development of irrigated lands, regions and other factors. To provide for a medium- or long-term of PPP implementation (from 3 to 30 years) under two standard package solutions. Standard package solutions should include plans for the design, construction, reconstruction and modernization of hydraulic structures and the operation of the RSE KazVodKhoz assets.
  - A PPP use restrictions list and a list of objects not subject to alienation in PPPs have been developed and presented.
  - A report on intersectoral collaboration within PPP projects.

- Reports on Research and HR support:
- An analysis of international experience in training water sector specialists in modern practices and skills, and research support, has been presented;
- A Plan for training the water sector personnel in modern skills and practices has been presented;
- Draft regulatory acts for this focus area have been presented.

- Digitalization and Smart Water Reports:
  - An analysis of the water infrastructure has been presented;
  - An Action Plan for this focus area has been presented;
  - Draft regulatory acts for fulfillment of these activities have been presented.

- Ecology Reports:
  - An analysis of the environment-friendly optimal use of water resources, as well as an Action Plan for this focus area have been presented;
  - A list of regulatory legal acts for introducing relevant norms into the current laws has been presented.

- Legislation Reports:
  - An institutional analysis has been presented;
  - An Action Plan for an institutional reform has been presented;
  - Draft regulatory acts for fulfillment of these activities have been presented.

- Project Management Report:
  - An analysis of water sector project management, as well as the related Action Plan;
  - A list of regulatory legal acts for introducing relevant norms into the current laws has been presented.

- A PR expert report including information on the following key outputs:
  - The following information and analytical materials (in the electronic format) have been prepared, agreed and delivered to UNDP:
    - a Development Strategy of KazVodKhoz;
    - an Integrated Financial Strategy;
    - a Public-private Partnership Concept and a Master Plan;
    - Sustainable Land and Water Management Booklet.
  - One online public hearing and two online validation workshops for KazVodKhoz employees in 9 regions of Kazakhstan have been held as part of drafting a Development Strategy of KazVodKhoz;
  - Information support and media coverage have been provided to inform the public of drafting the KazVodKhoz Development Strategy, including issues and potential of public-private partnerships in the water sector, digital solutions, etc. (prepared press releases, materials in leading print and online media, materials for UNDP online resources (website, social networks));
4. An Action Plan to the State Program has been presented aiming at improving the following:
- Development of a “water market” in Kazakhstan;
- PPP development;
- Research and operational HR support for the sector;
- Digitalization and Smart Water development;
- Environmental protection;
- Legislation and regulation of the sector;
- Project Management.
- A final performance report has been presented.

Within 8 weeks from the date of the contract

20%

The payment will be made in 4 tranches based on the results achieved, the final payment will be made upon completion of the works/services based on a written confirmation from the UNDP project manager. Upon termination of the contract period, the Contractor shall submit a report confirming implementation of these Terms of Reference.

The reports and materials shall be provided in accordance with the following requirements:
- in the Russian and Kazakh languages in the electronic form in MS Word (version not earlier than 2003)
- in the format adopted for the UNDP projects (the font to be used: 11 «Arial»)
- The texts of the reports and draft documents should be carefully verified and edited.

Contractor’s shall:
be fully responsible for the accuracy and legality of the information provided and for the timely provision of the reports:
- agree all actions with and reports to the project manager;
- provide timely and efficient planning, high-quality fulfilment of the work scopes, compliance with the requirements and outcomes stated in the Terms of Reference;
- ensure unconditional fulfillment of the requirements provided for by the Contract;
- the supplier shall be responsible for the quality of the documents prepared in accordance with the schedule;
- provide the deliverables addressed to the project manager for comments and approval.

Practical experience and qualifications of the Contractor
- Availability of qualified personnel in the field of water and agriculture, economy, ecology, national legislation, environmental protection and project management as a minimum:
  - an expert on Kazakhstan's “water market” capacity building with experience in water management, trade, international cooperation and economy;
  - an expert on public-private partnerships development with experience in water management, investment raising, international cooperation and economy for at least 5 years:
  - a leading expert in public-private partnerships capacity building analysis with experience in PPP, water management, investment raising, international cooperation and economy for at least 5 years:
  - an expert in development of PPPs standard package solutions for the irrigation sector with experience in PPPs, water management, investments raising, international cooperation and economy for at least 5 years:
  - an expert in research support of the water sector with experience in water personnel training / management for at least 5 years;
  - an expert in digitalization and Smart Water with experience in water resource informatization/digitalization/management for at least 5 years;
- an environmental expert with experience in ecology and water management for at least 5 years;
- a lawyer with experience in lawmaking, water management for at least 5 years.
- An project management expert with experience in water and agriculture/environmental protection for at least 5 years.
- a PR expert with experience in public communications/journalism or the media/press service for at least 5 years;
- an expert in statistical and other data management with experience in systematization, analysis and data processing for at least 5 years.

- A legal entity registered in the Republic of Kazakhstan with at least 2 years of experience in similar services;
- Favourable testimonials from previous clients confirming experience in similar services (at least two);
- Availability of the balance sheet for 2018-2019 (profit and loss statement, balance sheet), tax clearance certificates;
- Experience with international organizations would be an asset.

**Service Location:** The Republic of Kazakhstan. Services to be provided at the location of the service provider.