REQUEST FOR PROPOSAL (RFP)

<table>
<thead>
<tr>
<th>UNDP/GEF Project #00101058 “Derisking Renewable Energy Investment”</th>
<th>DATE: May 21, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RFP- 2020-044 “Kazakhstan Renewable Energy Sources Investment Risks Scoring Survey”</strong></td>
<td></td>
</tr>
</tbody>
</table>

Dear Sir / Madam:

We kindly request you to submit your Proposal for Kazakhstan Renewable Energy Sources Investment Risks Scoring Survey”.

Your offer, comprising of Technical and Financial Proposals **(Financial proposal must be protected by password)** should be submitted on or before 6 p.m Nur-Sultan time zone, June 05, 2020 through e-mail on procurement.kz@undp.org.

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

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

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

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

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

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

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Arman Kashkinbekov
Head of Sustainable Development and Urbanization Unit
5/21/2020

Nelly Perevertova
Procurement Associate
5/21/2020
## Description of Requirements

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementing Partner of UNDP</td>
<td>Ministry of Energy of the Republic of Kazakhstan</td>
</tr>
<tr>
<td>Brief Description of the Required Services¹</td>
<td>Kazakhstan Renewable Energy Sources Investment Risks Scoring Survey.</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</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 Work²</td>
<td>Home based (1 trip to Nur-Sultan, Kazakhstan per 8 days if the location of a supplier is outside Nur-Sultan, Kazakhstan and if restrictions on accommodation due to the COVID19 pandemic are cancelled)</td>
</tr>
</tbody>
</table>

¹ Detailed information is provided in the Annex IV, Technical specification (TOR).
² The work will be carried out remotely / online without organizing of trips in case quarantine (COVID-19) is extended with travel restrictions.
<table>
<thead>
<tr>
<th>Expected duration of work</th>
<th>2 months after effective contract start date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Target start date</td>
<td>Tentatively July 02, 2020</td>
</tr>
<tr>
<td>Latest completion date</td>
<td>Tentatively September 02, 2020</td>
</tr>
<tr>
<td>Travels Expected&lt;sup&gt;3&lt;/sup&gt;</td>
<td>As per the TOR (1 trip to Nur-Sultan, Kazakhstan per 8 days if the location of a supplier is outside Nur-Sultan, Kazakhstan and if restrictions on accommodation due to the COVID19 pandemic are cancelled)</td>
</tr>
<tr>
<td>Implementation Schedule indicating breakdown and timing of activities/sub-activities</td>
<td>☒ Required</td>
</tr>
<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>For companies incorporated on the territory of the Republic of Kazakhstan the proposal must be submitted in local currency – tenge (KZT). For companies registered outside the Republic of Kazakhstan, the proposal must be submitted in US dollar or Euro. In this case, the basis for determining the UN exchange rate will be the month of application: June 2020.</td>
</tr>
</tbody>
</table>
| Value Added Tax on Price Proposal | * Must be inclusive of VAT and other applicable indirect taxes  
*If applicable |
| Validity Period of Proposals (Counting for the last day of submission of quotes) | ☒ 90 days |
| Pre-bid meeting           | Not available                              |
| Partial Quotes            | ☒ Not permitted                             |
| Payment Terms             | Deliverables<sup>4</sup> % Timing |

<sup>3</sup> The work will be carried out remotely / online without organizing of trips in case quarantine (COVID-19) is extended with travel restrictions.

<sup>4</sup> Detailed information is provided in the Annex IV, Technical specification (TOR)
<table>
<thead>
<tr>
<th>Stage 1.</th>
<th>The work plan and final updated methodology approved by UNDP, including the format of the interview record in MS Excel, dates of interviews are scheduled (with indication of experts and timing of interviews, methodology for interview implementation is discussed and approved by UNDP)</th>
<th>20%</th>
<th>Within 4 weeks after effective contract date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stage 2.</td>
<td>Implementation of interview, brief report (1 page), and interview records in MS Excel format. 2 experts must be engaged in the interviews. Interview shall be implemented online in case of extension of travel restrictions due to COVID-19 pandemic.</td>
<td>30%</td>
<td>Within 6 weeks after effective contract date</td>
</tr>
<tr>
<td>Stage 3.</td>
<td>Draft report on the survey and analysis of the results.</td>
<td>50%</td>
<td>Within 7 weeks after effective contract date</td>
</tr>
<tr>
<td>Stage 4.</td>
<td>Final report (survey results and conclusions) and presentation of results approved by UNDP with signed acts of rendering services.</td>
<td>50%</td>
<td>Within 8 weeks after effective contract date</td>
</tr>
</tbody>
</table>

**Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment**

- Project manager

**Type of Contract to be Signed**

- UNDP contract template for services providing

**Criteria for Contract Award**

- Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)

  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.

**Administrative requirements**:

- Agreement with the provisions of the UNDP General Contract Terms and Conditions, UNDP contract format;
- Profile – describing the nature of business, experience;
- Legal documents – Registration documents, Tax Payment Certification, etc.;
- Financial report for 2018-2019, certificate of debts in the banks, tax and other organizations;
- Reputation - a table / list of clients for similar services for the last ten years required by UNDP, description of the objectives of the contract, duration, contact details;
- 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.
- Qualified and experienced personnel (copies of diplomas, resumes, certificates, etc.);
- Detailed plan of work and methodology;
- At least three letters of recommendation from key clients over the past 10 years for similar services;
- Validation of the proposal is for a minimum period of 90 days

* In case of failure to provide the above documents, the organization may not be allowed to technical evaluation.

**Technical Proposal (70%, 1000 scores)**

<table>
<thead>
<tr>
<th>Expertise of the Firm</th>
<th>35%</th>
<th>350</th>
</tr>
</thead>
<tbody>
<tr>
<td>Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan</td>
<td>35%</td>
<td>350</td>
</tr>
<tr>
<td>Management Structure and Qualification of Key Personnel</td>
<td>30%</td>
<td>300</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1000</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Technical evaluation**

<table>
<thead>
<tr>
<th>Expertise of the Firm</th>
<th>Scores</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum 10 years of experience in designing and implementing technical assistance projects in energy, preferably in sustainable energy, low-carbon, climate resilient development, related research and feasibility studies, funding solutions and impact assessment: 10 years - 50 points; each</td>
<td>70</td>
</tr>
</tbody>
</table>
1.2 Experience in implementation of similar projects in the countries with transition economies, CIS countries, experience in Kazakhstan is an advantage: each project – 10 points, experience in Kazakhstan – 10 additional points; max 50 points

1.3 At least 7 years of experience in organizing and implementing international surveys in form of interviews with experts in a related field is required: 7 years – 30 points, each additional year – 5 points, max 50 points

1.4 At least 7 years of experience in implementation of renewable energy projects, preferably in developing countries, CIS countries: 7 years – 30 points, each additional year – 5 points, max 50 points

1.5 At least 7 years of experience in country risk assessments, including the impact of various risks on the cost of funding (debt and equity) for investment projects in the private sector is required: 7 years – 30 points, each additional year – 5 points, max 50 points

1.6 Experience in implementation of projects on assessment of the risk mitigation measures efficiency on a national scale (political, institutional, financial, and other solutions, measures, instruments and institutional arrangements) is an advantage: each project – 10 points, max 40 points

1.7 Experience of working with international organizations is an advantage: each project – 10 points, max 40 points

Total 350

### Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan

2.1 The essence, methodology and expected results of the project correspond to the TOR and are reflected in the proposal. 250

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
Management Structure and Qualification of Key Personnel

<table>
<thead>
<tr>
<th>3.1</th>
<th>Leader of the group</th>
<th>30</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Higher education in Economics or related studies: higher education – 10 points;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Master's degree – 20 points; higher qualification – 30 points;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>At least 5 years of experience in organizing and implementing international surveys</td>
<td>70</td>
</tr>
<tr>
<td></td>
<td>in form of interviews with experts in a related field: 5 years – 30 points,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>each additional year - 5 points, maximum 70 points.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Knowledge of English and Russian is required</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>110</td>
</tr>
</tbody>
</table>

| 3.2  | Specialist on interview                                                             |    |
|------|-------------------------------------------------------------------------------------|    |
|      | Higher education in Economics or related studies: higher education – 10 points;      | 30 |
|      | Master's degree – 20 points; higher qualification – 30 points;                      |    |
|      | At least 5 years of experience in organizing and implementing international surveys |    |
|      |    in form of interviews with experts in a related field: 5 years – 30 points,      | 70 |
|      |    each additional year - 5 points, maximum 70 points.                              |    |
|      | Knowledge of English and Russian is required                                        | 10 |
|      | Total                                                                               | 110|

| 3.3  | Specialist on data analysis                                                         |    |
|------|-------------------------------------------------------------------------------------|    |
|      | Higher education in Economics or related studies: higher education – 10 points;      | 20 |
|      | Master's degree – 15 points; higher qualification – 20 points;                      |    |
|      | At least 5 years of experience in organizing and implementing surveys in form of   | 60 |
|      |    interviews with experts in a related field: 5 years – 20 points, each additional |    |
|      |    year - 5 points, maximum 60 points.                                             |    |
|      | Total                                                                               | 80 |
|      | Total                                                                               | 300|

Financial Proposal (30%)
To be computed as a ratio of the Proposal’s offer to the lowest price among the proposals received by UNDP.

UNDP will award the contract to: One and only one Service Provider
| Annexes to this RFP | Form for Submission of Proposal (Annex 2)  
Template of the Contract and General Terms and Conditions (Annex 3)  
Detailed TOR (Annex 4) |
|---------------------|---------------------------------------------------------------------|
| Contact Person for Inquiries (Written inquiries only) | **Syrym Nurgaliyev,**  
*Project Manager “Derisking Renewable Energy Investment”  
syrym.nurgaliyev@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.  
- Document Format: PDF files;  
- 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;  
Email subject shall indicate **RFP-2020-044 «Kazakhstan Renewable Energy Sources Investment Risks Scoring Survey»**  
In case of more than 1 transmission / message, please indicate the numerical order in the subject. |
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-2020-044 dated 5/21/2020, 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 «Kazakhstan Renewable Energy Sources Investment Risks Scoring Survey»;
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 for the last ten years required by UNDP, description of the objectives of the contract, duration, contact details;
e) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.
f) Qualified and experienced personnel (copies of all diplomas, resumes, certificates, etc.).
g) At least three letters of recommendation from key clients over the past 10 years for similar services (on Official Letterhead, with date of issuance, signature and stamp)

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, Diplomas demonstrating qualifications must be submitted if required by the RFP;

c) Written confirmation from each personnel that they are available for the entire duration of the contract.

D. Cost Breakdown per Deliverable (percent)

<table>
<thead>
<tr>
<th>Deliverables [list them as referred to in the RFP]</th>
<th>Percentage of Total Price (Weight for payment)</th>
<th>Price (Lump Sum, All Inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Deliverable 1. The work plan and final updated methodology approved by UNDP, including the format of the interview record in MS Excel, dates of interviews are scheduled (with indication of experts and timing of interviews, methodology for interview implementation is discussed and approved by UNDP).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Deliverable 2. Implementation of interview, brief report (1 page), and interview records in MS Excel format. 2 experts must be engaged in the interviews. Interview shall be implemented online in case of extension of travel restrictions due to COVID-19 pandemic.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Deliverable 3. Draft report on the survey and analysis of the results.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Deliverable 4. Final report (survey results and conclusions) and presentation of results approved by UNDP with signed acts of rendering services.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Description of Activity</th>
<th>Remuneration per Unit of Time</th>
<th>Total Period of Engagement</th>
<th>No. of Personnel</th>
<th>Total Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Personnel Services (including salary and implementation of works based on the TOR)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**I. Operational expenses:**
- Unplanned expenses (detailed description in case if any)
- Bank fees, communication etc.

**III. Travel expenses**
- Round tickets
- DSA (accommodation)

**II. Data analysis related expenses:**
- Processing of obtained data
- Creation of a graphic model and analysis.

*IMPORTANT:*

Hereby you are kindly requested to allocate all travel expenses in a separate section. Given the current situation related to travel restriction throughout the Republic of Kazakhstan and abroad by the impact of coronavirus infection COVID-19 and the likelihood of quarantine’s extension, the possibility of organizing trips may be restricted. In this case, a company shall have all necessary resources to organize contract’s implementation online / remotely through digital technology without organizing any trips according to the terms of reference and request for proposals hereto. Should the situation described above is appeared by the date of contract’s conclusion the amount allocated for organization of travel will be deducted from the contract amount.
<table>
<thead>
<tr>
<th>United Nations Development Programme</th>
<th>Программа развития Объединённых Наций</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract for Services Between the United Nations Development Programme and [insert name of the Contractor]</td>
<td>Договор на оказание Услуг между Программой Развития Организации Объединенных Наций и [Название / имя Подрядчика]</td>
</tr>
</tbody>
</table>

1. **Country Where Goods Will be Delivered and/or Services Will be Provided:**
   ________________________________

1. **Страна, в которой будут поставляться Товары и / или предоставляться Услуги**
   ________________________________
   -
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>UNDP [ ]Request for Quotation [ ] Request for Proposal [ ] Invitation to Bid [ ] direct contracting Number and Date:</td>
</tr>
<tr>
<td>3.</td>
<td>Contract Reference (e.g. Contract Award Number):</td>
</tr>
<tr>
<td>4.</td>
<td>Long Term Agreement: [Yes] [No] [indicate as appropriate]</td>
</tr>
<tr>
<td>5.</td>
<td>Subject Matter of the Contract: [ ] goods [ ] services [ ] goods and services</td>
</tr>
<tr>
<td>6.</td>
<td>Type of Services:</td>
</tr>
<tr>
<td>7.</td>
<td>Contract Starting Date:</td>
</tr>
<tr>
<td>8.</td>
<td>Contract Ending Date:</td>
</tr>
<tr>
<td>9.</td>
<td>Total Contract Amount: [insert currency and amount in figures and words] 9a. Advance Payment: [insert currency and amount in figures and words or indicate “not applicable”]</td>
</tr>
<tr>
<td>10.</td>
<td>Total Value of Goods and/or Services: [ ] below US$50,000 (Services only) – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply [ ] below US$50,000 (Goods or Goods and Services) – UNDP General Terms and Conditions for Contracts apply [ ] equal to or above US$50,000 (Goods and/or Services) – UNDP General Terms and Conditions for Contracts apply</td>
</tr>
<tr>
<td>11.</td>
<td>Payment Method: [ ] fixed price [ ] cost reimbursement</td>
</tr>
</tbody>
</table>
| 12. | Contractor’s Name:  
Address:  
Country of incorporation:  
Website: |
| 13. | Contractor’s Contact Person’s Name:  
Title:  
Address:  
Telephone:  
Fax:  
Email: |
| 14. | UNDP Contact Person’s Name:  
Title:  
Address: |
15. Contractor’s Bank Account to which payments will be transferred:

**Beneficiary:**
- Account name:
- Account number:
- Bank name:
- Bank address:
- Bank SWIFT Code:
- Bank Code:
- Routing instructions for payments:

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

1. This face sheet (“Face Sheet”).
2. UNDP Special Conditions [delete if not applicable].
3. [UNDP General Terms and Conditions for Contracts] [UNDP General Terms and Conditions for Institutional (de minimis) Contracts] [delete if not applicable and remove square brackets].
4. Terms of Reference (TORs) and Schedule of Payments, incorporating the description of services, deliverables and performance targets, time frames, schedule of payments, and total contract amount [delete if not applicable].
5. Technical Specifications for Goods [delete if not applicable].
6. The Contractor’s Technical Proposal and Financial Proposal, dated [insert date], as clarified by the agreed minutes of the negotiations meeting, dated [insert date]; these documents not attached hereto but known to and in the possession of the Parties, and forming an integral part of this Contract.
7. Discount Prices [to be used in cases where the Contractor is engaged on the basis of an LTA; delete if not applicable].
All the above, hereby incorporated by reference, shall form the entire agreement between the Parties (the “Contract”), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

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

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereo signed this Contract at the place and on the day set forth below. In the event of any ambiguity or conflict between the English and Russian language versions, the English version shall prevail.

---

<table>
<thead>
<tr>
<th>For the Contractor:</th>
<th>От имени Подрядчика:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>Подпись:</td>
</tr>
<tr>
<td>Name:</td>
<td>Имя:</td>
</tr>
<tr>
<td>Title:</td>
<td>Должность:</td>
</tr>
<tr>
<td>Date:</td>
<td>Дата:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For UNDP:</th>
<th>От имени ПРООН:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>Подпись:</td>
</tr>
<tr>
<td>Name:</td>
<td>Имя:</td>
</tr>
<tr>
<td>Title:</td>
<td>Должность:</td>
</tr>
<tr>
<td>Date:</td>
<td>Дата:</td>
</tr>
</tbody>
</table>

Все вышеперечисленное, включая все, на что ссылается этот документ, является собой полный объем договоренностей («Договор») между Сторонами, при этом все предыдущие переговоры и / или договоренности, имеющие отношение к предмету настоящего Договора, теряют силу независимо от того, выполнены они в устной или в письменной форме.

Настоящий Договор вступает в силу со дня проставления надлежащим образом уполномоченными представителями Сторон последней подписи на Титульной странице и прекращает свое действие в дату завершения Договора, указанную на Титульной странице. Внесение изменений и / или дополнений к настоящему Договору возможно лишь в случае оформления письменного соглашения надлежащим образом уполномоченными представителями Сторон.

Настоящим удостоверяется, что должностным образом уполномоченные на это представители Сторон подписали настоящий Договор от имени Сторон в месте и в день, указанные ниже.

В случае разногласий либо конфликта между английской и русской версиями, приоритетную силу имеет версия на английском языке.
<table>
<thead>
<tr>
<th>United Nations Development Programme</th>
<th>Программа развития Объединённых Наций</th>
</tr>
</thead>
</table>
This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand.

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

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

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

2. OBLIGATIONS OF THE CONTRACTOR:

2. ОБЯЗАННОСТИ ПОДРЯДЧИКА:
2.1. The Contractor shall perform and complete the services described in the Terms of Reference and Schedule of Payment (hereinafter the "Services").

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

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

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

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

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

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

3.4. The Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.
3.5 In the event of any advantageous technical changes and/or downward pricing of the Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any

Титульной странице настоящего Договора.
3.5 В случае любых выгодных технических изменений и / или снижения цен на Услуги в течение действия соглашения о предоставлении Услуг, Подрядчик должен немедленно сообщить
such event and may request an amendment to the retainer.

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

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

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

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

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

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

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

ПРООН об этом. ПРООН, в свою очередь, оценивает влияние любого такого события и может направить запрос на внесение изменений в соглашение о предоставлении Услуг.

3.6 Подрядчик должен каждые полгода направлять ПРООН отчет о предоставленных услугах, если иное не предусмотрено Договором. Все отчеты должны направляться Контактному лицу ПРООН, которое указано на Титульной странице настоящего Договора, а также в структурное подразделение ПРООН заказчика услуг в отчетном периоде.

3.7 Долгосрочное соглашение действует в течение максимум 2 лет и может быть продлено ПРООН еще на один год по взаимному согласию Сторон.

4. ЦЕНА И ОПЛАТА:
4.1 ФИКСИРОВАННАЯ ЦЕНА: Если в качестве способа оплаты выбрана Фиксированная цена, в соответствии с Титульной страницей этого Договора, ПРООН должна уплатить Подрядчику фиксированную сумму, указанную на Титульной странице настоящего Договора, за полное предоставление Услуг.

4.1.1 Указанная на Титульной странице настоящего Договора сумма не подлежит корректировкам или пересмотру в связи с изменением цен, валютными колебаниями или в связи с фактическими расходами, которые Подрядчик понес при выполнении Договора.

4.1.2 ПРООН осуществляет платежи Подрядчику в суммах и согласно графика платежей, который предусмотрен Техническим заданием и Графиком платежей, после завершения Подрядчиком предоставления Услуг и после принятия ПРООН оригиналов счетов, предоставленных Подрядчиком Контактному лицу ПРООН, указанному на Титульной странице настоящего Договора, вместе со всей сопроводительной документацией, которую может потребовать ПРООН.

4.1.3 В счетах должны указываться предоставленные Услуги с соответствующими суммами к оплате.

4.1.4 Платежи, совершенные ПРООН Подрядчику, не освобождают
<table>
<thead>
<tr>
<th>4.2 COST REIMBURSEMENT: If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet</th>
<th>Подрядчика от его обязательств по настоящему Договору и не должны считаться принятием ПРООН услуг, предоставленных Подрядчиком.</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.2 ВОЗМЕЩЕНИЕ РАСХОДОВ: Если Возмещение расходов выбрано</td>
<td></td>
</tr>
</tbody>
</table>
of this Contract, in full consideration for the complete and satisfactory provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

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

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

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

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

4.2.5 Платежи, совершенные ПРООН Подрядчику, не освобождают Подрядчика от его обязательств по настоящему Договору и не...
5. ADVANCE PAYMENT:
5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

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

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

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

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

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

должны считаться принятием ПРООН услуг, предоставленных Подрядчиком.

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

5.2 Если авансовый платеж составляет 20% или более процентов общей стоимости договора, или составляет 30 тыс. долл. США или более, и должен быть осуществлен ПРООН после подписания Договора Сторонами, условием для осуществления такого платежа будет получение и прием ПРООН банковской гарантии или подтвержденного банком чека на полную сумму авансового платежа, которые действительны в течение всего периода действия договора и оформлены по форме, приемлемой для ПРООН.

6. ПРЕДОСТАВЛЕНИЕ СЧЕТОВ И ОТЧЕТОВ:
6.1 Все оригиналы счетов, финансовые и другие отчеты и сопроводительные документы, которые необходимы в соответствии с настоящим Договором, должны быть отправлены Подрядчиком почтой Контактному лику ПРООН. По запросу Подрядчика и в случае согласия ПРООН счета и финансовые отчеты могут направляться ПРООН по факсу или электронной почте.

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

7. СРОК И СПОСОБ ОПЛАТЫ:
7.1 Счета должны быть оплачены в течение 30 (тридцати) дней с момента их принятия ПРООН. ПРООН обязана делать все возможное для принятия оригинала счета или для информирования Подрядчика о его неприятии в течение обоснованного периода времени после получения такого счета.

7.2 Если предоставляются услуги, то, в дополнение к счету, Подрядчик должен предоставить ПРООН отчет, в котором подробно описываются Услуги, которые предоставлялись по Договору в течение
<table>
<thead>
<tr>
<th>8. RESPONSIBILITY FOR EMPLOYEES:</th>
<th>8. ОТВЕТСТВЕННОСТЬ ЗА СОТРУДНИКОВ:</th>
</tr>
</thead>
<tbody>
<tr>
<td>периода времени, охваченного каждым отчетом. Все отчеты должны быть предоставлены на английском языке.</td>
<td></td>
</tr>
</tbody>
</table>
8.1 The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

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

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

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

8.1 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.

8.2 Подрядчик отвечает и принимает на себя все риски и ответственность, связанные с его персоналом и имуществом. Подрядчик должен (і) 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.

ПРООН оставляет за собой право проверять наличие такого плана и предлагать изменения к нему в случае необходимости. Отсутствие соответствующего плана безопасности, требуемое этим документом, а также его невыполнение, будет считаться нарушением условий настоящего Договора. Несмотря на вышеуказанное, Подрядчик будет продолжать нести ответственность за безопасность своего персонала и имущество ПРООН, которое находится у него на хранении, как указано выше.

9. ПЕРЕУСТУПКА ПРАВ: Подрядчик может отступать, передавать, отдавать в залог или любым другим образом распоряжаться Договором, любой его частью, или любым правом, претензией или обязательством Подрядчика по Договору только при условии предварительного письменного разрешения ПРООН.

10. ПРИВЛЕЧЕНИЕ СУБПОДРЯДЧИКОВ: Если Подрядчику необходимы услуги субподрядчиков, Подрядчик должен получить предварительное письменное согласие и одобрение всех субподрядчиков от ПРООН. Факт одобрения субподрядчика ПРООН не освобождает Подрядчика от любого из его обязательств по настоящему Договору. Условия любого Договора субподряда должны
11. INDEMNIFICATION: The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from регулироваться и соответствовать положениям настоящего Договора.

11. ВОЗМЕЩЕНИЕ УБЫТКОВ: Подрядчик должен гарантировать возмещение убытков, обезопасить и защитить за свой счет ПРООН, ее должностных
and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor’s employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of worker’s compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

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

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

12.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of Services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

12.4 Except for the workmen’s compensation insurance, the Contractor shall provide and maintain all appropriate workmen’s compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury, disability or death in connection with this Contract.

12.5 The Contractor shall also provide and maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of Services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
insurance, the insurance policies under this Article shall:

12.4.1 Name UNDP as additional insured;
<table>
<thead>
<tr>
<th>Section</th>
<th>Text</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.4.2</td>
<td>Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;</td>
</tr>
<tr>
<td>12.4.3</td>
<td>Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.</td>
</tr>
<tr>
<td>12.5</td>
<td>The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article 12.</td>
</tr>
<tr>
<td>13</td>
<td>ENCUMBRANCES AND LIENS: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.</td>
</tr>
<tr>
<td>14</td>
<td>EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.</td>
</tr>
<tr>
<td>15</td>
<td>COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:</td>
</tr>
<tr>
<td>15.1</td>
<td>Except as is otherwise expressly provided in writing in the Contract, UNDP shall be entitled to all</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section</th>
<th>Text</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.4.2</td>
<td>Включение отказа права передачи права требования ПРООН со стороны Подрядчика страховой компании;</td>
</tr>
<tr>
<td>12.4.3</td>
<td>Обеспечение получения ПРООН письменного уведомления от страховщиков за 30 (тридцать) дней до аннулирования или существенного изменения страхового обеспечения.</td>
</tr>
<tr>
<td>12.5</td>
<td>По требованию ПРООН Подрядчик должен предоставить ПРООН убедительные доказательства наличия страхового обеспечения, которое необходимо по условиям настоящего пункта 12.</td>
</tr>
<tr>
<td>13</td>
<td>ПРЕПЯТСТВИЯ И ПРАВА УДЕРЖАНИЯ: Подрядчик не должен создавать или допускать представление любым лицом искового заявления или ведения дела по иску в любом государственном учреждении или в ПРООН относительно содержания под залогом, ареста или иного препятствия текущих или будущих выплат Подрядчику за выполненную работу или за Товары или материалы, предоставленные в рамках Договора, или в силу другой претензии или требования по отношению к Подрядчику или ПРООН.</td>
</tr>
<tr>
<td>14</td>
<td>ОБОРУДОВАНИЕ, ДОСТАВЛЕННОЕ ПРООН ПОДРЯДЧИКУ: Право собственности на любое оборудование и ТМЦ, которые ПРООН может предоставлять Подрядчику для выполнения каких-либо обязательств по Договору, остается за ПРООН, при этом все такое оборудование подлежит возврату ПРООН после завершения договора или когда оно больше не нужно Подрядчику. При возвращении ПРООН такое оборудование должно быть в том же состоянии, в котором оно находилось на момент предоставления Подрядчику с учетом обычного износа, а Подрядчик должен нести ответственность за возмещение ПРООН любого ущерба, повреждения или ухудшения характеристик оборудования сверх обычного износа.</td>
</tr>
<tr>
<td>15</td>
<td>АВТОРСКОЕ, ПАТЕНТНОЕ И ДРУГИЕ ИМУЩЕСТВЕННЫЕ ПРАВА:</td>
</tr>
<tr>
<td>intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td></td>
</tr>
<tr>
<td>15.1 Если иное четко не определено в письменном виде в Договоре, ПРООН сохраняет за собой право на интеллектуальную собственность и другие имущественные права в полном объеме, включая, среди прочего,</td>
<td></td>
</tr>
</tbody>
</table>
Contractor has developed for UNDP under the Contract which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

15.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor:

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

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

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

16. PUBLICITY, AND USE OF THE NAME, EMBLEM

патенты, авторские права и товарные знаки продуктов, процессов, изобретений, идей, «ноу- хай» или документации и других материалов, созданных или разработанных Подрядчиком для ПРООН в рамках Договора, и непосредственно связанные или созданы, подготовлены, собранные в результате или в процессе выполнения Договора. Подрядчик осознает и соглашается, что такие продукты, документы и другие материалы являются частью работ, выполненных по найму для ПРООН.

15.2 Тем не менее, если такая интеллектуальная собственность или другие имущественные права состоят в интеллектуальной собственности или иных имущественных правах Подрядчика, которые (і) существовали до момента выполнения Подрядчиком своих обязательств по Договору, либо (іі), которые Подрядчик может создать или получить, или которые были созданы или получены независимо от выполнения Подрядчиком своих обязательств по Договору, ПРООН не будет претендовать на право собственности на них, а Подрядчик предоставит ПРООН бессрочную лицензию на использование такой интеллектуальной собственности или других имущественных прав исключительно для целей и в соответствии с требованиями Договора.

15.3 По требованию ПРООН, Подрядчик принимает все необходимые меры, оформляет все необходимые документы и в целом оказывает поддержку в обеспечении таких имущественных прав и их передачи ПРООН в соответствии с требованиями действующего законодательства и договора.

16. ПУБЛИЧНОСТЬ, ИСПОЛЬЗОВАНИЕ ИМЕНИ, ЭМБЛЕМ
OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of

16. РЕКЛАМА И ИСПОЛЬЗОВАНИЕ НАЗВАНИЯ, ЭМБЛЕМЫ ИЛИ ОФИЦИАЛЬНОЙ ПЕЧАТИ ПРООН ИЛИ ОРГАНИЗАЦИИ ОБЪЕДЕНЕННЫХ НАЦИЙ: Подрядчик не может reklamировать или иным образом разглашать для целей коммерческой выгоды или деловой
UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise without the written permission of UNDP

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

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

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

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

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

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

представителям и агентам любых юридических лиц, подконтрольных Принимающей стороне или контролируемых Принимающей стороной, или с которыми Принимающая сторона находится под совместным управлением, которым нужно знать такую Информацию для выполнения своих
17.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

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

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

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

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

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

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

18. FORCE MAJEURE; OTHER CHANGES IN Obligations by the Party, subpar. 17.2.2.1 коммерческая организация, более 50% (пятидесяти процентов) голосующих акций которой находятся в собственности или иным образом подконтрольны, прямо или косвенно, Стороне; или 17.2.2.2 любое юридическое лицо, эффективное административное управление которой осуществляет Сторона; или 17.2.2.3 для ООН, главный или дочерний орган ООН, учрежденный в соответствии с Уставом Организации Объединенных Наций.

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

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

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

17.6 Эти обязательства и ограничения в сфере конфиденциальности информации будут действовать в течение срока действия Договора, включая любое продление его срока действия, а также остаются в силе после прекращения действия Договора.

18. ФОРС-МАЖОР; ДРУГИЕ ИЗМЕНЕНИЯ УСЛОВИЙ:
CONDITIONS:

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

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

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

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

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

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

19.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have under the terms of these
| conditions, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events. |
| назначения Ликвидатора, который управляет имуществом в связи с признанием Подрядчика неплатежеспособным, ПРООН вправе, без ущерба для своих других прав или средств правовой защиты в соответствии с данными условиями, немедленно разорвать этот Договор. |
19.5 The provisions of this Article 19 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

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

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

22. SETTLEMENT OF DISPUTES:

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

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

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

24. TAX EXEMPTION:
24.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, and arbitrage in accordance with the Arbitral Rules of the United Nations Commission on International Trade Law (UNCITRAL). Awards of the arbitral tribunal in such matters are subject to the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

23. ПРИВИЛЕГИИ И ИММУНИТЕТЫ: Все привилегии и иммунитеты Организации Объединенных Наций, в том числе ее дочерних органов, остаются в силе и никакие положения Договора не могут предусматривать прямой или косвенный отказ от таких привилегий и иммунитетов.

24. ОСВОБОЖДЕНИЕ ОТ НАЛОГООБЛОЖЕНИЯ: Раздел 7 "Конвенции о привилегиях и иммунитетах ООН" наряду с другими положениями гласит, что ООН, в том числе ее вспомогательные органы, освобождается от...
duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately
consult with UNDP to determine a mutually acceptable procedure.

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

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

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

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

26.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, providing written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

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

26.5 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, providing written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

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

26.7 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, providing written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.
to, the Contractor’s obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor’s premises at reasonable times.
and on reasonable conditions in connection with such access to the Contractor’s personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor’s attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

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

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

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

27. СРОКИ ДАВНОСТИ:
27.1 За исключением каких-либо обязательств по возмещению убытков согласно пункта 11 выше, или если иное не предусмотрено Договором, любые арбитражные процедуры согласно пункта 22.2 выше, вытекающие из Договора, должны быть начаты в течение 3 (трех) лет с момента возникновения оснований для такого действия.
27.2 Стороны также признают и соглашаются с тем, что для данных целей моментом возникновения оснований для действий будет считаться момент фактического возникновения нарушения, а в случае скрытых нарушений - момент, когда пострадавшая Сторона узнала или должна была узнать о всех основаниях для принятия мер или в случае нарушения гарантии при предоставлении предложений по поставкам, за исключением тех случаев, когда гарантия
| actually begins. | распространяется на будущее функционирования Товаров, любых процессов или систем, и нарушение может быть обнаружено только через определенное время, когда такие Товары, другие процессы или |
28. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 29 to 35 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

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

30. STANDARDS OF CONDUCT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award systems will be ready to function in accordance with the requirements of the Agreement.
thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin.
30.1 The UN Supplier Code of Conduct;
30.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");
30.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;
30.4 UNDP Vendor Sanctions Policy; and
30.5 All security directives issued by UNDP. The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at http://www.undp.org/content/undp/en/home/operations/procurement/business/. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

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

32. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a

30.1 Кодекс поведения Подрядчика ООН;
30.2 Политика ПРООН о мошенничестве и других проявлениях коррупции («Политика ПРООН по борьбе с мошенничеством»);
30.3 Регламенты проведения аудита и расследований, обнародованные Офисом ПРООН («ОАР»);
30.4 Политика о санкциях к поставщикам ПРООН; и
30.5 Все Директивы ПРООН по безопасности. Подрядчик признает и соглашается с тем, что он прочитал и ознакомился с требованиями указанных выше документов, которые доступны в сети Интернет по ссылке www.undp.org или http://www.undp.org/content/undp/en/home/operations/procurement/business/. Давая такое согласие, Подрядчик подтверждает и гарантирует, что соответствует требованиям вышеуказанных документов и будет соответствовать таким требованиям в течение всего срока действия настоящего Договора.

31. СОБЛЮДЕНИЕ ЗАКОНОДАТЕЛЬСТВА: Подрядчик обязуется соблюдать все законы, приказы, правила и нормы, касающиеся выполнения его обязательств по Договору. Кроме того, Подрядчик должен соблюдать все обязательства и требования по его регистрации в качестве квалифицированного поставщика Товаров или Услуг для ПРООН, изложенных в соответствующих регламентах о регистрации в качестве поставщика ПРООН.
32. ДЕТСКИЙ ТРУД: Подрядчик заверяет и гарантирует, что ни он, ни его материнские компании (если таковые имеются), ни его дочерние или аффилированные предприятия (если таковые имеются) не
child shall be protected from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.

предусматривает, чтобы дети были защищены от выполнения работы, которая может быть опасной или препятствовать их образованию и
33. MINES: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

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

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

34.3 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor’s

33. МИНЫ: Подрядчик заверяет и гарантирует, что ни он, ни его материнские компании (если таковые имеются), ни его дочерние или аффилированные предприятия (если таковые имеются) не ведут деятельности по продаже или производстве противопехотных мин или компонентов, используемых при производстве таких мин.

34. СЕКСУАЛЬНАЯ ЭКСПЛУАТАЦИЯ:
34.1 В ходе выполнения Договора Подрядчик должен соблюдать стандарты поведения, которые изложены в Бюллетене Генерального Секретаря ST / SGB / 2003/13 «Специальные меры по защите от сексуальной эксплуатации и сексуального насилия» от 9 октября 2003 года. В частности, Подрядчик обязуется не выполнять каких-либо действий, представляющих собой сексуальную эксплуатацию или сексуальное насилие, как это определено в этом бюллетене.

34.2 Подрядчик должен принять все необходимые меры для предупреждения сексуальной эксплуатации или насилия со стороны своих работников или любых других лиц, которые могут быть привлечены Подрядчиком для предоставления любых услуг в рамках Договора. Для таких целей, сексуальные действия в отношении какого-либо лица, не достигшего возраста восемнадцати лет, независимо от положений законов, ссылающихся на согласие такого лица, считаются сексуальной эксплуатацией и насилием в отношении такого лица. Кроме того, Подрядчик должен не допускать со своей стороны и принимать все необходимые меры для запрета своим сотрудникам или другим лицам, которых он привлек для выполнения работ или оказания услуг, получать услуги или совершать действия сексуального характера в обмен на деньги, товары, услуги или другие ценности, или быть привлеченным к сексуальным действиям, которые эксплуатируют или унижающих достоинство всех лиц.
personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such person.

34.3 ПРООН не применяет вышеизложенные нормы по возрастным ограничениям в случаях, если сотрудники Подрядчика или другие лица, которые могут быть привлечены им к оказанию каких-либо услуг по Договору, состоящих в браке с лицами моложе восемнадцати лет, с которыми
Contractor’s personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

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

35. БОРЬБА С ТЕРРОРИЗМОМ: Подрядчик соглашается прилагать все необходимые усилия для обеспечения того, чтобы денежные средства ПРООН, полученные в рамках Договора, не были использованы для оказания помощи физическим или юридическим лицам, связанным с терроризмом, и лицам, получающим любые суммы, предоставленные ПРООН по Договору, не внесенные в список лиц, который ведется Комитетом Совета Безопасности, учрежденный резолюцией 1927 (1999).

## Terms of Reference

### I. Information

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Kazakhstan Renewable Energy Sources Investment Risks Scoring Survey</td>
</tr>
<tr>
<td>Duty Station:</td>
<td>Home based (1 trip to Nur-Sultan, Kazakhstan per 8 days if the location of a supplier is outside Nur-Sultan, Kazakhstan and if restrictions on accommodation due to the COVID19 pandemic are cancelled)</td>
</tr>
<tr>
<td>Duration</td>
<td>2 months after the effective contract start date</td>
</tr>
<tr>
<td>Type of Contract:</td>
<td>UNDP contract for services providing</td>
</tr>
</tbody>
</table>

### II. Project description

The DREI Project is to promote private-sector investment in renewable energy in Kazakhstan to achieve Kazakhstan’s 2030 and 2050 targets for renewable energy. The Project will target both large-scale and small-scale renewable energy. To achieve this objective, the DREI Project will adopt a comprehensive strategy to identify, assess and mitigate investment risks, thus creating attractive conditions for private sector investment and market growth.

The project is structured under three components:
- Component 1 – Large-Scale Renewable Energy: Policy and Financial De-risking Measures
- Component 2 – Renewable Energy for Life: Policy De-risking (so called small-scale RE)
- Component 3 – Renewable Energy for Life: Financial De-risking and Incentives (so called small-scale RE)

with cross-cutting activities related to knowledge management and monitoring and evaluation included within these components.

**OBJECTIVE:**

DREI Project plans to compare the current perception of the risks of investing in RES in Kazakhstan to the earlier report of the 2016, prepared by Eco. Ltd., to see how it changed in the last 5 years, to make this analysis a part of the interim evaluation of the DREI Project.

Current risk scoring must be measured in June 2020 for the interim evaluation of the progress of the Project. The risk scoring for the purposes of the Project should be consistent with, and identical at best, with the baseline survey of 2016.
III. Scope of work

Under the overall supervision of the Project Manager the Company will have the following specific duties:

I. To conduct interviews with the 12-15 qualified renewable energy experts or of closely related fields. The interview should focus on the local renewable energy market risks as described below:

1. **Power Market Risk**: Risk arising from limitations and uncertainties in the power market, and/or suboptimal regulations to address these limitations and promote renewable energy markets;
2. **Permits Risk**: Risk arising from the public sector’s inability to efficiently and transparently administer renewable energy-related licensing and permits;
3. **Social Acceptance Risk**: risks arising from lack of awareness and resistance to renewable energy in the general public;
4. **Resource & Technology Risk**: risks arising from use of the renewable energy resource and technology (resource assessment; construction and operational use; hardware purchase and manufacturing);
5. **Grid/Transmission Risk**: risks arising from limitations in grid management and transmission infrastructure;
6. **Counterparty Risk**: risks arising from the Settlement Centre’s poor credit quality and an IPP’s reliance on payments;
7. **Financial Sector Risk**: risks arising from the lack of information and track record on financial aspects of renewable energy, and general scarcity of investor capital (debt and equity), in the particular country;
8. **Political Risk**: risks arising from country-specific governance, social and legal characteristics;
9. **Currency/Macroeconomic Risk**: risks arising from the broader macroeconomic environment and market dynamics.

These 9 risks include:

Each risk is rated in 2 aspects: probability (how likely is the risk to materialize in the medium term) and impact (degree of devastation a risk may cause).

The company will receive more detailed instructions regarding the methodology and the content of the survey and a proposed list of companies to be approached (support in contacting them will be provided).

The company must explain the methodology and the approach to each person interviewed before the question session, to make sure all experts have a consistent understanding of the matter. The risks scoring shall cover potential private investment projects in Kazakhstan considering the following assumptions:

- On-grid, utility scale renewable energy facilities (10-100 MW);
- The types of technologies are only wind or solar PV.
- Investments are conservatively structured (debt and equity) and well performed technically (equipment and works, operation and maintenance, etc.).

The company must measure perception of the 9 risks and ask some other questions, such as:

- Crisis influence for RE sector further development, including investment potential?
- How the crisis will affect on ongoing RE projects (under construction/auctions winners)?
Does the Ministry of Energy or the Government reconsider the existing level of state support of RE sector?

- Cost of debt and equity for the RE and non-RE projects in Kazakhstan?
- Efficiency of selected risk mitigation measures (a list provided by the DREI Project)

**II. To make an analysis based on interviews conducted**

A brief report (list of interviews and each interview record) and a detailed analytical report of the interviews have to be presented, in comparison with the survey of 2016, with conclusions regarding changes in the risk environment of Kazakhstan from 2016 to 2020, as relevant to investments in RES, and efficiency of mitigation measures. The report has to be done in a form of a presentation.

**Expected deliverables:**

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

<table>
<thead>
<tr>
<th>#</th>
<th>Deliverables</th>
<th>Form of submission</th>
<th>Timing</th>
<th>Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Stage 1.</strong> The work plan and final updated methodology approved by UNDP, including the format of the interview record in MS Excel, dates of interviews are scheduled (with indication of experts and timing of interviews, methodology for interview implementation is discussed and approved by UNDP).</td>
<td>written report</td>
<td>Within 4 weeks after effective contract date</td>
<td>Project Manager</td>
</tr>
<tr>
<td>2.</td>
<td><strong>Stage 2.</strong> Implementation of interview, brief report (1 page), and interview records in MS Excel format. 2 experts must be engaged in the interviews. Interview shall be implemented online in case of extension of travel restrictions due to COVID-19 pandemic.</td>
<td>written report</td>
<td>Within 6 weeks after effective contract date</td>
<td>Project Manager</td>
</tr>
<tr>
<td>3.</td>
<td><strong>Stage 3.</strong> Draft report on the survey and analysis of the results.</td>
<td>written report</td>
<td>Within 7 weeks after effective contract date</td>
<td>Project Manager</td>
</tr>
<tr>
<td>4.</td>
<td><strong>Stage 4.</strong> Final report (survey results and conclusions) and presentation of results approved by UNDP with signed acts of rendering services.</td>
<td>written report</td>
<td>Within 8 weeks after effective contract date</td>
<td>Project Manager</td>
</tr>
</tbody>
</table>

**IV. Institutional arrangement:**

- The supplier coordinates the actions and reports to the project manager;
- The supplier ensures timely and rational planning, implementation of scope of work and achievement of results in accordance with the statement of work;
- The supplier ensures full compliance with the requirements of the contract;
The supplier is responsible for the quality of documents prepared in accordance with the schedule;
- Draft and final documents to be submitted in Russian or English in MS Word (2007 or later). Used font: Calibri, size: 12. The interview records to be submitted in Russian or English in MS Excel (2007 or later), in agreed format. The presentations to be made in Power Point (2007 or later)

A contract for the provision of services for a period of 2 months to fulfill all expected results. Work shall begin from the moment of signing the contract. After receiving all reporting documents from the Supplier, the project manager provides comments/recommendations and confirmation of acceptance of work within 4-5 days.

**Duration:** 2 months after effective contract date

**Duty station:** Home-based with 1 trip to Nur-Sultan, Kazakhstan per 8 days (including travel days) if the location of a supplier is outside Nur-Sultan, Kazakhstan and if restrictions on accommodation due to the COVID19 pandemic are cancelled for two specialists.

All expenses associated with this work should be included in the price offer.

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

**Important:**
A company shall have all necessary resources for organizing an online survey using digital technologies in case during work there will be additional restrictions on movement due to the COVID19 pandemic.

**V. Required skills and experience:**

- Minimum 10 years of experience in designing and implementing technical assistance projects in energy, preferably in sustainable energy, low-carbon, climate resilient development, related research and feasibility studies, funding solutions and impact assessment.
- At least 7 years of experience in implementation of renewable energy projects, preferably in developing countries, CIS countries.
- Experience in implementation of similar projects in the countries with transition economies, CIS countries, experience in Kazakhstan is an advantage.
- At least 7 years of experience in country risk assessments, including the impact of various risks on the cost of funding (debt and equity) for investment projects in the private sector is required.
- Experience in implementation of projects on assessment of the risk mitigation measures efficiency on a national scale (political, institutional, financial, and other solutions, measures, instruments and institutional arrangements) is an advantage.
- At least 7 years of experience in organizing and implementing international surveys in form of interviews with experts in a related field is required.
- Experience of working with international organizations is an advantage.
- Qualified personnel with provision of copies of Diploma, CVs:
- Group Leader, with high education in Economics or related studies and at least 5 years of experience in organizing and implementing international surveys in form of interviews with experts in a related field; Good working knowledge of English; knowledge of Russian is required.

- Specialist on interview, with high education in Economics or related studies and at least 5 years of experience in organizing and implementing international surveys in form of interviews with experts in a related field; Good working knowledge of English; knowledge of Russian is required.

- Specialist on data analysis, with high education in Economics or related studies and at least 5 years of experience in organizing and implementing surveys in form of interviews with experts in a related field;