



**REQUEST FOR PROPOSAL (RFP) /  
ЗАПРОС НА ПОДАЧУ ПРЕДЛОЖЕНИЯ (ЗП)**

<p>UNDP Project “Towards a sustainable access to justice for legal empowerment in the Kyrgyz Republic”, Project Number: 00104271/ Проект ПРООН и МИД Финляндии «К устойчивому доступу к правосудию для расширения правовых возможностей в Кыргызской Республике», №: 00104271</p> <p>Advancing a more strategic, coordinated, inclusive and responsive implementation of legal and justice sector reform in the Kyrgyz Republic funded by UNDP RBEC / Продвижение стратегической, инклюзивной и гибкой реализации реформы правового и судебного сектора в Кыргызской Республике», финансируемого Глобальной программой ПРООН по Верховенству права</p> <p>Э-почта: <a href="mailto:procurement.sdg.kg@undp.org">procurement.sdg.kg@undp.org</a></p>	<p>DATE / June 23, 2020 <a href="#">ДАТА 23 июня 2020</a></p> <p>Reference: RFP 2020-78 “Support to the hotline 112 through the provision of the primary legal aid to the population in Kyrgyz and Russian languages” / <a href="#">Ссылка: ЗП 2020-78 «Поддержка горячей линии 112 посредством предоставления консультационно-правовой помощи населению на кыргызском и русском языках»</a></p>
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Dear Sir / Madam/ [Уважаемый г-н / г-жа:](#)

We kindly request you to submit your proposal to support the hotline 112 through the provision of the primary legal aid to the population in Kyrgyz and Russian languages / [Просим Вас представить свое предложение по поддержке горячей линии 112 посредством предоставления консультационно-правовой помощи населению на кыргызском и русском языках.](#)

Please be guided by the form attached hereto as Annex 2 and Annex 3, in preparing your Proposal / [При подготовке Предложения используйте, пожалуйста, форму Приложения 2 и Приложения 3.](#)

Proposals, comprising of documents stated in this RFP, should be submitted to UNDP Kyrgyzstan through “UNDP ATLAS E-tendering system” (<https://etendering.partneragencies.org>) in response to event ID: 2020-78/ [Предложения, содержащие необходимые документы, перечисленные в этом ЗП, должны быть предоставлены через систему “UNDP ATLAS E-tendering system” \(<https://etendering.partneragencies.org>\) в ответ на тендер ID: 2020-78](#)

Please check the deadline information through UNDP ATLAS E-tendering system / [Пожалуйста, проверяйте крайний срок подачи заявок через систему UNDP ATLAS E-tendering.](#)

**No hard copy or email submissions will be accepted by UNDP / [ПРООН не будет принимать предложения через электронную почту или вручную.](#)**

The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled and submitted through “UNDP ATLAS E-tendering system” (<https://etendering.partneragencies.org>). / [Файлы технического и финансового предложений с обозначением «ТЕХНИЧЕСКАЯ ЧАСТЬ» и «ФИНАНСОВАЯ ЧАСТЬ» ДОЛЖНЫ БЫТЬ ПОЛНОСТЬЮ ОТДЕЛЬНЫМИ, и каждый из них должен быть загружен отдельно и иметь четкую маркировку. Все документы должны быть предоставлены через систему “UNDP ATLAS E-tendering system” \(<https://etendering.partneragencies.org>\).](#)

The **Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided.** The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected. / **Финансовое предложение должно быть защищено паролем, так чтобы его невозможно было открыть или просмотреть до предоставления пароля.** ПРООН запросит пароль только у тех участников тендера, чье техническое предложение было признано соответствующим техническим требованиям. Неспособность предоставить правильный пароль может привести к отклонению предложения.

**Attention!** Please do not put the price of your proposal in the line item of the Atlas e-tendering platform. Instead put 1 USD. Your actual and detailed financial proposal must be provided and uploaded separately in a password protected file as instructed. / **Внимание!** Пожалуйста, не указывайте цену вашего финансового предложения на платформе электронных торгов в разделе "line items". В этом разделе укажите цену в 1 доллар США. Ваше действительное и подробное финансовое предложение должно быть предоставлено и загружено отдельным файлом, защищенным паролем, в соответствии с инструкциями.

The step by step instructions for registration of Bidders and quotation submission through the UNDP ATLAS E-tendering system is available in the "Instructions Manual for the Bidders", attached with this RFQ. Should you require any training on the UNDP ATLAS E-tendering system or face with any difficulties when registering your company or submitting your proposal, please send an email to the UNDP Procurement Team at [procurement.sdg.kg@undp.org](mailto:procurement.sdg.kg@undp.org) / Пошаговые инструкции по регистрации участников торгов и подаче предложений через систему "UNDP ATLAS E-tendering system" подробно описаны в "Руководстве пользователя для участников торгов", приложенных к данному ЗКП. В случае необходимости разъяснений по системе "UNDP ATLAS E-tendering system" или возникновения сложностей с регистрацией или подачей заявок, необходимо обратиться в отдел закупок ПРООН по электронному адресу: [procurement.sdg.kg@undp.org](mailto:procurement.sdg.kg@undp.org)

The applicants are advised to use Internet Explorer (version 10 or above) to avoid any compatibility issues with the e-tendering system. / Заявителям рекомендуется использовать Internet Explorer (версия 10 или выше), чтобы избежать проблем совместимости с системой электронных торгов.

It shall remain your responsibility to ensure that your application will reach the address above on or before the deadline. Applications that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation /Вы несете ответственность за то, чтобы ваша заявка достигла адреса, указанного выше, в срок или раньше указанного срока. Заявки, полученные ПРООН по истечении указанного выше срока по любой причине, не рассматриваются для оценки.

Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail indicated above [procurement.sdg.kg@undp.org](mailto:procurement.sdg.kg@undp.org). UNDP will respond in writing or by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry/Любой запрос о разъяснении должен быть отправлен в письменной форме или по стандартной электронной почте на адрес или адрес электронной почты, указанный выше [procurement.sdg.kg@undp.org](mailto:procurement.sdg.kg@undp.org). ПРООН ответит в письменной или обычной электронной почте и отправит письменные копии ответа, включая объяснение запроса, без указания источника запроса.

Your Proposal must be expressed in **English or Russian** languages, and valid for a minimum period of **90 days**./ Ваше Предложение должно быть составлено на **английском или русском** языке, и быть действительным в течение минимального периода **90 дней**.

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. / При подготовке Предложения, Вы несете ответственность за то, чтобы заявка достигла адресата в указанные сроки. Предложения, полученные ПРООН после указанного выше срока по любой причине, не будут рассматриваться.

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. / Предлагаемые услуги будут рассмотрены и оценены на основе их полноты и соответствия требованиям Запроса на Предложения, а также соответствия требованиям всех других приложений, содержащих подробные требования ПРООН.

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./ **Контракт будет присужден авторам того Предложения, которое наиболее соответствует всем требованиям Запроса, удовлетворяет всем критериям оценки и предлагает наиболее выгодное соотношение цены и качества услуг. Любое Предложение, которое не отвечает изложенным требованиям, будет отклонено.**

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./ **Любое расхождение между ценой за единицу и совокупной ценой будет перерассчитано со стороны ПРООН, при этом приоритетной является цена за единицу, на основании которой будет исправлена совокупная цена. Если поставщик услуг не согласен с окончательной стоимостью, полученной в результате перерасчета и исправлений арифметических ошибок со стороны ПРООН, то его Предложение будет отклонено.**

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. / **После получения ПРООН Предложения, не принимаются никакие изменения совокупной цены, возможные в результате роста цен, инфляции, колебаний валютных курсов, или любых других рыночных факторов. На момент подписания контракта или заказа на закупку, ПРООН оставляет за собой право изменять (увеличивать или уменьшать) объем услуг или товаров до максимум двадцати пяти процентов (25%) от общего предложения, без каких-либо изменений цены за единицу или других условий и положений.**

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./ **На любой контракт или заказ на закупку, выданный по данному Запросу на подачу предложений, распространяется действие Общих условий и положений контракта, прилагаемых к настоящему документу. Сам факт подачи Предложения предполагает, что поставщик услуг безусловно принимает Общие условия и положения ПРООН, содержащиеся в Приложении 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./ **Обратите, пожалуйста, внимание на то, что независимо от результатов или порядка проведения процесса отбора, ПРООН не несет обязательств по принятию любого Предложения, выдаче контракта или заказа на закупку, а также не несет ответственности за любые расходы, связанные с подготовкой и представлением Предложения поставщиками услуг.**

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: / **Процедура опротестования для поставщиков ПРООН предназначена для предоставления возможности обжалования результатов конкурса лицам или фирмам, которые не получили контракт или заказ на закупку в процессе проведения тендера на предоставление услуг. В случае, если Вы считаете, что с Вами поступили несправедливо, Вы можете найти подробную информацию о процедурах опротестования на сайте:**

<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. / **ПРООН призывает каждого потенциального поставщика услуг к предотвращению возможного конфликта интересов, путем предоставления ПРООН информации о том, были ли Вы, любой из Ваших партнеров или сотрудников причастны к подготовке требований данного Запроса, его проекта, сметы расходов и другой информации, содержащейся в Запросе на Предложение.**

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 : / **ПРООН придерживается политики абсолютного неприятия случаев мошенничества и других запрещенных видов деятельности и выражает свою приверженность делу предотвращения, выявления и расследования всех подобных актов и случаев в отношении ПРООН, а также третьих сторон,**

участвующих в деятельности ПРООН. ПРООН надеется, что ее поставщики будут придерживаться Кодекса поведения поставщика ООН, информация о котором доступна на сайте: [https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscc/conduct\\_english.pdf](https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscc/conduct_english.pdf)

In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interest's paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they: / В ответ на данный ЗП, ПРООН требует, чтобы все потенциальные участники вели себя профессионально, объективно и беспристрастно, всегда ставя во главу угла интересы ПРООН. Участники должны в жёстком порядке избегать конфликтов с другими заданиями или своими собственными интересами и работать, не рассчитывая на будущие контракты. Если у участника будет обнаружен конфликт интересов, то он будет дисквалифицирован. Не ограничивая общий характер вышесказанного, считается, что участник и любые аффилированные лица имеют конфликт интересов с одной или несколькими сторонами в данном процессе, если они:

1. Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; / В прошлом или настоящем связаны с фирмой или любыми аффилированными лицами, которые участвовали в предоставлении услуг ПРООН в области разработки дизайна, спецификаций, технического задания, анализа издержек, составления сметной документации и прочих документов, необходимых для использования при закупке товаров и услуг в рамках данного отборочного процесса;
2. Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or / Участвовали в подготовке и/или дизайне программы или проекта в отношении услуг, запрашиваемых в рамках настоящего ЗП; или
3. Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP. / Если обнаружено, что они находятся в другой ситуации конфликта интересов, как это могло быть установлено ПРООН или сочтено по её усмотрению.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists. / В случае любой неопределённости в отношении интерпретации потенциального конфликта интересов, участники должны сообщить об этом ПРООН и получить подтверждение о существовании или отсутствии конфликта интересов.

Similarly, the Proposers must disclose in their proposal their knowledge of the following: / По такому же принципу участники обязаны в своих предложениях раскрыть свои знания следующего:

1. That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and / Что они - полные или частичные владельцы, должностные лица, директора или представители их ключевого персонала находятся в родственных отношениях с сотрудниками ПРООН, занимающихся функциями закупки и/или Правительства страны или реализующего партнёра, получающих услуги в рамках настоящего ЗП; и
2. All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. / Все прочие обстоятельства, которые потенциально могут привести к фактическому или подразумеваемому конфликту интересов, сговору или ситуации несправедливой конкуренции.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure. / Неспособность раскрыть такую информацию может привести к отклонению предложения или предложений, на которые повлиял факт такого утаивания информации.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following: / Предложения, предоставленные двумя (2) или более заявителями, будут отклонены при обнаружении одного из нижеперечисленных аспектов:

1. they have at least one controlling partner, director or shareholder in common; or / Они имеют как минимум одного общего контролирующего партнёра, директора или акционера; или;
2. any one of them receive or have received any direct or indirect subsidy from the other/s; or / Любой из них получает или получал прямую или непрямую субсидию от другого; или;
3. they have the same legal representative for purposes of this RFP; or / Для целей настоящего ЗП у них один и тот же юридический представитель; или;

4. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process; / Между ними напрямую или через общие третьи стороны установлены взаимоотношения, которые ставят их в ситуацию доступа к информации о предложении или возможности повлиять на предложение другого участника в отношении данного процесса ЗП;
5. they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or / Они являются субподрядчиками друг друга или субподрядчик по одному предложению также подаёт отдельное предложение под своим именем в качестве ведущего заявителя; или
6. an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal. / Эксперт, предлагаемый в составе команды одного участника конкурса, участвует в более чем одном предложении, полученного в рамках настоящего процесса ЗП. Данное условие не применимо в отношении субподрядчиков, включённых в более чем одно предложение.

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture. / Если участник представляет собой группу юридических лиц, которые на момент предоставления предложения сформируют или сформировали совместное предприятие, консорциум или ассоциацию, то они в своём предложении должны подтвердить следующее: (i) они назначили одну из сторон в качестве ведущего юридического лица, соответствующим образом уполномоченного юридически обязывать членов совместного предприятия вместе или по отдельности, и этот факт официально подтверждён нотариально заверенным Соглашением среди юридических лиц, которое должно быть предоставлено вместе с предложением; и (ii) если им присуждён контракт, то он заключается между ПРООН и уполномоченным юридическим лицом, действующим от лица всех юридических лиц-членов совместного предприятия.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can: / После предоставления ПРООН предложения юридическое лицо, которое было уполномочено представлять совместное предприятие, не меняется без получения предварительного письменного согласия ПРООН. Более того, ни ведущее юридическое лицо, ни другое юридическое лицо-член совместного предприятия не могут:

- a) Submit another proposal, either in its own capacity; nor / оставлять другое предложение от своего собственного лица; либо
- b) As a lead entity or a member entity for another joint venture submitting another Proposal. / Выступать в качестве ведущего юридического лица или члена другого подающего предложение совместного предприятия.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP. / Описание организации совместного предприятия/консорциума/ассоциации как в самом предложении, так и в Соглашении о совместном предприятии должно чётко определять ожидаемую роль каждой из сторон совместного предприятия в удовлетворении требований ЗП. Все юридические лица, формирующие совместное предприятие, должны быть предметом оценки правомочности и квалификационной оценки со стороны ПРООН.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner: / Если совместное предприятие представляет послужной список и опыт деятельности согласно требованиям ЗП, то информация должна быть представлена следующим образом:

- a) Those that were undertaken together by the joint venture; and / Работа, выполненная в качестве совместного предприятия; и
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP. / Работа, выполненная отдельными юридическими лицами совместного предприятия, которые будут участвовать в предоставлении услуг, обозначенных в ЗП.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members but should only be claimed by the individual experts themselves in their presentation of their individual credentials. / *Предыдущие контракты, осуществлённые отдельными экспертами, которые работали в частном порядке, но которые постоянно или временно связаны с любой из компаний – членов, не являются частью опыта совместного предприятия или его членов, но являются личным опытом самих экспертов, когда они представляют свои отдельные квалификации.*

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities. / *Если предложение совместного предприятия было определено ПРООН как наиболее подходящее предложение, предлагающее наилучшее качество по наилучшей цене, то ПРООН присуждает контракт совместному предприятию на имя уполномоченного ведущего юридического лица. Ведущее юридическое лицо подписывает контракт от лица всех других членов совместного предприятия.*

Thank you and we look forward to receiving your Proposal. / *Благодарю Вас и ждём Ваших предложений.*

Sincerely yours,

Ms. Ainura Alymbekova,

“Towards a sustainable access to justice for legal empowerment in the Kyrgyz Republic”

UNDP Project Coordinator

*Ainura Alymbekova*

*С уважением,*

Г-жа Айнура Алымбекова,

координатор Проекта ПРООН

*«К устойчивому доступу к правосудию для расширения правовых возможностей в Кыргызской Республике»*



## Description of Requirements/ Описание требований

Context of the Requirement/ Контекст требования	UNDP and MFA Finland project “Towards a sustainable access to justice for legal empowerment in the Kyrgyz Republic”, Project Number: 00104271/ Проект ПРООН и МИД Финляндии «К устойчивому доступу к правосудию для расширения правовых возможностей в Кыргызской Республике»
Brief Description of the Required Services/ Краткое описание требуемых услуг	Support to the hotline 112 through the provision of the primary legal aid to the population in Kyrgyz and Russian languages / Поддержка горячей линии 112 посредством предоставления консультационно-правовой помощи населению на кыргызском и русском языках
List and Description of Expected Outputs to be Delivered/ Перечень и описание ожидаемых результатов	Please refer to the Terms of Reference, section “Scope of Activities” (Annex 1)/ Пожалуйста, обратитесь к Техническому заданию, раздел «Объем работ» (Приложение 1)
Person to Supervise the Work/Performance of the Service Provider / Лицо, которое контролирует работу/исполнение контракта со стороны Поставщика услуг	Project Coordinator/ Координатор Проекта
Progress Reporting Requirements/ Требования отчетности о ходе работ	Please refer to the Terms of Reference, section “Reporting requirements” (Annex 1)/ Пожалуйста, обратитесь к Техническому заданию, раздел «Требования отчетности» (Приложение 1)
Location of work/ Место выполнения работ	Bishkek, Kyrgyz Republic / Кыргызская Республика, г. Бишкек
Expected duration of work/ Планируемая длительность работ	Within 5 months from the date of signing the contract/ в течение 5 месяцев с момента подписания контракта
Target start date / Планируемая дата начала	August 2020/ август 2020 года
Latest completion date/ Крайний срок завершения	December 2020/ декабрь 2020 года
Travels Expected/ Ожидаемые командировки	Please refer to the Terms of Reference, section “Final deliverables” (Annex 1)/ Пожалуйста, обратитесь к Техническому заданию, раздел «ожидаемые результаты» (Приложение 1)
Implementation Schedule indicating breakdown and timing of activities/sub-activities/ График выполнения с разбивкой и	<input checked="" type="checkbox"/> Required/ Требуется

указанием сроков всех видов работ	
Names and curriculum vitae of individuals who will be involved in completing the services/ Имена и резюме лиц, занимающихся предоставлением услуг	<input checked="" type="checkbox"/> Required/ Требуется
Currency of Proposal/ Валюта предложения	<input checked="" type="checkbox"/> United States Dollars/ Доллары США
Value Added Tax on Price Proposal/ НДС по финансовому предложению	<p><input checked="" type="checkbox"/> For local contractors: Prices should be indicated in line with a letter of Ministry of Economy of the Kyrgyz Republic №18-2/4416 dd. 23.03.2020 with regard to international organizations enjoying preferential taxation in 2020 in the Kyrgyz Republic. / Цены должны быть указаны согласно письма Министерства экономики Кыргызской Республики №18-2/4416 от 23.03.2020 в отношении международных организаций, пользующихся правом льготного налогообложения на 2020 год в Кыргызской Республике.</p> <p>Offers with prices provided not in line with the Ministry of Economy's letter as indicated above are subject to rejection for further evaluation / Предложения, в которых цены предоставлены не в соответствии с вышеуказанным письмом Министерства экономики не будут допущены к последующей оценке.</p>
Validity Period of Proposals/ Срок действия предложения	<p><input checked="" type="checkbox"/> 90 days/ 90 дней</p> <p>In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal. / В исключительных случаях ПРООН может просить кандидата о продлении срока действия Предложения, первоначально указанного в данном ЗП. В таком случае, продление срока Предложения подтверждается в письменной форме, без внесения каких-либо изменений.</p>
Partial Quotes/ Частичные котировки, коммерческие предложения	<input checked="" type="checkbox"/> Not permitted/ Не допускается
Payment Terms/ Условия оплаты	<p>Please refer to the Terms of Reference, section "Final deliverables" (Annex 1)/ Пожалуйста, обратитесь к Техническому заданию, раздел «ожидаемые результаты» (Приложение 1)</p> <p><i>Within thirty (30) days from the date of meeting the following conditions: UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and Receipt of invoice from the Service Provider/В течение тридцати (30) дней с момента выполнения следующих условий: Письменный документ о приёме ПРООН (т.е. не просто квитанция об оплате) качества результатов; и Получение от Поставщика услуг счета к оплате.</i></p> <p>For local contractors in Kyrgyzstan UNDP shall effect payment in Kyrgyz Som based on the prevailing UN operational rate of exchange on the month of payment. / Для контракторов, зарегистрированных в Кыргызской Республике, оплата будет производиться в кыргызских сомах по официальному обменному курсу ООН, применяемый в момент выплаты.</p> <p>The prevailing UN operational rate of exchange is available for public from the following link: <a href="http://treasury.un.org/operationalrates/OperationalRates.aspx">http://treasury.un.org/operationalrates/OperationalRates.aspx</a>/ Официальный обменный курс ООН публикуется на: <a href="http://treasury.un.org/operationalrates/OperationalRates.aspx">http://treasury.un.org/operationalrates/OperationalRates.aspx</a></p>
Person(s) to review/inspect/ approve outputs/	Project Coordinator/ Координатор Проекта



completed services and authorize the disbursement of payment/ Лицо (лица), ответственные за контроль/ проверку/ утверждение результатов и оказанных услуг, и выдачу разрешения об оплате	
Type of Contract to be Signed/ Вид Контракта, который будет подписан	<input checked="" type="checkbox"/> Contract for Services and /or Goods/ Договор на закупку Товаров и / или оказание Услуг
Criteria for Contract Award/ Критерии для заключения контракта	<p><input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)/ Наивысшая совокупная оценка (на основе следующего удельного распределения значимости оценки: техническое предложение (70%) и финансовое предложение (30%))</p> <p><input checked="" type="checkbox"/> 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./ Полное признание Общих условий и положений контрактов ПРООН (ОУПК). Это является обязательным критерием, который должен присутствовать независимо от характера требуемых услуг. Отказ от принятия ОУПК может быть основанием для отклонения Предложения.</p>
Criteria for the Assessment of Proposal / Критерии оценки Предложения	<p><b><u>Technical Proposal (70%) / Техническое предложение (70%)</u></b></p> <p><input checked="" type="checkbox"/> Expertise of the Firm (10%) / Опыт фирмы (10%)</p> <p><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (7%) / Методология, её соответствие условиям и срокам Графика Выполнения (7%)</p> <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel (53%) / Структура управления и квалификация ключевого персонала (53%)</p> <p><b><u>Financial Proposal (30%)/Финансовое предложение (30%)</u></b></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP / Рассчитывается как отношение цены Предложения к самой низкой цене среди всех предложений, полученных ПРООН.</p>
Format proposals / Формат предложений	<p>The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled and submitted through "UNDP ATLAS E-tendering system" (<a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a>). / Файлы технического и финансового предложений с обозначением «ТЕХНИЧЕСКАЯ ЧАСТЬ» и «ФИНАНСОВАЯ ЧАСТЬ» ДОЛЖНЫ БЫТЬ ПОЛНОСТЬЮ ОТДЕЛЬНЫМИ, и каждый из них должен быть загружен отдельно и иметь четкую маркировку. Все документы должны быть предоставлены через систему "UNDP ATLAS E-tendering system" (<a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a>).</p> <p>The <b><u>Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided.</u></b> The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected. / <b><u>Финансовое предложение должно быть защищено паролем, так чтобы его невозможно было открыть или просмотреть до предоставления пароля.</u></b> ПРООН запросит пароль только у тех участников тендера, чье техническое предложение было признано соответствующим техническим требованиям. Неспособность предоставить правильный пароль может привести к отклонению предложения.</p> <p><b><u>Attention!</u></b> Please do not put the price of your proposal in the line item of the Atlas e-tendering platform. Instead put 1 USD.</p>

	<b>Your actual and detailed financial proposal must be provided and uploaded separately in a password protected file as instructed. / <u>Внимание! Пожалуйста, не указывайте цену вашего финансового предложения на платформе электронных торгов в разделе "line items". В этом разделе укажите цену в 1 доллар США. Ваше действительное и подробное финансовое предложение должно быть предоставлено и загружено отдельным файлом, защищенным паролем, в соответствии с инструкциями.</u></b>
<b>Required Documents that must be Submitted to Establish Qualification of Proposers / <u>Документы, которые должны быть поданы для подтверждения квалификации Претендентов</u></b>	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2 and 3 and also all supporting documents requested in Annex 2 and 3, and in accordance with the list of requirements in Annex 1; / <u>Должным образом заполненные формы Приложений 2 и 3, а также сопутствующие документы, требуемые в Приложениях 2 и 3, в соответствии с перечнем требований в Приложении 1;</u> <input checked="" type="checkbox"/> Offeror's Information Form (Annex 4) / <u>Информация Об Участнике Торгов (Приложение 4);</u> <input checked="" type="checkbox"/> Joint Venture/Consortium/Association Information Form if applicable (Annex 5) / <u>Форма данных о совместном предприятии/консорциуме/ассоциации если применимо (Приложение 5);</u> <input checked="" type="checkbox"/> Legal entity or private entrepreneur certificate from the relevant authority (enclose a copy) / <u>Свидетельство о регистрации юридического лица или частного предпринимателя от соответствующего органа (приложить копию);</u> <input checked="" type="checkbox"/> Any documents to proof relevant previous experience/ <u>Любые документы, подтверждающие соответствующий предыдущий опыт;</u> <input checked="" type="checkbox"/> CVs and copies of Diploma(s) of required key staff as per Terms of Reference. / <u>Резюме и копии дипломов ключевого персонала в соответствии с требованиями Технического задания;</u> <input checked="" type="checkbox"/> Other relevant documents, as requested in the Terms of Reference. / <u>Другие необходимые документы в соответствии с требованиями Технического задания.</u>
UNDP will award the contract to: / <u>ПРООН заключит контракт с:</u>	<input checked="" type="checkbox"/> One and only one Service Provider/ <u>Одним и только одним Поставщиком услуг</u>
Annexes to this RFP/ <u>Приложения к ЗП</u>	<input checked="" type="checkbox"/> Detailed TOR (Annex 1); / <u>Подробное ТЗ (Приложение 1);</u> <input checked="" type="checkbox"/> Form for Submission of Technical Proposal (Annex 2); / <u>Форма заявки представления Технического Предложения (Приложение 2);</u> <input checked="" type="checkbox"/> Form for Submission of Financial Proposal (Annex 3); / <u>Форма заявки представления Финансового Предложения (Приложение 3);</u> <input checked="" type="checkbox"/> Offeror's Information Form (Annex 4) / <u>Информация об участнике торгов (Приложение 4);</u> <input checked="" type="checkbox"/> Joint Venture/Consortium/Association Information Form if applicable (Annex 5) / <u>Форма данных о совместном предприятии/консорциуме/ассоциации если применимо (Приложение 5);</u> <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 6); / <u>Общие условия и положения / Особые условия (Приложение 6).</u>
Liquidated Damages / <u>Договорная неустойка</u>	0.5% of contract value for every day of delay, up to a maximum duration of calendar 20 calendar days. Thereafter, the contract may be terminated. / <u>0,5% от суммы контракта за каждый день просрочки максимальной длительностью до 20 календарных дней. После этого действие контракта может быть прекращено.</u>
Deadline for Submission / <u>Крайний срок подачи</u>	Please refer to the date indicated at: <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a> Дата и время согласно: <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a>
Proposal Submission Address / <u>Адрес подачи предложений</u>	<a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a> Business Unit: KGZ10 Event ID: 2020-78
Allowable Manner of Submitting Proposals / <u>Допустимый способ подачи предложений</u>	e-Tendering / <u>Подача через портал электронных торгов</u>
Manner of Disseminating Supplemental Information to the RFP	Direct communication to prospective Proposers by email and Posting on the websites: <a href="http://www.undp.org">www.undp.org</a> ; <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a>

and responses/clarifications to queries / Способ распространения дополнительной информации к ЗП и предоставления ответов / разъяснений на запросы	<p>Прямое сообщение потенциальным участникам по электронной почте и размещение на веб-сайтах:  <a href="http://www.kg.undp.org">www.kg.undp.org</a>;  <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a></p>
Guides on use of e-tendering system / Инструкции использования системы электронных торгов	<p>E-tendering user guide and video guides for registration and submission of a bid are available in English and Russian at the following link:  <a href="https://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/">https://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</a></p> <p>Руководство пользователя для участников торгов и видео инструкции по регистрации и подаче заявки доступны на английском и русском языках по следующей ссылке:  <a href="https://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/">https://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</a></p>
Electronic submission (eTendering) requirements / Подача предложения в электронном формате (через портал электронных торгов)	<p>Please note that when uploading files, the following restrictions and specifications must be followed:</p> <ul style="list-style-type: none"> <li>• File name can only contain 60 characters.</li> <li>• File name and description cannot contain special characters and letters from other alphabets. It should only contain Latin letters.</li> <li>• If you are uploading a large number of files (ex. 15 or more), please zip the files into a ZIP folder and upload the folder instead of each file individually. You can upload several ZIP folders, but if you do this, please note that the total size of each ZIP folder uploaded cannot exceed 50MB.</li> <li>• Please read the solicitation documents of the event carefully to ensure that you are meeting the event requirements for document submission. There may be restrictions on the size and format of the uploaded files.</li> </ul> <p>/ <u>Обратите внимание, что при загрузке файлов, следующее ограничения и спецификации должны соблюдаться:</u></p> <ul style="list-style-type: none"> <li>• <u>Имя файла не должно превышать 60 символов.</u></li> <li>• <u>Имя и описание файла не должны содержать специальные символы и буквы других алфавитов. Они должны содержать только латинские буквы.</u></li> <li>• <u>При выгрузке большого количества файлов (например, 15 или более) упакуйте файлы в папку ZIP и выгрузите папку вместо того, чтобы выгружать файлы по одному. Вы можете выгрузить несколько папок ZIP, но обратите внимание, что общий размер каждой выгружаемой папки ZIP не должен превышать 50 МБ.</u></li> </ul> <p><u>Ознакомьтесь с приглашением к участию в конкурсе, чтобы убедиться в соблюдении требований, предъявляемым к подаче документации. Могут существовать ограничения по размеру и формату выгружаемых файлов.</u></p>
Contact Person for Inquiries (Written inquiries only) <sup>1</sup> / Контактное лицо для информации	<p><a href="mailto:procurement.sdg.kg@undp.org">procurement.sdg.kg@undp.org</a></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers./ Любая задержка с ответом со стороны ПРООН не должна использоваться в качестве причины для продления срока для представления предложения,</p>

<sup>1</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received./ Данное контактное лицо и адрес официально назначаются ПРООН. Если запросы отправляются другим лицам или по другим адресам, даже если они являются сотрудниками и адресами сотрудников ПРООН, ПРООН не обязана ни отвечать на подобные запросы, ни подтверждать, что запрос был получен.

(Только для письменных вопросов)	за исключением случаев, когда ПРООН определяет, что такое продление является необходимым и сообщает кандидатам новый срок
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## Evaluation and comparison of proposals / Оценка и сравнение предложений

A two-stage procedure will be utilized in evaluating the proposals with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. / Предложения пройдут двухэтапную оценку, с первоначальной оценкой технической части предложения до вскрытия и рассмотрения финансовой части предложения.

Final evaluation will be based on the methodology of cumulative analysis/ Финальная оценка будет основана на методе кумулятивного анализа:

$$\text{Total score} = \text{Technical Score} + \text{Financial Score} /$$

*Общая оценка = техническая оценка + финансовая оценка.*

Technical Criteria weight - 70%, 700 scores maximum / Мера технических критериев - 70%, 700 максимальных баллов.

Financial Criteria weight - 30%. 300 scores maximum / Мера финансовых критериев - 30%. 300 максимальных баллов.

Only companies obtaining a minimum of 490 from 700 points in the Technical part of evaluation would be considered for the Financial Evaluation as per the following formula:

$$P = Y * (L/Z), \text{ where}$$

*P = points for the financial proposal being evaluated*

*Y = maximum number of points for the financial proposal*

*L = price of the lowest price proposal*

*Z = price of the proposal being evaluated*

Только компании, получившие минимум 490 баллов из 700 баллов в технической оценке будут рассмотрены для финансовой оценки, при этом для расчётов будет применена следующая формула:

$$P = Y * (L/Z), \text{ где}$$

*P = баллы за оцениваемое финансовое предложение*

*Y = максимальное количество баллов за финансовое предложение*

*L = минимальное финансовое предложение*

*Z = цена рассматриваемого финансового предложения*

The contract will be awarded to the Offeror who obtains the maximal points combined scope of Technical and Financial proposals / Контракт будет присужден компании набравшей максимальный балл суммы Финансового и Технического предложений.

## Minimum Eligibility Criteria / Минимальные критерии правомочности участия

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage. / ПРООН изучает предложения для определения, что они полностью соответствуют минимальным документальным требованиям, что документы были соответствующим образом подписаны, что участники не состоят в списке террористов и финансистов терроризма Совета Безопасности ООН 1267/1989, а также в списке ПРООН запрещённых или временно отстранённых поставщиков, что предложения в общем находятся в порядке, а также удовлетворяются и другие индикаторы, которые могут использоваться на данной стадии. ПРООН может отклонить любое предложение на данном этапе.

Prior to technical evaluation all proposals will be thoroughly screened against below eligibility criteria (minimum qualification requirements): / Все предложения до технической оценки будут оценены на предмет соответствия следующим минимальным критериям:

For Company/для организации:

- **Legal entity or private entrepreneur certificate from the relevant authority (enclose a copy) / Свидетельство о регистрации юридического лица или частного предпринимателя от соответствующего органа (приложить копию);**

For JV/Consortium/Association, every Party separately should meet minimum eligibility criteria / В случае СП/ консорциума/ ассоциации, каждый участник в отдельности должен отвечать минимальным критериям правомочности участия.

Evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% (490) of the obtainable score of 700 points in the evaluation of the technical proposals. / Оценка технического предложения подлежит завершению до вскрытия и сравнения любого финансового предложения. Ценовое предложение вскрывается только при получении минимального технического балла 70% (490) из достижимых 700 пунктов в оценке технического предложения.

#### Technical Evaluation / Техническая оценка

Technical proposal is evaluated on the basis of its responsiveness to the ToR (Annex 1) and based on the following «Technical Proposal Evaluation» Form (for JV/Consortium/Association, all Parties cumulatively should meet technical requirements): / Техническое предложение будет рассмотрено согласно соответствию ТЗ (Приложение 1), на основе следующей формы «Оценка Технического предложения» (в случае СП/ консорциума/ ассоциации, все стороны в совокупности должны отвечать техническим требованиям):

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of the Firm / Опыт фирмы	10%	100					
2.	Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan / Методы, соответствие условиям и срокам Графика Выполнения	7%	70					
3.	Management Structure and Qualification of Key Personnel / Структура управления и квалификация ключевого персонала	53%	530					
Total			700					

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of the Firm/Опыт фирмы							
1.1	Availability of successfully implemented contracts in the area of state-guaranteed legal aid (FLA) (please provide the copies of relevant contracts)/Наличие успешно выполненных контрактов в сфере гарантированной государством юридической помощи (ГГЮП) (пожалуйста, предоставьте копии контрактов).  For each implemented contract – 20 points, but no more than 60 points / За каждый выполненный контракт 20 баллов, но не более –60 баллов.	60					
1.2	Experience in provision of the legal aid to the population through the hotline ( please provide the copies of relevant contracts) / Опыт предоставления юридической помощи населению через горячую линию (пожалуйста предоставьте копии контрактов)  For each implemented contract – 20 points, but no more than 40 points / За каждый выполненный контракт 20 баллов, но не более –40 баллов.	40					
		100					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan / Методы, соответствие условиям и срокам Графика Выполнения							
2.1	<p>The proposed methodology contains approaches, tools and methods that will be used in the performance of the task in the framework of the hotline activities/ Предлагаемая методология содержит подходы, инструменты и методы, которые будут использоваться при выполнении задачи в рамках деятельности горячей линии;</p> <p>Excellent / Высокий – 31-40 Good / Хорошо – 21-30 Satisfactory / Удовлетворительно –11-20 Poor / Плохо – 0-10</p>	40					
2.2	<p>The proposed methodology includes a description of the methodology of interactive and innovative approach that will be used to perform tasks in accordance with TOR/ Предлагаемая методология включает в себя описание методики интерактивного и инновационного подхода который будет использован для выполнения задач согласно ТЗ.</p> <p>Excellent / Высокий – 20-30 Good / Хорошо – 11-20 Satisfactory / Удовлетворительно –6-10 Poor / Плохо – 0-5</p>	30					
		70					

Technical Proposal Evaluation Form 3		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Lawyer with a specialization in family law/Юрист со специализацией в области семейного права							
3.1	Bachelor's degree or equivalent in law (copy of Diploma)/Наличие степени бакалавра или эквивалент в области права (копия диплома);	5					
3.2	Experience in the legal area / Опыт работы в юридической сфере;  5 points per each year of experience, but no more than 50 points/5 баллов за каждый год опыта работы, но не более 50 баллов.	50					
3.3	Experience in protecting citizens' rights in the field of family and legal relations (Resume)./ Опыт работы по защите прав граждан в сфере семейно-правовых отношений (резюме); For each year of relevant experience– 10 points, but no more than 20 points / За каждый год соответствующего опыт 10 баллов, но не более – 20 баллов.	20					
3.4	Language skills: Fluency in Russian/ Свободное владение русским языком	5					
Lawyer with a specialization in civil law/ Юрист со специализацией в области гражданского права:							
3.5	Bachelor's degree or equivalent in law (copy of Diploma)/Наличие степени бакалавра или эквивалент в области права (копия диплома);	5					
3.6	Experience in the legal area / Опыт работы в юридической сфере;  5 points per each year of experience, but no more than 50 points/5 баллов за каждый год опыта работы, но не более 50 баллов.	50					



3.7	Experience in protecting the rights of citizens in civil-legal relations (including business law) (Resume/Опыт работы по защите прав граждан в сфере гражданско-правовых отношений (в том числе предпринимательское право) (резюме); <i>For each year of relevant experience– 10 points, but no more than 20 points / За каждый год соответствующего опыт 10 баллов, но не более – 20 баллов.</i>	20						
3.8	Language skills: Fluency in Russian/ Свободное владение русским языком	5						
<b>Lawyer with a specialization in labour law/ Юрист со специализацией в области трудового права:</b>								
3.9	Bachelor's degree or equivalent in law (copy of Diploma)/Наличие степени бакалавра или эквивалент в области права (копия диплома);	5						
3.10	Experience in the legal area / Опыт работы в юридической сфере;  5 points per each year of experience, but no more than 50 points/5 баллов за каждый год опыта работы, но не более 50 баллов.	50						
3.11	Experience in protecting the rights of citizens in the field of labor relations and resolving individual labor disputes (Resume) /Опыт работы по защите прав граждан в сфере трудовых отношений и разрешению индивидуальных трудовых споров (резюме);  <i>For each year of relevant experience– 10 points, but no more than 20 points / За каждый год соответствующего опыт 10 баллов, но не более – 20 баллов.</i>	20						
3.12	Language skills: Fluency in Russian/ Свободное владение русским языком	5						
<b>Lawyer with a specialization in criminal law /Юрист со специализацией в области уголовного права:</b>								
3.13	Bachelor's degree or equivalent in law (copy of Diploma)/Наличие степени бакалавра или эквивалент в области права (копия диплома);	5						
3.14	Experience in the legal area / Опыт работы в юридической сфере;  5 points per each year of experience, but no more than 50 points/5 баллов за каждый год опыта работы, но не более 50 баллов.	50						
3.15	Experience in providing legal aid in the field of criminal law (Resume)/Опыт работы по предоставлению юридической помощи в сфере уголовного права (резюме);  <i>For each year of relevant experience– 10 points, but no more than 20 points / За каждый год соответствующего опыт 10 баллов, но не более – 20 баллов.</i>	20						
3.16	Language skills: Fluency in Russian/ Свободное владение русским языком	5						
<b>Lawyer with a specialization in notary actions/Юрист со специализацией в области нотариальных действий:</b>								
3.17	Bachelor's degree or equivalent in law (copy of Diploma)/Наличие степени бакалавра или эквивалент в области права (копия диплома);	5						
3.18	Experience in the legal area / Опыт работы в юридической сфере;  5 points per each year of experience, but no more than 50 points/5 баллов за каждый год опыта работы, но не более 50 баллов.	50						
3.19	Licenses for the right to engage in notary activities/Лицензии на право занятия нотариальной деятельностью;	20						
3.20	Language skills: Fluency in Russian/ Свободное владение русским языком	5						
<b>Lawyer with a specialization in mediation and pre-trial resolution of issues/Юрист со специализацией в области медиации и досудебного разрешения вопросов:</b>								

3.21	Bachelor's degree or equivalent in law (copy of Diploma)/Наличие степени бакалавра или эквивалент в области права (копия диплома);	5						
3.22	Experience in the legal area / Опыт работы в юридической сфере;  5 points per each year of experience, but no more than 50 points/5 баллов за каждый год опыта работы, но не более 50 баллов.	50						
3.23	Mediator's testimony/Свидетельство медиатора	20						
3.24	Experience in mediation and pre-trial dispute resolution (Resume)/Опыт работы в области медиации и досудебного разрешения споров (резюме);  For each year of relevant experience– 10 points, but no more than 20 points / За каждый год соответствующего опыт 10 баллов, но не более – 20 баллов.	20						
3.25	Language skills: Fluency in Russian/ Свободное владение русским языком	5						
<b>Lawyer with knowledge of English/Юрист со знанием английского языка</b>								
3.26	Language skills: Fluency in English/ Свободное владение английским языком  5 points/5 баллов – not easily/с затруднением 10 points/10 баллов - easily/свободно	10						
<b>2 Lawyers with knowledge of Kyrgyz/2 Юриста со знанием кыргызского языка</b>								
3.27	Language skills: Fluency in Kyrgyz  5 points/5 баллов – not easily/с затруднением 10 points/10 баллов - easily/свободно	10						
3.28	Language skills: Fluency in Kyrgyz  5 points/5 баллов – not easily/с затруднением 10 points/10 баллов - easily/свободно	10						
		<b>530</b>						

#### TERMS OF REFERENCE/ ТЕХНИЧЕСКОЕ ЗАДАНИЕ

<b>Project title/ Название проекта:</b>	UNDP Project “Towards a sustainable access to justice for legal empowerment in the Kyrgyz Republic”, Project Number: 00104271/ Проект ПРООН и МИД Финляндии «К устойчивому доступу к правосудию для расширения правовых возможностей в Кыргызской Республике», №: 00104271  Advancing a more strategic, coordinated, inclusive and responsive implementation of legal and justice sector reform in the Kyrgyz Republic funded by UNDP RBEC / Продвижение стратегической, инклюзивной и гибкой реализации реформы правового и судебного сектора в Кыргызской Республике», финансируемого Глобальной программой ПРООН по Верховенству права
<b>Title of Assignment:/ Функциональные требования:</b>	Support to the hotline 112 through the provision of the primary legal aid to the population in Kyrgyz and Russian languages/ Поддержка горячей линии 112 посредством предоставления консультационно-правовой помощи населению на кыргызском и русском языках
<b>Duty station:/ Место работы:</b>	Bishkek, Kyrgyz Republic / Бишкек, Кыргызская Республика

<b>Type of contract:/ Вид контракта:</b>	Contract for services / Контракт на предоставление услуг
<b>Contract Duration:/ Длительность контракта:</b>	August- December 2020 / Август – Декабрь 2020 года  Within 5 months from the date of signing the contract (August -December 2020)/ в течение 5 месяцев с момента подписания контракта (Август – Декабрь 2020 года)

#### BACKGROUND / ИСХОДНЫЕ ДАННЫЕ

Nowadays, global spread of coronavirus has also reached upon Kyrgyzstan. Official statistics indicates, as of June 17<sup>th</sup>, 2020 the coronavirus was confirmed with 2562 people including 1236 men and 1326 women. In connection with the coronavirus, the Kyrgyz authorities are now making significant efforts to prevent its spread and infection. A state of emergency (SE) was declared, the capital Bishkek and several districts were "planted" in quarantine, medics and law enforcement agencies were transferred to an emergency mode, curfews, requiring people to remain indoors between specified hours, were introduced in several areas. On April 14, 2020 by the Decree of the President of the Kyrgyz Republic the SE was extended till April 30, 2020. The Decree was discussed and confirmed by the Parliament on April 15, 2020. In addition to the capital Bishkek, Osh, Jalal-Abad and Batken regions, where a curfew has already been introduced, a similar regime has also been introduced in Naryn region. The curfew and emergency state were abolished on 10 May 2020 while the emergency situation is still going on. With the restart of economic activity in the country late May, the number of confirmed cases also started growing up./ В настоящее время глобальное распространение коронавируса достигло и Кыргызстана. Официальная статистика показывает, что по состоянию на 17 июня 2020 года коронавирус был подтвержден у 2562 человек, включая 1236 мужчин и 1326 женщин. В связи с коронавирусом, власти Кыргызстана в настоящее время прилагают значительные усилия для предотвращения его распространения и заражения. Было объявлено чрезвычайное положение (ЧП), столица Бишкек и несколько районов были "посажены" в карантин, медики и правоохранительные органы были переведены в режим чрезвычайного положения, в нескольких районах был введен комендантский час, требующий, чтобы люди оставались в помещении в указанные часы. Указом Президента от 14 апреля 2020 режим чрезвычайного положения был продлен до 30 апреля 2020 года. Данный Указ был утвержден Парламентом 15 апреля 2020 года. Помимо столицы города Бишкека, Ошской, Жалал-Абадской и Баткенской области, где уже был введен комендантский час, аналогичный режим введен и на территории Нарынской области. Комендантский час и чрезвычайное положение были отменены 10 мая 2020 года, но режим чрезвычайной ситуации все еще продолжается. С возобновлением экономической деятельности в стране в конце мая число подтвержденных случаев заболевания также начало расти.

During the emergency state/situation period, the Office of the Government, the Ministry of Internal Affairs and other institutions of the justice sector have been facing several difficulties in implementing them, which by law shall require a balance between lawful restrictions of rights and the danger posed by the possible spread of Covid-19. To date, public authorities, including law enforcement and justice agencies have not yet received clear instructions, including about necessity and proportionality of use of force and restrictions powers, whereas citizens have also not been informed properly about their rights, responsibilities and duties as per adopted provisions, as well as remedies in case of legal and human rights abuses. / В период чрезвычайной ситуации/положения аппарат правительства, министерство внутренних дел и другие учреждения сектора правосудия сталкиваются с рядом трудностей в их осуществлении, которое по закону требует баланса между законными ограничениями прав и опасностью, которую представляет собой возможное распространение "Ковида-19". До настоящего времени государственные органы, включая правоохранительные и судебные органы, до сих пор не получили четких инструкций, в том числе о необходимости и соразмерности полномочий по применению силы и ограничений, в то время как граждане также не были должным образом проинформированы о своих правах, обязанностях и обязанностях в соответствии с принятыми положениями, а также о средствах правовой защиты в случае нарушения прав человека.

#### OBJECTIVES/ ЦЕЛЬ

Organization of the primary legal assistance to the population through the hotline 112 on issues related to the introduction and consequences of the emergency situation, in connection with the epidemiological situation in the country, as well as on issues of labor relations, family legal relations, including domestic violence, fulfillment of contractual obligations and other issues of civil-legal relations (loans, credits, business law, etc.) in Kyrgyz and Russian languages/ Организация консультационно-правовой помощи населению через горячую линию 112 по вопросам, связанным с введением и последствиями режима чрезвычайной ситуации, в связи эпидемиологической ситуацией в стране, а также по вопросам трудовых правоотношений, семейных правоотношений, в том числе, домашнего насилия, исполнения договорных обязательств и по другим вопросам гражданско-правовых отношений (займы, кредиты, предпринимательское право и др.) на кыргызском и русском языках.

**SCOPE OF WORK/ ЗАДАЧИ**

The contractor should perform the following work\ поставщик должен провести следующую работу:

1. Provide 6 lawyers and conduct online training for them on receiving and processing incoming calls through the hotline 112. Training should be carried out jointly with the hotline 112 staff / Предоставить 6 юристов и провести с ними онлайн обучение по приему и обработке входящих звонков через горячую линию 112. Обучение должно быть проведено совместно с сотрудниками горячей линии 112;
2. Develop instructions on how to provide legal aid through the hotline 112 for lawyers of the hotline. /Разработать инструкции о порядке предоставления юридической помощи посредством горячей линии 112 для юристов горячей линии;
3. Organize the work (make a schedule, coordinate the work) of 6 lawyers. Establish a mechanism for work coordination by receiving weekly reports on the number of calls received, including the following data: a) by date; b) by time; c) the essence of the question; d) the type of assistance/Организовать работу (составить график, координировать работу) 6 юристов. Установить механизм координации работы посредством получения еженедельных отчетов о количестве принятых звонков, включая данные: а) по дате; б) по времени; в) по сути вопроса; г) по форме оказанной помощи;
4. Provide primary legal assistance to the public in the Kyrgyz and the Russian languages through the hotline 112 daily from 8 a.m. to 8 p.m., 6 days per week, during 5 months in 2020, i.e. /Обеспечить предоставление консультационно-правовой помощи населению на кыргызском и русском языках через горячую линию 112 ежедневно с 8.00 ч до 20.00 ч, 6 дней в неделю, в течение 5 месяцев 2020 года т.е.;
5. Submit monthly report on the primary legal aid provided through the hotline 112 (statistical, analytical report with the disaggregated data on sex)/Каждый месяц предоставлять отчет об оказанной посредством горячей линии 112 консультационно-правовой помощи (статистический, аналитический отчет с данными дезагрегированными по полу).

**FINAL DELIVERABLES/ ОКОНЧАТЕЛЬНЫЙ РЕЗУЛЬТАТ**

Products	Deadline	Payment structure
<p>1. 6 lawyers provided and conducted online training conducted for them and the hotline staff to receive and process incoming calls through the hotline 112 /проведен совместный онлайн тренинг с 6-ю юристами и с сотрудниками горячей линии по приему и обработке входящих звонков по горячей линии 112;</p> <p>2. instructions elaborated and presented for the lawyers of the hotline 112 on how to provide legal aid through the hotline/разработаны и представлены инструкции для юристов горячей линии 112 о порядке предоставления юридической помощи посредством горячей линии;</p> <p>3. The work of 6 lawyers is organized (schedule for each lawyer is made, coordination mechanisms of their work is developed). A mechanism for work coordination by receiving weekly reports on the number of calls received, including the following data: a) by date; b) by time; c) the essence of the question; d) the type of assistance is established./ Организована работа 6 юристов (составлен график работы каждого юриста, разработаны механизмы координации их работы). Механизм координации работы посредством получения еженедельных отчетов о количестве принятых звонков, включая данные: а) по дате; б) по времени; с) по сути вопроса; d) по форме оказанной помощи установлен;</p> <p>Each lawyer is provided with appropriate telephone device/ Каждый оператор обеспечен соответствующим телефонным аппаратом;</p> <p>4. Primary legal assistance to the public is provided in Kyrgyz and Russian languages through the hotline 112 daily from <b>8 a.m. to 8 p.m., 6 days a week, during the 1<sup>st</sup> month</b> /Обеспечено предоставление консультационно-правовой помощи населению на кыргызском и русском языках через горячую линию 112 ежедневно <b>с 8.00 ч до 20.00 ч, 6 дней в неделю, в течение первого месяца;</b></p> <p>5. Report on the primary legal aid provided through the hotline 112 (statistical, analytical report with the disaggregated data on sex)) for the 1 month is submitted/отчет об оказанной посредством горячей линии 112 консультационно-правовой помощи (статистический, аналитический отчет с разбивкой данных по полу) за один месяц предоставлен.</p>	<p>1 month after signing the contract/1 месяц после подписания контракта</p>	<p>30%</p>
<p>1. Primary legal assistance to the public in Kyrgyz and Russian languages is provided through the hotline 112 daily from <b>8 a.m. to 8 p.m., 6 days a week, during 2<sup>nd</sup> and 3<sup>rd</sup> months</b>/Обеспечено предоставление консультационно-правовой помощи населению на кыргызском и русском языках через горячую линию 112 ежедневно <b>с 8.00 ч до 20.00 ч, 6 дней в неделю, в течение 2 и 3 месяцев;</b></p> <p>2. Report on the primary legal aid provided through the hotline 112 (statistical, analytical report with the disaggregated data on sex)) for 2 months is submitted/ Отчет об оказанной посредством горячей линии 112 консультационно-правовой помощи (статистический, аналитический отчет с разбивкой данных по полу) за два месяца предоставлен;</p>	<p>3 months after signing the contract/ 3 месяца после подписания контракта</p>	<p>35%</p>

<p>1. Primary legal assistance to the public in Kyrgyz and Russian languages is provided through the hotline 112 daily from <b>8 a.m. to 8 p.m., 6 days a week, during the 4<sup>th</sup> and 5<sup>th</sup> months</b>/Обеспечено предоставление консультационно-правовой помощи населению на кыргызском и русском языках через горячую линию 112 ежедневно <b>с 8.00 ч до 20.00 ч, 6 дней в неделю, в течение 4 и 5 месяцев</b>;</p> <p>2. Report on the primary legal aid provided through the hotline 112 (statistical, analytical report with the disaggregated data on sex)) for 2 months is submitted/Отчет об оказанной посредством горячей линии 112 консультационно-правовой помощи (статистический, аналитический отчет с разбивкой данных по полу) за два месяца предоставлен;</p> <p>3.The final report on the conducted work is submitted/Финальный отчет о проведенной работе предоставлен.</p>	<p>5 months after signing the contract/ 5 месяцев после подписания контракта</p>	<p>35%</p>
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**REPORTING REQUIREMENTS/ ТРЕБОВАНИЯ К ОТЧЕТНОСТИ**

Reporting and accountability / Отчетность и подотчетность:

Contractor shall fulfill the assignments under the direct supervision of the UNDP Project Coordinator/ Подрядчик должен выполнять задания под непосредственным контролем координатора проекта ПРООН.

Structure and the content of the report are to be identified in coordination with the UNDP Project Coordinator/ Структура и содержание отчета должны быть определены по согласованию с координатором проекта ПРООН.

Contractor will report to the UNDP Project Coordinator on a regular basis to fulfill his/her assignments in accordance with the Schedule of Work / Подрядчик будет регулярно отчитываться перед координатором проекта ПРООН чтобы обеспечить выполнение заданий в соответствии с графиком работы.

Developed materials and products cannot be transmitted, distributed, published, and displayed without agreement of parts. / Разработанные материалы и продукции в рамках проекта не могут быть переданы, распространяться, публиковаться, отображаться без согласия сторон.

After the work is completed, the Contractor should provide the final report along with all developed materials, which should be approved by the coordinator of the project "Towards a sustainable access to justice for legal empowerment in the Kyrgyz Republic". / После завершения задания, Подрядчик должен предоставить финальный отчет с приложением технического описания созданных продуктов, который должен быть одобрен координатором проекта «К устойчивому доступу к правосудию для расширения правовых возможностей в Кыргызской Республике».

**Terms of payment / Условия оплаты**

Payments will be disbursed as per installments based on the table "expecting deliverables" and submission & approval of respective products. Contractor shall submit reports, based on the format, describing all undertaken actions during implementation of the Terms of Reference, as per the established reporting schedule to UNDP Project Coordinator. Upon completion of tasks, contractor shall submit interim and terminal reports for approval of the UNDP Project Coordinator. The certifying officer is UNDP Country Office SGD16 Cluster Team Leader.

Платежи будут осуществляться в соответствии со схемой оплаты, представленной в Таблице «Ожидаемые результаты», основываясь на предоставлении и утверждении соответствующих документов. Подрядчик должен предоставлять отчеты, описывающие все действия, предпринятые в ходе реализации Технического Задания, в требуемом формате и в соответствии с установленным графиком отчетности. После завершения работы подрядчик должен представить промежуточный и заключительный отчет на утверждение координатору проекта ПРООН. Сотрудником удостоверяющим получение услуг является Руководитель программы ПРООН «Мир, правосудие и эффективные институты».

**QUALIFICATION REQUIREMENTS /КВАЛИФИКАЦИОННЫЕ ТРЕБОВАНИЯ**

- Legal entity certificate of registration from relevant authority (enclose a copy) / Свидетельство о регистрации юридического лица от соответствующего органа (приложить копию);
- Availability of successfully implemented contracts in the area of state-guaranteed legal aid (FLA) / Наличие успешно выполненных контрактов в сфере гарантированной государством юридической помощи (ГГЮП);
- Experience in provision of the legal aid to the population through the hotline/ Опыт предоставления юридической помощи населению через горячую линию;
- Availability of six lawyers in the staff of the organization to provide primary legal assistance in the Kyrgyz and the Russian languages/наличие шести юристов в штате организации для предоставления консультационно-правовой помощи на кыргызском и русском языках;

**Qualification requirements for the key personnel/Квалификационные требования к ключевому персоналу:**

**1. Lawyer with a specialization in family law/Юрист со специализацией в области семейного права:**

- ✓ Bachelor's degree or equivalent in law/Наличие степени бакалавра или эквивалент в области права;

- ✓ Experience in the legal area / Опыт работы в юридической сфере;
- ✓ Experience in protecting citizens' rights in the field of family and legal relations (Resume)./ Опыт работы по защите прав граждан в сфере семейно-правовых отношений (резюме);
- ✓ Language skills/Языковые навыки: fluency in Russian/свободное владение русским языком;

## **2. Lawyer with a specialization in civil law/ Юрист со специализацией в области гражданского права:**

- ✓ Bachelor's degree or equivalent in law/Наличие степени бакалавра или эквивалент в области права;
- ✓ Experience in the legal area / Опыт работы в юридической сфере;
- ✓ Experience in protecting the rights of citizens in civil-legal relations (including business law) (Resume)/Опыт работы по защите прав граждан в сфере гражданско-правовых отношений (в том числе предпринимательское право) (резюме);
- ✓ Language skills/Языковые навыки: fluency in Russian/свободное владение русским языком;

## **3. Lawyer with a specialization in labour law/ Юрист со специализацией в области трудового права:**

- ✓ Bachelor's degree or equivalent in law/Наличие степени бакалавра или эквивалент в области права;
- ✓ Experience in the legal area / Опыт работы в юридической сфере;
- ✓ Experience in protecting the rights of citizens in the field of labor relations and resolving individual labor disputes (Resume) /Опыт работы по защите прав граждан в сфере трудовых отношений и разрешению индивидуальных трудовых споров (резюме);
- ✓ Language skills/Языковые навыки: fluency in Russian/свободное владение русским языком;

## **4. Lawyer with a specialization in criminal law /Юрист со специализацией в области уголовного права:**

- ✓ Bachelor's degree or equivalent in law/Наличие степени бакалавра или эквивалент в области права;
- ✓ Experience in the legal area / Опыт работы в юридической сфере;
- ✓ Experience in providing legal aid in the field of criminal law (Resume)/Опыт работы по предоставлению юридической помощи в сфере уголовного права (резюме);
- ✓ Language skills/Языковые навыки: fluency in Russian/свободное владение русским языком;

## **5. Lawyer with a specialization in notary actions/Юрист со специализацией в области нотариальных действий:**

- ✓ Bachelor's degree or equivalent in law/Наличие степени бакалавра или эквивалент в области права;
- ✓ Experience in the legal area /Опыт работы в юридической сфере;
- ✓ Licenses for the right to engage in notary activities/Лицензии на право занятия нотариальной деятельностью;
- ✓ Language skills/Языковые навыки: fluency in Russian/свободное владение русским языком;

## **6. Lawyer with a specialization in mediation and pre-trial resolution of issues/Юрист со специализацией в области медиации и досудебного разрешения вопросов:**

- ✓ Bachelor's degree or equivalent in law/Наличие степени бакалавра или эквивалент в области права;
- ✓ Experience in the legal area /Опыт работы в юридической сфере;

- ✓ Mediator's testimony/Свидетельство медиатора;
- ✓ Experience in mediation and pre-trial dispute resolution (Resume)/Опыт работы в области медиации и досудебного разрешения споров (резюме);
- ✓ Language skills/Языковые навыки: fluency in Russian/свободное владение русским языком;
  - 7. 1 Lawyer with knowledge of English/ 1 Юрист со знанием английского языка;
  - 8. 2 Lawyers with knowledge of Kyrgyz/2 Юриста со знанием кыргызского языка;

#### TERMS OF PAYMENT/ УСЛОВИЯ ОПЛАТЫ

Payments will be disbursed as per installments based on the table “expecting deliverables” and submission & approval of respective products. Contractor shall submit reports, based on the format, describing all undertaken actions during implementation of the Terms of Reference, as per the established reporting schedule to UNDP Project Coordinator. Upon completion of tasks, contractor shall submit interim and terminal reports for approval of the UNDP Project Coordinator, on the basis of which the payments will be disbursed. Disbursement of payments shall be subject to the timely replenishment of funds as per the agreement with the donor. / Платежи будут осуществляться в соответствии со схемой оплаты, представленной в Таблице «Ожидаемые результаты», основываясь на предоставлении и утверждении соответствующих документов. Подрядчик должен предоставлять отчеты, описывающие все действия, предпринятые в ходе реализации Технического Задания, в требуемом формате и в соответствии с установленным графиком отчетности. После завершения работы подрядчик должен представить промежуточный и заключительный отчет на утверждение координатору проекта ПРООН, на основании чего будет произведены платежи. Платежи производятся в зависимости от своевременного пополнения фондов согласно соглашению с донором.

1. Prices should be indicated without VAT with consideration of a letter of the Ministry of Economy of the Kyrgyz Republic # 18-2/4416 dd 24.03.2020 with regard to the international organizations and projects enjoying preferential taxation in 2020 in the Kyrgyz Republic/Цены должны быть указаны без НДС с учетом письма Министерства Экономики Кыргызской Республики № 18-2/4416 от 24.03.2020 в отношении международных организаций и проектов, пользующихся правом льготного налогообложения на 2020 год в Кыргызской Республике.
2. Payment Terms/Условия оплаты:  
Within 30 days upon UNDP's acceptance of the services delivered as specified and receipt of invoice / В течение 30 дней после приема ПРООН оказанных услуг и выставления счета;
3. For local contractors in Kyrgyzstan UNDP shall effect payment in Kyrgyz Som based on the prevailing UN operational rate of exchange on the month of payment/Для контракторов, зарегистрированных в Кыргызской Республике, оплата будет производиться в кыргызских сомах по официальному обменному курсу ООН, применяемый в момент выплаты. The prevailing UN operational rate of exchange is available for public from the following link: <http://treasury.un.org/operationalrates/OperationalRates.aspx> /Официальный обменный курс ООН публикуется на: <http://treasury.un.org/operationalrates/OperationalRates.aspx>
4. Type of payment: bank transfer /Вид платежа: безналичный (перечислением);
5. Conditions for Release of Payment / Условия для осуществления оплаты: Written Acceptance of goods/services based on full compliance with specification / Письменное подтверждение получения товара/услуг, на основе полного соответствия требованиям спецификаций
6. Validity of Quotation Period – 1 month/ Срок действия предложения – 1 месяц

#### UNDP INPUT/ ВКЛАД ПРООН

UNDP will provide support in connecting the contractor with the Center for Management of Crisis Situations under the Ministry of Emergencies of KR to implement the contract. / ПРООН окажет поддержку контрактору в установлении контактов с Центром по Управлению Кризисных Ситуаций при Министерстве Чрезвычайных Ситуаций КР для выполнения контракта.

**FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>2</sup>/ ФОРМА ЗАЯВКИ ДЛЯ ПРЕДСТАВЛЕНИЯ ПРЕДЛОЖЕНИЯ  
ПОСТАВЩИКА УСЛУГ<sup>3</sup>**

**(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>3</sup>)/ (Эта форма должна быть  
отправлена только на официальном бланке Поставщика услуг )**

[insert: Location].

[insert: Date]

[Вставить: Место]

[Вставить: Дата]

To: [insert: Name and Address of UNDP focal point]/ Кому: [Вставить: Имя и адрес контактного лица ПРООН]

Dear Sir/Madam:/ Уважаемый г-н/ г-жа:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP 2020-78, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :/ Мы, нижеподписавшиеся, настоящим предлагаем оказание ПРООН следующих услуг в соответствии с требованиями, определенными в ЗП 2020-78 и всех приложениях к нему, а также Общими условиями и положения контрактов ПРООН:

**A. Qualifications of the Service Provider/ Квалификация Поставщика услуг**

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

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.
- c) Experience in provision of the legal aid to the population through the hotline;
- d) 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./

*Поставщик услуг должен описать и объяснить, каким образом и почему он является лучшим кандидатом, удовлетворяющим требованиям ПРООН, указав следующее:*

- a) **Профиль – описание характера коммерческой деятельности, сферы опыта, лицензии, сертификаты, аккредитации;**
- b) **Лицензии на ведение деятельности – регистрационные документы, свидетельство налогоплательщика и т.д.;**
- c) **Опыт предоставления юридической помощи населению через горячую линию;**
- d) **Собственная письменная декларация, что компания не находится в списке Совета Безопасности ООН 1267/1989, списке Отдела закупок ООН или других списках дисквалификации ООН.**

**B. Proposed Methodology for the Completion of Services/ Предлагаемые методы выполнения услуг**

- *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*

<sup>2</sup> This serves as a guide to the Service Provider in preparing the Proposal./ Это является Руководством для поставщика услуг в подготовке Предложения.

<sup>3</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes/ На официальном бланке необходимо указать контактные данные – адреса, адрес электронной почты, номера телефона и факса – в целях проверки.

that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

- **Поставщик услуг должен описать, каким образом он будет выполнять требования ЗП; с предоставлением подробного описания основных характеристик выполнения работ, осуществляемых механизмов отчетности и обеспечения качества, а также обоснования целесообразности предлагаемых методов в контексте местных условий и вида работы.**

#### C. Qualifications of Key Personnel/ Квалификация ключевого персонала

As required by the RFP, the Service Provider must provide :

- a) Names and qualifications of the key personnel that will perform the services indicating type of specialization;
- b) CVs and copies of Diploma demonstrating qualifications must be submitted; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract:

По требованию ЗП Поставщик услуг должен представить:

- a) **Имена и квалификации ключевого персонала, которые будет оказывать услуги с обязательным указанием специализации;**
- b) **Резюме и копии дипломов предполагаемых сотрудников, с указанием профессиональных квалификаций, должны быть предоставлены;**
- c) **Письменное подтверждение от каждого сотрудника, что они доступны в течение всего срока договора.**

#### D. Offer to Comply with Other Conditions and Related Requirements /

**Предложение по выполнению других условий и соответствующих требований**

Other Information pertaining to our Quotation are as follows: / Другая информация, касающаяся нашего Предложения:	Your Responses / Ваш ответ		
	Yes, we will comply / Да, мы выполним	No, we cannot comply / Нет, мы не выполним	If you cannot comply, pls. indicate counter proposal / Если Вы не можете выполнить, дайте встречное предложение
Confirmation of requirements set in TOR / Подтверждение условий ТЗ			
Expected duration of work / Планируемая длительность работ Within 5 months from the date of signing the contract / в течение 5 месяцев с момента подписания			
Payment Terms / Условия оплаты			
Please refer to the Terms of Reference, section "Final Deliverables" (Annex 1)/Пожалуйста обратитесь к техническому заданию, раздел "Ожидаемые результаты" (Приложение 1) ✓ Within 30 days upon UNDP's acceptance of the services delivered as specified and receipt of invoice / В течение 30 дней после приема ПРООН оказанных услуг и выставления счета;			



<ul style="list-style-type: none"> <li>✓ For local contractors in Kyrgyzstan UNDP shall effect payment in Kyrgyz Som based on the prevailing UN operational rate of exchange on the month of payment/ <u>Для местных поставщиков Кыргызстана ПРООН будет производить оплату в Кыргызских сомах, используя при этом обменный курс ООН на момент оплаты;</u></li> <li>✓ The prevailing UN operational rate of exchange is available for public from the following link:  <a href="http://treasury.un.org/operationalrates/OperationalRates.aspx/">http://treasury.un.org/operationalrates/OperationalRates.aspx/</a>  <u>Обменный курс ПРООН в свободном доступе имеется на ссылке: <a href="http://treasury.un.org/operationalrates/OperationalRates.aspx">http://treasury.un.org/operationalrates/OperationalRates.aspx</a></u></li> </ul>			
Currency of Proposal / <u>Валюта предложения</u>			
United States Dollars (US\$) / <u>Доллары США</u>			
Value Added Tax on Price Proposal/ <u>НДС по финансовому предложению</u>			
<p>prices must be exclusive of VAT / <u>цены не должны включать НДС</u></p> <p>For local contractors: Prices should be indicated in line with a letter of Ministry of Economy of the Kyrgyz Republic №18-2/4416 dd. 23.03.2020 with regard to international organizations enjoying preferential taxation in 2020 in the Kyrgyz Republic. / <u>Цены должны быть указаны согласно письма Министерства экономики Кыргызской Республики №18-2/4416 от 23.03.2020 в отношении международных организаций, пользующихся правом льготного налогообложения на 2020 год в Кыргызской Республике.</u></p> <p>Offers with prices provided not in line with the Ministry of Economy's letter as indicated above are subject to rejection for further evaluation / <u>Предложения, в которых цены предоставлены не в соответствии с вышеуказанным письмом Министерства экономики не будут допущены к последующей оценке.</u></p>			
Validity Period of Proposals/ <u>Срок действия предложения</u>			
90 days/ <u>90 дней</u>			
Liquidated Damages / <u>Договорная неустойка</u> 0.5% of contract value for every day of delay, up to a maximum duration of calendar 20 calendar days. Thereafter, the contract may be terminated/ <u>0, 5% от суммы контракта за каждый день просрочки максимальной длительностью до 20 календарных дней. После этого действие контракта может быть прекращено</u>			
Proposer's confirmation that: / <u>Подтверждение Участника о том, что:</u> <ol style="list-style-type: none"> <li>1. It has no any controlling partner, director or shareholder in common with other Proposer under this RFP process; or / <u>Он не имеет общего контролирующего партнера, директора или акционера с другим Участником в рамках данного тендерного процесса; или</u></li> <li>2. It does/did not receive any direct or indirect subsidy from the other/s Proposer under this RFP process; or / <u>Он не получает или получал прямую или непрямую субсидию от другого Участника данного тендерного процесса; или;</u></li> <li>3. Its legal representative does not represent other Proposer(s) for purposes of this RFP; or / <u>Для целей настоящего ЗП юридический представитель Участника не представляет интересы другого Участника данного тендерного процесса; или;</u></li> <li>4. It has no a relationship with other Proposer(s) under this PRF process, directly or through common third parties, that puts in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process; / <u>Он не имеет взаимоотношений с другими Участником(ами) данного тендерного процесса напрямую или через общие третьи стороны, которые позволяют доступ к информации о</u></li> </ol>			

<p>предложении или возможности повлиять на предложение другого участника в отношении данного процесса ЗП;</p> <p>5. It is not a subcontractor to any other Proposer under this RFP process and any of proposed subcontractors do not submit another Proposal under its name as a lead Proposer; or / Он не является субподрядчиком другого Участника данного тендерного процесса и предложенный(ые) субподрядчик(и) не подает(ют) отдельное предложение под своим именем в качестве ведущего заявителя; или</p> <p>Proposed experts to be in the team do not participate in other Proposals received for this RFP process. / Эксперты, предлагаемые в составе команды не участвуют в других предложениях, полученного в рамках настоящего процесса ЗП.</p>			
<p>All Provisions of the UNDP General Terms and Conditions / Все условия Общих условий и положений ПРООН</p>			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFP. / Вся другая информация, не предоставленная нами в данном Предложении, автоматически подразумевает полное соблюдение требований, сроков и условий Запроса на представление предложения.

[Name and Signature of the Service Provider’s Authorized Person]  
[Designation]  
[Date]

[Имя и подпись уполномоченного лица Поставщика услуг]  
[Должность]  
[Дата]

Provide in separate envelope with marking **"Financial proposal"**  
 Предоставить в отдельном конверте с пометкой **«Финансовое предложение»**

**FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL<sup>4/</sup>**  
**ФОРМА ЗАЯВКИ ДЛЯ ПРЕДСТАВЛЕНИЯ ФИНАНСОВОГО ПРЕДЛОЖЕНИЯ ПОСТАВЩИКА УСЛУГ**

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>5/</sup>)*  
*(Эта форма должна быть отправлена только на официальном бланке Поставщика услуг)*

**IMPORTANT: for submitting of Financial Proposals:**

1. Enter the number "1" in the application field;
2. Download the financial proposal in the form of a password-protected application in PDF/

**ВАЖНО: для предоставления финансового предложения:**

1. Ввести цифру "1" в поле заявки;
2. Выгрузить финансовое предложение в виде защищенного паролем приложения в формате PDF.

Location/Место  
Date/Дата

To: UNDP National Programme Management Unit / Отдел реализации проектов ПРООН  
 Dear Sir/Madam/Уважаемый г-н/ г-жа:

We, the undersigned, hereby present the Financial Offer for the services to be rendered under the RFP 2020-78 / Мы, нижеподписавшиеся, настоящим предоставляем финансовое предложение на оказание ПРООН услуг в соответствии с ЗП 2020-78.

PROPOSED FORMAT OF EXPECTED DELIVERABLES / ПРЕДЛАГАЕМЫЙ ФОРМАТ ОЖИДАЕМЫХ РЕЗУЛЬТАТОВ			
PRODUCTS/ПРОДУКТЫ	PAYMENT STRUCTURE/ СТРУКТУРА ОПЛАТЫ	TERMS/ СРОКИ	Price (Lump Sum, All Inclusive in USD / Цена в долларах США (Общая сумма, включая все расходы)
1. 6 lawyers provided and conducted online training conducted for them and the hotline staff to receive and process incoming calls through the hotline 112 /проведен совместный онлайн тренинг с 6-ю юристами и с сотрудниками горячей линии по приему и обработке входящих звонков по горячей линии 112; 2. instructions elaborated and presented for the lawyers of the hotline 112 on how to provide legal aid through the hotline/разработаны и представлены инструкции для юристов горячей линии 112 о порядке предоставления юридической помощи посредством горячей линии; 3. The work of 6 lawyers is organized (schedule for each lawyer is made, coordination mechanisms of their work is developed). A mechanism for work coordination by receiving weekly reports on the number of calls received, including the following data: a) by date; b) by time; c) the essence of the question; d) the type of assistance is established./ Организована работа 6 юристов (составлен график	30%	1 month after signing the contract/ 1 месяц после подписания контракта	

<sup>4</sup> This serves as a guide to the Service Provider in preparing the Proposal/Это является Руководством для поставщика услуг в подготовке Предложения.

<sup>5</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes /На официальном бланке необходимо указать контактные данные – адреса, адрес электронной почты, номера телефона и факса – в целях проверки.

<p>работы каждого юриста, разработаны механизмы координации их работы). Механизм координации работы посредством получения еженедельных отчетов о количестве принятых звонков, включая данные: а) по дате; б) по времени; с) по сути вопроса; d) по форме оказанной помощи установлен;</p> <p>Each lawyer is provided with appropriate telephone device/ Каждый оператор обеспечен соответствующим телефонным аппаратом;</p> <p>4. Primary legal assistance to the public is provided in Kyrgyz and Russian languages through the hotline 112 daily from <b><u>8 a.m. to 8 p.m., 6 days a week, during the 1<sup>st</sup> month</u></b> /Обеспечено предоставление консультационно-правовой помощи населению на кыргызском и русском языках через горячую линию 112 ежедневно <b><u>с 8.00 ч до 20.00 ч, 6 дней в неделю, в течение первого месяца;</u></b></p> <p>5. Report on the primary legal aid provided through the hotline 112 (statistical, analytical report with the disaggregated data on sex) for the 1 month is submitted/отчет об оказанной посредством горячей линии 112 консультационно-правовой помощи (статистический, аналитический отчет с разбивкой данных по полу) за один месяц предоставлен.</p>			
<p>1. Primary legal assistance to the public in Kyrgyz and Russian languages is provided through the hotline 112 daily from <b><u>8 a.m. to 8 p.m., 6 days a week, during 2<sup>nd</sup> and 3<sup>rd</sup> months</u></b>/Обеспечено предоставление консультационно-правовой помощи населению на кыргызском и русском языках через горячую линию 112 ежедневно <b><u>с 8.00 ч до 20.00 ч, 6 дней в неделю, в течение 2 и 3 месяцев;</u></b></p> <p>2. Report on the primary legal aid provided through the hotline 112 (statistical, analytical report with the disaggregated data on sex) for 2 months is submitted/ Отчет об оказанной посредством горячей линии 112 консультационно-правовой помощи (статистический, аналитический отчет с разбивкой данных по полу) за два месяца предоставлен</p>	35%	3 months after signing the contract/ 3 месяца после подписания контракта	
<p>1. Primary legal assistance to the public in Kyrgyz and Russian languages is provided through the hotline 112 daily from <b><u>8 a.m. to 8 p.m., 6 days a week, during the 4<sup>th</sup> and 5<sup>th</sup> months</u></b>/Обеспечено предоставление консультационно-правовой помощи населению на кыргызском и русском языках через горячую линию 112 ежедневно <b><u>с 8.00 ч до 20.00 ч, 6 дней в неделю, в течение 4 и 5 месяцев;</u></b></p> <p>2. Report on the primary legal aid provided through the hotline 112 (statistical, analytical report with the disaggregated data on sex) for 2 months is submitted/ Отчет об оказанной посредством горячей линии 112 консультационно-правовой помощи (статистический, аналитический отчет с разбивкой данных по полу) за два месяца предоставлен;</p> <p>3.The final report on the conducted work is submitted/Финальный отчет о проведенной работе предоставлен.</p>	35%	5 months after signing the contract/ 5 месяцев после подписания контракта	
<b>TOTAL (USD)/ИТОГО (долл. США)</b>			

*This shall be the basis of the payment tranches /\* Данная разбивка будет служить основанием для выплаты траншей*

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFP. / Вся другая информация, не предоставленная нами в данном Предложении, автоматически подразумевает полное соблюдение требований, сроков и условий Запроса на представление предложения.

*Name and Signature of the Service Provider's Authorized Person/Имя и подпись уполномоченного лица Поставщика услуг*

*Designation/Должность*

*Date/Дата*

## OFFEROR'S INFORMATION FORM / ИНФОРМАЦИЯ ОБ УЧАСТНИКЕ ТОРГОВ

Full companies name / Полное наименование компании	
Full companies name in English / Полное наименование компании на английском	
Legal position/status / Юридический статус	
Legal Address / Юридический адрес	
De facto address / Фактический адрес	
Year of foundation / Год основания	
Companies profile / Специализация компании	
Bank requisitions / Банковские реквизиты	
Status of VAT payer / Статус налогоплательщика	
Postal address / Почтовый адрес	
Head of company (name) / Глава компании (ФИО)	
Contact name / Контактное лицо	
Telephone number / Номер телефона	
Fax number / номер факса	
E-mail address / Электронная почта	
Website / Вебсайт	

[Name and Signature of the Supplier's Authorized Person] / [Имя и подпись уполномоченного лица]

[Designation] / [Должность]

[Date] / [Дата]



**Joint Venture/Consortium/Association Information Form/ Форма данных о совместном предприятии/консорциуме/ассоциации**

Name of Bidder / Название участника:	[Insert Name of Bidder/Вставить название участника]	Date/ Дата:	Select date/Выбрать дату
RFP reference / ЗП №:	Reference: RFP 2020-78 Support to the hotline 112 through the provision of the primary legal aid to the population in Kyrgyz and Russian languages / Ссылка: ЗП 2020-78 Поддержка горячей линии 112 посредством предоставления консультационно-правовой помощи населению на кыргызском и русском языках		

To be completed and returned with your Bid if the Bid is submitted as a Joint Venture/Consortium/Association. / Подлежит заполнению и возврату вместе с вашей заявкой, если заявка подана от имени Совместного предприятия/консорциума/ассоциации.

No/ №	Name of Partner and contact information/ Название партнера и контактная информация (address, telephone numbers, fax numbers, e-mail address/адрес, телефоны, факсы, электронная почта)	Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed / Предлагаемая доля ответственности (в %) и тип товаров и/или услуг, подлежащих выполнению
1	[Complete/Заполнить]	[Complete/Заполнить]
2	[Complete/Заполнить]	[Complete/Заполнить]
3	[Complete/Заполнить]	[Complete/Заполнить]

<b>Name of leading partner/ Название основного партнера</b> (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution/с полномочием связывать СП, консорциум, ассоциацию обязательствами в течение процедуры ЗП, а в случае заключения контракта – во время исполнения контракта)	[Complete/Заполнить]
--	----------------------

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture/Мы прилагаем копию следующего документа, подписанного каждым партнером, в котором подробно описана возможная юридическая структура и подтверждение солидарной ответственности членов указанного совместного предприятия:

☐ Letter of intent to form a joint venture/Заявление о намерении образовать совместное предприятие **ИЛИ**

☐ JV/Consortium/Association agreement/Соглашение об образовании СП/консорциума/ассоциации

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract. / Настоящим мы подтверждаем, что в случае заключения контракта все стороны Совместного предприятия/ консорциума/ ассоциации понесут солидарную ответственность перед ПРООН за выполнение условий контракта.

Name of partner/ Название партнера:

\_\_\_\_\_

Signature/Подпись: \_\_\_\_\_

Date/Дата: \_\_\_\_\_

Name of partner/ Название партнера:

\_\_\_\_\_

Signature/Подпись: \_\_\_\_\_

Date/Дата: \_\_\_\_\_



## GENERAL TERMS AND CONDITIONS FOR CONTRACTS

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations <sup>Empowered lives. Resilient nations.</sup> by the General Assembly of the United Nations (hereinafter "UNDP"), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the "Contractor"), on the other hand.

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

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

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

**2. OBLIGATIONS OF THE CONTRACTOR:**

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

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

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

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

**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 Goods and/or Services shall be ordered during the term of the LTA.

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

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

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

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

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

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

**4. PRICE AND PAYMENT:**

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

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

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

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

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

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

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

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

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

## **5. ADVANCE PAYMENT:**

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

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

## **6. SUBMISSION OF INVOICES AND REPORTS:**

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

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

## **7. TIME AND MANNER OF PAYMENT:**

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

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

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

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

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

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

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

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

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

8.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP may reasonably refuse to accept any such personnel.

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

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

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

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

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

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

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

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

**8.7** The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:

8.7.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;

8.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.

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

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

**8.10** The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

**8.11** UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 8.10 above.

## **9. ASSIGNMENT:**

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

UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.

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

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

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

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

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

**10. SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

**11. PURCHASE OF GOODS:** To the extent that the Contract involves any purchase of the Goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to such purchases under the Contract:

**11.1 DELIVERY OF GOODS:** The Contractor shall hand over or make available the Goods, and UNDP shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the Goods shall be borne exclusively by the Contractor until physical delivery of the Goods to UNDP in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNDP.

**11.2 INSPECTION OF THE GOODS:** If the Contract provides that the Goods may be inspected prior to delivery, the Contractor shall notify UNDP when the Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

**11.3 PACKAGING OF THE GOODS:** The Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the Goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

**11.4 TRANSPORTATION & FREIGHT:** Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely manner so as to enable UNDP to take delivery of the Goods in accordance with the requirements of the Contract.

**11.5 WARRANTIES:** Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under the Contract, the Contractor warrants and represents that:

11.5.1 The Goods, including all packaging and packing thereof, conform to the technical specifications, are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

11.5.2 If the Contractor is not the original manufacturer of the Goods, the Contractor shall provide UNDP with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;



11.5.3 The Goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

11.5.4 The Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

11.5.5 The Goods are new and unused;

11.5.6 All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNDP in accordance with the Contract;

11.5.7 During any period in which the Contractor's warranties are effective, upon notice by UNDP that the Goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully reimburse UNDP for the purchase price paid for the defective Goods; and,

11.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor's warranties under the Contract.

**11.6 ACCEPTANCE OF GOODS:** Under no circumstances shall UNDP be required to accept any Goods that do not conform to the specifications or requirements of the Contract. UNDP may condition its acceptance of the Goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNDP be obligated to accept any Goods unless and until UNDP has had a reasonable opportunity to inspect the Goods following delivery. If the Contract specifies that UNDP shall provide a written acceptance of the Goods, the Goods shall not be deemed accepted unless and until UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the Goods.

**11.7 REJECTION OF GOODS:** Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept the Goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNDP:

11.7.1 provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; or,

11.7.2 repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; or,

11.7.3 replace the Goods with Goods of equal or better quality; and,

11.7.4 pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP. **11.8** In the event that UNDP elects to return any of the Goods for the reasons specified in Article 11.7, above, UNDP may procure the Goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor's account.

**11.9 TITLE:** The Contractor warrants and represents that the Goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Contractor to UNDP upon delivery of the Goods and their acceptance by UNDP in accordance with the requirements of the Contract.

**11.10 EXPORT LICENSING:** The Contractor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNDP under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNDP, UNDP shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNDP to enable UNDP to take appropriate measures to resolve the matter.

## **12. INDEMNIFICATION:**

**12.1** The Contractor shall indemnify, defend, and hold and save harmless, UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

12.1.1 allegations or claims that the possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,

12.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

**12.2** The indemnity set forth in Article 12.1.1, above, shall not apply to:

ATTENTION: THE PRESENT TRANSLATION OF THE DOCUMENT FROM ENGLISH INTO RUSSIAN IS UNOFFICIAL  
ВНИМАНИЕ: НАСТОЯЩИЙ ПЕРЕВОД ДОКУМЕНТОВ С АНГЛИЙСКОГО НА РУССКИЙ ЯЗЫК ЯВЛЯЕТСЯ НЕОФИЦИАЛЬНЫМ

12.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; or

12.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.

**12.3** In addition to the indemnity obligations set forth in this Article 12, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 12, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

**12.4** UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

**12.5** In the event the use by UNDP of any Goods, property or Services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

12.5.1 procure for UNDP the unrestricted right to continue using such Goods or Services provided to UNDP;

12.5.2 replace or modify the Goods and/or or Services provided to UNDP, or part thereof, with the equivalent or better Goods and/or Services, or part thereof, that is non-infringing; or,

12.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such Goods, property or Services, or part thereof.

### **13. INSURANCE AND LIABILITY:**

**13.1** The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

**13.2** Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

13.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

13.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

13.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; and,

13.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.

**13.3** The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

**13.4** The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

**13.5** Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

13.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

13.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;

13.5.3 provide that UNDP shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; and,

13.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNDP.

**13.6** The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

**13.7** Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out



under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP reserves the right, upon written notice to the Contractor,

to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 13.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract.

**13.8** The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

**14. 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.

**15. 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.

**16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

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

**16.2** 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.

**16.3** 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.

**16.4** 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.

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

**18. 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:

**18.1** The Recipient shall:

18.1.1 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*,

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

**18.2** 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 18, the Recipient may disclose Information to:

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

18.2.2 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:

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

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

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

**18.3** 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.

**18.4** 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.

**18.5** 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.

**18.6** 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.

#### **19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

**19.1** 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.

**19.2** 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 20, "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.

**19.3** *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.

#### **20. TERMINATION:**

**20.1** Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 23 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

**20.2** 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.

**20.3** In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNDP, the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:

20.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

20.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

20.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNDP and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

20.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

20.3.5 transfer title and deliver to UNDP the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

20.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder;

20.3.7 complete performance of the work not terminated; *and*,

20.3.8 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.

**20.4** In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNDP shall not be liable to pay the Contractor except for those Goods satisfactorily delivered and/or Services satisfactorily provided to UNDP in accordance with the requirements of the Contract, but only if such Goods or Services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP.

**20.5** UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

20.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

20.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

20.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

20.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

20.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,

20.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

**20.6** Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or non-legal proceedings, as a result of any of the events specified in Article 20.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the occurrence of any of the events specified in Article 20.5, above, and shall provide UNDP with any information pertinent thereto.

**20.7** The provisions of this Article 20 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

**21. 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.

**22. 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.

## **23. SETTLEMENT OF DISPUTES:**

**23.1 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.

**23.2 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

23.1, 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.

**24. 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.

**25. TAX EXEMPTION:**

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

**25.2** 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.

**26. MODIFICATIONS:**

**26.1** 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.

**26.2** If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 26.1, above.

**26.3** The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any Goods or Services provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 26.1, above.

**27. AUDITS AND INVESTIGATIONS:**

**27.1** 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.

**27.2** 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.

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

**27.4** 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.

**28. LIMITATION ON ACTIONS:**

**28.1** Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 23.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

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



**29. ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 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.

**30. 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.

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

**31.1** The UN Supplier Code of Conduct;

**31.2** UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

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

**31.4** UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;

**31.5** UNDP Vendor Sanctions Policy; and

**31.6** 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](http://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.

**32. 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.

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

**34. 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.

**35. SEXUAL EXPLOITATION:**

**35.1** 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.

**35.2** 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.

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

of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

**36. 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](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.