



REQUEST FOR PROPOSAL (RFP)

UNDP Istanbul Regional Hub for Europe and the CIS Key Plaza, Abide-i Hürriyet Cd. İstiklal Sk. No/11, Şişli, 34381, Istanbul, Turkey	DATE: 02/04/2015
	REFERENCE: 2015/07/RFP – Study Tour to Czech Republic to Learn Experience in Small Hydro Power Development (Kyrgyzstan)

Dear Sir / Madam:

We kindly request you to submit your Proposal for **2015/07/RFP – Study Tour to Czech Republic to Learn Experience in Small Hydro Power Development (Kyrgyzstan)**

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

Proposals may be submitted on or before **16:00 CET, 23 April, 2015** via courier mail to the address below:

**UNDP Istanbul Regional Hub for Europe and the CIS
Key Plaza, Abide-i Hürriyet Cd. İstiklal Sk. No/11, Şişli, 34381, Istanbul, Turkey
Mr. Murat Akin, Procurement Manager**

Your Proposal must be expressed in the English, and valid for a minimum period of 120 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.

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 4.

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/procurement/protest.shtml>.

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 : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Andrey Pogrebnyak
Operations Manager
02/04/2015

Description of Requirements

Context of the Requirement	<p>The objective of the project “Small hydro power (SHP) development in Kyrgyzstan”, implemented by UNDP with grant financing of GEF is to accelerate electricity generation in Kyrgyzstan by leveraging in private sector investment. This, in turn, is expected to generate global benefits of reducing CO₂/yr tons thereafter in avoided greenhouse gas (GHG) emissions. The project will do this by introducing a competitive private power framework to supply the grid with SHP-generated electricity at market-determined prices, assist the Government in closing private sector funded SHP investments.</p> <p>With a per capita GDP of US\$ 600, the Kyrgyz Republic is among the poorest countries in the world, while at the same time it is among 30 most GHG intensive economies globally. Despite nearly universal 98% grid connection rate, since early 2000 inadequate access to electricity services has attained a chronic character in Kyrgyzstan, which has by now translated into the biggest energy crisis. The shortfall between demand and supply is exacerbated by high losses within the extensive, inefficient and obsolete distribution system, which in 2012 were estimated at 25% of total electricity distributed (or 4.9 billion kilowatt hours). Current power supply in many regions is characterized by frequent interruptions due to load shedding. Consequently, many households and enterprises were forced to switch to individual diesel and mazut (heavy oil)-fired generators to provide for back-up power when grid supply is not available. The Kyrgyz Republic views the expansion of generation capacity - primarily via the construction or expansion of large dams and fossil fuel-based plants in Bishkek and Osh - as central to its longer-term development prospects. However, in light of their large capital requirements and long gestation periods, these projects are very unlikely to materialize in short- or even medium-term. As an alternative, faster and climate-friendly solution to the acute energy crisis in Kyrgyzstan, this project will support the Government of Kyrgyzstan in harnessing its abundant small-hydro power potential based on the premises that smaller, more labor-intensive projects with lower capital requirements and shorter implementation periods represent a more economically and environmentally viable option. According to EBRD, by absolute indices of potential hydro resources and by concentration of potential hydro resources on the territory, Kyrgyzstan is ranked third among the CIS countries, after Russia and Tajikistan. The largest small hydropower potential is concentrated in northern, southern and eastern districts of the Republic. Its hydro potential electricity generation is estimated to total 163 TWh/yr, while only 73 TWh/yr is technically feasible and 48 TWh/yr economically exploitable. Roughly 162 MWh/yr is currently being exploited. During the Soviet era, Kyrgyzstan was assigned the role of providing hydro generation to the regional interconnected system. But the policy of the former USSR was to focus primarily on the construction and exploitation of large projects. As a result, many small plants (mainly up to 10 MW) that were in operation in the 1950s and 1960s were abandoned. At the moment, out of total</p>
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	<p>18,500 MW of installed hydro power capacity, only 32 MW constitute small hydro plants, all of them are more than 40 years old and in dire need of modernization.</p> <p>According to the World Small Hydropower Development Report of 2013, the Czech Republic has already developed a major part of its small hydro potential. The report also refers to systematic growth in installed capacity of 2.5 MW/year that was observed in the last 10 years. In 2010, the Czech Republic had 1,452 small hydropower plants and a total installed capacity of 297 MW, generating 1,159 GWh per year.</p> <p>The Czech Republic experience with small hydro-plants and similarly to KGZ, its operations were restricted during the socialist era as they were seen as competitors to the larger enterprises. Roughly 1/4 of the total hydro energy production is through small hydro plants (SHP) under 1MW and roughly 1/4 is through SHP between 1-10 MW. The Czech Republic has practical experience in installation of hydro plants and in attracting investors into SHP construction. So far it has greatly progressed opening up great potential and opportunities for the development of SHP. State programs such as National Renewable Energy Action Plan stimulating private investment through CzechInvest and support to Investment projects via ECO-ENERGY Programme was of great contribution to lure investments that resulted in eighteen projects in 2010 with the total amount of support over €11 million and the mean share of 35 per cent of the investment cost. Support mechanisms for small hydropower in the Czech Republic reflect economic aspects of the small hydro investment process and its significance for the grid.</p>
Brief Description of the Required Services	See detailed information in the attached Terms of Reference.
List and Description of Expected Outputs to be Delivered	Preliminary Study Tour Report Programme of the Study Tour submitted and agreed with UNDP
Person to Supervise the Work/Performance of the Service Provider	Czech-UNDP Trust Fund Programme Specialist UNDP Country Office Manager
Frequency of Reporting	The Contractor will report directly to the Supervisors. During the fulfilment of their works, the Contractor will ensure regular communication with Supervisors prior to the delivery of expected results. The Contractor shall ensure quality and timely delivery of the expected results, and will regularly inform the Supervisors of the progress as well as any obstacles that might occur.
Progress Reporting Requirements	The following documents are to be submitted to the Supervisors in English (electronic format). <ol style="list-style-type: none"> 1. Preliminary Report on Study Tour 2. Final Study Tour Report (also in print to the Czech-UNDP Trust Fund Manager together with the financial statement of costs and consolidated evaluation feedback from participants)
Location of work	Czech Republic, Prague

Expected duration of work	May - June 2015 (with the study tour to be held preferably in May 2015)
Target start date	01.05.2015
Latest completion date	15.07.2015
Travels Expected	Prague, Czech Republic
Facilities to be Provided by UNDP (i.e. must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Participants' return flight tickets, visa, insurance <input checked="" type="checkbox"/> Complete travel Costs of 2 UNDP Project staff
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes Bidders shall take into account the following issues, while preparing their bids: UN and its subsidiary organs are exempt from all taxes. Therefore, bidders shall prepare their bids excluding VAT. It's bidders responsibility to learn from relevant authorities (Ministry of Finance) and/or to review/confirm published procedures and to consult with a certified financial consultant as needed to confirm the scope and procedures of VAT exemption application as per VAT law, Ministry of Finance's General Communiqués and all other related legislation.
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input checked="" type="checkbox"/> 120 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.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted

Payment Terms	<table border="1"> <thead> <tr> <th>Deliverables</th> <th>Target Delivery date</th> <th colspan="2">Instalments, % (upon UNDP's approval of satisfactory services), payable within 30 days</th> </tr> </thead> <tbody> <tr> <td>Preliminary Report on Study Tour</td> <td>10 May 2015</td> <td colspan="2">30%</td> </tr> <tr> <td>Final Report</td> <td>15 June 2015</td> <td colspan="2">70%</td> </tr> </tbody> </table>				Deliverables	Target Delivery date	Instalments, % (upon UNDP's approval of satisfactory services), payable within 30 days		Preliminary Report on Study Tour	10 May 2015	30%		Final Report	15 June 2015	70%	
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	Preliminary Report on Study Tour	10 May 2015	30%													
Final Report	15 June 2015	70%														
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Supervisors.															
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). Only proposals that achieve at least 70% on the technical part will be considered as technically compliant. <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.															
Criteria for the Assessment of Proposal	Summary of Technical and Financial Proposal Evaluation		Points Obtainable	Company/Entity/Others												
				A	B	C										
	1.	Expertise of Firm / Organization submitting Proposal	20													

2.	Proposed Work Plan and Approach	20			
3.	Personnel	30			
	Total for technical proposal	70			
	Total for financial proposal	30			
	TOTAL – max obtainable points	100			

Technical Proposal (70%)

The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

- Form 1: Expertise of Firm / Organisation Submitting Proposal
- Form 2: Proposed Work Plan and Approach
- Form 3: Personnel

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity		
			A	B	C
Expertise of firm / organisation submitting proposal					
1.1	Reputation of Organisation and Staff (Competence / Reliability) / Previous work for major multilateral/ or bilateral programmes/ References/Green and CSR policy	5			
1.2	Experience with organising study tours, trainings and workshops for foreign delegations and familiarity with the regional peculiarities of Czech Republic; experience in tourism development will be an asset	5			
1.3	Available technical and human resources	5			
1.4	Czech experience related to renewable energies and reach out to relevant partners in the Czech Republic; experience with other transitional economies will be an asset	5			
Total Part 1		20			

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity		
			A	B	C
Proposed Work Plan and Approach					

2.1	Is the scope of task well defined and does it correspond to the TOR?	5			
2.2	Is the methodology of elaboration of requested documents well prepared and complex?	5			
2.3	Is the proposal well structured, work plan clear and is the sequence of activities logical, realistic and promise efficient implementation to the project?	5			
2.4	Have the important aspects of the task been addressed in sufficient detail?	5			
	Total Part 2	20			
Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity		
			A	B	C
Personnel					
3.1	Education level of personnel	10			
3.2	Proven track record in organizing events such as orientation visits, meetings and study tours, involving foreign officials and stakeholders; experience with UNDP will be an asset	5			
3.3	Relevant working experience i.e. related to renewable energies	5			
3.4	Language skills	5			
3.5	Excellent analytical, presentation and reporting skills and other technical skill	5			
	Total Part 3	30			
Financial Proposal (30%)					
To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.					
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider				

Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> Detailed TOR (Annex 3) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4) ¹ <input checked="" type="checkbox"/> Form for Submission of Financial Proposal (Annex 5) – THIS MUST BE SUBMITTED IN A SEPARATE ENVELOPE In addition to 2x hard copies, please also provide all the information on CD-R
Contact Person for Inquiries (Written inquiries only) ²	Murat Akin Procurement Manager Procurement.irh@undp.org Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

¹ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

² 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.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery³)

Offeror's location
Date

To: **UNDP Istanbul Regional Hub for Europe and the CIS, Key Plaza, Abide-i Hürriyet Cd. İstiklal Sk. No/11, Şişli, 34381, Istanbul, Turkey**

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP, 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;*
- b) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- d) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- 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.*

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 appropriate to the local conditions and context of the work.

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

C. **Qualifications of Key Personnel**

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

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

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

Terms of Reference

STUDY TOUR TO CZECH REPUBLIC TO LEARN EXPERIENCE IN SMALL HYDRO POWER DEVELOPMENT

1. Background

The objective of the project “Small hydro power (SHP) development in Kyrgyzstan”, implemented by UNDP with grant financing of GEF is to accelerate electricity generation in Kyrgyzstan by leveraging in private sector investment. This, in turn, is expected to generate global benefits of reducing CO₂/yr tons thereafter in avoided greenhouse gas (GHG) emissions. The project will do this by introducing a competitive private power framework to supply the grid with SHP-generated electricity at market-determined prices, assist the Government in closing private sector funded SHP investments.

With a per capita GDP of US\$ 600, the Kyrgyz Republic is among the poorest countries in the world, while at the same time it is among 30 most GHG intensive economies globally. Despite nearly universal 98% grid connection rate, since early 2000 inadequate access to electricity services has attained a chronic character in Kyrgyzstan, which has by now translated into the biggest energy crisis. The shortfall between demand and supply is exacerbated by high losses within the extensive, inefficient and obsolete distribution system, which in 2012 were estimated at 25% of total electricity distributed (or 4.9 billion kilowatt hours). Current power supply in many regions is characterized by frequent interruptions due to load shedding. Consequently, many households and enterprises were forced to switch to individual diesel and mazut (heavy oil)-fired generators to provide for back-up power when grid supply is not available. The Kyrgyz Republic views the expansion of generation capacity - primarily via the construction or expansion of large dams and fossil fuel-based plants in Bishkek and Osh - as central to its longer-term development prospects. However, in light of their large capital requirements and long gestation periods, these projects are very unlikely to materialize in short- or even medium-term. As an alternative, faster and climate-friendly solution to the acute energy crisis in Kyrgyzstan, this project will support the Government of Kyrgyzstan in harnessing its abundant small-hydro power potential based on the premises that smaller, more labor-intensive projects with lower capital requirements and shorter implementation periods represent a more economically and environmentally viable option. According to EBRD, by absolute indices of potential hydro resources and by concentration of potential hydro resources on the territory, Kyrgyzstan is ranked third among the CIS countries, after Russia and Tajikistan. The largest small hydropower potential is concentrated in northern, southern and eastern districts of the Republic. Its hydro potential electricity generation is estimated to total 163 TWh/yr, while only 73 TWh/yr is technically feasible and 48 TWh/yr economically exploitable. Roughly 162 MWh/yr is currently being exploited. During the Soviet era, Kyrgyzstan was assigned the role of providing hydro generation to the regional interconnected system. But the policy of the former USSR was to focus primarily on the construction and exploitation of large projects. As a result, many small plants (mainly up to 10 MW) that were in operation in the 1950s and 1960s were abandoned. At the moment, out of total 18,500 MW of installed hydro power capacity, only 32 MW constitute small hydro plants, all of them are more than 40 years old and in dire need of modernization.

According to the World Small Hydropower Development Report of 2013, the Czech Republic has already developed a major part of its small hydro potential. The report also refers to systematic growth in installed capacity of 2.5 MW/year that was observed in the last 10 years. In 2010, the Czech Republic had 1,452 small hydropower plants and a total installed capacity of 297 MW, generating 1,159 GWh per year.

Obviously the Czech Republic has a great tradition with small hydro-plants and similarly to KGZ, its operations were restricted during the socialist era as they were seen as competitors to the larger enterprises. Roughly 1/4 of the total hydro energy production is through small hydro plants (SHP) under 1MW and roughly 1/4 is through SHP between 1-10 MW.

The Czech Republic has practical experience in installation of hydro plants and in attracting investors into SHP construction. So far it has greatly progressed opening up great potential and opportunities for the development of SHP. State programs such as National Renewable Energy Action Plan stimulating private investment through CzechInvest and support to Investment projects via ECO-ENERGY Programme was of great contribution to lure investments that resulted in eighteen projects in 2010 with the total amount of support over €11 million and the mean share of 35 per cent of the investment cost. Support mechanisms for small hydropower in the Czech Republic reflect economic aspects of the small hydro investment process and its significance for the grid.

2. Expected Outcomes

Expanded and effective collaboration between the stakeholders in the area of SHP and RES development and promotion and Increased institutional and individual capacity to implement the Country’s commitments under the UN Secretary-General’s initiative “Sustainable Energy for All” and the National Sustainable Development Strategy of the Kyrgyz Republic for 2013-2017.

The challenges in the Kyrgyz Republic that have been preventing from sustainable promotion of the SHP and RES confirm the need for more capacity building activities with international on-site experience demonstration as well as mindset change activities. Learning the Czech Republic’s successful experience through the Study Tour will contribute to the overall aim.

3. Expected Outputs

- Experience of the Czech Republic on the cooperation and interaction mechanisms amongst the private sector and responsible authorities obliged to control quality of the environment due to Small Hydropower and Renewable Energy promotion is learned;
- Capacity of the participants is increased through the presentations and meetings on promotion and development of the SHP sector in the Czech Republic;
- Creation of enabling environment and experience of attracting investors into the sector is disseminated to the Kyrgyz Republic;
- Institutional, legal framework and Finance-Economic Mechanism in the area of SHP of Czech Republic and its best practices in SHP and RES led by private and public sector are replicated to the Kyrgyz Republic.
- Private manufacturing sector of the Kyrgyz Republic is encouraged and applies the standards and techniques of SHP equipment manufacturing.

#	Expected Outputs	Target Delivery Date
1.	Preliminary Study Tour Report that includes comprehensive annotated Programme of the Study Tour submitted and agreed with UNDP	10 May 2015
2.	Study Tour of the 15 participants from Kazakhstan	Second half of May 2015
3.	Final Report on the implemented work	15 June 2015

4. Programme of the study tour

A. Thematic topics to be covered

1. Czech and EU goals, policy and legislation supporting renewable energy and energy efficiency, experience from implementation and enforcement of legislation.
2. Presentation of ECO-ENERGY Programme and meeting with the Policy and regulatory bodies on Institutional, legal framework and Finance-Economic Mechanism.
3. Meeting with the Ministry of Environment of the Czech Republic to discuss the Experience on the cooperation and interaction mechanisms amongst the private sector and responsible authorities obliged to control quality of the environment due to Small Hydropower and Renewable Energy promotion;
4. Meeting with the CzechInvest for experience exchange on National Renewable Energy Action Plan and promotion and development of the SHP sector in the Czech Republic and on enabling environment and experience of attracting investors into the sector;
5. Overview of the structure and functionality of the Czech competitive electricity market

6. Analysis of international experience with renewable energy support schemes in traditional (monopolistic utility model) and competitive model (Third Party Access) – feed-in tariffs vs. tradable renewable energy quota (share)
7. Meeting with Private sector representatives to learn their experience and challenges vis-à-vis Governmental support.
8. Renewable energy (electricity) financial support scheme in the Czech Republic – pros and cons and lessons learned
9. Small hydro power development – feasibility study, business plan, project financing – key success factors and critical steps
10. Energy audits and Energy Performance certificates in RES SHP – legislation and experience with implementation
11. National and international funds supporting renewable energy – SHP
12. Field visits to renewable energy projects – small hydro power plants.

Field visit/meeting with producers of small hydro power equipment.

B. Institutions to be visited

- Ministry of Industry and Trade;
- Energy **Regulatory Authority**;
- **Energy** consultant involved in design and implementation of RE/EE policy and legislation and project development;
- State Environmental Fund;
- Bank that provides financing for small hydro projects;
- Municipality (City of Prague) with experience in energy management and implementation of EE projects including Energy Performance Contracting;
- CzechInvest;
- A producer of small hydro power plants
- Other as recommended by the Contractor

Participants of the study tour:

- 1) Potential investors and private sector;
- 2) NGOs from RES sector;
- 3) Specialists of the Ministry of Energy and Industry and other competent authorities.

5. Scope of work

1. Defining and putting together the programme of the Study Tour.
2. Arranging and facilitating the meetings with relevant Czech authorities, institutions and individual experts (if applicable) as per agreed programme of the study tour.
3. Taking care of the logistics for the study tour including identifying and booking suitable accommodation and meals, organizing local transportation services, communication, meeting rooms/facilities, etc.
4. Organizing one orientation/introductory meeting at the beginning of the Study tour, debriefing meeting with discussion of the results obtained and one social event.
5. Arranging Czech-Russian interpretation and translation of materials is required.
6. Preparation of the Report covering the topics discussed and institutions visited.
7. Collecting feedback from participants.

6. Institutional Arrangement

- a) Czech UNDP Trust Fund will directly supervise the Contractor. The Contractor will directly report to, seek approval/acceptance of output from Czech-UNDP Trust Fund, Programme Specialist.
- b) There will be a Preliminary Study Tour Report and a Final report at the beginning and at the end of the Project (Study Tour) respectively. The reports will be submitted to the person mentioned above in an electronic version and the final report including the financial statement of costs should be delivered also in print.
- c) In the course of performing the work the Contractor is expected to liaise with the relevant government servants from the Czech state institutions and/or regional authorities as well as civil society institutions/private sector operating in the area (if applicable).
- d) UNDP Kyzgystan (Project Manager) will provide any required information to the contractor on the participants from Kazakhstan delegation, their level of preparedness to participate in the discussion and responsibility within their own organizations.
- e) The project will not be able to provide any facility or logistics. The UNDP staff – members of the delegation (2 persons) will provide any possible administrative and organizational support and English-Russian translation where applicable.

7. Duration of the Work

The target date of commencement of the work is April 27, 2015 and expected completion date is June 15, 2015.

8. Qualifications of the Contractor

- a) At least 3 years of work experience in the area of government relations, organizing events, involving international travel and hosting of foreign delegations.
- b) Previous cooperation with national and international institutions responsible for formulating and monitoring of public policies, especially in the area of renewables;
- c) Familiarity with the regional peculiarities of Czech Republic (reach out to relevant partners); Czech experience related to renewable energies.
- d) Experience in cooperation with transition economies of Europe and Central Asia will be an asset.
- e) The team of 3 to 5 people (including an interpreter, in case presentations are not made in Russian language) consisting of expert (-s) in renewables and 2 supporting staff should be sufficient to organize and implement the project.

The expert staff involved in implementation should meet the following qualification criteria:

- Education level of personnel (preferably at master's level or equivalent), in a relevant discipline – such as economics, business administration, law and similar);
- At least 5 years of relevant working experience related renewable energies.
- Proven track record in organizing international events such as orientation visits, meetings and study tours inviting foreign officials and stakeholders;
- Experience with UN agencies is an asset
- Ability to collaborate on capacity development projects involving a diverse range of partners, and in cooperation with various stakeholders - strong preference will be given to those with experience in Post-Soviet region;
- Excellent analytical, presentation and reporting skills;
- Knowledge of English language, at least one member of staff must be fluent in Russian.

9. Scope of Bid Price and Schedule of Payments

- a) The following components must be included by the Proposer in the computation of contract price:

- The cost of participants travel around the Prague City and around the regions if applicable (transport should be arranged in advance);
- 6 Participant´ meals and beverages during the 5 days of stay
- Any costs in relations to meetings (e.g. conference rooms, equipment, drinks and coffee-breaks if necessary),
- Accommodation of the participants for all 5 days of stay;
- Administration and professional fee for the Contractor’s services;
- Interpretation Services;
- Any other costs relevant.

b) The following instalments will be done according to the deliverables stated above:

Deliverables	Delivery date	Instalments, %
Preliminary Study Tour Report	10 May 2015	30%
Final Report	15 June 2015	70%

Payments will be made only upon confirmation of UNDP on delivering on the contract obligations in a satisfactory manner.

10. Presentation of Proposal

The following detailed documents must be submitted by the /Applicant:

- Registration of Company/Civil Society Organization/Professional Association;
- Profile of Company/Civil Society Organization/Professional Association and list of implemented projects with reference list and client contacts for reference check indicating the e-mail addresses or fax numbers for contact persons;
- CVs of the Team Leader;
- CVs of other experts that the Contractor might use for the implementation of the activities;
- Clear presentation of methodology and approach describing all the steps which will lead toward the completion of the assignment;
- Detailed timetable of the proposed activities;
- Draft Programme of the Study Tour (with suggested institutions to visit and persons to meet)
- Suggestions on 1 social event (e.g. official dinner, sightseeing, or similar);
- Description of general logistics – what type of transport (public transport, rented mini/bus) will be used, type of accommodation (single rooms are required) and other services provided, including type of premises for lectures, technical equipment, refreshments, etc.

General Terms and Conditions for Services

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/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 the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this 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. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the 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 the 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, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2** 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, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the 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.
- 11.3** At the request of the 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 the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** 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 the UNDP, shall be made available for use or inspection by the 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.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor 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 United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and 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:

- 13.1** The recipient ("Recipient") of such information shall:
 - 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** 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 13, the Recipient may disclose Information to:

- 13.2.1** any other party with the Discloser's prior written consent; and,
- 13.2.2** 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 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:
 - 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
 - 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
 - 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3** 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 the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** 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.
- 13.6** 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.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the 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..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this 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 UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 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 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. 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 of Protection”) and Article 32 (“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.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs 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 United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers 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.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged 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 appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The 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.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.

Financial Proposal

Annex V

The Contractor is asked to prepare the Financial Proposal as a separate file from the rest of the RFP.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18.

The Financial Proposal must provide a detailed cost breakdown.

- In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

Note: 1) International travel and visa cost of participants will be covered from other resources.

2) UNDP participants, if any, will cover their accommodation and non organized meals by themselves, however, the Contractor will be responsible for assistance with all logistic issues in one package.

<u>Name of Offeror: PLEASE FILL-IN</u>				
<u>Price Schedule: Transfer of Czech Knowledge: Activating Kosovo Greenhouse Gas (GHG) Monitoring System</u>				
<u>Financial Proposal: – Study Tour to Czech Republic to Learn Experience in Small Hydro Power Development (Kyrgyzstan)</u>				
	Unit (e.g. hour, day, piece)	Number of units	Price per unit	Total price in USD
A. STUDY TOUR COST				
Accommodation for 6 participants for 6 nights (exact place and date to be suggested)	6	6		0
Full board and refreshment for 6 persons(5 days)	5	13		0
renting conference room				0
renting conference equipment				0
interpretation				0
translation of materials				0
External national experts	hour			0

study tour materials				0
pick up from/to the airport				0
local transportation				0
Organization fee:				0
- Internal experts	day			0
- other (<i>please, specify</i>)				0
- ...				0
Pocket money*	person/day	36	50	1800
other expenses (<i>please, specify</i>)				0
TOTAL				1800

* Calculated on the basis of UNDP Daily Subsistence Allowance rate and applicable where the full board and accommodation is provided.

In terms of logistics, please count with additional 2 participants from UNDP who will travel on their own costs (fully covered).

Price offer prepared by:

Date and signature: