



## REQUEST FOR PROPOSAL (RFP)

<b>UNITED NATIONS DEVELOPMENT PROGRAMME</b> <b>PROJECT NAME AND ID:</b> “Conservation and Sustainable Management of Key Globally Important Ecosystems for Multiple Benefits”, 00101043	<b>DATE:</b> February 15, 2021  <b>REFERENCE:</b> RFP-2020-070_PROVISION OF SERVICES ON DEVELOPMENT AND IMPLEMENTATION OF COMPREHENSIVE MEASURES FOR INTEGRATED PASTURE MANAGEMENT TO REDUCE THREATS TO THE FOREST ECOSYSTEMS OF ALTAY, WESTERN TIEN-SHAN, SHARYN AND SYRDARYA RIVERS
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Dear Sir / Madam:

We kindly request you to submit your Proposal for **Provision of services on development and implementation of comprehensive measures for integrated pasture management to reduce threats to the forest ecosystems of Altay, western Tien-Shan, Sharyn and Syrdarya rivers on example of 4 pilot regions.**

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

Proposals (Technical and Financial; **Financial proposal must be password protected**) must be submitted on or before **08 March 2021, 18.00 by Nur-Sultan time (GMT+6)** and via email to address [procurement.kz@undp.org](mailto:procurement.kz@undp.org) with mandatory indication of the Reference **RFP-2020-070** in the subject of your letter.

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

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

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

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

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

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market

factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

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

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

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

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

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

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link:

[https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unsc/conduct\\_english.pdf](https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unsc/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Vitalie Vremis



UNDP Deputy Resident Representative

Date: 14-Feb-2021

Ali Saeed



UNDP Procurement Analyst

Date: 14-Feb-2021

**Annex 1****Description of Requirements**

Context of the Requirement	"Conservation and Sustainable Management of Key Globally Important Ecosystems for Multiple Benefits", 00101043
Brief Description of the Required Services <sup>1</sup>	Provision of services on development and implementation of comprehensive measures for integrated pasture management to reduce threats to the forest ecosystems of Altay, western Tien-Shan, Sharyn and Syrdarya rivers
List and Description of Expected Outputs to be Delivered	The detailed Outputs and deliverables are given in TORs as Annex 3
Person to Supervise the Work/Performance of the Service Provider	<i>UNDP Project Manager</i>
Frequency of Reporting	According to the Terms of Reference
Progress Reporting Requirements	According to the Terms of Reference
Location of work	<input checked="" type="checkbox"/> At Contractor's Location with missions to the pilot regions in Turkestan, Almaty and East-Kazakhstan oblast, Kazakhstan
Expected duration of work	11 months
Target start date	Approximately March 2021
Latest completion date	Approximately February 2022
Travels Expected	As detailed in the Terms of Reference
Special Security Requirements	The service provider is required to ensure that its staff has all necessary personal protection related to the COVID-19 in accordance with the current recommendations of WHO and local authorities (masks, gloves, sanitizers, passing the COVID-19 test (if necessary), for the duration of the contract.
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required

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

Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required			
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency, Kazakh Tenge			
Value Added Tax on Price Proposal <sup>2</sup>	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.			
The pre-bid conference meeting will take place:	Time: 11:00 am by Nur-Sultan time Date: 25 February 2021 Location: Zoom-call  In case of interest on participation at the pre-bid conference, please send notification on your participation to email not later than 19th February 2021 (Close of Business) <a href="mailto:procurement.kz@undp.org">procurement.kz@undp.org</a> with copy to <a href="mailto:karina.amralina@undp.org">karina.amralina@undp.org</a> ; UNDP will provide the meeting link with all interested participants one day before the pre-bid meeting.			
Partial Quotes	<input checked="" type="checkbox"/> Not permitted			
Payment Terms <sup>3</sup>	<b>No.</b>	<b>Outcomes</b>	<b>Time frame</b>	<b>Payment percentage</b>
	1.	Online discussions were held and agreements were reached with partners, stakeholders (akimats of pilot rural districts, PAs, farms, land users) on the implementation of initiatives for the conservation and sustainable use of forest pastures.  4 Public Councils for Sustainable Pasture Management (at least 5 members) have been created and are functioning. The supporting documents on their creation are presented.	12 weeks from the date of signing the contract	30%

<sup>2</sup> VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

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

		<p>The purchase of 4 sets of 6 rope yurts with mobile solar stations (0.5 kW) was carried out. Purchased 1500 kg of perennial crop seeds for the Kaskasu pilot plot.</p> <p><i>Submitted interim report on the work performed</i></p>		
	2.	<p>On the plots Koksaray, Belkaragai, Kaskasu, Sumbinsky, the actual state of pastures and feed capacity was determined, standard loads for cattle grazing and pasture rotation schemes were developed on an area of 58.0 thousand hectares. The basic indicators of the degree of degradation of near-village pastures have been determined.</p> <p>In 4 pilot rural districts, work has been carried out to improve and equip pasture infrastructure in distant pasture areas.</p> <p>For each pilot plot, comprehensive Pasture Management Plans with corresponding thematic maps in Russian and Kazakh languages were developed and approved.</p> <p>A seasonal withdrawal of more than 7,000 conventional heads of livestock was organized on mountain and lowland forest pastures located on the lands of pilot PAs and State Institutions of Forestry on the plots "Belkaragai", "Kaskasu", "Koksaray" and "Sumbinsky".</p> <p>On the Kaskasu site, spring sowing was carried out on an area of 20.0 hectares of degraded pastures.</p> <p>Work was carried out to water the piedmont pastures of the Kara Dala in the Sumba area, and watering places for both livestock and gazelles were organized.</p> <p>As a result, the management and condition of 44,000 hectares of forest distant pastures were improved (Belkaragai - 10,000 hectares, Kaskasu - 6,000 hectares, Koksaray - 13,000 hectares, and Sumbinsky 15,000 hectares) and 14,000 hectares of rural pastures (Belkaragai - 6,000 hectares, Kaskasu - 4,000 ha, Koksaray - 2,000 ha and Sumbinsky - 2,000 ha).</p> <p><i>Submitted interim report on the work performed</i></p>	32 weeks from the date of signing the contract	40%
	3.	<p>In Belkaragay rural district, partial repairs and clearing of rockslides of 7 km of a forest mountain road in the Shurshit su gorge (Ornek village) and 8 km of the road on the Altyn Kazkan section (Topkain village) were carried out.</p> <p>In each pilot rural district, 4 seminars* on sustainable management of forest pastures were organized and</p>	48 weeks from the date of signing the contract	30%

	<p>conducted, more than 100 people were trained, more than 1,000 people were informed.</p> <p>8 informational articles were published in local media in Kazakh.</p> <p>The purchased equipment was transferred to the balance of akimats of pilot rural districts in accordance with the procedure established by law.</p> <p>A publication (circulation 200 copies, at least 50 pages) was prepared and published on the results of the implementation of practical measures to improve the condition of forest pastures in Russian and Kazakh. The publication was disseminated to partners and local stakeholders.</p> <p>Monitoring and evaluation of project results and targeted use of purchased equipment</p> <p><i>Submitted final report on the work performed</i></p>						
	Total:		100%				
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP Project Manager						
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services						
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) where the minimum passing score of technical proposal is 70% (700 points). <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). <i>This is a mandatory criteria 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.</i>						
Criteria for the Assessment of Proposal	<p><b><u>Technical Proposal (70%, maximum 1000 points)</u></b></p> <p><input checked="" type="checkbox"/> Expertise of the Firm [30%]  <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan [30%]  <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel [40%]</p> <table border="1"> <tr> <td>Summary of Technical Proposal</td><td>Weight, %</td><td>Maximum points</td></tr> </table>				Summary of Technical Proposal	Weight, %	Maximum points
Summary of Technical Proposal	Weight, %	Maximum points					

	1.	Expertise of the Firm	30%	300
	2.	Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan	30%	300
	3.	Management Structure and Qualification of Key Personnel	40%	400
	Total			1000
	Technical Assessment			Points
	Expertise of the Firm			
	1.1	At least 5 years of experience in the implementation of projects on sustainable agriculture, reduction of land degradation and restoration of disturbed ecosystems, the use of innovative technologies in the field of sustainable land and water use: Less than 5 years – 0 points 5 years – 100 points; For every additional year of experience – 5 points; maximum – 120 points	120	
	1.2	Have experience in the development of methodological recommendations (at least 2 recommendations) for maintaining sustainable land-water-pasture use and reduce land degradation in productive landscapes, to restore degraded ecosystems, etc.: no recommendations - 0 2 recommendations – 56 points; 8 points for each additional recommendation; maximum - 80 points;	80	
	1.3	Availability of material and technical base (Internet communication, transport, office equipment, field equipment, etc.): written confirmation is provided – 50 points, no confirmation - 0	50	
	1.4	List of similar nature services performed over the past 5 years, indicating the Customer, the name of the service / work, the year of the provision of services, costs and contacts of the customer. At least 3 reviews and recommendations from previous customers for similar / analogous services: no recommendation letters - 0 3 recommendations letter – 35 баллов, 5 points for each additional letter, maximum – 50 points	50	
	Total:			300
Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan				
2.1	Understanding the nature, methodology and expected results of the project is in line with the terms of reference and is reflected in the proposal		100	

	2.2	Staff schedule (mandatory to include team composition and division of labour); General management and administrative arrangements appropriate to guarantee sufficient and timely input of key personnel	60
	2.3	Proposed work plan: Clarity of presentation & sequencing of activity are logical, timely and technically realistic. Does it promise efficient implementation of the proposed tasks and demonstrates flexibility to adapt to local context?	50
	2.4	Project Monitoring: Has the bidder indicated a monitoring plan to effectively monitor the project activities and reflected the resources / services to carry out monitoring?	50
	2.5	Are there any risks identified, while implementing the project and what are the proposed mitigation measures outlined in the proposal?	40
		Total:	300
	<b>Management Structure and Qualification of Key Personnel</b>		
	3.1	<b>Team Leader (1 Position)</b>	
		Higher education in the field of ecology, natural sciences, agronomy and other related sciences Bachelor’s degree – 14 points; Master’s degree – 17 points; The highest qualification – 20 points	20
		At least 5 years of work experience in the field of ecology, conservation of natural resources, pastures, biodiversity, etc.: Less than 5 years – 0 points; 5 years – 28 points; each additional year of experience – 4 points, maximum – up to 40 points;	40
	At least 3 years of work experience in implementation and management of projects for the sustainable management of ecosystems, land resources, etc: Less than 3 years of experience – 0 points; 3 years – 14 points, each additional year of experience – 3 points, maximum – up to 20 points	20	
	Total:	80	
3.2	<b>Procurement and finance assistant/logistics assistant (1 position)</b>		
	Higher education in economics, finance and other related sciences: Bachelor’s degree – 14 points; Master’s degree – 17 points; The highest qualification – 20 points;	20	
	Experience in the field of finance and administration at least 3 years: Less than 3 years – 0 points; 3 years – 14 points, each additional year of experience – 3 points, maximum – up to 20 points	20	



		At least 1 year of experience in procurement, contract support, preparation of technical specifications, etc: Less than 1 year – 0 points; 1 year – 14 points, each additional year of experience – 3 points, maximum – up to 20 points	20
		At least 1 year of experience in organizing and supporting events, seminars, trainings: Less than 1 year – 0 points; 1 year – 14 points, each additional year of experience – 3 points, maximum – up to 20 points	20
		Bcero:	80
	<b>3.3</b>	<b>Expert in the development of Management Plan of pastures (1 position)</b>	
		Higher education in agroecology / agriculture: Bachelor's degree – 14 points; Master's degree – 17 points; The highest qualification – 20 points	20
		At least 5 years of work experience in sustainable agriculture, agronomy and pasture management, land use: Less than 5 years – 0 points; 5 years – 21 point, each additional year of experience – 3 points, maximum – up to 30 points	30
		At least 2 years of work experience in development of Pasture Management Plans, pasture rotation schemes, practical recommendations for sustainable pasture management: Less than 2 years – 0 points; 2 years – 14 points, each additional year of experience – 3 points, maximum – up to 20 points	20
		Experience in working in rural areas, with local/local communities on sustainable use of pastures, reducing land degradation: proven experience – 10 points, no experience – 0	10
		Total:	80
	<b>3.4</b>	<b>Expert in geobotanical research and assessment of the state of pasture ecosystems (1 position)</b>	
		Higher education in biology / ecology / agronomy: Bachelor's degree – 14 points; Master's degree – 17 points; The highest qualification – 20 points	20
		At least 3 years of work experience in organizing and participating in field landscape, geobotanical, ecosystem research: Less than 3 years of experience – 0 points; 3 years – 21 points, each additional year of experience – 3 points, maximum – up to 30 points	30

		Experience in the preparation of geobotanical maps, vegetation maps, forage maps, etc.: proven experience – 10 points, no experience – 0	30
		Total:	80
	3.5	<b>GIS cartographer (1 position)</b>	
		Higher education in geography / cartography: Bachelor's degree – 14 points; Master's degree – 17 points; The highest qualification – 20 points	20
		Experience in thematic mapping / remote sensing, at least 3 years: Less than 3 years – 0 points; 3 years – 21 points, each additional year of experience – 3 points, maximum – up to 30 points	30
		Possession of GIS programs ArcGIS desktop 10x / QGIS / for processing and decoding satellite images ENVI 4x / PCI Geomatics / ERDAS Imagine: Has required knowledge/skills – 30 points, No skills – 0.	30
		Total:	80
<b>Financial Proposal (30%)</b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP. <b>The financial offer must be password protected.</b>			
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider		
Annexes to this RFP <sup>4</sup>	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annexes 2a and 2b) <input checked="" type="checkbox"/> Detailed Terms of Reference (Annex 3) <input checked="" type="checkbox"/> Schedule of field visits/trips to project territories for 2021 (Annex 3-1) <input checked="" type="checkbox"/> List of the equipment and services required to create / improve pasture infrastructure in 4 pilot pasture plots (Annex 3-2) <input checked="" type="checkbox"/> Requirements to the content and design of the Sustainable Pasture Management Plan (Annex 3-3) <input checked="" type="checkbox"/> Information on the pilot grazing areas (Annex 3-4) <input checked="" type="checkbox"/> Contract template and General Terms and Conditions / Special Conditions (Annex 4)		

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

Minimum Eligibility Criteria	<ol style="list-style-type: none"> <li>1. Provide 3 reviews and recommendations from previous customers for similar / analogous services (please attach copies).</li> <li>2. Profile of the company/firm along with details of employee, CVs of key professionals and available facilities/expertise to demonstrate the similar nature of work has been carried out by bidder.</li> <li>3. Provide a list of similar services performed over the past 5 years, indicating the Customer, the name of the service / work, the year of the provision of services, costs and contacts of the customer</li> <li>4. Company must have legal capacity to enter into agreements (certificate of registration / re-registration, constituent documents are provided);</li> <li>5. Be solvent, not subject to liquidation, their property is not seized, and their business activities are not suspended constrainedly by laws (certificates confirming the absence of debts owed to banks and tax authorities, Please provide Audit Reports/ balance sheets for 2019-2020);</li> <li>6. An affidavit on company letterhead that the company/firm has never been black listed by any institution / department / agency and that it has not been involved in litigation with any of its clients.</li> <li>7. Declaration on Bidder's letterhead that the Company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.</li> </ol>
Contact Person for Inquiries (Written inquiries only) <sup>5</sup>	<p><i>Karina Amralina</i>  <i>Procurement Specialist</i>  <a href="mailto:Karina.amralina@undp.org">Karina.amralina@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.</p>

<sup>5</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.

<p>Procedure for filing an electronic proposal</p>	<p><b>IMPORTANT:</b></p> <p>Applicants must submit their bids via electronic mail <a href="mailto:procurement.kz@undp.org">procurement.kz@undp.org</a>; with obligatory indication of the name of the contest <b>RFP-2020-070</b> in the subject of the letter.</p> <p>The technical and financial parts of the Proposal should be presented in separate files. <b>Financial offer (Annex 2b) must be password protected.</b> The password to the Financial Proposal should not be provided to UNDP until a request has been received from the UNDP representative, Karina Amralina.</p> <p>Document format: PDF files only;  A maximum of 60 characters should be included in the names of the files and should not contain any special characters other than letters;  The files to be sent must not contain viruses or be damaged;  Maximum file size for one electronic transmission: up to 20 MB;  Maximum number of electronic transmissions: 5 messages;  Mandatory indication of the subject RFP-2020-070 “PROVISION OF SERVICES ON DEVELOPMENT AND IMPLEMENTATION OF COMPREHENSIVE MEASURES FOR INTEGRATED PASTURE MANAGEMENT TO REDUCE THREATS TO THE FOREST ECOSYSTEMS OF ALTAY, WESTERN TIEN-SHANTIEN-SHAN, SHARYN AND SYRDARYA RIVERS”  If more than 1 message is used, enter a serial number in the subject.</p>
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**FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL*****(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>6</sup>)***

[insert: Location].

[insert: Date]

To: Ali Saeed  
UNDP Procurement Associate

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the **RFP-2020-070** dated 15 February 2021, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

**A. Qualifications of the Service Provider**

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

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations; confirmation of at least 5 years of experience in the implementation of projects on sustainable agriculture, reduction of land degradation and restoration of disturbed ecosystems, the use of innovative technologies in the field of sustainable land and water use, etc.; experience in the development of methodological recommendations (at least 2 recommendations) for maintaining sustainable land-water-pasture use and reduce land degradation in productive landscapes, to restore degraded ecosystems, etc.;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement (for 2019-2020) – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Provide a list of similar services performed over the past 5 years indicating the Customer, the name of the service / work, the year of the provision of services, costs and contacts of the customer. Provide at least 3 reviews and recommendations from previous customers for similar / analogous services;*
- e) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*
- f) Qualified personnel with required experience (copies of Diplomas, detailed CVS, certificates, etc) according to the Terms of Reference;*
- g) Written confirmation on availability of material and technical base (Internet communication, transport, office equipment, field equipment, etc.)*

**B. Proposed Methodology for the Completion of Services**

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

<sup>6</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

*appropriate to the local conditions and context of the work. Proposed methodology must include:*

- *Staff schedule (mandatory to include team composition and division of labour);*
- *Proposed work plan: clear presentation & sequencing of activity which are logical, timely and technically realistic;*
- *Project Monitoring indicating a monitoring plan to effectively monitor the project activities and reflected the resources / services to carry out monitoring;*
- *Proposed risk mitigation measures for project implementation.*

**C. Qualifications of Key Personnel**

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

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and*
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.*

## Annex 2b

## D. COST BREAKDOWN BY DELIVERABLES (ACCORDING TO THE TOR):

**ANNEX 2b MUST BE PASSWORD PROTECTED!**

<b>Outcomes</b>	<b>Payment percentage</b>	<b>Total price (all-inclusive), KZT</b>
<p>Online discussions were held and agreements were reached with partners, stakeholders (akimats of pilot rural districts, PAs, farms, land users) on the implementation of initiatives for the conservation and sustainable use of forest pastures.</p> <p>4 Public Councils for Sustainable Pasture Management (at least 5 members) have been created and are functioning. The supporting documents on their creation are presented.</p> <p>The purchase of 4 sets of 6 rope yurts with mobile solar stations (0.5 kW) was carried out. Purchased 1500 kg of perennial crop seeds for the Kaskasu pilot plot.</p> <p>Submitted interim report on the work performed</p>		
<p>On the plots Koksaray, Belkaragai, Kaskasu, Sumbinsky, the actual state of pastures and feed capacity was determined, standard loads for cattle grazing and pasture rotation schemes were developed on an area of 58.0 thousand hectares. The basic indicators of the degree of degradation of near-village pastures have been determined. In 4 pilot rural districts, work has been carried out to improve and equip pasture infrastructure in distant pasture areas.</p> <p>For each pilot plot, comprehensive Pasture Management Plans with corresponding thematic maps in Russian and Kazakh languages were developed and approved. A seasonal withdrawal of more than 7,000 conventional heads of livestock was organized on mountain and lowland forest pastures located on the lands of pilot PAs and State Institutions of Forestry on the plots "Belkaragai", "Kaskasu", "Koksaray" and "Sumbinsky".</p> <p>On the Kaskasu site, spring sowing was carried out on an area of 20.0 hectares of degraded pastures.</p> <p>Work was carried out to water the piedmont pastures of the Kara Dala in the Sumba area, and watering places for both livestock and gazelles were organized.</p> <p>As a result, the management and condition of 44,000 hectares of forest distant pastures were improved (Belkaragai - 10,000 hectares, Kaskasu - 6,000 hectares, Koksaray - 13,000 hectares, and Sumbinsky 15,000 hectares) and 14,000 hectares of rural pastures (Belkaragai - 6,000 hectares, Kaskasu - 4,000 ha, Koksaray - 2,000 ha and Sumbinsky - 2,000 ha).</p> <p>Submitted interim report on the work performed</p>		
<p>In Belkaragay rural district, partial repairs and clearing of rockslides of 7 km of a forest mountain road in the Shurshit su gorge (Ornek village) and 8 km of the road on the Altyn Kazkan section (Topkain village) were carried out.</p> <p>In each pilot rural district, 4 seminars* on sustainable management of forest pastures were organized and conducted, more than 100 people were trained, more than 1,000 people were informed.</p> <p>8 informational articles were published in local media in Kazakh.</p> <p>The purchased equipment was transferred to the balance of akimats of pilot rural districts in accordance with the procedure established by law.</p> <p>A publication (circulation 200 copies, at least 50 pages) was prepared and published on the results of the implementation of practical measures to improve the condition of forest pastures in Russian and Kazakh. The publication was disseminated to partners and local stakeholders.</p> <p>Monitoring and evaluation of project results and targeted use of purchased equipment</p> <p>Submitted final report on the work performed</p>		

<i>Total:</i>	<i>100%</i>	
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*\*This shall be the basis of the payment tranches*

#### E. Cost Breakdown by Cost Component:

Description of activities	Payment for months	Duration of services (months)	Number of people	Total price
<b>1. Personnel</b> (according to the Terms of Reference)				
<b>Team leader</b>		11	1	
<b>Procurement and finance assistant/logistics assistant</b>		11	1	
<b>Expert in the development of Management Plan of pastures</b>		5	1	
<b>Expert in geobotanical research and assessment of the state of pasture ecosystems</b>		5	1	
<b>GIS cartographer</b>		5	1	
<b>2. Per diems for mission to the pilot region:</b> (if not home-based)				
Mission to the East-Kazakhstan region (3 people for 11 days)				
Mission to Almaty region (3 people for 11 days)				
Mission to Turkestan region (3 people for 18 days)				
<b>3. Transportation:</b>				
Transportation expenses (flight to Ust-Kamenogorsk, Almaty and Shymkent)				
Rent a transport for field visits				
<b>4. Expenditures for 4 seminars in the pilot regions</b> (with detailed breakdown)				
<b>5. Expenditures for purchase and delivery of required equipment and services:</b>				
Yurts for shepherds (6-rope, collapsible) – 4 units		4 Units	Unit Cost:	Total Cost:
Table gas stove 2-burner for cooking – 4 units		4 Units	Unit Cost	Total Cost
Mobile (mobile) solar station (500 W) – 4 units		4 Units	Unit Cost	Total Cost
Plastic pipes (50 mm in diameter) with accessories (valves, compression connectors), 10 000 m				
Seeds of perennial grasses and cereals, 1 500 kg: - alfalfa - 200 kg;- ryegrass-200 kg;- sainfoin - 200 kg; - barley - 400 kg;- oats - 400 kg;- Sudanese grass - 100 kg				
Services for the partial repair and cleaning of 7 km of a forest mountain road in the Shurshit su gorge (district of the village of Ornek), 5 km of the Zheldikesek-Oharbay section (district of the village of Ornek) and 8 km of the road in the section of Altyn Kazkan (district of the village of Topkain)				



<b>6. Communication and Internet</b>				
<b>7. Services Design, Layout and Printing of Publications Based on the Results of the Implementation of Pilot Projects (200 copies)</b>				
<b>8. Translation services (RUS/KAZ)</b>				
<b>9. Bank expenses (if applicable)</b>				
<b>10. Unexpected expenditures (if yes, please specify)</b>				
<b>VAT (if applicable)</b>				
<b>Grand total in KZT</b>				

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

*[Designation]*

*[Date]*

## Annex 3

### TERMS OF REFERENCE FOR PROVISION OF SERVICES ON DEVELOPMENT AND IMPLEMENTATION OF COMPREHENSIVE MEASURES FOR INTEGRATED PASTURE MANAGEMENT TO REDUCE THREATS TO THE FOREST ECOSYSTEMS OF ALTAY, WESTERN TIEN-SHANTIEN-SHAN, SHARYN AND SYRDARYA RIVERS

<b>Project title and number:</b>	“Conservation and Sustainable Management of Key Globally Important Ecosystems for Multiple Benefits”, 00101043
<b>Type of Contract:</b>	UNDP Contract for Professional Services
<b>Place of work:</b>	Kazakhstan, with trips to Turkestan, Almaty and East Kazakhstan regions
<b>Period:</b>	11 months from the date of signing the contract, approximately March 2021 – February 2022

#### **PROJECT DESCRIPTION:**

The total forest area in Kazakhstan is about 12.6 million hectares, which makes it one of the richest countries in forests in Central Asia, despite the low level of forest cover, which is only 4.6%. Approximately 95% of the forests (forested areas) in Kazakhstan are managed by 123 forestry administrations, which are controlled by regional governments (akimats). The protected area system in Kazakhstan covers a total area of approximately 24,018,800 hectares, or 8.81% (as of 2015) of the country's territory. Although only 5% of Kazakhstan's forests (wooded areas) are included in protected areas, which indicates that forest ecosystems are underrepresented in the national system of protected areas. There are three main types of forest ecosystems in Kazakhstan: mountain forests, tugai (southern coastal) forests and saxaul landscapes (desert and semi-desert shrubs).

Since 2018, the UNDP-GEF Project “Conservation and Sustainable Management of Key Globally Important Ecosystems for Multiple Benefits” (hereinafter referred to as the Project) has been implemented in Kazakhstan.

The project strategy is to comprehensively address the issues of conservation and sustainable use of forest ecosystems in Kazakhstan by improving management approaches both within the system of protected areas (hereinafter - PAs) and in adjacent landscapes with a view to sustainable use of high conservation value forests (hereinafter - HCVFs). The project involves three main components:

- **Component 1:** Increasing the representativeness of globally important forest ecosystem biodiversity in the network of protected areas and improving the efficiency of management of protected areas
- **Component 2:** Promoting the integration of forest protected areas in the landscape context by creating conditions for the effective regulation and management of globally important ecosystems.
- **Component 3:** International cooperation and knowledge management.

#### **Pilot territories:**

- East Kazakhstan region: forests of Altai mountains, Saur and Tarbagatay;
- Almaty region: mountain forests of the Zhetysay Alatau, mountain forests of the Northern and

Central Tian Shan, tugai forests of the Ile river, saxaul forests of the Ile and Balkhash river basin;

- Turkestan region: mountain forests of the Western Tian Shan, tugai forests of the Syrdarya river.

Overgrazing is a major threat to forest ecosystems outside protected areas, especially in areas with limited grazing resources and growing livestock.

Each project area has its own characteristics in the use of pasture resources. In Altai and Saur-Tarbagatai, there are highly productive hayfields and pastures favorable for the development of dairy farming. The high degradation of cultivated land is due to the lack of perennial sowing of grasses; therefore, urgent measures are required to ensure reclamation and soil fertility. Local communities experience a shortage of winter forage reserves, which poses a serious threat to forests in protected areas.

In the Central, Northern and Western Tien Shan, cattle graze mainly around settlements, which leads to severe pasture degradation and changes in plant communities in several kilometers around the settlements. Excessive grazing of livestock affects the condition of the undergrowth, which often leads to aging forest ecosystems and low levels of natural reproduction.

Floodplain forests of Charyn and Ile also experience a strong pressure from overgrazing, since the main pastures are located precisely in the floodplain and adjacent desert areas. Large areas of the floodplains of these rivers are used annually for haymaking, despite their extremely low yields. In the pilot region, there is a big problem of shortage of pastures with an increasing trend of growth in livestock numbers. As a result of overgrazing, floodplain forests are degraded, and desertification processes threaten the productivity of pastures.

The same situation is observed in the floodplain forests of the river. Syr Darya, where uncontrolled cattle grazing along the Syr Darya river with illegal use of forest lands is observed.

The Law of the Republic of Kazakhstan "On Pastures", adopted in 2017, aims to regulate pasture pressures within the framework of pasture management plans as a mandatory tool at the local level. The project activities will be aimed at improving the management of pastures located on the lands of the forest resources of the 3 project areas and adjacent lands.

The project document identifies 10 pilot pasture areas in 3 pilot areas, which will be used to assess the progress of the Project indicators.

In order to develop approaches to sustainable management of forest pastures in 2019, a group of experts assessed the current state and management of pasture management at 10 pilot sites in 3 regions of the country (Almaty, Turkestan, East Kazakhstan regions).

As a result, together with local partners for 2020-2021, priority pilot measures were developed to improve and reduce the degradation of pasture lands in the selected 4 plots: **Sumbinsky, Belkaragaysky, Kaskasu and Koksaray.**

The partners, represented by akimats of pilot rural districts, SNNPs and local pasture users, are highly interested and expressed their readiness to take part in activities to improve the condition of forest pastures. In the framework of working meetings with these partners, held in October 2019, an agreement was reached on the contributions of each party.

In accordance with the Project Document and the Project Work Plan for **2021**, it is planned to involve a national company in order to implement a set of measures for sustainable pasture management in 4 project areas.

**PURPOSE:** Development and implementation of comprehensive measures for integrated pasture management to reduce threats to forest ecosystems in Altai, Western Tien Shan, Sharyn and Syrdarya rivers on the example of 4 pilot sites.

**Pilot areas:**

**Almaty region:**

- Sumbinsky plot in the Uygur region, Sumbinsky rural district (ecosystems of tugai forests of the Charyn River);

**East Kazakhstan region:**

- Belkaragay plot in Katon-Karagay region, Belkaragay rural district (ecosystem of Altai forests);

**Turkestan region:**

- Kaskasu plot in Tolebi district, Kaskasu rural district (ecosystems of mountain forests of the Western Tien Shan);
- Koksarayskiy plot in Otyrar district, Koksarayskiy rural district (ecosystems of tugai forests of the Syrdarya river).

**SCOPE OF WORK:**

This work will consist of 3 main areas:

**I. Development of integrated forest pasture management plans for 4 pilot areas<sup>7</sup>**

This work includes the following main activities:

1. Implementation of geobotanical studies on the territory of 4 pasture areas with the determination of their feed capacity, standard loads of cattle grazing and the most acceptable scheme of pasture rotation in order to ensure the conservation and sustainable use of forest pastures;
2. On the basis of the research results, development of comprehensive plans for forest pasture management for 4 pilot rural districts, coordinated with the pilot SNNP, the forestry enterprise, the local executive power and the association of pasture users. Pasture management plans should be developed in accordance with Article 13 of the Law of the Republic of Kazakhstan "On Pastures";
3. Creation of Public Councils for sustainable management of pastures in each pilot rural district in accordance with Article 11 of the Law of the Republic of Kazakhstan "On Pastures".

**II. Implementation of practical measures to improve the condition of forest pastures in 4 pilot areas**

1. Organization of seasonal withdrawal of livestock to mountain and lowland forest pastures located on the lands of pilot PAs and State Institutions of Forestry on the sites "Belkaragai", "Kaskasu", "Koksaray" and "Sumbe";
2. Carrying out works to improve the pasture infrastructure in distant pasture areas in 4 pilot rural districts;
3. Carrying out works on watering the foothill pastures of the "Kara Dala" massif in the Sumba area in order to organize a watering place for both livestock and gazelles;

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<sup>7</sup> The main requirements for the Pasture Management Plan are set out in Annex 3-3

4. Restoration of 20.0 hectares of degraded pastures on the Kaskasu site through the creation of highly productive forage lands;

### **III. Monitoring, evaluation and replication of the obtained results of pilot projects on sustainable pasture management**

1. Increasing the capacity and level of knowledge of farmers, partners, protected areas, forestry administrations on the organization of distant pasture cattle breeding on the lands of the forest fund through information seminars;

2. Monitoring and evaluation of project results and wide dissemination of the gained experience and results among all stakeholders;

3. Development and publication of a collection/report on the results of the implementation of practical measures to improve the condition of forest pastures in Kazakh and Russian languages.

### **CONTENT OF WORK:**

**The scope and content of the work is distributed for each pilot area.<sup>8</sup>**

#### **I. Belkaragay pilot plot (Belkaragay rural district, Katon-Karagay district, East Kazakhstan region).**

1. Organization and facilitation of meetings (in online format) with the akimat of the Belkaragay rural district, Katon-Karagay SNPP, land users, and the development of the Public Council for Pasture Management in accordance with Art. 11. Law of the Republic of Kazakhstan "On pastures"<sup>9</sup>.

2. Organization and facilitation of a geobotanical survey to determine the actual state of pastures and feed capacity, standard loads of livestock grazing and development of a pasture rotation scheme for the Belkaragai pilot site tentatively in the spring-summer of 2021 (May-June).

3. Based on the survey results, the development of a comprehensive Pasture Management Plan for the Belkaragai Rural District. Carrying out work on the coordination and approval of the Pasture Management Plan with all interested parties (Katon-Karagai SNPP, the district akimat, the Public Council on Pastures, peasant farms), including its approval at the local level in accordance with the Law of the Republic of Kazakhstan "On Pastures".

4. Organization of work on the purchase and delivery to the village. Belkaragai of 2 sets of 6-rope yurts with 2 sets of mobile solar stations (with a capacity of 0.5 kW) in order to improve living conditions of pasture users in the summer distant section "Saryarka zhaylauy". 2 sets of yurts with mobile solar panels must be transferred to the balance of the Akimat of Belkaragay rural district in accordance with the procedures established by law.

5. Organization of the withdrawal of about 1000 head of livestock from Belkaragai village on the summer pasture "Saryarka zhaylauy" (Altai forestry Katon-Karagaysky SNPP) in order to reduce the load on pastures near the village.

6. Organization and execution of works on partial repair and cleaning of 7 km of a forest mountain road in the Shurshit su gorge (Ornek village area), 5 km of the Zheldikesek-Onarbay section (Ornek village area) and 8 km of the road on the Altyn Kazkan section ( area of the village of Topkain), including works on clearing the road from rockfall, elimination of erosion on some sections of the road from rain floods.

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<sup>8</sup> A detailed description of the pilot areas is given in Annex 3-4.

<sup>9</sup> The Public Council for Pastures must consist of at least 5 people

Carrying out repair work involves the hiring of specialized equipment on site (Katon-Karagai village) to clear sections of the mountain road from rockfalls, erosion and filling of gravel in eroded areas.

7. Developing, jointly with the Public Council on Pastures and the Akimat of the rural district, recommendations on the regulation of the number of milking mares in the summer in order to reduce the load on the near-village pastures of the Belkaragai village.

8. Conducting 1 information seminar (approximately in September-October 2021) in the village Belkaragay with the participation of all stakeholders with the aim of training, disseminating the gained experience and results among all stakeholders. Publication of 2 articles in local media in Kazakh.

## **II. Sumbinsky pilot plot (Sumbinsky rural district, Uygur district, Almaty region)**

1. Organization and facilitation of working meetings (in online format) with the akimat of the Sumbinsky rural district, Charyn SNPP, land users and the creation of the Public Council for Pasture Management in accordance with Art. 11. Law of the Republic of Kazakhstan "On pastures".

2. Organization and facilitation of a geobotanical survey to determine the actual state of pastures and feed capacity, standard loads of livestock grazing and the development of a pasture rotation scheme for the Sumba pilot site. Tentatively in the spring-summer of 2021 (May-June)..

3. Development of a comprehensive Pasture Management Plan for the Sumbinsky rural district based on the results of the above surveys. Carrying out work on the approval of the Pasture Management Plan with all interested parties (Charyn SNPP, Okimat of the Okrug, Public Council on Pastures, peasant farms), including its approval at the local level in accordance with the Law of the Republic of Kazakhstan "On Pastures".

4. Monitoring and coordination of work on the fulfillment of obligations on the part of the Akimat of the Sumbinsky rural district and the Uygur region for the implementation of repair work and improvement of the flooding system for watering pastures (wells) on the territory of the district.

5. Organization of work on the purchase and delivery of 10 km of plastic pipes (50 mm in diameter) and component materials for the Charyn State Scientific and Production Enterprise for the purpose of arranging watering points for gazelles on the territory of the State National Research and Production Enterprise and livestock of the Sumba rural district on the lands adjacent to the State National Research and Production Enterprise. The Charyn SNPP (GNPP contribution) will carry out construction and installation work (digging trenches, laying pipes) to lay pipes from the existing water supply system to the depth of the Temirlik section. On the part of the company, monitoring of the timeliness of the work performed by the SNPP should be carried out.

6. Organization of withdrawal of about 4,000 conventional heads of cattle of the Sumbinsky rural district to summer pasture in order to reduce the load on the near-village pastures;

7. Facilitation of 1 information seminar (approximately in September-October 2021) in the village Shonzhy with the participation of all stakeholders with the aim of training, dissemination of lessons learned and results among all stakeholders. Publication of 2 informational articles in local media in Kazakh.

## **III. Kaskasu pilot plot (Kaskasu rural district, Tolebi district, Turkestan region)**

1. Organization and facilitation of working meetings (in online format) with the Akimat of the Kaskasu rural district, Sairam-Ugam SNPP, land users and the creation of the Public Council for Pasture Management in accordance with Art. 11. Law of the Republic of Kazakhstan "On pastures".

2. Organization and facilitation of a geobotanical survey to determine the actual state of pastures and feed capacity, standard loads of cattle grazing and development of a pasture rotation scheme for the Kaskasu pilot plot, including forest lands. Tentatively in the spring-summer of 2021 (May-June)..
3. Development of a comprehensive Pasture Management Plan for the Kaskasu rural district based on the results of the above surveys. Carrying out work on the approval of the Pasture Management Plan with all interested parties (Sairam-Ugam State Scientific and Production Enterprise, Akimat of the Okrug, Public Council on Pastures, peasant farms), including its approval at the local level in accordance with the Law of the Republic of Kazakhstan "On Pastures".
4. Organization of work on the purchase and delivery of 1 set of a six-rope yurt with a mobile solar station (0.5 kW) in order to improve living conditions of pasture users on the mountain pasture "Sairam su" (forest lands). A yurt with a mobile mobile solar battery must be transferred to the balance of the Akimat of the Kaskasu rural district in accordance with the procedure established by law.
5. Organization of withdrawal of 1,000 conventional heads of livestock p. Kaskasu to mountain pastures "Sairam su" in the zone of limited economic activity of Sairam-Ugam State Scientific and Production Enterprise (Tolebi Branch).
6. Organization of procurement and delivery of 1,500 kg of seeds of perennial grasses and cereals: alfalfa - 200 kg, ryegrass - 200 kg, sainfoin - 200 kg, barley - 400 kg, oats - 400 kg, Sudanese grass - 100 kg. The seeds should be handed over to SEC "Kaskas" (Kaskas village).
7. Organization, jointly with the SEC "Kaskasu" of spring sowing (May-June 2021) of perennial forage crops on an area of 20.0 hectares in order to demonstrate improved technologies for the restoration of irrigated lands in the pilot rural district. SEC "Kaskasu" provides work on the preparation of a demonstration field, sowing herbs according to the recommended sowing technology, watering and subsequent care of the sowing.
8. Facilitation of 1 information seminar (approximately in September-October 2021) in the village. Kaskasu with the participation of all stakeholders with the aim of training, disseminating the lessons learned and results to all stakeholders. Publication of 2 informational articles in local media in Kazakh.

#### **IV. Koksaraysky pilot plot (Koksaraysky rural district, Otyrarsky district, Turkestan region)**

1. Organization and facilitation of working meetings (in online format) with the Akimat of the Koksaray village, PO "Okhotzooptom", Otyrar State University of Forestry, land users and the creation of the Public Council for Pasture Management in accordance with Art. 11. Law of the RK "On Pastures".
2. Organization and facilitation of a geobotanical survey to determine the actual state of pastures and feed capacity, standard loads of cattle grazing and the development of a pasture rotation scheme for the Koksaray pilot plot approximately in May-June 2021.
3. Development of a comprehensive Rural District Pasture Management Plan based on the results of the above surveys. Carrying out work on the approval of the Pasture Management Plan with all interested parties (Otyrar forestry enterprise, PO "Okhotzooptom", district akimat, Public Council on Pastures, peasant farms), including its approval at the local level according to the Law of the Republic of Kazakhstan "On Pastures".
4. Organization of work on the purchase and delivery of 1 set of a six-rope yurt with a mobile solar station (0.5 kW) in order to improve living conditions of pasture users on the mountain pasture "Sairam su" (forest lands). A yurt with a mobile solar battery must be transferred to the balance sheet of the Akimat of the Koksaray rural district in accordance with the procedure established by law. On the part of the Akimat of the Koksaray rural district and the pilot farm, work should be carried out to water the distant site within

the framework of the program for the development of distant pasture farming, including work on the calculation of work on drilling a well and performing drilling work, etc.

5. Organization of withdrawal of 1500 conventional heads of livestock p. Koksarai on plain desert pastures located on the sites of the South Kazakhstan protected zone and adjacent to the lands of the forest fund of the Otyrar State University of Forestry.

6. Facilitation of 1 information seminar (approximately in September-October 2021) in the village Koksaray with the participation of all stakeholders with the aim of training, dissemination of the gained experience and results among all stakeholders. Publication of 2 informational articles in local media in Kazakh.

**IMPORTANT: The technical specification of the purchased equipment must be approved by the UNDP project.**

**EXPECTED RESULTS AND TIMEFRAME:**

No.	Outcomes	Time frame	Coordination and approval	Payment percentage
1.	<p>Online discussions were held and agreements were reached with partners, stakeholders (akimats of pilot rural districts, PAs, farms, land users) on the implementation of initiatives for the conservation and sustainable use of forest pastures.</p> <p>4 Public Councils for Sustainable Pasture Management (at least 5 members) have been created and are functioning. The supporting documents on their creation are presented.</p> <p>The purchase of 4 sets of 6 rope yurts with mobile solar stations (0.5 kW) was carried out. Purchased 1500 kg of perennial crop seeds for the Kaskasu pilot plot.</p> <p><i>Submitted interim report on the work performed</i></p>	12 weeks from the date of signing the contract	Project Manager	30%
2.	<p>On the plots Koksaray, Belkaragai, Kaskasu, Sumbinsky, the actual state of pastures and feed capacity was determined, standard loads for cattle grazing and pasture rotation schemes were developed on an area of 58.0 thousand hectares. The basic indicators of the degree of degradation of near-village pastures have been determined.</p> <p>In 4 pilot rural districts, work has been carried out to improve and equip pasture infrastructure in distant pasture areas.</p> <p>For each pilot plot, comprehensive Pasture Management Plans with corresponding thematic maps in Russian and Kazakh languages were developed and approved.</p> <p>A seasonal withdrawal of more than 7,000 conventional heads of livestock was organized on mountain and lowland forest pastures located on the lands of pilot PAs and State</p>	32 weeks from the date of signing the contract	Project Manager	40%



	<p>Institutions of Forestry on the plots "Belkaragai", "Kaskasu", "Koksaray" and "Sumbinsky".</p> <p>On the Kaskasu site, spring sowing was carried out on an area of 20.0 hectares of degraded pastures.</p> <p>Work was carried out to water the piedmont pastures of the Kara Dala in the Sumba area, and watering places for both livestock and gazelles were organized.</p> <p>As a result, the management and condition of 44,000 hectares of forest distant pastures were improved (Belkaragai - 10,000 hectares, Kaskasu - 6,000 hectares, Koksaray - 13,000 hectares, and Sumbinsky 15,000 hectares) and 14,000 hectares of rural pastures (Belkaragai - 6,000 hectares, Kaskasu - 4,000 ha, Koksaray - 2,000 ha and Sumbinsky - 2,000 ha).</p> <p><i>Submitted interim report on the work performed</i></p>			
3.	<p>In Belkaragay rural district, partial repairs and clearing of rockslides of 7 km of a forest mountain road in the Shurshit su gorge (Ornek village) and 8 km of the road on the Altyn Kazkan section (Topkain village) were carried out.</p> <p>In each pilot rural district, 4 seminars* on sustainable management of forest pastures were organized and conducted, more than 100 people were trained, more than 1,000 people were informed.</p> <p>8 informational articles were published in local media in Kazakh.</p> <p>The purchased equipment was transferred to the balance of akimats of pilot rural districts in accordance with the procedure established by law.</p> <p>A publication (circulation 200 copies, at least 50 pages) was prepared and published on the results of the implementation of practical measures to improve the condition of forest pastures in Russian and Kazakh. The publication was disseminated to partners and local stakeholders.</p> <p>Monitoring and evaluation of project results and targeted use of purchased equipment</p> <p><i>Submitted final report on the work performed</i></p>	48 weeks from the date of signing the contract	Project Manager	30%
	Total:			100%

Note: the costs of organization and facilitation of the seminars, including catering and supplies expenses are borne by contractor. All expenses must be included in the financial proposal of contractor. **The**

**financial proposal should take into account the costs of the purchase and delivery of equipment and the provision of services** listed in Annex 3-2, the technical specifications should be attached.

\* Due to the current situation related to the novel coronavirus COVID-19 and the possible resumption of restrictions on free movement in Kazakhstan, the organization of travel and activities may be limited.

In this case, the company must have all the necessary resources to conduct events online / remotely using digital technologies. In case if quarantine measures and related restrictions are announced, seminars and trips will be postponed for the 3rd and 4th quarters of 2021, in accordance with rules (no more than 3 people in a group).

If the situation described above occurs, the amount of the offer allocated for the organization of travel / events will be deducted from the contract.

Special security requirements: The service provider is required to ensure that its staff has all necessary personal protection related to the COVID-19 in accordance with the current recommendations of WHO and local authorities (masks, gloves, sanitizers, passing the COVID-19 test (if necessary), for the duration of the contract.

#### **REPORTING REQUIREMENTS:**

1. The interim and final reports are required to be submitted in Russian and English languages, in electronic form MS Word format for Windows files, font: Times New Roman 12 at the time indicated above. The reports are subject of approval of project manager and project expert, documents are used as a basis for making related payments.
2. The interim reports must be necessarily accompanied by supporting materials: technical specifications, invoices for services rendered, invoices for the purchased equipment, handover certificates, photo and video materials and any other supporting documents.
3. Management plans for each pilot rural district with cartographic material are prepared in Russian and Kazakh languages.

#### **WORK DURATION:**

The total duration of work is 11 months from the date of signing the contract (approximately March 2021 – February 2022).

#### **TERMS OF PAYMENT:**

Payment is made in tranches after satisfactory completion of the relevant item "Scope of work" of the Terms of Reference and authorization of the results by the UNDP Biodiversity Project Manager on the provision of a certificate of completion.

#### **RESPONSIBILITY AND COORDINATION:**

- The Contractor ensures timely and rational planning, performance of the scope of work and achievement of results in accordance with the TOR;
- The Contractor ensures full compliance with the requirements of the contract, bears full responsibility for the accuracy and validity of the information provided and for the timely provision of reports;
- During the implementation of the work, the Contractor is accountable to the UNDP biodiversity project manager and the landscape planning expert. The Contractor works closely with the

territorial experts of the UNDP project in the Almaty, Turkestan and East Kazakhstan regions. All actions related to the implementation of this work on a mandatory basis must be coordinated with the specified employees of the UNDP-GEF Project;

- The work must be done efficiently and in a timely manner, in accordance with the requirements of the contract and the terms of reference. In case of poor quality of work of the Contractor, UNDP reserves the right to terminate the contract unilaterally;
- The contractor transfers all copyrights to the developed educational and teaching materials to UNDP. Upon completion of the work, the UN Development Program will receive all direct and related copyrights for the use of products that will be manufactured under the TOR.

### **INTERACTION / COOPERATION**

The list of organizations with which the Contractor / Contractor is supposed to work / interact / cooperate / meet in the course of the work:

- Akimats of Uygur, Katon-Karagai, Tolebi and Otyrar districts, akimats of pilot rural districts;
- departments of land relations, agriculture of the Uygur, Katon-Karagai, Tolebi and Otyrar districts;
- Katon-Karagayskiy SNPP, Charyn SNPP, Sairam-Ugamskiy SNPP, PO "Okhotzooptom", Otrar State University of Forestry;
- large farms, local NGOs and other public organizations at the regional and district levels.

### **TRAVEL SCHEDULE:**

To carry out the scope of work under this contract, trips to pilot areas are envisaged. The travel schedule is presented in Annex 3-1 to this Terms of Reference. A detailed work schedule and departure dates are preapproved by Project Manager and Landscape Planning Expert. Travel expenses must be included in the financial proposal.

### **QUALIFICATION REQUIREMENTS FOR SUPPLIERS OF SERVICES:**

A service supplier can be an organization that meets the following requirements:

1. Must have legal capacity to enter into agreements (certificate of registration / re-registration, constituent documents);
2. Be solvent, not subject to liquidation, their property is not seized, and their business activities are not suspended constrainedly by laws (certificates confirming the absence of debts owed to banks and tax authorities, balance sheets for 2019-2020);
3. Have at least 5 years of experience in the implementation of projects on sustainable agriculture, reduction of land degradation and restoration of disturbed ecosystems, the use of innovative technologies in the field of sustainable land and water use, etc.;
4. Have experience in the development of methodological recommendations (at least 2 recommendations) for maintaining sustainable land-water-pasture use and reduce land degradation in productive landscapes, to restore degraded ecosystems, etc.;
5. Provide a list of similar services performed over the past 5 years, indicating the Customer, the name of the service / work, the year of the provision of services, costs and contacts of the customer. provide at least 3 reviews and recommendations from previous customers for similar / analogous services;

6. Availability of material and technical base (Internet communication, transport, office equipment, field equipment, etc.) - provide written confirmation.
7. Availability of qualified personnel with the necessary work experience and qualifications according to the table below, with the provision of a detailed resume, documents confirming the expert's qualifications (diplomas, certificates of advanced training in the subject area, other certificates), as well as written confirmation from each employee that they will be available during the entire term of the contract.
8. Written declaration on a Company's letterhead that the Company is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists and have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization.

**Table. Requirements for the main staff and qualifications of a group of experts involved in the implementation of work on this technical assignment:**

<b>№ n/n</b>	<b>Team composition</b>	<b>Number of people</b>	<b>Proposed term of involvement in the project, months</b>	<b>Min. acceptable educational level and field of study</b>	<b>Special skills / experience</b>
1.	Team Leader	1	11	Higher education in the field of ecology, natural sciences, agronomy and other related sciences	At least 5 years of work experience in the field of ecology, conservation of natural resources, pastures, biodiversity, etc. At least 3 years of work experience in implementation and management of projects for the sustainable management of ecosystems, land resources, etc.
2.	Procurement and finance assistant/logistics assistant	1	11	Higher education in economics, finance and other related sciences	Experience in the field of finance and administration at least 3 years At least 1 year of experience in procurement, contract support, preparation of technical specifications, etc. At least 1 year of experience in organizing and supporting events, seminars, trainings
3.	Expert in the development of PM for pastures	1	5	Higher education in agroecology / agriculture	At least 5 years of work experience in sustainable agriculture, agronomy and pasture management, land use At least 2 years of work experience in development of Pasture Management Plans, pasture rotation schemes, practical recommendations for sustainable pasture management Experience in working in rural areas, with local/local communities on sustainable

					use of pastures, reducing land degradation
4.	Expert in geobotanical research and assessment of the state of pasture ecosystems	1	5	Higher education in biology / ecology / agronomy	At least 3 years of work experience in organizing and participating in field landscape, geobotanical, ecosystem research Experience in the preparation of geobotanical maps, vegetation maps, forage maps, etc.
5.	GIS cartographer	1	5	Higher education in geography / cartography	Experience in thematic mapping / remote sensing, at least 3 years Possession of GIS programs ArcGIS desktop 10x / QGIS / for processing and decoding satellite images ENVI 4x / PCI Geomatics / ERDAS Imagine
	<b>Total:</b>	<b>5</b>			

**ANNEX 3-1****SCHEDULE OF FIELD VISITS/TRIPS TO PROJECT TERRITORIES FOR 2021\***

District names	Number of days	Purpose
<b>East-Kazakhstan region</b>		
Katon-Karagay district, Belkaragay rural district	7 days May-June 2021	Conducting field geobotanical surveys to assess the condition of pastures at the Belkaragai pilot plot.  Organization of driving livestock from Belkaragaysky village to summer pasture "Saryarka zhaylauy" (Altai forestry of Katon-Karagaysky SNPP)
	4 days September-October 2021	Monitoring of project results, facilitation of 1 workshop on the results of the project and sustainable management of forest pastures
<b>Subtotal:</b>	<b>11 days</b>	
<b>Almaty region</b>		
Uygur district, Sumbinsky district	7 days May-June 2021	Conducting field geobotanical surveys to assess the condition of pastures on the Sumbinsky pilot plot. Organization of the withdrawal of livestock of the Sumbinsky rural district to the summer pasture
	4 days September-October 2021	Monitoring of project results, facilitation of 1 workshop on the results of the project and sustainable management of forest pastures
<b>Subtotal:</b>	<b>11 days</b>	
<b>Turkestan region</b>		
Tolebi district, Kaskasu rural district	12 days May-June 2021	Conducting field geobotanical surveys to assess the condition of pastures at each pilot plot Organization of livestock withdrawal p. Kaskasu to mountain pastures "Sairam su" and livestock with. Koksaray on plain desert pastures
Otryrar district, Koksaray rural district		
Tolebi district, Kaskasu rural district	6 days September-October 2021	Monitoring of project results, facilitation of 1 workshop on the results of the project and sustainable management of forest pastures in each rural district
Otryrar district, Koksaray rural district		
<b>Subtotal:</b>	<b>18 days</b>	
<b>TOTAL:</b>	<b>40 days</b>	

**Note:** Field visits are based on days spent for travel. Dates and are preliminarily approved with the project manager and landscape planning expert and can be postponed as agreed.

\* Due to the current situation related to the novel coronavirus COVID-19 and the possible resumption of restrictions on free movement in Kazakhstan, the organization of travel and activities may be limited.

In this case, the company must have all the necessary resources to conduct events online / remotely using digital technologies. In case if quarantine measures and related restrictions are announced, seminars and trips will be postponed for the 3rd and 4th quarters of 2021, in accordance with rules (no more than 3 people in a group).

If the situation described above occurs, the amount of the offer allocated for the organization of travel / events will be deducted from the contract.

Special security requirements: The service provider is required to ensure that its staff has all necessary personal protection related to the COVID-19 in accordance with the current recommendations of WHO and local authorities (masks, gloves, sanitizers, passing the COVID-19 test (if necessary), for the duration of the contract.

**ANNEX 3-2****List of the equipment and services required to create / improve pasture infrastructure in 4 pilot pasture plots  
(within the framework of this Terms of Reference)**

№ п/п	Item	Qty.	Destination of goods / services
1.	<p>Yurts for shepherds (6-rope, collapsible)</p> <p><u>Technical requirements:</u>  diameter - at least 5.8 meters;  height - not less than 3.0-3.5 m;  weight - not less than 340-350 kg;  area - not less than 26 sq.m.</p> <p>The recommended standard kit should include:  - metal / wooden frame - 1 pc .;  - metal / wooden kerege - 6 pcs;  - skeletons (uyks) - from 50 to 80 pcs .;  - shanyrak - 1 pc .;  - wooden double-leaf door - 1 pc .;  - floor for a yurt - 1 pc. (diameter 5.9x0.15m  - sets of ropes and lassos;  - insulated dome, triple layer of padding polyester / felt;  cover 4 layers: white woolen tent, raincoat fabric waterproof, windproof, gray thermal felt, cellophane and on top of a white cover made of dense woolen material</p>	4 units	<p>East Kazakhstan region, Katon-Karagai district, Belkaragay - 2 units</p> <p>Turkestan region:</p>
2.	Table gas stove 2-burner for cooking	4 units	1) Otyrar district,
3.	<p>Mobile (mobile) solar station (500 W)</p> <p><u>Technical requirements:</u>  - solar panel with a total power of 500 W / h, 250 W / 24 - 2 pcs.;  - collapsible structure for mounting solar panels - 1 pc .;  - charge controller 12/24 - 1 pc .;  - inverter 12/24 / 220 V with an output power of 500 W -1 pc .;  - batteries not serviced 120Ah / 12V - 3 pcs .;  - consumables for installation: connection cable, connectors, terminals, anchors, cable duct, etc.</p>	4 units	<p>from. Koksaray - 1 unit;  2) Tolebi district, with.  Kaskasu - 1 unit</p>



	technical passport, warranty period of service - at least 3 years		
4.	<p>Plastic pipes (50 mm in diameter) with accessories (valves, compression connectors)</p> <p>Technical requirements:</p> <ul style="list-style-type: none"> <li>- wall thickness, mm - 4.5 / 3.7;</li> <li>- maximum working pressure, MPa - 1.6 / 1.25;</li> <li>- weight of 1 running meter, kg - 0.3-0.5;</li> <li>- specific heat capacity - 2300-270J / (kg * K);</li> <li>- melting point - 120-135 ° C</li> <li>- frost resistance - 70 ° C;</li> <li>- density - 948-960 kg / m<sup>3</sup>;</li> <li>- melt fluidity - 0.1-15g / 10 min;</li> </ul> <p>tensile yield strength 0.019 - 0.026 GPa</p>	10 000 m	Almaty region, Uygur district, Chundzha
5.	<p>Seeds of perennial grasses and cereals:</p> <ul style="list-style-type: none"> <li>- alfalfa - 200 kg;</li> <li>- ryegrass-200 kg;</li> <li>- sainfoin - 200 kg;</li> <li>- barley - 400 kg;</li> <li>- oats - 400 kg;</li> <li>- Sudanese grass - 100 kg</li> </ul> <p>Total: 1500 kg</p> <p>Seed specifications:</p> <ul style="list-style-type: none"> <li>- the supplied fodder seeds must be zoned in the Turkestan region and included in the list of varieties allowed for cultivation in the Republic of Kazakhstan;</li> <li>- varietal and sowing qualities of seeds must meet the requirements of the elite or 1 reproduction and 1-2 classes of sowing standards established for the seeds of these crops;</li> <li>- seeds should be packed in double bags, sewn up and have labels indicating the names of crops and varieties;</li> <li>- the supplied seeds must be accompanied by the relevant certificates for seeds (original certificate or certificate for seeds), as well as shipping documents.</li> </ul>	1 500 kg	Turkestan region, Tolebi district, Kaskasu

6.	<p>Services for the partial repair and cleaning of 7 km of a forest mountain road in the Shurshit su gorge (district of the village of Ornek), 5 km of the Zheldikesek-Oharbay section (district of the village of Ornek) and 8 km of the road in the section of Altyn Kazkan (district of the village of Topkain)</p> <p>Scope of work: To repair the road of the Altyn Kazkan section in the area of the village. Topkain:</p> <ul style="list-style-type: none"> <li>- driving equipment on a trawl from the village. Katon-Karagay to the place of partial road repair - 20 km;</li> <li>- performance of work on partial repair of 8 km of the road on the Altyn Kazkan section, including work on clearing the road from rockfall - 2 days;</li> </ul> <p>To repair the sections of Shurshit su, Zheldikezen-Onarbay, Ornek:</p> <ul style="list-style-type: none"> <li>- driving equipment on a trawl from the village. Ornek to the place of partial road repair - 35 km;</li> <li>- performance of works on partial repair and cleaning of 7 km of a forest mountain road in the Shurshit su gorge and 5 km of the Zheldikesek-Oharbay section (Ornek village), including work on clearing the road from rockfall, elimination of erosion on some road sections from rain floods - 3 days;</li> <li>- transportation of equipment on a trawl from the place of partial repair of the road to the place of basing with. Katon-Karagay - 50 km;</li> <li>- unforeseen circumstances (equipment breakdown, purchase of spare parts, weather conditions)</li> </ul>	20 km	East Kazakhstan region, Katon-Karagay district, Belkaragay rural district
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**ANNEX 3-3**

**REQUIREMENTS**  
**to the content and design of the Sustainable Pasture Management Plan**

The Pasture Management and Use Plan is adopted for the rational use of pastures, sustainable provision of feed demand and prevention of pasture degradation processes.

For developing the Pasture Management and Use Plan, the traditions of grazing livestock in the respective territories of the administrative-territorial units are taken into account.

Pasture management and use plan is a regulatory legal act approved for short-term (up to a year) and / or long-term (up to two years) periods.

**Pasture management and use plan should contain:**

1) a diagram (map) of the location of pastures on the territory of an administrative-territorial unit in the context of land categories, land owners and land users on the basis of documents of title;

2) acceptable pasture rotation schemes;

3) a map showing the external and internal borders and areas of pastures, including seasonal, pasture infrastructure objects;

4) the scheme of access of pasture users to water sources (lakes, rivers, ponds, digs, irrigation or watering canals, pipe or shaft wells), drawn up in accordance with the rate of water consumption;

5) a scheme for the redistribution of pastures to accommodate the livestock of farm animals of individuals and (or) legal entities that do not have pastures, and move it to the provided pastures;

6) the layout of the livestock of farm animals on distant pastures of individuals and (or) legal entities not provided with pastures located in a city of regional significance, a settlement, a village, a rural district;

7) a calendar schedule for the use of pastures, which establishes seasonal routes for grazing and movement of farm animals;

8) other requirements necessary for the rational use of pastures in the corresponding administrative-territorial unit.

The Pasture Management and Use Plan contains:

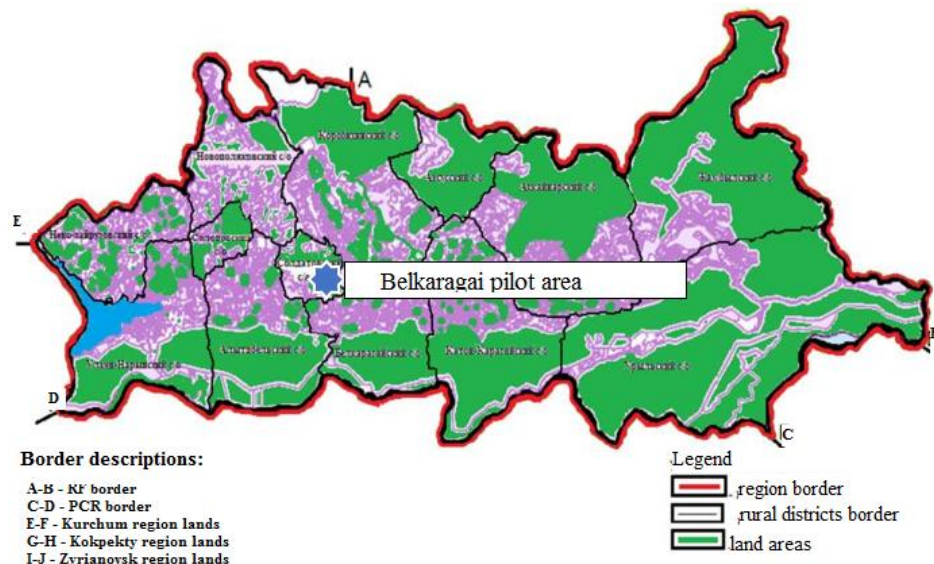
- information on the state of the geobotanical survey of pastures;
- information about veterinary and sanitary facilities;
- data on the number of livestock of farm animals with indication of their owners-pasture users, individuals and (or) legal entities;

- data on the number of herds, flocks, herds, formed by species and sex and age groups of farm animals;

- information on the formation of the livestock of farm animals for grazing on distant pastures;
- features of grazing of farm animals on cultivated and arid pastures;
- information about easements for driving cattle;
- other data provided by government agencies, individuals and (or) legal entities.

## 1. BELKARAGAI PILOT SITE

**Site diagram:**



The territory of Belkaragai rural area is located close to the borders of the Katon-Karagai SNNP. In recent years, the areas provided for grazing of livestock has increased more than 2 times. In the future, this indicator will continue to grow in parallel with the growth of livestock in the populated areas. At the same time, the annual provision of the same cage for grazing of livestock can lead to a decrease in pasture productivity. The proposed pilot measures will demonstrate a radical solution to the problems of grazing use by integrating the existing capabilities of the rural area and SNNP.

**Land area and livestock number:** There are 13 rural areas and 51 rural settlements in Katon-Karagai district.

Description	Area, ha
Total area of the district, of which:	1 319 075
Grasslands	679,208
Irrigated lands	679,208
By land categories:	
Agricultural lands	309,891
Lands of settlements	46 431
Industrial, transport, communication, space activities, defence, national security and other non-agricultural lands.	1 657
Forestry fund lands	87 780
Water fund lands	17 464
lands of special protected natural areas	643,513
reserve lands	217 777,8
Number of livestock in the area	Animal unit
- Cattle	44 765
- Ruminants	86 493
- Horses	28 071
- Marals	4469
- Birds	58 809
Total	

The district has 13 veterinary stations, 5 places for livestock washing, 1 artificial insemination station and 28 animal burial grounds.

There are only 209,884 ha of grazing areas in the Katon-Karagai district for providing livestock animals. The settlement has 35,753 ha of pastures and reserve lands has 152 200,05 ha of grazing areas. In some rural areas, due to the increase in the number of livestock in private farmsteads, there is a shortage of 15,310 ha of grazing areas.

Pasture users are primarily farmers, other agricultural establishments and the rural mayor's office. Pastures located on agricultural lands are managed according to the District Pasture Management Plan. Pastures located on the SNNP lands are managed according to the materials of the current forest management.

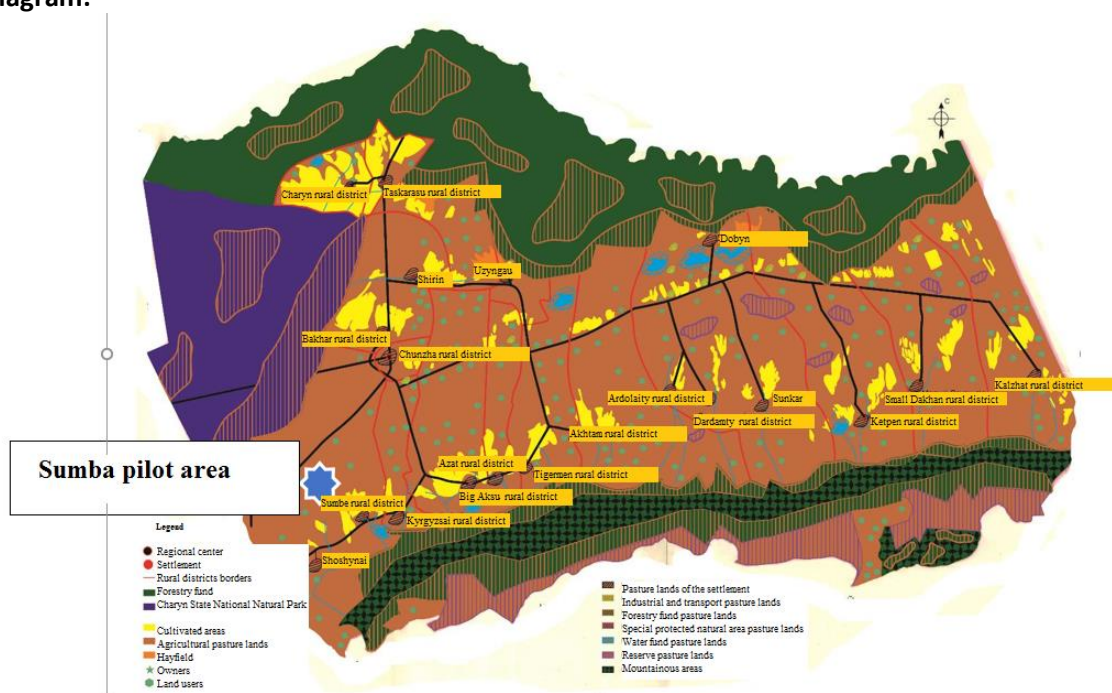
Restoring the season grazing system of animal husbandry with bringing the local livestock to mountain pastures in the zone of limited economic activity of the SNNP will improve the management of pastures on an area of more than 10,000 ha.

A Pasture Management Plan for the rural area has not been developed. The Pasture Management Plan for the Katon-Karagai District for 2018-2019 developed and approved by the local representative body has informative and illustrative purposes, and this year it loses its legal force due to the expiration of its validity. At present, there is no Complex Pasture Management Plan for the area, agreed with the owners of different categories of pastures (land, water, forestry fund and reserve).

## 2. SUMBA PILOT AREA

**Location:** Almaty region, Uigur district, Sumba rural area.

**Site diagram:**



**Lay of the land:** The pilot area is located in Sumba rural area of Uygur district of Almaty region, located 270 km of Almaty. Population of Sumba rural area: 3,890 people, including 2,023 men and 1,867 women. The settlement has neither horticulture nor animal husbandry due to the unavailability, or rather lack, of both drinking water and process water. Despite this, there is still a certain amount of livestock in place. Due to the climatic conditions, for historical reasons all the cattle have gone to mountain pastures and Zhailau in the summertime. In this rural area, there is no problem with the free range animal husbandry, the problem is in the 18 km long road that leads to Zhailau.

By autumn, livestock farmers will be returning to the Kara Dala grazing area adjacent to the Charyn State National Natural Park. This area has a water supply construction system for irrigation of pastures, put into operation in the 70s of the last century. At present, some of the main pipes of this system are decayed, valves and cranes are dismantled or completely unsuitable for use. This system passes through the territory of Sumba rural area, National Park, as well as through the reserve lands of the area. At the moment, a part of this system is working, but there is a lack of stress and pressure. Previously, there were 10 soak wells for livestock watering, only 2 of which are now used with very little water flow, the rest are not suitable for use.

The Sumba rural area has 1,117 ha of irrigated land, only 30% of which is used due to lack of water. The local residents make only one mowing from their hayfields, as there is no water for irrigation for the next mowing. Lack of water severely limits the ability of local people to make enough hay for the winter and they only keep a certain amount of livestock. For this reason, in years with heavy snow cover (2010, etc.) there has been a massive loss of livestock due to lack of feed. Lack of water also severely limits the local population as they are not engaged in melon cultivation or horticulture. Accordingly, they cannot receive additional income from their farm households.

The destroyed water supply construction system in the Kara Dala massif needs complete reconstruction. Restoring the water supply construction system will make it possible to fill up with water and introduce 24,000 ha of pastures into pasture rotation using the reserve lands, and consequently to solve the severe issue of water supply for farmers of Sumba rural area on the pasturing area and the growing number of gazelles in the territory of the Charyn State National Natural Park on the area of 15,000 ha.

**Land area and livestock number.** The Uyгур district has 14 rural areas and 25 settlements.

Description	Area, ha
Total area of the district, of which:	875,752
Grasslands	490,742
Irrigated lands	21 430
By land categories:	
Agricultural lands	182,013
Land of settlements	46 200
Industrial, transport, communication, space activities, defence, national security and other non-agricultural lands.	8368
Forestry fund lands	268 245 ha
Water fund lands	4558
lands of special protected natural areas	103928
reserve lands	262440
Livestock number in Sumba rural area	
- Cattle	4476
- Ruminants	23390
- Horses	1847
- Birds	1876
Total:	31589



Among them, agricultural establishments (peasant households, LLPs): Cattle - 825 LSU; Ruminants - 5850 LSU; Horses - 238 LSU. Livestock number in private farmsteads: Cattle - 3651 LSU; Ruminants - 17540 LSU; Horses - 1609 LSU; Birds - 1876 PCs.

The area of pastures of Sumba rural area is more than 90,000 ha.

Pastures located on agricultural lands are managed according to the Pasture Management Plan for the Uygur District. A Pasture Management Plan for the rural area has not been developed. The Pasture Management Plan for the Uygur District for 2018-2019 developed and approved by the local representative body has informative and illustrative purposes, and this year it loses its legal force due to the expiration of its validity.

#### **Expected results:**

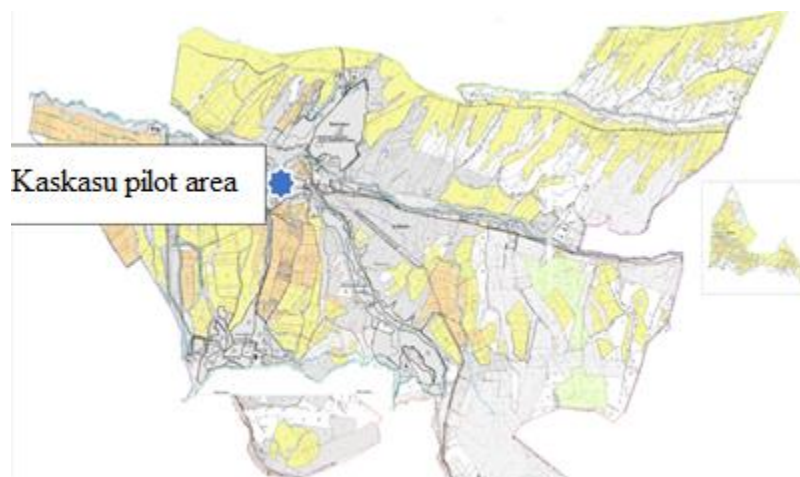
Pastures on the territory of the SNNP are sufficient for wild animals, but there are not enough water sources for watering. In search of water, gazelles often go outside the national park, where they are shot by poachers. According to the employees of the national park, if to install an affordable plastic pipe 10 km deep into the Temirlik site from the water supply construction system, it will allow to put 15,000 ha of pastures into rotation and completely solve the issue of gazelles watering.

Restoring the water supply construction system will allow to solve the issue of pastures in a comprehensive way, including wild animals of the Charyn National Park, and solve the issue of water supply of an entire village. The pasture management plan will help address these issues in a comprehensive manner.

### **3. KASKASU PILOT AREA**

Location: Turkestan region, Tolebi district, Kaskasu rural area, Kaskasu village

#### **Site diagram:**



**Lay of the land:** The territory of the Kaskasu rural area is closely adjacent to the borders of the territory of the Sairam-Ugam SNNP. The total area of the SNNP is 149037 ha, 27471 ha of which is covered by forest. In terms of functional value, the following conditions have been established on the territory of the SNNP: reserve status - 55589 ha, environmental stabilization zone -13125 ha, tourist and recreational activity zone - 19710 ha and limited economic activity zone - 60628 ha. The pasture condition in the territory of the SNNP is satisfactory with a dry mass yield of 5-9 c/ha.

There is no separate Management Plan for pasture resources of the Sairam-Ugam SNNP. The SNNP Management Plan has a short section on pastures, which mainly provides statistical data on the area of pasture lands and the pasture ticket-based areas used, up to 28,000 ha.

At the meeting, employees of the Tolebi branch of the Sairam-Ugam SNNP noted that in recent years, the area provided for livestock grazing has increased more than 2 times. In the future, this indicator will



continue to grow in parallel with the growth of livestock in the populated areas. At the same time, the annual provision of the same cage for grazing of livestock can lead to a decrease in pasture productivity. The rural district has developed a Pasture Management and Use Plan for 2018-2019, whereby for the current 1926 horses, 2037 of cattle and 8893 sheep and goats, 55 862 hectares of pasture are required. In fact, all of this livestock is grazing on the area of 5,325 hectares, which is more than 10 times higher than the maximum permitted level of grazing pressure established by the Ministry of Agriculture of the Republic of Kazakhstan. For this reason, the rural pastures of the Kaskasu rural area are highly degraded and have a very low productivity of 0.3-0.5 c/ha of dry mass due to overgrazing. In the summertime, animals create a serious threat of damaging the crops of grain, vegetable and forage crops as well as the forestland of the Sairam Ugam SNNP adjacent to the rural area.

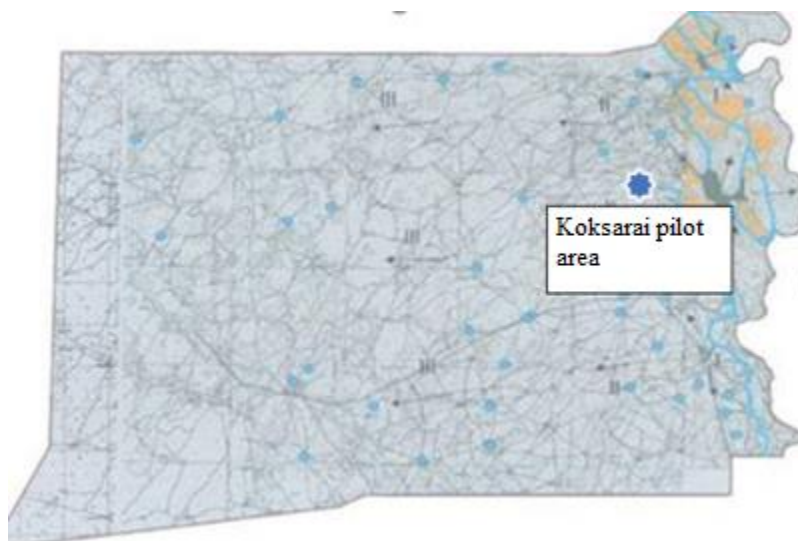
**Land area and livestock number:** The Kaskasu rural area includes the settlements of Kaskasu, Kenesaryk, Verkhne-Kaskasu, and Keregetas. The total population of the area is 5,398 people, including 2,558 men and 2,840 women. The total area is 10147 ha, including: pastures of the settlement - 2562 ha, agricultural lands - 5352 ha, plowlands - 3669 ha, irrigated lands - 761 ha, perennial plantings - 119 ha, hayfields - 101 ha, pasture lands - 1463 ha, Total pasture land - 5325 ha.

**Expected results:** Restoring the season grazing system of animal husbandry with bringing the local livestock to mountain pastures in the zone of limited economic activity of the Sairam Ugam SNNP will improve the management of pastures on the area of more than 5,000 ha. The proposed pilot measures will demonstrate a radical solution to the problems of grazing use by integrating the existing capabilities of the rural area and SNNP.

#### 4. KOKSARAI PILOT AREA

**Location:** Turkestan region, Koksarai rural area, Koksarai village

**Site diagram:**



**Lay of the land:** The Koksarai rural area includes the settlements of Koksarai, Zhankel, Shengeldy, Yzakol. The total population of the area is 5,526 people, including 2,746 men and 2,780 women. The total area of is 469718 ha, including: agricultural lands - 189342 ha, pasture lands - 184563, irrigated lands - 4589 ha, hayfield - 190 ha.

The rural pastures of the Koksarai rural area are highly degraded. This situation is caused by the fact that every day in the morning all the cattle of the private farmstead of the rural residents are sent out to the rural pastures, and in the evening they are brought back to the village. As a result, a deserted area with a

dry mass productivity of 0.2-0.4 t/ha has developed around the village within a radius of 7-8 km, overgrown with ungrazed poisonous plants of harmel and others.



Cases of livestock and people suffering from dangerous and communicable diseases, bites from mites and other dangerous pests have increased. In the summertime, they create an intolerable smell, and combined with excessively high temperatures (40 degrees or more) they represent an even greater threat to the health of the rural population. The irrigated land is saline, the irrigation channels are overgrown with reeds, and irrigation water does not reach the fields. Most of the pastures are located away from the settlement and on reserve lands. Remote areas of pastures are inaccessible due to the destruction of the pasture infrastructure, especially wells. At the meeting, local communities have expressed their hope that this problem will find its immediate solution.

**Land area and livestock number.** The rural district has 184,563 ha of pasture land, only one-third of which is used. Based on this, we believe that with a reasonable organization of the grazing use system, it is quite possible to solve the issues expressed by local residents.

There are 706 camels, 1706 horses, 4661 of cattle and 31253 sheep and goats in Koksarai rural area. According to the standards, 139248 ha of pasture are needed for grazing.

**Expected results:** Approaches to organizing livestock grazing on distant pastures to reduce land degradation around the settlement will be demonstrated. Living conditions will also be created for livestock farmers.

## ANNEX 4

<p>United Nations Development Programme</p>  <p><i>Empowered lives. Resilient nations.</i></p> <p><b>Contract for Goods and/or Services Between the United Nations Development Programme and [insert name of the Contractor]</b></p>	<p>Программа развития Объединённых Наций</p>  <p><i>Empowered lives. Resilient nations.</i></p> <p><b>Договор на закупку Товаров и / или оказание услуг между Программой Развития Организации Объединённых Наций и [Название Подрядчика]</b></p>
1. Country Where Goods Will be Delivered and/or Services Will be Provided:	1. Страна, в которой будут поставляться Товары и / или предоставляться Услуги
2. UNDP: <input type="checkbox"/> Request for Quotation <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Invitation to Bid <input type="checkbox"/> direct contracting  Number and Date:	2. ПРООН: <input type="checkbox"/> запрос цен <input type="checkbox"/> запрос предложения <input type="checkbox"/> Приглашение на участие в тендере <input type="checkbox"/> заключение договора без конкурсного отбора  Номер и дата:
3. Contract Reference (e.g. Contract Award Number):	3. Ссылка на номер Договора (напр. Номер присуждения договора):
4. Long Term Agreement: [Yes] [No] [indicate as appropriate]	4. Долгосрочное соглашение: [Да] [Нет] [указать нужное]
5. Subject Matter of the Contract: <input type="checkbox"/> goods <input type="checkbox"/> services <input type="checkbox"/> goods and services	5. Предмет Договора: <input type="checkbox"/> товары <input type="checkbox"/> услуги <input type="checkbox"/> товары и услуги
6. Type of Services:	6. Тип услуг:
7. Contract Starting Date:	7. Дата начала Договора:
8. Contract Ending Date:	8. Дата окончания Договора:
9. Total Contract Amount: [insert currency and amount in figures and words]  9a. Advance Payment: [insert currency and amount in figures and words or indicate "not applicable"]	9. Общая сумма Договора: [указать валюту и сумму цифрами и прописью]  9a. Предоплата: [указать валюту и сумму цифрами и прописью или отметить «не применяется»]
10. Total Value of Goods and/or Services: <input type="checkbox"/> below US\$50,000 (Services only) – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply	10. Общая стоимость Товаров и / или Услуг:

<input type="checkbox"/> below US\$50,000 (Goods or Goods and Services) – UNDP General Terms and Conditions for Contracts apply <input type="checkbox"/> equal to or above US\$50,000 (Goods and/or Services) – UNDP General Terms and Conditions for Contracts apply	<input type="checkbox"/> Меньше 50.000 долл. США (только Услуги) - применяются Общие условия ПРООН для базовых (незначительных) договоров <input type="checkbox"/> Меньше 50.000 долл. США (Товары или Товары и Услуги) - применяются Общие условия для договоров ПРООН <input type="checkbox"/> 50 000 долл. США или больше (товары и / или услуги) - применяются Общие условия для договоров ПРООН
11. Payment Method: <input type="checkbox"/> fixed price <input type="checkbox"/> cost reimbursement	11. Способ оплаты: <input type="checkbox"/> фиксированная цена <input type="checkbox"/> возмещение расходов
12. Contractor's Name: Address: Country of incorporation: Website:	Название (имя) Подрядчика: Адрес: Страна регистрации: Веб-страница:
13. Contractor's Contact Person's Name: Title: Address: Telephone number: Fax: Email:	Контактное лицо Подрядчика: Должность: Адрес: Телефон: Факс: Электронная почта
14. UNDP Contact Person's Name: Title: Address: Telephone number: Fax: Email:	Контактное лицо ПРООН: Должность: Адрес: Телефон: Факс: Электронная почта:
15. Contractor's Bank Account to which payments will be transferred: Beneficiary: Account name: Account number: Bank name: Bank address: Bank SWIFT Code: Bank Code: Routing instructions for payments:	15. Банковский счет Подрядчика, на который будут осуществляться платежи: Получатель: Название счета: Номер счета: Название банка: Адрес банка: SWIFT-код: Код банка: Инструкции по назначению платежей:
This Contract consists of the following documents, which in case of conflict shall take precedence over one another in the following order:	Настоящий Договор состоит из следующих документов, которые, в случае возникновения несоответствия, имеют преимущество друг перед другом в следующем порядке:

<p>This face sheet ("Face Sheet").</p> <p>2. UNDP Special Conditions [delete if not applicable].</p> <p>3. [UNDP General Terms and Conditions for Contracts] [UNDP General Terms and Conditions for Institutional (de minimis) Contracts] [delete if not applicable and remove square brackets].</p> <p>4. Terms of Reference (TORs) and Schedule of Payments, incorporating the description of services, deliverables and performance targets, time frames, schedule of payments, and total contract amount [delete if not applicable].</p> <p>5. Technical Specifications for Goods [delete if not applicable].</p> <p>6. The Contractor's Technical Proposal and Financial Proposal, dated [insert date], as clarified by the agreed minutes of the negotiations meeting, dated [insert date]; these documents not attached hereto but known to and in the possession of the Parties, and forming an integral part of this Contract.</p> <p>7. Discount Prices [to be used in cases where the Contractor is engaged on the basis of an LTA; delete if not applicable].</p> <p>All the above, hereby incorporated by reference, shall form the entire agreement between the Parties (the "Contract"), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.</p> <p>This Contract shall enter into force on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties and terminate on the Contract Ending Date indicated</p>	<p>1. Данная титульная страница («Титульная страница»).</p> <p>2. Специальные условия ПРООН [удалить, если не применяется].</p> <p>3. [Общие условия ПРООН для договоров] [Общие условия ПРООН для базовых (незначительных) договоров] [удалить, если не применяется, и удалить квадратные скобки].</p> <p>4. Техническое задание (ТЗ) и График платежей, которые включают описание услуг, предмет поставки и задачи по выполнению, плановые показатели, сроки поставки, график осуществления платежей и общую сумму договора [удалить, если не применяется].</p> <p>5. Техническая спецификация Товаров [удалить, если не применяется].</p> <p>6. Техническое и Финансовое предложение Подрядчика от [указать дату], с разъяснениями и уточнениями согласно утвержденному протоколу переговоров от [указать дату]; эти документы не прилагаются, но известны сторонам и находятся в их распоряжении, а также являются неотъемлемой частью настоящего Договора.</p> <p>7. Цены со скидкой [применяются в тех случаях, когда Подрядчик привлекается к сотрудничеству на основе долгосрочного соглашения; удалить, если не применяется].</p> <p>Все вышеперечисленное, включая все, на что ссылается этот документ, являет собой полный объем договоренностей («Договор») между Сторонами, при этом все предыдущие переговоры и/или договоренности, имеющие отношение к предмету настоящего Договора, теряют силу независимо от того, выполнены они в устной или в письменной форме.</p> <p>Настоящий Договор вступает в силу со дня проставления надлежащим образом уполномоченными представителями Сторон последней подписи на Титульной странице и прекращает свое действие в дату завершения Договора, указанную на Титульной странице.</p> <p>Внесение изменений и / или дополнений к</p>
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<p>on the Face Sheet. This Contract may be amended only by written agreement between the duly authorized representatives of the Parties.</p> <p>IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place and on the day set forth below.</p> <p>This Contract and its General Terms and conditions are drawn up in English and Russian and consist of two original copies. In the event of any ambiguity or conflict between the English and Russian language versions, the English version shall prevail.</p>	<p>настоящему Договору возможно лишь в случае оформления письменного соглашения надлежащим образом уполномоченными представителями Сторон.</p> <p>Настоящим удостоверяется, что должным образом уполномоченные на это представители Сторон подписали настоящий Договор от имени Сторон в месте и в день, указанные ниже.</p> <p>Данный Договор и Общие условия к нему составлены на английском и русском языках и состоят из двух оригинальных экземпляров. В случае любой двусмысленности или конфликта между английской и русской версией языка, версия на английском языке имеет преимущественную силу.</p>
<p><b>For the Contractor:</b></p> <p>Signature:</p> <p>Name:</p> <p>Title:</p> <p>Date:</p>	<p><b>От имени Подрядчика</b></p> <p>Подпись:</p> <p>Имя:</p> <p>Должность:</p> <p>Дата:</p>
<p><b>For UNDP:</b></p> <p>Signature:</p> <p>Name:</p> <p>Title:</p> <p>Date:</p>	<p>От имени ПРООН:</p> <p>Подпись:</p> <p>Имя:</p> <p>Должность:</p> <p>Дата:</p>

<p>United Nations Development Programme</p>  <p><i>Empowered lives. Resilient nations.</i></p> <p><b>GENERAL TERMS AND CONDITIONS FOR CONTRACTS</b></p>	<p>Программа развития Объединённых Наций</p>  <p><i>Empowered lives. Resilient nations.</i></p> <p><b>ОБЩИЕ УСЛОВИЯ ДЛЯ ДОГОВОРОВ</b></p>
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<p>This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter "UNDP"), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the "Contractor"), on the other hand.</p> <p>1. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a "Party" or, collectively, "Parties" hereunder, and:</p> <p>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.</p> <p>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.</p> <p>2. OBLIGATIONS OF THE CONTRACTOR:</p> <p>2.1 The Contractor shall deliver the goods described in the Technical Specifications for Goods</p>	<p>Настоящий Договор заключен между Программой Развития Организации Объединенных Наций, дочерним органом Организации Объединенных Наций, основанной Генеральной ассамблеей Организации Объединенных Наций (далее - «ПРООН»), с одной стороны, и компанией / предприятием или организацией, указанной на Титульной странице настоящего Договора (далее - «Подрядчик»), с другой стороны.</p> <p>1. ПРАВОВОЙ СТАТУС СТОРОН: ПРООН и Подрядчик далее именуются как «Сторона» или совместно «Стороны» по настоящему Договору, и:</p> <p>1.1 В соответствии, среди прочего, с Уставом Организации Объединенных Наций и Конвенции о Привилегиях и Иммунитетах Организации Объединенных Наций, Организация Объединенных Наций, включая ее дочерние органы, имеет полную правосубъектность и пользуется такими привилегиями и иммунитетами, которые необходимы для независимой реализации ее целей.</p> <p>1.2 Подрядчик должен иметь правовой статус независимого подрядчика по отношению к ПРООН и ничто из того, что изложено в договоре или имеет к нему отношение, не может рассматриваться как установление или создание между Сторонами взаимоотношений на уровне работодателя и работника или принципала и агента. Должностные лица, представители, сотрудники или субподрядчики каждой из Сторон не должны во всех отношениях считаться сотрудниками или агентами другой стороны, при этом каждая Сторона будет нести ответственность самостоятельно за все претензии, вытекающие из или в связи с наймом таких физических или юридических лиц.</p> <p>2. ОБЯЗАННОСТИ ПОДРЯДЧИКА:</p> <p>2.1 Подрядчик должен предоставить товары, указанные в Технической спецификации на Товары (далее - «Товары»), и / или</p>
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<p>(hereinafter the "Goods") and/or perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the "Services"), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory delivery of the Goods and/or performance of the Services.</p> <p>2.2 To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.</p> <p>2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.</p> <p>2.4 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.</p> <p>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:</p> <p>3.1 UNDP does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.</p>	<p>предоставить услуги, указанные в Техническом задании и Графике платежей (далее - «Услуги»), с должной ответственностью и эффективностью, а также в соответствии с настоящим Договором. Подрядчик также должен предоставить всю техническую и административную поддержку, которая необходима для обеспечения своевременного и удовлетворительного предоставления Товаров и / или Услуг.</p> <p>2.2 В тех случаях, когда Договор предусматривает покупку Товаров, Подрядчик предоставляет ПРООН письменное доказательство доставки Товаров. Такое доказательство доставки должно как минимум включать счет, сертификат / свидетельство соответствия, а также другие товаросопроводительные документы, которые будут указаны в Технической спецификации на Товары.</p> <p>2.3 Подрядчик подтверждает и гарантирует достоверность всей информации или данных, которые он предоставляет ПРООН для целей заключения настоящего Договора, а также качество исходных результатов и отчетов, предусмотренных настоящим Договором, с соблюдением самых высоких отраслевых и профессиональных стандартов.</p> <p>2.4 Все сроки, указанные в настоящем Договоре, обязательны для осуществления поставки Товаров и / или оказания услуг.</p> <p>3. ДОЛГОСРОЧНОЕ СОГЛАШЕНИЕ: Если ПРООН привлекает Подрядчика на основе долгосрочного соглашения («ДС»), которая указана на Титульной странице настоящего Договора, следующие условия должны быть применены:</p> <p>3.1 ПРООН не гарантирует количество Товаров и / или Услуг, которое будет заказано в течение срока действия ДС.</p> <p>3.2 Любое структурное подразделение ПРООН, включая, среди прочего, подразделение Штаб-квартиры,</p>
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<p>3.2 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Goods and/or Services from the Contractor hereunder.</p> <p>3.3 The Contractor shall provide the Services and/or deliver the Goods, as and when requested by UNDP and reflected in a Purchase Order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a Purchase Order is issued.</p> <p>3.4 The Goods and/or Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.</p> <p>3.5 In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.</p> <p>3.6 The Contractor shall report semi-annually to UNDP on the Goods delivered and/or Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a Purchase Order for the Goods and/or Services during the reporting period.</p> <p>3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.</p>	<p>Представительство страны или Региональный центр, а также любая организация структуры ООН, может заказывать Товары и / или Услуги у Подрядчика по этому Договору.</p> <p>3.3 Подрядчик обязуется предоставить Услуги и / или поставить Товары на условиях и в сроки, которые определены ПРООН и указаны в Заказе на покупку, регулируемый положениями и условиями настоящего Договора. Во избежание сомнений, ПРООН не имеет никаких правовых обязательств по отношению к Подрядчику до факта и момента выпуска Заказа на покупку.</p> <p>3.4 Товары и/или услуги должны предоставляться по ценам со скидками, которые прилагаются к настоящему Договору. Цены будут оставаться действительными в течение 3 лет от начальной даты, указанной на Титульной странице настоящего Договора.</p> <p>3.5 В случае любых выгодных технических изменений и / или снижения цен на товары и / или услуги в течение действия соглашения о предоставлении услуг, Подрядчик должен немедленно сообщить ПРООН об этом. ПРООН, в свою очередь, оценивает влияние любого такого события и может направить запрос на внесение изменений в соглашение о предоставлении услуг.</p> <p>3.6 Подрядчик должен каждые полгода направлять ПРООН отчет о поставленных товарах и / или предоставленных услугах, если иное не предусмотрено Договором. Все отчеты должны направляться Контактному лицу ПРООН, которое указано на Титульной странице настоящего Договора, а также в структурное подразделение ПРООН - заказчика товаров и / или услуг в отчетном периоде.</p> <p>3.7 Долгосрочное соглашение действует в течение максимум 2 лет и может быть продлено ПРООН еще на один год по взаимному согласию Сторон.</p> <p>4. ЦЕНА И ОПЛАТА:</p>
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<p>4. PRICE AND PAYMENT:</p> <p>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.</p> <p>4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.</p> <p>4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:</p> <p>4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.</p> <p>4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or provision of the Services.</p> <p>4.2 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.</p>	<p>4.1 ФИКСИРОВАННАЯ ЦЕНА: Если в качестве способа оплаты выбрана Фиксированная цена, в соответствии с Титульной страницей этого Договора, ПРООН должна уплатить Подрядчику фиксированную сумму, указанную на Титульной странице настоящего Договора, за выполненную и полную поставку Товаров и / или предоставление Услуг.</p> <p>4.1.1 Указанная на Титульной странице настоящего Договора сумма не подлежит корректировкам или пересмотру в связи с изменением цен, валютными колебаниями или в связи с фактическими расходами, которые Подрядчик понес при выполнении Договора.</p> <p>4.1.2 ПРООН осуществляет платежи Подрядчику в суммах и согласно графика платежей, который предусмотрен Техническим заданием и Графиком платежей, после завершения Подрядчиком соответствующей поставки и после принятия ПРООН оригиналов счетов, предоставленных Подрядчиком Контактному лицу ПРООН, указанному на Титульной странице настоящего Договора, вместе со всей сопроводительной документацией, которую может потребовать ПРООН.</p> <p>4.1.3 В счетах должны указываться поставленные единицы с соответствующими суммами к оплате.</p> <p>4.1.4 Платежи, совершенные ПРООН Подрядчику, не освобождают Подрядчика от его обязательств по настоящему Договору и не должны считаться принятием ПРООН товаров и / или услуг, поставленных / предоставленных Подрядчиком.</p> <p>4.2 ВОЗМЕЩЕНИЕ РАСХОДОВ: Если Возмещение расходов выбрано способом оплаты согласно Титульной страницы этого Договора, за выполненную и полную поставку товаров и / или предоставление услуг ПРООН должна уплатить Подрядчику сумму, не превышающую общую сумму, указанную на Титульной странице настоящего Договора.</p>
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<p>4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the delivery of the Goods and/or the provision of the Services.</p> <p>4.2.2 The Contractor shall not provide the Services and/or deliver the Goods or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.</p> <p>4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Goods delivered in accordance with the Technical Specifications for Goods and/or the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.</p> <p>4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or</p>	<p>4.2.1 Указанная сумма является максимальной общей суммой возмещения расходов по настоящему Договору. Детализация затрат, изложенная в Финансовой части Титульной страницы настоящего Договора, должна указывать максимальный размер каждой категории расходов, подлежащих возмещению по настоящему Договору. Подрядчик в своих счетах или финансовых отчетах (по запросу ПРООН) должен указать сумму фактических расходов к возмещению, которые он понес при поставке товаров и / или предоставлении услуг.</p> <p>4.2.2 Подрядчик не может оказывать услуги и / или поставлять товары или оборудование, материалы и другие товарно-материальные ценности (ТМЦ), которые могут привести к возникновению расходов, размер которых превышает сумму, указанную на лицевой странице этого договора, или максимальный размер каждой категории расходов, указанный в детализации расходов в Финансовом предложении без предварительного письменного согласования Контактным лицом ПРООН.</p> <p>4.2.3 Подрядчик должен предоставить оригиналы счетов или финансовые отчеты (по запросу ПРООН) по товарам, поставленным в соответствии с Техническим заданием на Товары и/или Услуги и Графиком платежей. В таких счетах должны указываться поставленные единицы с соответствующими суммами к оплате. Они должны быть предоставлены Контактному лицу ПРООН вместе с сопроводительной документацией и актуальной стоимостью, которую может потребовать ПРООН.</p> <p>4.2.4 ПРООН осуществляет платежи Подрядчику после завершения Подрядчиком поставки соответствующей единицы (единиц) поставки согласно оригиналов счетов или финансовых отчетов (по запросу ПРООН) и</p>
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<p>financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.</p> <p>4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or performance of the Services.</p> <p>5. ADVANCE PAYMENT:</p> <p>5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.</p> <p>5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.</p> <p>6. SUBMISSION OF INVOICES AND REPORTS:</p> <p>6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.</p> <p>6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.</p>	<p>после принятия ПРООН оригиналов счетов или финансовых отчетов. Такие платежи являются предметом любых особых условий возмещения, согласно детализации расходов в Финансовом предложении.</p> <p>4.2.5 Платежи, совершенные ПРООН Подрядчику, не освобождают Подрядчика от его обязательств по настоящему Договору и не должны считаться принятием ПРООН товаров и / или услуг, поставленных / предоставленных Подрядчиком.</p> <p>5. ПРЕДОПЛАТА:</p> <p>5.1 Если на Титульной странице настоящего Договора указана предоплата (авансовый платеж), Подрядчик должен предоставить оригинальный счет на сумму такого авансового платежа после подписания настоящего Договора Сторонами.</p> <p>5.2 Если авансовый платеж составляет 20 или более процентов общей стоимости договора, или составляет 30 тыс. долл. США или более, и должен быть осуществлен ПРООН после подписания Договора Сторонами, условием для осуществления такого платежа будет получение и прием ПРООН банковской гарантии или подтвержденного банком чека на полную сумму авансового платежа, которые действительны в течение всего периода действия договора и оформлены по форме, приемлемой для ПРООН.</p> <p>6. ПРЕДОСТАВЛЕНИЕ СЧЕТОВ И ОТЧЕТОВ:</p> <p>6.1 Все оригиналы счетов, финансовые и другие отчеты и сопроводительные документы, которые необходимы в соответствии с настоящим Договором, должны быть отправлены Подрядчиком почтой Контактному лицу ПРООН. По запросу Подрядчика и в случае согласия ПРООН счета и финансовые отчеты могут направляться ПРООН по факсу или электронной почте.</p> <p>6.2 Все отчеты и счета Подрядчик должен направлять Контактному лицу ПРООН, указанному на Титульной странице настоящего Договора.</p>
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<p><b>7. TIME AND MANNER OF PAYMENT:</b></p> <p>7.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.</p> <p>7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report.</p> <p><b>8. RESPONSIBILITY FOR EMPLOYEES:</b> To the extent that the Contract involves the provision of the Services to UNDP by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:</p> <p>8.1 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.</p> <p>8.2 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.</p> <p>8.3 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.</p>	<p><b>7. СРОК И СПОСОБ ОПЛАТЫ:</b></p> <p>7.1 Счета должны быть оплачены в течение 30 (тридцати) дней с момента их принятия ПРООН. ПРООН обязана делать все возможное для принятия оригинала счета или для информирования Подрядчика о его неприятии в течение обоснованного периода времени после получения такого счета.</p> <p>7.2 Если предоставляются услуги, то, в дополнение к счету, Подрядчик должен предоставить ПРООН отчет, в котором подробно описываются Услуги, которые предоставлялись по Договору в течение периода времени, охваченного каждым отчетом.</p> <p><b>8. ОТВЕТСТВЕННОСТЬ ЗА СОТРУДНИКОВ:</b> В тех случаях, когда Договор предусматривает предоставление ПРООН услуг должностными лицами, сотрудниками, агентами, служащими, субподрядчиками и другими представителями Подрядчика (вместе - «персонал Подрядчика»), применяются следующие положения:</p> <p>8.1 Подрядчик отвечает и принимает на себя все риски и ответственность, связанные с его персоналом и имуществом.</p> <p>8.2 Подрядчик отвечает за профессиональную и техническую компетентность своего персонала, которому он поручает выполнять работы по Договору, и будет выбирать надежных и компетентных лиц, способных эффективно выполнять обязательства по Договору и которые при выполнении таких обязательств придерживаются местного законодательства и правил и отвечают высоким стандартам морально-этического поведения.</p> <p>8.3 Такой персонал Подрядчика должен быть квалифицированным с профессиональной точки зрения и, в случае необходимости работы с должностными лицами или персоналом ПРООН, должен быть способен делать это эффективно. Квалификация любого персонала, которому Подрядчик может</p>
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<p>8.4 At the option of and in the sole discretion of UNDP:</p> <p>8.4.1 the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by UNDP prior to such personnel's performing any obligations under the Contract;</p> <p>8.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel's performing any obligations under the Contract; and,</p> <p>8.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP may reasonably refuse to accept any such personnel.</p> <p>8.5 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:</p> <p>8.5.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.</p> <p>8.5.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.</p> <p>8.5.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as</p>	<p>поручить или предложить выполнения каких-либо обязательств по Договору, должна быть не хуже, или лучше, чем квалификация любого персонала, предложенного Подрядчиком с самого начала.</p> <p>8.4 На выбор и на исключительное усмотрение ПРООН:</p> <p>8.4.1 ПРООН имеет право проверять квалификацию персонала, предложенного Подрядчиком (напр., Резюме), до начала выполнения таким персоналом любых обязательств по Договору;</p> <p>8.4.2 квалифицированный персонал или должностные лица ПРООН вправе проводить собеседования с любым сотрудником, предложенным Подрядчиком для выполнения обязательств по Договору, до начала выполнения таким персоналом любых обязательств по Договору; и</p> <p>8.4.3 в случаях, когда в соответствии со статьей 8.4.1 или 8.4.2 выше ПРООН проверила квалификацию такого персонала Подрядчика, ПРООН вправе обоснованно отклонить любого сотрудника.</p> <p>8.5 Требования, приведенные в Договоре о количестве или квалификации персонала Подрядчика, могут меняться в ходе выполнения Договора. Любые такие изменения должны вноситься только после письменного уведомления о предложенных изменениях и после письменного согласования Сторонами таких изменений, при этом применяются следующие положения:</p> <p>8.5.1 ПРООН имеет право в любое время запросить в письменном виде замену любого из сотрудников Подрядчика, а Подрядчик в таком случае не должен необоснованно отклонять такую просьбу.</p> <p>8.5.2 Никто из персонала Подрядчика, которому поручено исполнять обязанности по Договору, не может быть отозван или заменен без предварительного письменного согласия ПРООН, при этом ПРООН не может</p>
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<p>quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.</p> <p>8.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.</p> <p>8.5.5 Any request by UNDP for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.</p> <p>8.5.6 If a request for the withdrawal or replacement of the Contractor's personnel is not based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.</p> <p>8.6 Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.</p> <p>8.7 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:</p> <p>8.7.1 undergo or comply with security screening requirements made known to the Contractor by</p>	<p>необоснованно задерживать с предоставлением такого согласия.</p> <p>8.5.3 Отзыв или замена персонала Подрядчика должна осуществляться как можно быстрее и таким образом, чтобы это не имело негативных последствий на выполнение обязательств по Договору.</p> <p>8.5.4 Все расходы, связанные с отзывом или заменой персонала Подрядчика, в любом случае несет исключительно Подрядчик.</p> <p>8.5.5 Ни одна просьба ПРООН отозвать или заменить персонал Подрядчика не должна считаться прекращением, полным или частичным, действия Договора, при этом ПРООН не несет ответственности за отозванный или замененный персонал.</p> <p>8.5.6 Если просьба отозвать или заменить персонал Подрядчика не основывается на невыполнении или невозможности выполнения Подрядчиком своих обязательств по Договору, ненадлежащем исполнении обязанностей персоналом, или на несостоятельности такого персонала корректно работать с должностными лицами и персоналом ПРООН, в таком случае, в результате такой просьбы отозвать или заменить персонал Подрядчика, Подрядчик не будет нести ответственность за любые задержки при выполнении им своих обязательств по Договору, которые, главным образом, стали результатом отзыва или замены такого персонала.</p> <p>8.6 Ничто в изложенных выше пунктах 8.3, 8.4 и 8.5 нельзя считать создающим для ПРООН любых обязательств по отношению к персоналу Подрядчика, которому поручено выполнение работ по Договору, при этом исключительную ответственность за такой персонал будет продолжать нести Подрядчик.</p> <p>8.7 Подрядчик отвечает за то, что весь персонал, которому Подрядчик поручил выполнение любых обязательств по Договору и который может иметь доступ к любым</p>
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<p>UNDP, including but not limited to, a review of any criminal history;</p> <p>8.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.</p> <p>8.8 Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.</p> <p>8.9 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.</p> <p>8.10 The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.</p>	<p>помещениям и другому имуществу ПРООН, должен:</p> <p>8.7.1 пройти проверку безопасности или отвечать требованиям такой проверки, о которых ПРООН сообщила Подрядчику, включая, среди прочего, проверку на наличие судимостей;</p> <p>8.7.2 при нахождении на территории помещений или имущества ПРООН предъявлять такие идентифицирующие документы, которые могут быть приняты и предоставлены должностным лицам службы безопасности ПРООН, при этом в случае отзыва или замены любого персонала, или при прекращении или завершении действия Договора, такой персонал должен вернуть ПРООН все такие идентифицирующие документы для их аннулирования.</p> <p>8.8 В течение 1 (одного) рабочего дня с момента получения информации о том, что правоохранительные органы обвинили кого-либо из сотрудников Подрядчика, у которого есть доступ к любым помещениям ПРООН в совершении правонарушения, кроме незначительных нарушений правил дорожного движения, Подрядчик должен в письменном виде сообщить ПРООН об известных на тот момент подробностях обвинения, а также продолжать информировать ПРООН о всех существенных изменениях в решении таких обвинений.</p> <p>8.9 Вся деятельность Подрядчика, в том числе хранения оборудования, материалов, ТМЦ и запчастей, на территории помещений или имущества ПРООН должна ограничиваться согласованными или разрешенными ПРООН участками. Персонал Подрядчика не должен заходить или находиться на территории, в помещениях или с имуществом ПРООН, а также не должен хранить или утилизировать любое свое оборудование или материалы на таких участках, без соответствующего разрешения ПРООН.</p>
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<p>8.11 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 8.10 above.</p> <p>9. ASSIGNMENT:</p> <p>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.</p> <p>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:</p> <p>9.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and,</p>	<p>8.10 Подрядчик должен (i) разработать соответствующий план безопасности и внедрить его с учетом обстановки в стране и на территории предоставления услуг; и (ii) принять на себя все риски и ответственность за безопасность и полную реализацию плана безопасности.</p> <p>8.11 ПРООН оставляет за собой право проверять наличие такого плана и предлагать изменения к нему в случае необходимости. Отсутствие соответствующего плана безопасности, требуемое этим документом, а также его невыполнение, будет считаться нарушением условий настоящего Договора. Несмотря на вышеуказанное, Подрядчик будет продолжать нести ответственность за безопасность своего персонала и имущество ПРООН, которое находится у него на хранении, в соответствии с пунктом 8.10 выше.</p> <p>9. ПЕРЕУСТУПКА ПРАВ:</p> <p>9.1 За исключением пункта 9.2 ниже, Подрядчик не может переуступать, отчуждать, передавать в залог или любым другим образом распоряжаться Договором, любой его частью, или любым правом, претензией или обязательством по Договору без предварительного письменного разрешения ПРООН. Любое такое отступление, передача, предание в залог или распоряжение Договором, любой его частью, любыми правами, претензиями или обязательствами по ним, или любая попытка такого распоряжения, не будет иметь юридической силы для ПРООН. За исключением случаев, когда это касается определенных уже согласованных субподрядчиков, Подрядчик может передавать любые свои обязательства по настоящему Договору только при условии предварительного письменного разрешения ПРООН. Любая такая передача или любая попытка такой передачи в других случаях не будет иметь юридической силы для ПРООН.</p>
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<p>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,</p> <p>9.2.3 the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; and,</p> <p>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.</p> <p>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.</p>	<p>9.2 Подрядчик вправе переуступать или иным образом передавать Договор субъекту правопреемнику, который появился в результате реорганизации предприятия Подрядчика, при условии, что:</p> <p>9.2.1 такая реорганизация не является результатом процедуры банкротства, ликвидации или других подобных процедур; и</p> <p>9.2.2 такая реорганизация возникает в результате продажи, слияния или поглощения всех или существенной части активов или прав собственности Подрядчика; и</p> <p>9.2.3 Подрядчик безотлагательно информирует ПРООН о такой уступке или передаче прав при первой возможности; и</p> <p>9.2.4 лицо-реципиент такой уступки или передачи в письменном виде соглашается соблюдать условия и положения Договора, при этом такое письменное согласие должно быть безотлагательно предоставлено ПРООН сразу после такой уступки или передачи.</p> <p>10. ПРИВЛЕЧЕНИЕ СУБПОДРЯДЧИКОВ: Если Подрядчику необходимы услуги субподрядчиков для выполнения каких-либо обязательств по Договору, Подрядчик должен получить предварительное письменное согласие ПРООН. ПРООН имеет право, по своему усмотрению, проверять квалификацию любых субподрядчиков и отклонять любого предложенного субподрядчика, которого ПРООН обоснованно считает неквалифицированным для выполнения обязательств по Договору. ПРООН вправе требовать, чтобы любой субподрядчик покинул помещение ПРООН, без предоставления каких-либо объяснений такого требования. Любое такое отклонение или любое такое требование не предоставляет Подрядчику право требовать любой отсрочки выполнения или заявлять любые оправдания невыполнения любого из его обязательств по Договору, при этом Подрядчик несет исключительную ответственность за все услуги и обязательства, которые предоставляются и</p>
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<p>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:</p> <p>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</p> <p>(including, but not limited to, in any "<a href="#">INCOTERM 2020</a>" 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.</p> <p>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</p>	<p>выполняются его субподрядчиками. Условия любого субподряда должны регулироваться и толковаться в полном соответствии со всеми положениями и условиями Договора.</p> <p>11. ПРИОБРЕТЕНИЕ ТОВАРОВ: В случае, если Договор или любая его часть предусматривает любое приобретение Товаров и если иное конкретно не указано в нем, для таких покупок по Договору применяются следующие условия:</p> <p>11.1 ДОСТАВКА ТОВАРОВ: Подрядчик должен передать или предоставить товары, а ПРООН должна получить Товары, в месте, определенном для доставки Товаров, и в срок, определенный договором для доставки Товаров. Подрядчик должен предоставить ПРООН товаросопроводительную документацию (включая, среди прочего, товарно-транспортные накладные, грузовые авианакладные, и коммерческие счета), указанную в Договоре или, в других случаях, которая обычно используется в торговле. Все руководства, инструкции, образцы и другая информация, касающаяся Товаров, должны быть выполнены на английском языке, если иное не предусмотрено договором. Если Договор не предусматривает иного (включая, среди прочего, любые «<a href="#">Инкотермс 2020</a>» или подобные коммерческие условия), то весь риск потери, повреждения или уничтожения Товаров будет нести исключительно Подрядчик до момента физической доставки Товаров ПРООН в соответствии с условиями Договора. Доставка Товаров сама по себе не считается принятием Товаров ПРООН.</p> <p>11.2 ОСМОТР (ПРОВЕРКА) ТОВАРОВ: Если Договор предусматривает, что товары подлежат осмотру (проверке) до их доставки, Подрядчик должен сообщить ПРООН, когда Товары будут готовы для осмотра (проверки) перед доставкой. Несмотря на любой осмотр (проверку) перед доставкой, ПРООН или ее компетентные инспекторы могут также проверять Товары после доставки для того,</p>
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<p>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.</p> <p>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.</p> <p>11.4 TRANSPORTATION &amp; FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, in any "<a href="#">INCOTERM 2020</a>" 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.</p>	<p>чтобы убедиться в соответствии Товаров применимым техническим требованиям или другим требованиям Договора. Все разумные возможности и поддержка, включая, среди прочего, доступ к чертежам и производственным данным, должны предоставляться ПРООН или компетентным инспекторам бесплатно. Ни проведение осмотра Товаров, ни неспособность проведения такого осмотра не освобождает Подрядчика от любой из его гарантий или от выполнения им каких-либо обязательств по Договору.</p> <p>11.3 УПАКОВКА ТОВАРОВ: Подрядчик должен упаковать Товары для доставки в соответствии с самыми высокими стандартами экспортной упаковки в соответствии с типом, количеством и способом транспортировки Товаров. Товары необходимо упаковывать и маркировать надлежащим образом в соответствии с указаниями, приведенными в Договоре, или, в других случаях, как это обычно делается в торговле, и в соответствии с любыми требованиями применимого законодательства или с требованиями перевозчиков и производителей Товаров. На упаковке должны быть указаны, в частности, номер договора или Заказ на покупку, вся идентификационная информация, предоставленная ПРООН, а также любая другая информация, которая необходима для корректного сохранения и безопасной доставки Товаров. Если иное не указано в Договоре, Подрядчик не имеет права на возврат упаковочных материалов.</p> <p>11.4 ТРАНСПОРТИРОВКА И ФРАХТ: Если Договор не предусматривает иного (включая, среди прочего, любые «<a href="#">Инкотермс 2020</a>» или подобные коммерческие условия), Подрядчик будет нести исключительную ответственность за проведение всей организационной работы по транспортировке и за оплату фрахта и страховых расходов за перевозку и доставку товаров в соответствии с требованиями Договора. Подрядчик должен обеспечить</p>
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<p>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:</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>11.5.5 The Goods are new and unused;</p> <p>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;</p> <p>11.5.7 During any period in which the Contractor's warranties are effective, upon notice</p>	<p>своевременное получение ПРООН всех необходимых транспортных документов для того, чтобы ПРООН смогла принять доставку Товаров в соответствии с требованиями Договора.</p> <p>11.5 ГАРАНТИИ: Если иное не указано в Договоре, то в дополнение к и не ограничивая действие любых других гарантий, средств защиты и прав ПРООН, которые указаны или возникают в связи с Договором, Подрядчик гарантирует и подтверждает, что:</p> <p>11.5.1 Товары, включая всю упаковку, соответствуют техническим условиям, пригодны для целей, для которых эти товары обычно используются, и для любых целей, которые четко определены в письменном виде в Договоре, однородного качества и не содержат любых конструктивных, материальных и производственных ошибок и дефектов;</p> <p>11.5.2 Если Подрядчик не является производителем Товаров, Подрядчик должен позволить ПРООН воспользоваться преимуществами гарантий всех производителей в дополнение ко всем остальным гарантиям, предоставление которых требуется согласно Договору;</p> <p>11.5.3 Качество, количество и описание Товаров соответствуют требованиям Договора, включая прибытия Товаров к месту назначения, где начинают действовать характерные для этого места условия;</p> <p>11.5.4 В отношении Товаров отсутствуют какие-либо права требования со стороны любой третьей стороны, включая претензии о нарушении каких-либо прав интеллектуальной собственности, включая, среди прочего, патенты, авторские права и коммерческие тайны;</p> <p>11.5.5 Товары являются новыми и ранее не использовались;</p> <p>11.5.6 Все гарантии остаются в силе после любой доставки Товаров и будут такими в течение как минимум 1 (одного) года с</p>
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<p>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,</p> <p>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.</p> <p>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.</p> <p>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)</p>	<p>момента принятия Товаров ПРООН в соответствии с Договором;</p> <p>11.5.7 В течение любого периода действия гарантий Подрядчика и в случае направления ПРООН сообщения о несоответствии Товаров требованиям Договора, Подрядчик должен безотлагательно и за собственные средства устранить такое несоответствие или, в случае невозможности сделать это, заменить дефектные товары на Товары такого же или более высокого качества, или за свой счет отозвать дефектные Товары и полностью возместить ПРООН всю сумму, которую ПРООН уплатила за покупку дефектных Товаров; и</p> <p>11.5.8 Подрядчик обязуется продолжать предоставлять ПРООН любые услуги, которые могут понадобиться в связи с любыми гарантиями Подрядчика согласно Договору.</p> <p>11.6 ПРИНЯТИЕ ТОВАРОВ: ПРООН ни в коем случае не обязана принимать любые товары, не соответствующие условиям или требованиям Договора. ПРООН может установить в качестве условия принятия Товаров успешное завершение приемочных испытаний, которые могут быть указаны в договоре или иным образом согласованы Сторонами в письменном виде. ПРООН ни в коем случае не должна быть обязана принять любые товары до тех пор, пока в ПРООН не будет возможности провести проверку Товаров после их доставки. Если Договором предусмотрено, что ПРООН обязана предоставить письменное подтверждение о приеме Товаров, Товары не будут считаться принятыми до тех пор, пока ПРООН фактически не предоставит такого письменного подтверждения. Ни в коем случае факт совершения платежа ПРООН не считается принятием Товаров.</p> <p>11.7 НЕПРИНЯТИЕ ТОВАРОВ: Несмотря на любые права или средства правовой защиты, доступны ПРООН по Договору, в случае, если какие-либо товары являются дефектными или</p>
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<p>days following receipt of notice from UNDP of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNDP:</p> <p>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,</p> <p>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,</p> <p>11.7.3 replace the Goods with Goods of equal or better quality; and,</p> <p>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.</p> <p>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.</p> <p>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</p>	<p>иным образом не соответствуют техническим или другим требованиям Договора, ПРООН, по своему выбору, может не принять Товары или отказаться принимать их, а Подрядчик, в течение 30 (тридцати) дней после получения от ПРООН уведомления о таком непринятии Товаров или отказе их принятия, должен, на выбор ПРООН:</p> <p>11.7.1 полностью вернуть ПРООН стоимость Товаров после их возвращения или вернуть ПРООН частичную стоимость Товаров по возвращению их части; или</p> <p>11.7.2 отремонтировать Товары таким образом, чтобы они стали соответствовать техническим или другим требованиям Договора; или</p> <p>11.7.3 заменить Товары равноценными или более высокого качества; и</p> <p>11.7.4 оплатить все расходы, связанные с ремонтами или возвратом дефектных Товаров, а также расходы на хранение любых таких дефектных Товаров и на доставку любых заменяемых Товаров в ПРООН.</p> <p>11.8 В том случае, когда ПРООН решает вернуть любой из Товаров по причинам, указанным в статье 11.7 выше, ПРООН может приобрести товары в другом месте или у другого поставщика. В дополнение к любым другим правам или средствам правовой защиты, доступных ПРООН по Договору, включая, среди прочего, право прекратить действие Договора, Подрядчик должен нести ответственность за любые дополнительные расходы сверх согласованной стоимости Договора, являющихся результатом любой такой закупки, включая среди прочего, расходы на участие в процедуре такой закупки, а ПРООН имеет право на получение от Подрядчика компенсации любых подтвержденных расходов, которые ПРООН понесла в связи с хранением Товаров для Подрядчика.</p> <p>11.9 ПРАВО СОБСТВЕННОСТИ: Подрядчик подтверждает и гарантирует, что Товары,</p>
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<p>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.</p> <p>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.</p> <p>12. INDEMNIFICATION:</p> <p>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:</p> <p>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</p>	<p>которые доставляются по Договору, не обремененные правом собственности или другими имущественными правами каких-либо третьих лиц, включая, среди прочего, любые права залога или обеспечительные права. Если иное явно не указано в Договоре, право собственности на товары переходит от Подрядчика к ПРООН после доставки Товаров и их принятия ПРООН в соответствии с требованиями Договора.</p> <p>11.10 ЛИЦЕНЗИЯ НА ЭКСПОРТ: Подрядчик несет ответственность за получение любых экспортных лицензий по отношению к Товарам, изделиям или технологиям, включая программное обеспечение, которые продаются, доставляются, лицензируются или иным образом предоставляются ПРООН по Договору. Подрядчик должен получить все такие экспортные лицензии в оперативном режиме. Согласно и без всякого отказа от привилегий и иммунитетов ПРООН, ПРООН должна предоставлять Подрядчику всю возможную поддержку, которая необходима для получения любой такой экспортной лицензии. В том случае, когда любой государственный орган отказывает, задерживает или препятствует Подрядчику получить такую экспортную лицензию, Подрядчик должен немедленно обратиться к ПРООН с тем, чтобы ПРООН смогла принять соответствующие меры для решения такого вопроса.</p> <p>12. ВОЗМЕЩЕНИЕ УБЫТКОВ:</p> <p>12.1 Подрядчик обязан гарантировать возмещение убытков, обезопасить и защитить за свой счет ПРООН, ее должностных лиц, агентов и сотрудников от любого рода исков, претензий, требований и любого рода ответственности, в том числе судебных расходов, расходов на адвокатов, платежей по возмещению вреда, основанных или возникающих в результате или в связи с:</p> <p>12.1.1 утверждениями или претензиями о том, что использование ПРООН любых</p>
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<p>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,</p> <p>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.</p> <p>12.2 The indemnity set forth in Article 12.1.1, above, shall not apply to: 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</p> <p>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.</p> <p>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</p>	<p>запатентованных устройств или материалов, защищенных авторским правом, или любых других товаров, имущества или услуг, предоставленных или лицензированных ПРООН в соответствии с условиями Договора, частично или полностью, отдельно или в сочетании предусмотренных опубликованными Подрядчиком техническими условиями на такие устройства и др., или иным образом одобренных определенным образом Подрядчиком, является нарушением любого патента, авторского права, товарного знака или иного права интеллектуальной собственности любой третьей стороны; или</p> <p>12.1.2 любыми действиями или упущениями Подрядчика, или любого его субподрядчика, или любого другого лица прямо или косвенно нанятого ими при исполнении Договора, что привело к возникновению правовой ответственности перед лицом, которое не является стороной Договора, включая, среди прочего, требования и обязательства в виде требований о компенсации работникам.</p> <p>12.2 Освобождение от убытков, изложенные в пункте 12.1.1 выше, не применяются к следующему: 12.2.1. Любая претензия о нарушении прав, возникающая в результате соблюдения Подрядчиком определенных письменных инструкций ПРООН о внесении изменений в характеристики товаров, имущества, оборудования или других ТМЦ, или о способе выполнения Договора, или которые требуют использования характеристик, которые обычно не используются Подрядчиком; или</p> <p>12.2.2 Любая претензия о нарушении прав, которая возникает в результате дополнений или изменений в любых товарах, имуществе, материалах, оборудовании, других ТМЦ или любых их компонентов, поставляемых по Договору, в том случае, когда такие изменения сделала ПРООН или другая сторона, которые действовала по поручению ПРООН.</p>
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<p>actually give rise to or otherwise result in any loss or liability.</p> <p>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.</p> <p>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:</p> <p>12.5.1 procure for UNDP the unrestricted right to continue using such Goods or Services provided to UNDP;</p> <p>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,</p>	<p>12.3 В дополнение к изложенным в настоящем пункте 12 обязательств по возмещению убытков Подрядчик обязан за свой счет защищать ПРООН и ее должностных лиц, агентов и сотрудников, в соответствии с настоящим пунктом 12, независимо от того, привели такие иски, претензии и требования к любым убыткам или ответственности или нет.</p> <p>12.4 ПРООН должна сообщить Подрядчику о любых таких исках, претензиях, требованиях, убытках или ответственности в пределах разумного периода времени после получения ею фактического сообщения о таких событиях. Подрядчик берет на себя всю полноту контроля над защитой по любым таким искам, претензиям или требованием и над всеми переговорами в связи с их улаживанием или решением, за исключением случаев, касающихся заявления или защиты привилегий и иммунитетов ПРООН или любой либо связанного с этим вопроса, заявлять и защищать которые имеет право только ПРООН. ПРООН имеет право за свой счет и по своему усмотрению выбрать независимого юридического консультанта для представления ПРООН в любых таких исках, претензиях или требованиях.</p> <p>12.5 В случае, если использование ПРООН любых товаров, имущества или услуг, предоставленных или лицензированных ПРООН Подрядчиком, полностью или отдельно, в любом иске или производстве запрещено по любым причинам, временно или постоянно, или считается нарушением любого патентного или авторского права, права на использование товарного знака или любого другого права интеллектуальной собственности, или, в случае решения путем мирового соглашения запрещено, ограничено или иным образом затруднено, Подрядчик должен за свой счет, безотлагательно:</p> <p>12.5.1 приобрести для ПРООН неограниченное право на продолжение</p>
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<p>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.</p> <p>13. INSURANCE AND LIABILITY:</p> <p>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.</p> <p>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:</p> <p>13.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;</p> <p>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;</p> <p>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,</p>	<p>использования таких Товаров и Услуг, предоставляемых ПРООН;</p> <p>12.5.2 полностью или частично заменить или изменить Товары и / или Услуги, предоставляемые ПРООН, на эквивалентные или лучше товары и / или услуги или их часть, не нарушающие такие права; или</p> <p>12.5.3 вернуть ПРООН полную стоимость, уплаченную ПРООН за право владения или использования таких Товаров, имущества, Услуг или их части.</p> <p>13. СТРАХОВАНИЕ И ОТВЕТСТВЕННОСТЬ:</p> <p>13.1 Подрядчик должен оперативно компенсировать ПРООН любые убытки или повреждения имущества ПРООН, которые произошли по вине персонала Подрядчика или любого из его субподрядчиков, или любого другого лица, прямо или косвенно нанятого Подрядчиком или любым из его субподрядчиков в ходе выполнения Договора.</p> <p>13.2 Если иное не указано в Договоре, то до начала выполнения любых других обязательств по Договору и в соответствии с любыми ограничениями, указанными в Договоре, Подрядчик должен обеспечить на период действия Договора, на период продления его срока действия, а также на любой обоснованно необходимый для решения вопроса убытков период после любого прекращения действия Договора:</p> <p>13.2.1 страхование от всех рисков по отношению к имуществу Подрядчика и любого оборудования, используемого для выполнения Договора;</p> <p>13.2.2 страхование компенсации работникам или его эквивалент, или страхование ответственности работодателя, или его эквивалент, в отношении персонала Подрядчика, при этом такое страхование должно быть достаточным для покрытия всех исков относительно травм, гибели и потери трудоспособности или покрытия любых других компенсаций, которые необходимо выплатить по закону, в связи с выполнением Договора;</p>
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<p>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,</p> <p>13.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.</p> <p>13.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.</p> <p>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.</p> <p>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:</p>	<p>13.2.3 страхование ответственности соответствующего размера для покрытия всех исков, в том числе исков о гибели и телесных травм, ответственности за качество выпускаемой продукции, ответственности подрядчика в случае телесных повреждений или вреда третьим лицам в результате завершённых работ, личного вреда и ущерба, причиненного при рекламировании, которые возникают в результате или в связи с исполнением Подрядчиком своих обязательств по Договору, включая, среди прочего, ответственность, возникающую в результате или в связи с действиями или бездействием Подрядчика, его персонала, агентов или приглашенных поставщиков, либо с использованием во время выполнения Договора любых транспортных средств, лодок, воздушных судов или других транспортных средств и оборудования, независимо от того, принадлежат они Подрядчику или нет; и</p> <p>13.2.4 любое другое страхование, которое ПРООН и Подрядчик могут согласовать в письменном виде.</p> <p>13.3 Полисы страхования ответственности Подрядчика должны также покрывать субподрядчиков, все расходы на защиту и включать стандартное положение о «взаимной ответственности сторон».</p> <p>13.4 Подрядчик осознает и соглашается, что ПРООН не принимает на себя ответственность за обеспечение покрытия страхования жизни, здоровья, страхования от несчастных случаев, страхования во время путешествий или любого другого страхового покрытия, которое может быть необходимым или желательным по отношению к персоналу, который выполняет работы и предоставляет услуги Подрядчику в связи с Договором.</p> <p>13.5 За исключением страхования компенсации работников или любой программы самострахования, обеспеченных Подрядчиком и одобренных ПРООН по своему усмотрению в целях выполнения</p>
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<p>13.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;</p> <p>13.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;</p> <p>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,</p> <p>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.</p> <p>13.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.</p> <p>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</p>	<p>требований Подрядчика по обеспечению страхования по Договору, страховые полисы, необходимые по Договору, должны содержать следующее:</p> <p>13.5.1 указывать ПРООН дополнительным застрахованным лицом в соответствии с полисами страхования ответственности, включая, в случае необходимости, право отдельного индоссамента по полису;</p> <p>13.5.2 включать отказ от суброгации прав страховщика Подрядчика относительно ПРООН;</p> <p>13.5.3 предполагать, что ПРООН должна получить от страховщика Подрядчика письменное уведомление не позднее чем за 30 (тридцать) дней до аннулирования или существенного изменения покрытия; и</p> <p>13.5.4 включать положения об ответе на изначально свободной от взносов основе, по отношению к любому другому страхованию, которое должно быть доступно для ПРООН.</p> <p>13.6 Подрядчик отвечает за финансирование всех сумм в пределах любого минимума, который не подлежит страхованию, или франшизы.</p> <p>13.7 За исключением любой программы самострахования, обеспеченной Подрядчиком и принятой ПРООН в целях выполнения требований Подрядчика по обеспечению страхования по Договору, Подрядчик должен организовать и поддерживать страхование по Договору в страховых компаниях с хорошей репутацией, которые имеют благополучное финансовое положение и которые приемлемы для ПРООН. До начала каких-либо обязательств по Договору Подрядчик должен предоставить ПРООН подтверждение того, что Подрядчик организовал страхование в соответствии с требованиями Договора, которое оформлено в виде страхового свидетельства или другой форме, которую может обоснованно требовать ПРООН. ПРООН оставляет за собой право получить любые страховые полисы или</p>
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<p>cancellation or material change of insurance coverage required under the Contract.</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>описания программ страхования, которые Подрядчик должен обеспечивать в соответствии с Договором, направив Подрядчику соответствующий письменный запрос. Независимо от положений пункта 13.5.3 выше, Подрядчик должен немедленно сообщать ПРООН о каком-либо аннулировании или существенном изменении страхового покрытия, необходимого по Договору.</p> <p>13.8 Подрядчик осознает и соглашается, что ни требование организации и обеспечения страхования в порядке, установленном Договором, ни сумма любой страховки, включая, среди прочего, любую франшизу или минимум, не подлежащий страхованию, в связи с этим, ни в коем случае будут ограничивать ответственность Подрядчика, возникающую в результате или в связи с Договором.</p> <p>14. ПРЕПЯТСТВИЯ И ПРАВА УДЕРЖАНИЯ: Подрядчик не должен создавать или допускать представление любым лицом искового заявления или ведения дела по иску в любом государственном учреждении или в ПРООН относительно содержания под залогом, ареста или иного препятствия текущих или будущих выплат Подрядчику за выполненную работу или за товары или материалы, предоставленные в рамках Договора, или в силу другой претензии или требования по отношению к Подрядчику или ПРООН.</p> <p>15. ОБОРУДОВАНИЕ, ДОСТАВЛЕННОЕ ПРООН ПОДРЯДЧИКУ: Право собственности на любое оборудование и ТМЦ, которые ПРООН может предоставлять Подрядчику для выполнения каких-либо обязательств по Договору, остается за ПРООН, при этом все такое оборудование подлежит возврату ПРООН после завершения договора или когда оно больше не нужно Подрядчику. При возвращении ПРООН такое оборудование должно быть в том же состоянии, в котором оно находилось на момент предоставления</p>
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<p>16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:</p> <p>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.</p> <p>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.</p> <p>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</p>	<p>Подрядчику с учетом обычного износа, а Подрядчик должен нести ответственность за возмещение ПРООН любого ущерба, повреждения или ухудшения характеристик оборудования сверх обычного износа.</p> <p>16. АВТОРСКОЕ, ПАТЕНТНОЕ И ДРУГИЕ ИМУЩЕСТВЕННЫЕ ПРАВА:</p> <p>16.1 Если иное четко не определено в письменном виде в Договоре, ПРООН сохраняет за собой право на интеллектуальную собственность и другие имущественные права в полном объеме, включая, среди прочего, патенты, авторские права и товарные знаки продуктов, процессов, изобретений, идей, «ноу-хау» или документации и других материалов, созданных или разработанных Подрядчиком для ПРООН в рамках Договора, и непосредственно связаны или созданы, подготовлены, собранные в результате или в процессе выполнения Договора. Подрядчик осознает и соглашается, что такие продукты, документы и другие материалы являются частью работ, выполненных по найму для ПРООН.</p> <p>16.2 Тем не менее, если такая интеллектуальная собственность или другие имущественные права состоят в интеллектуальной собственности или иных имущественных правах Подрядчика, которые (i) существовали до момента выполнения Подрядчиком своих обязательств по Договору, либо (ii), которые Подрядчик может создать или получить, или которые были созданы или получены независимо от выполнения Подрядчиком своих обязательств по Договору, ПРООН не будет претендовать на право собственности на них, а Подрядчик предоставит ПРООН бессрочную лицензию на использование такой интеллектуальной собственности или других имущественных прав исключительно для целей и в соответствии с требованиями Договора.</p> <p>16.3 По требованию ПРООН, Подрядчик принимает все необходимые меры, оформляет</p>
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<p>requirements of the applicable law and of the Contract.</p> <p>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.</p> <p>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.</p> <p>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:</p> <p>18.1 The Recipient shall:</p> <p>18.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the</p>	<p>все необходимые документы и в целом оказывает поддержку в обеспечении таких имущественных прав и их передачи ПРООН в соответствии с требованиями действующего законодательства и договора.</p> <p>16.4 В соответствии с вышеизложенными положениями все карты, чертежи, фотографии, планы, отчеты, сметы, рекомендации, документы и другие сведения, составленные или полученные Подрядчиком в рамках Договора, являются собственностью ПРООН, должны быть предоставлены для использования и проверки ПРООН в обоснованные сроки и в обоснованном месте, являются конфиденциальной информацией и должны передаваться только уполномоченным должностным лицам ПРООН по завершении работ в рамках Договора.</p> <p>17. РЕКЛАМА И ИСПОЛЬЗОВАНИЕ НАЗВАНИЯ, ЭМБЛЕМЫ ИЛИ ОФИЦИАЛЬНОЙ ПЕЧАТИ ПРООН ИЛИ ОРГАНИЗАЦИИ ОБЪЕДИНЕННЫХ НАЦИЙ: Подрядчик не может рекламировать или иным образом разглашать для целей коммерческой выгоды или деловой репутации свои договорные отношения с ПРООН; Подрядчик также не должен любым способом использовать название, герб или официальную печать ПРООН или ООН или любое сокращение названия ПРООН или ООН в связи со своей деятельностью или по другим причинам без предварительного письменного разрешения ПРООН.</p> <p>18. КОНФИДЕНЦИАЛЬНОСТЬ ДОКУМЕНТОВ И ИНФОРМАЦИИ: Информация и данные, которые считаются собственностью любой из Сторон или которые передаются или разглашаются одной Стороной («Разглашающая сторона») другой Стороне («Принимающая сторона») в ходе выполнения Договора, и которые обозначаются как конфиденциальные («Информация»), должны храниться такой Стороной конфиденциально,</p>
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<p>Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and,</p> <p>18.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.</p> <p>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:</p> <p>18.2.1 any other party with the Discloser's prior written consent; and,</p> <p>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:</p> <p>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,</p> <p>18.2.2.2 any entity over which the Party exercises effective managerial control; or,</p>	<p>при этом работа с такой информацией производится следующим образом:</p> <p>18.1 Принимающая сторона должна:</p> <p>18.1.1 проявлять такую же осторожность и благоразумие для предотвращения раскрытия, публикации или распространения Информации Разглашающей стороны, которую она проявляет по отношению к подобной собственной Информации и которую она не желает раскрывать, публиковать или распространять; и</p> <p>18.1.2 использовать Информацию Разглашающей стороны исключительно для тех целей, для которых такая информация была раскрыта.</p> <p>18.2 При наличии в Принимающей стороны письменного соглашения со следующими физическими или юридическими лицами, которые владеют конфиденциальной Информацией в соответствии с Договором и настоящим пунктом 18, Принимающая сторона может раскрывать Информацию:</p> <p>18.2.1 любой другой стороне по предварительному письменному согласию Разглашающей стороны; и</p> <p>18.2.2 сотрудникам, должностным лицам, представителям и агентам Принимающей стороны, которым нужно знать такую Информацию для выполнения своих обязательств по Договору, а также сотрудникам, должностным лицам, представителям и агентам любых юридических лиц, подконтрольных Принимающей стороне или контролируемых Принимающей стороной, или с которыми Принимающая сторона находится под совместным управлением, которым нужно знать такую Информацию для выполнения своих обязательств по Договору при условии, что для таких целей подконтрольное юридическое лицо означает:</p> <p>18.2.2.1 коммерческая организация, более 50% (пятидесяти процентов)</p>
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<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:</p> <p>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</p>	<p>голосующих акций которой находятся в собственности или иным образом подконтрольны, прямо или косвенно, Стороне; или</p> <p>18.2.2.2 любое юридическое лицо, эффективное административное управление которой осуществляет Сторона; или</p> <p>18.2.2.3 для ООН, главный или дочерний орган ООН, учрежденный в соответствии с Уставом Организации Объединенных Наций.</p> <p>18.3 Подрядчик может раскрыть Информацию в объеме, требуемом законодательством, при условии соответствия привилегиям и иммунитетам ООН и не исключая их, Подрядчик предварительно направит ПРООН письменный запрос на раскрытие Информации, дабы предоставить ПРООН обоснованную возможность принять защитные или любые другие меры, необходимые перед любым раскрытием такой информации.</p> <p>18.4 ПРООН может раскрывать Информацию в объеме согласно Уставу ООН, резолюциям или регламенту Генеральной Ассамблеи или в соответствии с правилами, опубликованными ниже.</p> <p>18.5 Принимающая сторона не должна сталкиваться с препятствиями при раскрытии Информации, которую Принимающая сторона получила от третьих сторон без каких-либо ограничений, а Разглашающая сторона раскрыла третьей стороне без каких-либо обязательств в части конфиденциальности и которая уже была известна Принимающей стороне ранее, или которую Принимающая сторона могла получить полностью независимо от раскрытия, которое описывается здесь.</p> <p>18.6 Эти обязательства и ограничения в сфере конфиденциальности информации будут действовать в течение срока действия Договора, включая любое продление его</p>
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<p>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.</p> <p>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,</p>	<p>срока действия, а также остаются в силе после прекращения действия Договора.</p> <p>9. ФОРС-МАЖОР; ДРУГИЕ ИЗМЕНЕНИЯ УСЛОВИЙ:</p> <p>19.1 В случае возникновения и в максимально короткое время после возникновения причин, которые привели к форс-мажорным обстоятельствам, пострадавшая Сторона должна в письменном виде с подробным описанием ситуации проинформировать другую Сторону о таких обстоятельствах или причинах, если в связи с возникновением таких причин пострадавшая Сторона частично или полностью не может выполнять свои обязанности и обязательства по Договору. Пострадавшая сторона также должна проинформировать другую Сторону о любых других изменениях условий или о возникновении любого события, что препятствует или может препятствовать выполнению пострадавшей Стороной Договора. Не позднее чем через 15 (пятнадцать) дней после уведомления о форс-мажорных обстоятельствах или других изменениях условий пострадавшая Сторона также должна предоставить другой Стороне отчет об ожидаемых расходах, которые могут быть понесены во время действия измененных условий или во время действия форс-мажорных обстоятельств. После получения необходимого сообщения или сообщений, указанных в этом пункте, Сторона, которая не пострадала в результате возникновения форс-мажорных обстоятельств, должна принять такие меры, которые целесообразны или необходимы при определенных обстоятельствах, включая предоставление пострадавшей Стороне обоснованной отсрочки в выполнении каких-либо обязательств по Договору.</p> <p>19.2 Если по причине форс-мажорных обстоятельств Подрядчик не сможет полностью или частично выполнять свои обязанности и обязательства по Договору,</p>
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<p>wholly or in part, by reason of force majeure for any period in excess of ninety (90) days.</p> <p>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.</p> <p>20. TERMINATION:</p> <p>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.</p> <p>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</p>	<p>ПРООН имеет право приостановить или расторгнуть Договор на тех же условиях, которые предусмотрены пунктом 20 «Порядок расторжения Договора», но срок предоставления уведомления составит 7 (семь) дней вместо 30 (тридцати). В любом случае ПРООН сможет признать Подрядчика таким, что на постоянной основе в состоянии выполнять свои обязательства по Договору, если Подрядчик не сможет их выполнять полностью или частично по причине форс-мажорных обстоятельств в течение периода более 90 (девяносто) дней.</p> <p>19.3 Под форс-мажорными обстоятельствами в данном пункте подразумеваются непредвиденные и непреодолимые стихийные бедствия, война (объявленная и необъявленная), оккупация, революция, восстание, террористические акты или другие обстоятельства подобного характера или силы, при условии, что такие обстоятельства возникли по причинам, которые Подрядчик не мог контролировать, а также не по вине или небрежности Подрядчика. Подрядчик осознает и соглашается с тем, что в отношении каких-либо обязательств по Договору, которые должны быть выполнены в регионах, где ПРООН вовлечена, готовится участвовать или заканчивает принимать участие в любых миротворческих, гуманитарных или подобных операциях, любые задержки или невыполнение таких обязательств в результате или в связи с тяжелыми условиями в таких регионах или любыми проявлениями общественного беспорядка в таких регионах не должно относиться к форс-мажорным обстоятельствам в рамках Договора.</p> <p>20. РАСТОРЖЕНИЕ ДОГОВОРА:</p> <p>20.1 Любая из Сторон может расторгнуть Договор по уважительным причинам полностью или частично, направив другой Стороне соответствующее письменное уведомление за 30 (тридцать) дней до</p>
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<p>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.</p> <p>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:</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>20.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;</p> <p>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;</p> <p>20.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been</p>	<p>предполагаемой даты расторжения Договора. Начало процедур мирового соглашения или арбитража в соответствии с пунктом 23 «Урегулирование споров» не должен рассматриваться в качестве «причины» для разрыва или, в противном случае, само по себе являться расторжением Договора.</p> <p>20.2 ПРООН имеет право расторгнуть Договор в любое время, направив Подрядчику письменное уведомление, в любом случае, когда полномочия ПРООН по выполнению Договора или финансирование ПРООН по Договору сокращаются или прекращаются полностью или частично. Кроме того, если иное не предусмотрено Договором, ПРООН может расторгнуть Договор без объяснения причин, направив Подрядчику предварительное письменное уведомление за 60 (шестьдесят) дней до расторжения.</p> <p>20.3 В случае расторжения договора и после получения уведомления о расторжении по инициативе ПРООН, Подрядчик должен, если другое не предусмотрено ПРООН в уведомлении о расторжении или в другом письменном виде:</p> <p>20.3.1 немедленно принять меры для скорейшего и надлежащего завершения выполнения обязательств по Договору, при этом сократив расходы к минимуму;</p> <p>20.3.2 воздержаться от принятия на себя каких-либо других дополнительных обязательств по Договору с даты получения уведомления;</p> <p>20.3.3 не заключать дальнейших субподрядных соглашений или не размещать заказов на материалы, услуги или средства за исключением тех, которые ПРООН и Подрядчик определили путем согласования в письменном виде, необходимыми для завершения любой части Договора, которой не коснулось расторжение;</p>
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<p>completed, would be required to be furnished to UNDP thereunder;</p> <p>20.3.7 complete performance of the work not terminated; and,</p> <p>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.</p> <p>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.</p> <p>20.5 UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:</p> <p>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;</p>	<p>20.3.4 расторгнуть все субподрядные соглашения или заказы в той части, в которой они связаны с частью расторгнутого Договора;</p> <p>20.3.5 передать право собственности и сдать ПРООН изготовленные и неизготовленные элементы, незавершенные работы, завершенные работы, ТМЦ и другие материалы, изготовленные или приобретенные по той части Договора, действие которой прекращается;</p> <p>20.3.6 сдать все завершенные или частично завершенные планы, чертежи, информацию и другое имущество, которое в случае полного выполнения Договора должно быть передано ПРООН в соответствии с Договором;</p> <p>20.3.7 завершить выполнение работ, которых не коснулось расторжение Договора и</p> <p>20.3.8 выполнить любые другие необходимые действия, или выполнить письменные указания ПРООН по минимизации потерь и по защите и сохранению любого материального или нематериального имущества, имеющего отношение к Договору, находящегося в собственности Подрядчика и представляющего интерес для ПРООН или потенциально представляющего интерес для ПРООН.</p> <p>20.4 В случае расторжения Договора, ПРООН имеет право получить от Подрядчика обоснованные письменные расчеты относительно всех обязательств, которые были выполнены или выполняются в соответствии с Договором. Кроме того, ПРООН будет нести ответственность перед Подрядчиком по оплате только тех Товаров и / или Услуг, которые были удовлетворительным образом предоставлены ПРООН в соответствии с требованиями Договора, и, если такие Товары или Услуги были заказаны или предоставлены до момента получения Подрядчиком от ПРООН сообщения о расторжении Договора или до момента направления Подрядчиком</p>
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<p>20.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;</p> <p>20.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;</p> <p>20.5.4 a Receiver is appointed on account of the insolvency of the Contractor;</p> <p>20.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; or,</p> <p>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.</p> <p>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 nonlegal 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.</p> <p>20.7 The provisions of this Article 20 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.</p> <p>21. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it,</p>	<p>уведомления о расторжении Договора ПРООН.</p> <p>20.5 ПРООН имеет право, в дополнение ко всем остальным правам или средствам правовой защиты, которые ей доступны, расторгнуть Договор немедленно в следующем случае:</p> <p>20.5.1 в случае объявления Подрядчика банкротом, его ликвидации или признания неплатежеспособным, или в случае, когда Подрядчик подает ходатайство об отсрочке по платежам и финансовым обязательствам или о приостановлении любого обязательства оплаты или погашения задолженности, или подает ходатайство о признании его неплатежеспособным,</p> <p>20.5.2 в случае получения Подрядчиком разрешения об отсрочке по платежам и финансовым обязательствам или в случае признания Подрядчика неплатежеспособным;</p> <p>20.5.3 в случае передачи Подрядчиком имущества в пользу одного или более кредиторов,</p> <p>20.5.4 в случае назначения Ликвидатора ответственным за банкротство Подрядчика;</p> <p>20.5.5 когда Подрядчик предлагает мировое соглашение вместо банкротства или принудительной ликвидации; или</p> <p>20.5.6 если ПРООН обоснованно считает, что в финансовом положении Подрядчика произошло существенное неблагоприятное изменение, которое может существенно повлиять на выполнение Подрядчиком любого из своих обязательств по Договору.</p> <p>20.6 Кроме тех случаев, когда это запрещено законодательством, Подрядчик обязан возместить ПРООН все убытки и расходы, включая, среди прочего, все расходы, которые ПРООН несет в связи с правовыми и неправовыми производствами в результате любого из указанных в пункте 20.5 выше событий и расторжения Договора, даже если Подрядчика признано банкротом, неплатежеспособным или если он получил</p>
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<p>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.</p> <p>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.</p> <p>23. SETTLEMENT OF DISPUTES:</p> <p>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.</p> <p>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</p>	<p>разрешение об отсрочке по платежам и финансовым обязательствам. Подрядчик должен немедленно информировать ПРООН о возникновении любого из указанных в пункте 20.5 выше событий и должен предоставлять ПРООН всю информацию, которая касается такого события или событий.</p> <p>20.7 Положения пункта 20 не могут наносить ущерб любым другим правам или средствам правовой защиты, которые доступны ПРООН по настоящему Договору или по другим документам.</p> <p>21. НЕОТКАЗ ОТ ПРАВ: Нереализация любой из Сторон любого из прав, доступных такой стороне в соответствии с Договором или иным образом, не должна считаться отказом другой Стороны от любого такого права или средства правовой защиты и не будет освобождать Стороны от выполнения ими каких-либо своих обязательств по Договору.</p> <p>22. НЕИСКЛЮЧИТЕЛЬНОСТЬ: Если иное не указано в Договоре, ПРООН не имеет обязательств по приобретению любого минимального объема Товаров или Услуг у Подрядчика, при этом ПРООН не ограничивается в своем праве приобретать Товары или Услуги того же рода, качества и в объеме, указанном в Договоре, у любых других источников или поставщиков в любое время.</p> <p>23. ПОРЯДОК УРЕГУЛИРОВАНИЯ СПОРОВ:</p> <p>23.1 МИРОВОЕ УРЕГУЛИРОВАНИЕ СПОРА: Стороны обязуются прилагать все усилия для мирowego урегулирования любого спора, противоречия или претензии, возникающих в результате выполнения, нарушения, расторжения Договора или признания его недействительным. Если Стороны желают достичь внесудебного урегулирования в форме процедуры примирения, то такая процедура должна быть оформлена в соответствии с Правилами проведения процедур примирения Комиссии ООН по</p>
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<p>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.</p> <p>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.</p> <p>25. TAX EXEMPTION:</p> <p>25.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations</p>	<p>правам международной торговли («ЮНСИТРАЛ») или в соответствии с любыми другими процедурами согласно письменному соглашению Сторон.</p> <p>23.2 АРБИТРАЖ: Любые споры, противоречия или претензии между Сторонами, возникающие в связи с Договором или его нарушением, расторжением или утратой им юридической силы, не урегулированы во внесудебном порядке в соответствии с пунктом 23.1 выше в течение 60 (шестидесяти) дней после получения одной из Сторон письменного требования Другой стороны о мировом разрешении спора должны передаваться любой из Сторон в арбитраж в соответствии с Арбитражным регламентом ЮНИСИТРАЛ (Комиссия ООН по правам международной торговли). Решения арбитражного суда основываются на общих принципах международного коммерческого права. Арбитражный суд должен иметь полномочия отдавать распоряжения по возврату или уничтожению товаров, любого материального и нематериального имущества или любой конфиденциальной информации, предоставленной в рамках Договора, отдавать распоряжения о расторжении Договора, а также распоряжения о применении любых других защитных мер по отношению к товарам, услугам или иного материального или нематериального имущества, любой конфиденциальной информации, предоставленной в рамках Договора в полном соответствии с полномочиями арбитражного суда согласно пункта 26 («Обеспечительные меры») и пункта 34 («Формы и юридическая сила арбитражного решения») Арбитражного регламента ЮНИСИТРАЛ. Арбитражный суд не вправе присуждать штрафные неустойки. Более того, если иное прямо не предусмотрено в Договоре, арбитражный суд не имеет полномочий начислять проценты выше Лондонской межбанковской ставки («LIBOR») и любые такие проценты должны</p>
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<p>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.</p> <p>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.</p> <p>26. MODIFICATIONS:</p> <p>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.</p> <p>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.</p>	<p>быть только простыми процентами. Стороны обязаны выполнять решения суда, вынесенные в результате такого арбитражного производства, и считать его заключительным решением по любым таким спорам, противоречиям или претензиям.</p> <p>24. ПРИВИЛЕГИИ И ИММУНИТЕТЫ: Все привилегии и иммунитеты Организации Объединенных Наций, в том числе ее дочерних органов, остаются в силе и никакие положения Договора не могут предусматривать прямой или косвенный отказ от таких привилегий и иммунитетов.</p> <p>25. ОСВОБОЖДЕНИЕ ОТ НАЛОГООБЛОЖЕНИЯ:</p> <p>25.1 Раздел 7 "Конвенции о привилегиях и иммунитетах ООН" наряду с другими положениями гласит, что ООН, в том числе ее вспомогательные органы, освобождается от всех прямых налогов, за исключением платы за коммунальные услуги, а также освобождается от таможенных пошлин и аналогичных им сборов в отношении товаров, импортируемых или экспортируемых для своего официального использования. В случае, если какой - либо правительственный орган отказывается признать освобождение ПРООН от таких налогов, пошлин или сборов, Поставщик должен немедленно проконсультироваться с ПРООН для выработки взаимоприемлемой процедуры.</p> <p>25.2 Соответственно, Поставщик предоставляет ПРООН право вычитать из инвойса Поставщика любые суммы представляющие такие налоги, пошлины или сборы, если только Поставщик не проконсультировался с ПРООН до оплаты таких сумм, а ПРООН не дала свое конкретное согласие Поставщику по каждому отдельному случаю на оплату таких спорных налогов, пошлин и сборов. В таком случае Поставщик предоставляет ПРООН письменные доказательства того, что оплата таких налогов,</p>
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<p>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.</p> <p>27. AUDITS AND INVESTIGATIONS:</p> <p>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.</p> <p>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.</p> <p>27.3 The Contractor shall provide its full and timely cooperation with any such inspections, postpayment 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</p>	<p>пошлин и сборов произведена и была соответствующим образом санкционирована.</p> <p>26. ПОРЯДОК ВНЕСЕНИЯ ИЗМЕНЕНИЙ:</p> <p>26.1 Любые изменения или дополнения к Договору действительны и имеют юридическую силу для ПРООН только в том случае, когда они оформлены в письменном виде должным образом уполномоченными представителями Сторон.</p> <p>26.2 В случае продления действия Договора на дополнительный период в соответствии с его условиями, к такому продлению Договора применяются те же условия, которые изложены в Договоре за исключением тех случаев, когда Стороны договорились о другом в соответствии с поправками, оформленными согласно пункта 26.1 выше.</p> <p>26.3 Условия каких-либо дополнительных соглашений, лицензий или других видов договоренностей относительно любых Товаров или Услуг, предоставляемых в рамках Договора, будут действительны и будут выполняться ПРООН только в том случае, когда они оформлены в виде действующих поправок, внесенных в соответствии с пунктом 26.1 выше.</p> <p>27. АУДИТ И РАССЛЕДОВАНИЯ:</p> <p>27.1 Каждый счет, что оплачивается ПРООН, подлежит аудиту после его оплаты; такой аудит проводится внутренними или внешними аудиторами ПРООН или другими уполномоченными и квалифицированными представителями ПРООН в любое время в течение срока действия Договора и в течение 3 (трех) лет с момента завершения или досрочного расторжения Договора.</p> <p>27.2 ПРООН имеет право, в любое время в течение срока действия Договора и в течение 3 (трех) лет с момента завершения или досрочного расторжения Договора проводить расследование в отношении любого аспекта Договора или его заключения, обязательств, выполняемых в рамках договора, и</p>
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<p>audits or investigations carried out by UNDP hereunder.</p> <p>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.</p> <p>28. LIMITATION ON ACTIONS:</p> <p>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.</p> <p>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</p>	<p>деятельности Подрядчика, которые в целом связаны с выполнением Договора.</p> <p>27.3 Подрядчик должен предоставлять ПРООН полную и своевременную поддержку в проведении таких проверок, аудитов или расследований. Такая поддержка должна включать, среди прочего, личную явку сотрудников Подрядчика и предоставления Подрядчиком соответствующей документации для таких целей в обоснованные сроки и на обоснованных условиях, а также предоставление ПРООН доступа в помещения Подрядчика в обоснованные сроки и на обоснованных условиях, и, в связи с этим, также обеспечение доступа ПРООН к персоналу и соответствующей документации Подрядчика. Подрядчик должен обязать своих агентов, включая, среди прочего, юристов, бухгалтеров и других советников или консультантов, оказывать поддержку в проведении любых проверок, аудитов или расследований, проводимых ПРООН в рамках настоящего Договора.</p> <p>27.4 ПРООН имеет право на возмещение Подрядчиком любых сумм, которые в ходе аудита и расследования будут признаны суммами, уплаченными в нарушении условий и положений Договора. Подрядчик также признает и соглашается с тем, что в определенных предусмотренных случаях доноры ПРООН, чье финансирование является источником, полностью или частично, финансирования закупки Товаров и / или Услуг, являющихся предметом настоящего Договора, будут иметь право требования от Подрядчика возврата любых денежных средств, которые, по мнению ПРООН, использовались в нарушение или не для целей настоящего Договора.</p> <p>28. СРОКИ ДАВНОСТИ:</p> <p>28.1 За исключением каких-либо обязательств по возмещению убытков согласно пункта 12 выше, или если иное не предусмотрено Договором, любые арбитражные процедуры</p>
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<p>the Contract, the cause of action accrues when such time of future performance actually begins.</p> <p>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.</p> <p>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.</p>	<p>согласно пункта 23.2 выше, вытекающие из Договора, должны быть начаты в течение 3 (трех) лет с момента возникновения оснований для такого действия.</p> <p>28.2 Стороны также признают и соглашаются с тем, что для данных целей моментом возникновения оснований для действий будет считаться момент фактического возникновения нарушения, а в случае скрытых нарушений - момент, когда пострадавшая Сторона узнала или должна была узнать о всех основаниях для принятия мер или в случае нарушения гарантии при предоставлении предложений по поставкам, за исключением тех случаев, когда гарантия распространяется на будущее функционирования Товаров, любых процессов или систем, и нарушение может быть обнаружено только через определенное время, когда такие Товары, другие процессы или системы будут готовы к функционированию в соответствии с требованиями Договора.</p> <p>29. СУЩЕСТВЕННЫЕ УСЛОВИЯ: Подрядчик признает и соглашается с тем, что каждое из положений, изложенных в пунктах 30-36 настоящего Договора, представляет собой существенное условие Договора и любое нарушение любого из этих положений предоставляет ПРООН право немедленно расторгнуть Договор или любую другую сделку, заключенную с ПРООН, путем направления Подрядчику уведомления, при этом ПРООН не может нести никакой ответственности за расходы, связанные с таким расторжением Договора, или любые другие расходы. Кроме этого, ни одно положение или условие этого Договора не может ограничивать право ПРООН ссылаться на любое предполагаемое нарушение указанных существенных условий как на основание для обращения в соответствующие национальные органы для принятия соответствующих правовых мер.</p>
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<p>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:</p> <p>31.1 The UN Supplier Code of Conduct;</p> <p>31.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");</p> <p>31.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;</p> <p>31.4 UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;</p> <p>31.5 UNDP Vendor Sanctions Policy; and</p> <p>31.6 All security directives issued by UNDP.</p> <p>The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at <a href="http://www.undp.org">www.undp.org</a> or at <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/">http://www.undp.org/content/undp/en/home/operations/procurement/business/</a>. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will</p>	<p>30. ИСТОЧНИК ИНСТРУКЦИЙ: Подрядчик не вправе обращаться за инструкциями или получать инструкции по выполнению своих обязательств по Договору к любым уполномоченным лицам или организациям за пределами ПРООН. В том случае, когда любое уполномоченное лицо или организация за пределами ПРООН пытается предоставить любые инструкции или наложить какие-либо ограничения по выполнению Подрядчиком обязательств по Договору, Подрядчик должен немедленно сообщить об этом ПРООН и предоставить всю возможную помощь и поддержку, которая может понадобиться ПРООН. Подрядчик должен воздерживаться от любых действий по выполнению своих обязательств по Договору, которые могут негативно повлиять на интересы ПРООН или ООН и выполнять взятые на себя обязательства по Договору с полным учетом интересов ПРООН.</p> <p>31. НОРМЫ ПОВЕДЕНИЯ: Подрядчик гарантирует, что никто из должностных лиц ПРООН или ООН не получал и не будет получать от Подрядчика никаких прямых или косвенных вознаграждений, связанных с данным Контрактом или его присуждением. Подрядчик обязуется соблюдать все законы, приказы, правила и нормы, касающиеся выполнения его обязательств по Договору. Кроме того, при выполнении Договора Подрядчик должен соблюдать стандарты поведения, определенных в Бюллетене Генерального Секретаря ST / SGB / 2002/9 «Положения о статусе, основные права и обязанности должностных лиц, не являющихся сотрудниками Секретариата, и членов экспертных миссий» от 18 июня 2002, а также ST / SGB / 2006/15 «Ограничения, действующие после прекращения трудоустройства» от 27 декабря 2006, соблюдать и руководствоваться требованиями следующих документов в редакциях, действующих на момент подписи договора:</p>
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<p>remain in compliance throughout the term of this Contract.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>35. SEXUAL EXPLOITATION:</p> <p>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</p>	<p>31.1 Кодекс поведения Подрядчика ООН;</p> <p>31.2 Политика ПРООН о мошенничестве и других проявлениях коррупции («Политика ПРООН по борьбе с мошенничеством»);</p> <p>31.3 Регламенты проведения аудита и расследований, обнародованные Офисом ПРООН («ОАР»);</p> <p>31.4 Социальные и экологические стандарты ПРООН («СЭС»), включая соответствующий механизм обеспечения ответственности;</p> <p>31.5 Политика о санкциях к поставщикам ПРООН; и 31.6 Все Директивы ПРООН по безопасности.</p> <p>Подрядчик признает и соглашается с тем, что он прочитал и ознакомился с требованиями указанных выше документов, которые доступны в сети Интернет по ссылке <a href="http://www.undp.org">www.undp.org</a> или <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/">http://www.undp.org/content/undp/en/home/operations/procurement/business/</a>. Давая такое согласие, Подрядчик подтверждает и гарантирует, что соответствует требованиям вышеупомянутых документов и будет соответствовать таким требованиям в течение всего срока действия настоящего Договора.</p> <p>32. СОБЛЮДЕНИЕ ЗАКОНОДАТЕЛЬСТВА: Подрядчик обязуется соблюдать все законы, приказы, правила и нормы, касающиеся выполнения его обязательств по Договору. Кроме того, Подрядчик должен соблюдать все обязательства и требования по его регистрации в качестве квалифицированного поставщика Товаров или Услуг для ПРООН, изложенных в соответствующих регламентах о регистрации в качестве поставщика ПРООН.</p> <p>33. ДЕТСКИЙ ТРУД: Подрядчик заверяет и гарантирует, что ни он, ни его материнские компании (если таковые имеются), ни его дочерние или аффилированные предприятия (если таковые имеются) не ведут деятельность, которая несовместима с правами, изложенными в Конвенции о правах детей, в том числе со статьей 32 Конвенции, которая,</p>
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<p>particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.</p> <p>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.</p> <p>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.</p>	<p>среди прочего, предусматривает, чтобы дети были защищены от выполнения работы, которая может быть опасной или препятствовать их образованию и воспитанию, быть вредной для здоровья или физического, умственного, духовного, морально-этического или социального развития детей.</p> <p>34. МИНЫ: Подрядчик заверяет и гарантирует, что ни он, ни его материнские компании (если таковые имеются), ни его дочерние или аффилированные предприятия (если таковые имеются) не ведут деятельности по продаже или производстве противопехотных мин или компонентов, используемых при производстве таких мин.</p> <p>35. СЕКСУАЛЬНАЯ ЭКСПЛУАТАЦИЯ:</p> <p>35.1 В ходе выполнения Договора Подрядчик должен соблюдать стандарты поведения, которые изложены в Бюллетене Генерального Секретаря ST / SGB / 2003/13 «Специальные меры по защите от сексуальной эксплуатации и сексуального насилия» от 9 октября 2003 года. В частности, Подрядчик обязуется не выполнять каких-либо действий, представляющих собой сексуальную эксплуатацию или сексуальное насилие, как это определено в этом бюллетене.</p> <p>35.2 Подрядчик должен принять все необходимые меры для предупреждения сексуальной эксплуатации или насилия со стороны своих работников или любых других лиц, которые могут быть привлечены Подрядчиком для предоставления любых услуг в рамках Договора. Для таких целей, сексуальные действия в отношении какого-либо лица, не достигшего возраста восемнадцати лет, независимо от положений законов, ссылающихся на согласие такого лица, считаются сексуальной эксплуатацией и насилием в отношении такого лица. Кроме того, Подрядчик должен не допускать со своей стороны и принимать все необходимые меры для запрета своим сотрудникам или другим</p>
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<p>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).</p> <p>The list can be accessed via <a href="https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list">https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list</a>. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.</p>	<p>лицам, которых он привлек для выполнения работ или оказания услуг, получать услуги или совершать действия сексуального характера в обмен на деньги, товары, услуги или другие ценности, или быть привлеченным к сексуальным действиям, которые эксплуатируют или унижающих достоинство всех лиц.</p> <p>35.3 ПРООН не применяет вышеизложенные нормы по возрастным ограничениям в случаях, если сотрудники Подрядчика или другие лица, которые могут быть привлечены им к оказанию каких-либо услуг по Договору, состоящих в браке с лицами моложе восемнадцати лет, с которыми совершено действие сексуального характера, а также в тех случаях, когда данный брак признан действительным в соответствии с законами страны, гражданином которой является сотрудник Подрядчика или такое другое лицо, которое может быть привлечено Подрядчиком для выполнения каких-либо услуг в рамках Договора.</p> <p>36. БОРЬБА С ТЕРРОРИЗМОМ: Подрядчик соглашается прилагать все необходимые усилия для обеспечения того, чтобы денежные средства ПРООН, полученные в рамках Договора, не были использованы для оказания помощи физическим или юридическим лицам, связанным с терроризмом, и лицам, получающим любые суммы, предоставленные ПРООН по Договору, не внесенные в список лиц, который ведется Комитетом Совета Безопасности, учрежденный резолюцией 1927 (1999).</p> <p>Сам список можно найти по адресу: <a href="https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list">https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list</a>. Это положение необходимо включать во все договоры или договоры субподряда, заключаемые в рамках Договора.</p>
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