

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: 21.08.2015

REFERENCE: 2015/23/RFP – Sharing good practices of Czech expertise in wildlife management through development of hunting in Kazakhstan

Dear Sir / Madam:

We kindly request you to submit your Proposal for 2015/23/RFP – Sharing good practices of Czech expertise in wildlife management through development of hunting in Kazakhstan

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

Proposals may be submitted on or before **16:00 EEST, 9 September, 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 21/08/2015

Description of Requirements

Context of the Requirement

UNDP in Kazakhstan supports Kazakhstan on its road to sustainable development with benefits for economy and people. It supports national efforts to protect globally significant biodiversity and address the threats of global warming and ozone depletion. It promotes the management of wetlands, mountain agrobiodiversity, and rangeland ecosystems. UNDP supports improved energy efficiency in heat and water supply systems, and increased use of renewable energy sources. Through the Small Grants Programme, which is supported by the Global Environment Facility, UNDP Kazakhstan provides funding to civil society for projects to protect the environment. Through outreach efforts, it informs citizens that their social and economic well-being depends on sound use of environmental resources.

Sustainable Wildlife Management (SWM) requires clear rules and roles for those involved in regulating, managing and using wildlife resources, just like other natural resource management sectors, such as forestry and fisheries. Harvest limits (quotas) must be based on regular monitoring of key wildlife populations using the best available scientific and local knowledge. Often it is more important to detect trends in wildlife population levels than try to collect precise numbers in order to make sure the harvest by hunters is sustainable. The basis for adaptive management is to recognize that natural systems are never static and that flexibility is required in applying quotas depending on the conservation status of a particular wildlife species. When practiced appropriately, SWM becomes an important tool for biodiversity conservation.

The economic value of wildlife resources is often overlooked or underestimated in national accounting systems. The reality is that wildlife represents not only a "natural asset" of a country (much like oil or gas) but also contributes to local livelihoods, supports tourism, and generates considerable revenues from hunting. Public support and awareness is crucial for the importance of wildlife when developing a SWM system. If local communities and organizations benefit from the use of wildlife, they are also more likely to help in the protection of this wildlife.

The Government of Kazakhstan considers wildlife protection and hunting management important issues and gives priority to them. In recent years, Kazakhstan has made considerable progress in this field and there seems to be genuine interest of the Forestry and Wildlife Committee and among stakeholders in moving further towards a SWM system in the country. The current Kazakh system for monitoring wildlife, assigning conservation status (red listing), and issuing hunting quotas, could be simplified and standardized based on international good practices. Kazakhstan has a potential to enhance international hunting tourism, however, this requires streamlining current

	Language Control of the Control of t
	processes for issuing import/export permits for international hunters. To facilitate international interest in hunting tourism and to demonstrate the conservation benefits of a limited and well-regulated harvest of a rare species, Kazakhstan could, for example, develop an experimental trophy hunting program on Argali.
	For more information please refer to the Terms of Reference (Annex III) and Hunting in Kazakhstan (Annex VI).
Brief Description of the Required Services	The Contractor and its experts will transfer knowledge, skills and good practices through two missions to Kazakhstan and a study tour to the Czech Republic, which will include meetings with the relevant stakeholders, a workshop and a training, on the following indicative topics: wildlife and hunting management system, application of legal aspects and legal instruments to ensure sustainable wildlife use through hunting sector management; public wildlife veterinary inspection service; monitoring and accounting of wildlife at the national level and in hunting concessions; financial mechanisms for sustainable hunting sector
	management; game breeding; assessment of trophy animals.
List and Description of	Inception Report
Expected Outputs to	Preliminary Report on the Study Tour
be Delivered	Final Report on the Study Tour
	Final Report
Person to Supervise	Czech-UNDP Trust Fund Programme Specialist
the	UNDP Country Office Manager
Work/Performance of	
the Service Provider	
Frequency of	The Contractor will report directly to the Supervisors. During the fulfilment of
Reporting	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
Progress Reporting	of the progress as well as any obstacles that might occur. The Contractor will produce the following written outputs submitted in English
Requirements	and Russian languages:
Requirements	 Inception Report including final presentations from Workshop;
	Training materials;
	 Detailed agenda of the study tour and logistics note for the participants;
	Preliminary Report on the Study Tour;
	• Final Report on the Study Tour, incl. final programme of the study tour,
	collected feedback from participants on both study tour and trainings, presenting the consolidated evaluation, lessons learnt, recommendations and possible follow up activities; • Final Report on the topic of improvement of wildlife management in Kazakhstan.
Location of work	Czech Republic, Prague, Region(s) in the Czech Republic to be specified by Contractor
F	Kazakhstan, Astana, Ust-Kamenogorsk, Zayssan
Expected duration of	September-December 2015
work	

Target start date	21.09.2015
Latest completion	31.12.2015
Travels Expected	Kazakhstan, Astana, Ust-Kamenogorsk, Zayssan (first mission) Czech Republic, Prague, Region(s) in the Czech Republic to be specified by Contractor (one study tour) Kazakhstan, Astana (second mission)
Facilities to be Provided by UNDP (i.e. must be excluded from Price Proposal)	 ✓ Study Tour Participants' return flight tickets, visa, insurance, see complete list in TOR ✓ Full Study Tour travel costs of 1 UNDP Project staff (incl. accommodation, meals) ✓ Local transportation costs of 2 experts deployed by the Contractor to travel in Kazakhstan (return flight tickets to Ust-Kamenogorsk, travel by car)
Implementation Schedule indicating breakdown and timing of activities/sub- activities	☑ Required
Names and curriculum vitae of individuals who will be involved in completing the services	⊠ Required
Currency of Proposal	☑ United States Dollars
Value Added Tax on Price Proposal	
	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 (Counting	☑ 120 days
for the last day of submission of quotes)	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	☑ Not permitted					
Payment Terms	Deliverables	Target	Delivery d	UNDP's a satisfacto	ts, % (upon approval of ry services), ithin 30 days	
	First Mission to Kazakhstan DELIVERABLE 1: Inception Report		lovembe 2015	30 % upor satisfactor of the wri	ry delivery	
	Study Tour to the Czech Republic DELIVERABLE 2: a) Preliminary Report of the Study Tour b) Final Report on the Study Tour		ecembe 2015	40 % upor satisfactor of the write outputs	ry delivery	
	Second Mission to Kazakhstan DELIVERABLE 3: Final Report		ecembe 2015	30 % upor satisfactor of the write outputs	ry delivery	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Supervisors.					
Type of Contract to be Signed	□ Contract for Professional Services					
Criteria for Contract Award	☑ 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.					
	☑ Full acceptance of the UNDP Continuous This is a mandatory criterion and can services required. Non acceptance of the Proposal.	not be	deleted	regardless of th	e nature of	
Criteria for the Assessment of Proposal	Summary of Technical and Financial Pr Evaluation	oposal	Points Obtai nable	Company/Entity	//Others	

			А	В	С
4	Formula of Figure / Committee				
1.	Expertise of Firm / Organization				
	submitting Proposal	20			
		20			
2.	Proposed Work Plan and Approach				
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		Company / Entity		/	Other	
Form	n 1	ble	Α	В		С	
Expe	rtise of firm / organisation submitting proposa	I					
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	At least 3 years of providing consultancy to public bodies, governmental institutions, public or private hunting concessions, or research institutions; preferably on the thematic areas relevant for the assignment (e.g. wildlife management, wildlife monitoring and accounting, game breeding)	5					
1.3	Working experience from the Czech Republic on wildlife management and monitoring system, Czech hunting system	5					
1.4	Experience in organizing study tours and trainings for participants from abroad, preferably ECIS countries (at least three similar assignments); previous cooperation with UNDP is an asset	5					
Tota	Part 1	20					

Propos	Technical Proposal Evaluation Form 2		Company / O Entity			Otl
Propo:	e		Α	В		С
	sed Work Plan and Approach					
	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				
	Is the proposal well structured, work plan clear and is the sequence of activities logical, realistic and promise efficient implementation to the project?	5				
	Have the important aspects of the task been addressed in sufficient detail?	5				
	Total Part 2	20				
Techni Form 3	ical Proposal Evaluation	Points Obtain	Compa	iny	/	Ot
Form :	3	able	Entity A	В		С
3.1	Education level of personnel (MA university degree in the area of natural sciences, biology, game management or other areas relevant for					
3.1	degree in the area of natural sciences, biology,	c 10				
	degree in the area of natural sciences, biology, game management or other areas relevant for the assignment) At least 5- year experience in consulting public and private bodies in the Czech Republic and abroad in the field of wildlife protection and	c 10 dd				
3.2	degree in the area of natural sciences, biology, game management or other areas relevant for the assignment) At least 5- year experience in consulting public and private bodies in the Czech Republic and abroad in the field of wildlife protection and management At least 5- year practical knowledge of hunting experience with Central Asian countries will be	c 10 dd				
3.2	degree in the area of natural sciences, biology, game management or other areas relevant for the assignment) At least 5- year experience in consulting public and private bodies in the Czech Republic and abroad in the field of wildlife protection and management At least 5- year practical knowledge of hunting experience with Central Asian countries will be an asset	c 10 dd dd ; 5				

☑ One and only one Service Provider
☑ Form for Submission of Proposal (Annex 2)
☑ Detailed TOR (Annex 3)
☑ General Terms and Conditions / Special Conditions (Annex 4)¹
☑ Form for Submission of Financial Proposal (Annex 5) – THIS MUST BE
SUBMITTED IN A SEPARATE ENVELOPE
☑ Background Information on Hunting in Kazakhstan (Annex 6)
In addition to two hard copies, please also provide all the information on CD-R (two separate CDs are required for technical proposal and financial proposal). Financial and technical offers must be submitted separately in a clearly marked envelopes ("Financial Offer", "Technical Offer", with CDs inside). It is also required to clearly mark the submission envelope with the tender reference number.
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.

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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

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]

Annex 3

TERMS OF REFERENCE

SHARING GOOD PRACTICES OF CZECH EXPERTISE IN WILDLIFE MANAGEMENT THROUGH DEVELOPMENT OF HUNTING IN KAZAKHSTAN

I. BACKGROUND

Sustainable Wildlife Management (SWM) requires clear rules and roles for those involved in regulating, managing and using wildlife resources, just like other natural resource management sectors, such as forestry and fisheries. Harvest limits (quotas) must be based on regular monitoring of key wildlife populations using the best available scientific and local knowledge. Often it is more important to detect trends in wildlife population levels than try to collect precise numbers in order to make sure the harvest by hunters is sustainable. The basis for adaptive management is to recognize that natural systems are never static and that flexibility is required in applying quotas depending on the conservation status of a particular wildlife species. When practiced appropriately, SWM becomes an important tool for biodiversity conservation.

The economic value of wildlife resources is often overlooked or underestimated in national accounting systems. The reality is that wildlife represents not only a "natural asset" of a country (much like oil or gas) but also contributes to local livelihoods, supports tourism, and generates considerable revenues from hunting. Public support and awareness is crucial for the importance of wildlife when developing a SWM system. If local communities and organizations benefit from the use of wildlife, they are also more likely to help in the protection of this wildlife.

There is a long tradition of hunting and using wildlife resources in Kazakhstan. Over the past 10 years, the Government has delegated responsibilities for wildlife monitoring and protection through the Forestry and Wildlife Committee (FWC) to a system of Hunting Concessions (HCs). Currently there are 698 HCs that occupy a total area of almost half of Kazakhstan (44%). The HC owners are required to develop their own Management Plans, hire local rangers, invest in infrastructure and submit Wildlife Monitoring Reports and Quota Requests to the Government. In return, the HC owners are given the exclusive right to issue hunting permits and provide services to hunters based on Annual Hunting Quotas set by the Government. In addition, FWC has encouraged public participation in wildlife management by entering into a public-private partnership with "Kansonar", an association representing the interests of Kazakhstan Hunting Unions and HC owners.

On one hand, the system of HCs seems like an innovative means to decentralize the management of wildlife and hunting in Kazakhstan. While it is different than the community-based natural resource management (CBNRM) approaches, used in countries such as Tajikistan and Pakistan, it does provide local benefits by hiring local rangers and offering hunting

opportunities to local hunters (especially to the members of Regional Hunting Unions). The HC system has also resulted in significant reduction in Government's public spending and provided new revenue streams through the collection of taxes on hunting quotas.

On the other hand, the current system faces numerous challenges. First and foremost, the sector itself has been unprofitable and very few of the 698 HCs are economically viable. Currently, HC owners spend on average 7 times more on their expenses than they receive in income from hunting. For now the expenses are covered by other means depending on the ownership of the HC; e.g. HCs managed by Regional Hunting Unions or private Hunting Clubs finance their expenses from membership fees, while individual owners use other businesses to cover their expenses. The real risk is that over time HC owners will reduce their investments in the critical activities of wildlife monitoring and protection or simply walk away leaving the HCs vacant and open to illegal hunting.

Another issue relates to the inability of HC owners to prevent other land use activities that may negatively impact wildlife populations and habitats in their areas. As there is currently no legal basis for recognizing wildlife production and hunting as legitimate, in some cases preferred land uses take over other activities. Such situations are threatening especially to those HC owners that have made substantial investments in their areas.

Moreover, as pointed by both international and national experts, the contribution of hunting to biodiversity conservation has not been assessed in Kazakhstan so far. Within this context, undertaking cost-benefit analysis of the hunting sector is key for the country at the moment, as such analysis would determine both economic value of the hunting sector, as well as feasibility of equitable financing of the hunting sector from the state budget.

The current Kazakh system for monitoring wildlife, assigning conservation status (red listing), and issuing hunting quotas, could be simplified and standardized based on international good practices. Kazakhstan has a potential to enhance international hunting tourism, however, this requires streamlining current processes for issuing import/export permits for international hunters. To facilitate international interest in hunting tourism and to demonstrate the conservation benefits of a limited and well-regulated harvest of a rare species, Kazakhstan could, for example, develop an experimental trophy hunting program on Argali.

As mentioned before, the Government of Kazakhstan considers wildlife protection and hunting management important issues and gives priority to them. In recent years, Kazakhstan has made considerable progress in this field and there seems to be genuine interest of FWC and among stakeholders in moving further towards a SWM system in the country. Political backing is important to highlight the benefits of this system as an integral part of the "Zhasyl Damy" (Green Development) Strategy for Kazakhstan. In order to support and extend current efforts to develop sustainable wildlife and hunting management in the country, in the beginning of 2014, the Government of Kazakhstan and UNDP in Kazakhstan have jointly launched and funded the project "Improving of the national policy on natural resources management, monitoring, conservation and sustainable use in the context of transition of Kazakhstan to green economy"

(Hunting project Kz). The project aims to support the measures to improve the policy and legislation related to wildlife management in Kazakhstan based on the targets stated on the Green Economy Strategy.

The project is active in two areas:

- Component 1. Development of the efficient legal and institutional basis wildlife and habitats management to ensure conservation and sustainable use of the nature assets of Kazakhstan
 - Under the implementation of Component 1 the project will improve legal basis related to wildlife protection, breeding and sustainable use. During the implementation, the world practice of legal tools application for ensuring sustainable use of wildlife through the management of hunting, recreational and scientific use of wildlife will be studied. In addition, regulatory legal acts on wildlife protection, breeding and use will be developed.
- Component 2. Demonstration of the efficient management practices outside protected areas in different ecosystems.
 - The second component aims to review and implement issues of ongoing information gathering system and monitoring of key and indicator species. During the process of project implementation the pilot hunting concessions will be selected. Based on these pilot hunting concessions, training activities for staff will be held on planning and decision-making issues related to wildlife protection and sustainable use. Financial mechanisms of sustainable hunting management will be reviewed and tested in pilot areas.

In addition, Kazakhstan also takes part in the UNDP-managed Biodiversity Finance Initiative (BIOFIN), active in 29 countries. The initiative was launched by UNDP and the European Commission (EC) in 2012 as a project "Building Transformative Policy and Financing Frameworks to Increase Investment in Biodiversity Management" that seeks to build a sound business case for increased investment in the management of ecosystems and biodiversity at the national level. With Governments of several other countries having joined this project since, it has grown into a multi-partner global endeavor, BIOFIN, set to run up to 2018. BIOFIN activities in Kazakhstan started in 2013 when the national Steering Committee was established. Their goal is to assist the Kazakh Government to determine the status and trends of biodiversity financing, as well as solutions to problems connected with shortage of resources. Institutional and financial analyses of biodiversity and ecosystem conservation have been conducted in Kazakhstan within the framework of BIOFIN, which considers hunting as one of the sectors affecting biodiversity trends.

II. OBJECTIVES

The overall objective of the tendered service funded by the Czech Trust fund is to transfer Czech expertise in wildlife management, conservation and breeding in order to improve wildlife management of Kazakhstan through the development of hunting.

The expected outcomes of the service delivered by the contractor are:

- 1. Shared expertise on how to improve Kazakh wildlife management through the development of hunting in following areas:
 - Strengthening of the legal framework for ensuring sustainable use of wildlife through adopting good hunting practices; setting up ways of controlling and monitoring of implementation of these legal tools/measures.
 - Wildlife management, conservation and breeding;
 - Conduction of monitoring and inventory of wildlife;
 - Approaches to the management of hunting concessions;
 - Conduction of economic assessment/valuation of ecosystem services in hunting and the links of these assessments/valuations to the System of National Accounts;
 - Demonstration of financial model for sustainable management of hunting areas.
- 2. Shared practical knowledge on the work of relevant governmental authorities and private and state hunting concessions regarding hunting development and wildlife management in the Czech Republic.

III. OUTPUTS AND TASKS

The Contractor will transfer knowledge, skills and good practices through two missions to Kazakhstan and a study tour to the Czech Republic. The Contractor will work under direct supervision of the Czech-UNDP Trust Fund Programme Specialist and in close collaboration with the Kazakhstan UNDP Country Office.

1. FIRST MISSION TO KAZAKHSTAN (tentatively second half of October 2015)

It is expected that the Contractor will deploy two experts with relevant Czech experience who will come to Kazakhstan. The Kazakhstan UNDP Country Office will be responsible for organizing the mission and the meetings with the following entities:

- Government authorities responsible for wildlife management at national and regional (oblast) levels;
- Republican association of hunting providers and hunters "Kansonar";
- Union of Hunters and Fishers;
- Pilot hunting concession.

The experts will also make a visit to a hunting concession area in order to get acquainted with the system of works (concession will be determined in the course of the works).

Apart from the meetings the experts will also deliver their own presentations at a **Workshop on national and international approaches to wildlife management and its conservation**, which will take place in the second half of October in Ust-Kamenogorsk (East-Kazakhstan regions). The presentations should address the following topics:

• Public wildlife management system in the Czech Republic;

- Scheme of hunting concession Management plan development, hunting concession from the economic viewpoint;
- Preparation scheme of species Management plan , wildlife monitoring and accounting system of the Czech Republic;
- Health of wild animals, experience of the Czech Republic.

Government authorities, hunting concessions and media will participate in the Workshop.

Below is the tentative agenda of the First Mission:

Date	Time	Activity
Day 0		Departure for Astana
Day 1	Early morning	Arrival to Astana, rest at the hotel
Astana	Afternoon	Meeting with:
		 UNDP Project Management staff;
		Association "Kansonar"
Day 2	Morning	Flight Astana - Ust-Kamenogorsk
Ust-Kamenogorsk,		Meeting in the Regional Territorial Inspection Office
Zayssan		Meeting with representatives of the Regional
		Hunters Union
	Afternoon	Travel to Zayssan HC (by car)
Day 3	All day	Getting familiar with Zayssan HC
Zayssan		
Day 4	Morning	Getting familiar with Zayssan HC
Zayssan, Ust-	Afternoon	Travel to Ust-Kamenogorsk (by car)
Kamenogorsk		
Day 5	All day	Presentations during the Workshop in Ust-
Ust-Kamenogorsk		Kamenogorsk
Day 6	Morning	Flight Ust-Kamenogorsk – Astana
Astana		Meeting with:
		 Forestry and Wildlife Committee
	Afternoon	Departure

In addition, the first mission to Kazakhst an will be related to the review of existing sources on wildlife manage ment, protectio and monitori

ng system of Kazakhstan and meeting with key stakeholders. In order to gain better general knowledge on current Kazakh practice, the Kazakhstan UNDP Country Office will provide the following materials to the Contractor for review before the mission:

- Legal acts on wildlife management of Kazakhstan in Russian language;
- Currently used methods of wildlife monitoring and accounting.

As a result, the Contractor will prepare an <u>Inception Report</u> in English and Russian based on the First Mission, examination of above mentioned sources and other relevant literature. The First Mission will also serve to better tailor the Study Tour programme.

2. STUDY TOUR TO THE CZECH REPUBLIC (tentatively November 2015)

The Contractor will organize a 7-day Study Tour to the Czech Republic for 10 participants from Kazakhstan, in order to share Czech expertise and experience and provide international comparison, case studies, examples of good practice and bottlenecks on the topics of interest. Kazakh participants of the Study Tour (9 people plus 1 accompanying person from Kazakhstan UNDP Country Office) will be comprised of staff members of the following institutions:

- The Forestry and Wildlife Committee of the Ministry of Agriculture of the Republic of Kazakhstan;
- Private hunting concessions;
- Representative of Association of Hunters "Kansonar";
- Regional (oblast) hunting unions;
- Nature Use Department of Regional (oblast) local governments;
- UNDP Kazahkstan.

The Contractor will be responsible for defining and putting together the programme of the Study Tour which will consist of training modules on sustainable wildlife management, as well as visits to relevant government authorities and private and independent institutions involved in the conservation and sustainable wildlife management, including monitoring of wildlife reproduction.

In particular, the Contractor will:

- Select participants in cooperation with Kazakhstan UNDP Country Office;
- Based on the Inception Report, identify priority areas and develop the programme of the Study Tour, including study tour goals and expected results, agenda (which should include one social event, e.g. dinner, sightseeing or similar), list of experts to be consulted and institutions to be visited and other activities (informal meetings, roundtables, discussions etc.), together with a logistics note, and summarize these in a Preliminary Report on the Study Tour in English and Russian;
- Facilitate and provide logistics of the whole Study Tour, including:
 - transportation and accommodation arrangements;
 - assistance with visa procedure (invitation letters);
 - interpretation (consecutive Russian interpretation is required during the whole Study Tour, including classroom sessions, site visits and meetings);
 - communication;
 - meeting rooms/facilities, etc.;
- Prepare and deliver a range of presentations by relevant practitioners and experts;
- Organize meetings with government authorities, responsible for wildlife management, hunting and veterinary science, and other relevant stakeholders;
- Organize visits to relevant hunting concessions and game breeding centers;

- Provide guidance materials to participants: programme and agenda, logistics note, presentations, documentation, guidelines, etc. All materials must be provided both in Russian and English to enable the participants to thoroughly learn the subject matter and terminology;
- Prepare a database of relevant Czech experts and institutions to be used for further consultations and networking;
- Prepare a <u>Final Report on the Study Tour</u> in English and Russian, which should summarize outcomes of the Study Tour, as well as include short presentations delivered by all participants about the future implementation of gained knowledge in their own work back in Kazakhstan (see Action Plan) and consolidated evaluation from participants (template available at the Czech-UNDP Trust Fund Website);
- Ensure all other relevant contacts and information, according to participants' needs and expectations.

Tentative agenda of the study tour should have the following structure:

- Day 1: Core training modules (lectures);
- Day 2-3: Meetings with public and municipal bodies on wildlife management and veterinary services;
- Day 4-6: Practical experience with breakdown into 2-3 groups, as per focus areas visits to hunting concessions focusing on e.g. game breeding, monitoring and accounting, management system, etc.;
- Day 7: Summarization of outcomes of the Study Tour, discussion of lessons learnt, short presentations, evaluation of the study tour.

Core training modules and presentations should include the following topics:

- Review of Czech public wildlife and hunting management system;
- Study of application of legal aspects and legal instruments (quotas, permits, contractual arrangements) to ensure sustainable wildlife use through hunting sector management;
- Study of work system of public wildlife veterinary inspection service, prevention and treatment of zoonotic diseases;
- Study of monitoring and accounting of wildlife at the national level, data collection, online processing, analytic capabilities;
- Study of monitoring and accounting of wildlife in hunting concessions;
- Demonstration of a model of financial mechanisms for sustainable hunting sector management with examples of private hunting entities;
- Demonstration of models of game breeding, by the example of hunting concessions.
 Artificial propagation of pheasants, partridges, hares, grouses, cocks of the wood and ungulates;
- Assessment of trophy animals.

Action plan

The participants will be expected to develop a concrete strategy or action plan on how they plan to put the knowledge and information obtained during the Study Tour into practice. These

strategies and plans should be based on lessons learned and should be adaptable and transferable to Kazakhstan settings, and in addition should also indicate the ways the participants wish to utilize the knowledge within their future work. The participants should be therefore encouraged throughout the Study Tour by the Contractor to develop specific steps that they will take to achieve the objectives and goals embodied in this training program. At the end of the Study Tour participants will hold short presentation to the other participants about their future steps concerning the topic of interest.

3. <u>SECOND MISSION TO KAZAKHSTAN (tentatively beginning of December)</u>

It is expected that the Contractor will deploy two experts with relevant Czech experience who will come to Kazakhstan. The Kazakhstan UNDP Country Office will be responsible for organizing the mission. The objective of the second mission will be presentation of the Final Report in a round table with all key stakeholders.

Below is the tentative agenda of the Second Mission:

Date	Time	Activity	
Day 0		Departure for Astana	
Day 1	Early morning	Arrival to Astana	
Astana	Afternoon	Meeting with UNDP Project Management staff	
Day 2	All day	Round table for stakeholders, Media	
Astana		Presentation of Outcomes	
Day 3		Departure	

The
Contract
or will
prepare
a <u>Final</u>
Report

(no less than 60 pages, excl. annexes and summary) in English and Russian on the topic of improvement of wildlife management in Kazakhstan.

The Final Report should address the following issues:

- Description of Czech public wildlife management system;
- Recommendations on the improvement of legislation of Kazakhstan in the field, presentation of regulatory standards that would help to provide interaction of government authorities and business entities related to wildlife protection, reproduction and use;
- List of documents (enactments, methods) that could foster the improvement of wildlife
 accounting and monitoring system in Kazakhstan, presenting a system on enhancement
 of accounting method optimization and implementation approaches, as well as
 presenting Czech operational expertise in the wildlife accounting and monitoring;
- Proposals on adaptation of the Kazakhstan Red Book to current requirements on monitoring and use of rare and red-listed species of animals;
- Presentation of the nature, approaches, schemes and development methodology of Species Management Plan, incl. examples from the Czech Republic;

- Presentation of the nature, approaches, scheme and development methodology of Hunting Management Plan, incl. examples of Management Plans of Czech hunting concessions;
- Description of economic security system of hunting concession development in the Czech Republic;
- Presentation of approaches and methods of Wild Animal Health Management, incl. veterinary aspects, technical support in developing enactments related to wild animal health protection, exchange of information with international veterinary centers and coordination of joint actions on prevention and control of dangerous zoonotic diseases.
- Proposals on financial stability of hunting concessions in Kazakhstan, incl. keeping up of
 population of animals, support of ranger staff and fleet of vehicles, hunting concession
 infrastructure, based on an example of hunting concessions of the Czech Republic;
- Presentation of a cost-benefit analysis on an example of one hunting concession (incl. a proposal of assessment methodology), determining both economic value of the hunting sector, as well as feasibility of equitable financing of the hunting sector from the state budget.
- Proposals on game breeding in hunting concessions and protected areas of Kazakhstan, incl. development of partnership relations with Czech game breeding institutes.

IV. SCHEDULE AND DELIVERABLES

- Duration: September December 2015
- Expected number of working days (man-days): = 70
- Expected number of consultants assigned: 2 3

Deliverab	oles	Payment	Delivery
			Date
First Miss	sion to Kazakhstan		
1. pr	Inception Report including final resentations from Workshop	30 % upon satisfactory delivery of the written outputs	15 November 2015
Study To	ur to the Czech Republic		
1. To	Preliminary Report of the Study our, incl. the agenda	40 % upon satisfactory	15 December
2.	Final Report on the Study Tour	delivery of the written outputs	2015

Second Mission to Kazakhstan		
1. Delivery and presentation of the	30 % upon	31
Final Report on improving management of	satisfactory	December
wildlife and hunting concessions in Kazakhstan	delivery of	2015
in a comparative analysis with the system	the written	
applied in the Czech Republic	outputs	

V. QUALIFICATION CRITERIA

Contractor

- At least 3 years of providing consultancy to public bodies, governmental institutions, public or private hunting concessions, or research institutions; preferably on the thematic areas relevant for the assignment (e.g. wildlife management, wildlife monitoring and accounting, game breeding)
- Working experience from the Czech Republic on wildlife management and monitoring system, Czech hunting system;
- Experience in organizing study tours and trainings for participants from abroad, preferably ECIS countries (at least three similar assignments); previous cooperation with UNDP is an asset;
- Appropriate references will be considered an advantage.

Project Personnel

Education: Advanced university degree (Master's) in natural sciences, biology, game management or other areas relevant for the assignment;

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

- At least 5- year experience in consulting public and private bodies in the Czech Republic and abroad in the field of wildlife protection and management;
- At least 5- year practical knowledge of hunting; experience with Central Asian countries will be an asset;
- Proven track record in organizing study tours and trainings for foreign officials and stakeholders (at least 3 similar assignment); previous working experience with UNDP or other international agencies will be an asset.

Language and other skills

- Proficiency (verbal and written) in English, knowledge of Russian or Kazakh will be an asset;
- Excellent communication, analytical, facilitation, writing and presentation skills;
- Strong organizational awareness, client orientation and government advisory skills;
- Ability to establish effective working relations in a multicultural team environment.

VI. REPORTING

During the fulfilment of their works, the Contractor will ensure regular communication with the UNDP Project Unit prior to the delivery of expected results. The Contractor shall ensure quality and timely delivery of the expected results and will regularly inform the Project Manager of the progress as well as any obstacles that might occur.

The Contractor is responsible for submission of:

- **Inception Report** incl. final programme of the mission, agenda of the meetings, study materials and presentations that were presented at the workshop/round table held in Kazakhstan;
- **Detailed agenda** of the Study Tour and **logistics note** for the participants.
- **Preliminary Report on the Study Tour** detailed description of the study tour activities, meetings and site visits for the study tour in the Czech Republic and the agenda.
- **Final Report on the Study Tour**, incl. final programme of the Study Tour and trainings, all study materials, collected feedback from participants, presenting the Consolidated Evaluation (to be downloaded from Czech-UNDP website), lessons learnt, recommendations and suggestion of possible follow up activities, presentations of participants on their future work.
- **Final Report** a report of advisory nature on the improvement of wildlife and hunting management system of Kazakhstan.

The Contractor will report to the UNDP program officers (Czech-UNDP Trust Fund Programme Specialist, Kazakhstan UNDP country office Project Manager). The Contractor must inform the supervisors of the progress as well as any obstacles that might occur. Programmatic and financial reporting must conform to the requirements specified in the Contract, signed between the contractor and UNDP.

Also the Contractor will be responsible for the collection of all necessary documents, such as procurement related documents, account invoices, receipts, payroll records and other documents that confirm the legality of expenditures.

In addition, the Contractor should provide to UNDP all photos and other visual materials collected/made during this project. Both printed and electronic versions of the final report should be delivered to UNDP Istanbul Regional Hub and Kazakhstan UNDP country office. Electronic versions of other written outputs should be sent to both UNDP Istanbul Regional Hub and UNDP country office via email. All reports must be typed in ARIAL, size 11, A4.

VII. CONTENT OF THE PROPOSAL

This section is further specifying what information must be elaborated in the technical proposal (apart from standard information regarding selected methodology, time frame, description of activities, suggested solutions etc.)

The following detailed documents must be submitted by the Contractor:

- 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;
- CV 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;

The following information related to the study tour in the Czech Republic must be specified in detail in the technical proposal:

- Draft program of the event: selection of experts to consult and of institutions to visit;
- Time schedule of the meetings and lectures, please include 1 social event for the participants (e.g. official dinner, sightseeing etc.);
- Description of the institutions; CVs of the lecturing experts;
- Type of accommodation and other services provided, including type of conference room/s used, refreshments etc.;
- General logistics what type of transport (public transport, rented mini/bus...);
- Other proposed activities (informal meetings etc.).

The Contractor is also responsible for identifying suitable lunch and dinner venues, to make a reservation and accompany the group.

The following information related to the mission and workshop in Kazakhstan must be specified in detail in the technical proposal:

- Draft programme of the mission;
- Selection of experts to deliver presentations (CVs of the experts attached).

The <u>budget estimate should be prepared in USD</u> separately for each activity according to the attached template (Annex V). The budget estimate shall include:

- Expert fees for preparation of Inception Report and Final Report;
- Expert fees for both missions to Kazakhstan and related travel costs;
- Accommodation in a minimum 3-star hotel in Prague (fixed budget line in the budget template, 125.5 USD per night is allocated);
- Full board (fixed budget line, Contractor should be able to find suitable venues with appropriate standard of services);
- Renting meeting space and refreshments (approx. 2 coffee breaks per working day, depending on the program);

- Transport from/to the airport plus other local transport costs (e.g. public transport);
- All materials prepared for the participants (handouts, information package etc.);
- Costs for 1 social event (such as official welcoming dinner applicable for short study tours, or other suitable event);
- Organization costs (please specify what is included);
- Pocket money (fixed budget line in the budget template);
- Cost of Russian interpretation service during the study tour to the Czech Republic;
- Other costs if applicable.

The Kazakhstan UNDP country office will cover the following costs related to the Mission of the Czech experts in the country and the Study Tour in the Czech Republic:

- Fee for the national experts wildlife management specialists that will accompany the Czech experts during their mission in the country;
- Local transport in the country during the experts' missions to Kazakhstan, including return flight tickets from Astana to Ust-Kamenogorsk;
- Interpretation from Kazakh, Russian to English during the missions of experts in Kazakhstan;
- Workshop costs (refreshment, materials...) during the missions of experts in Kazakhstan;
- Return flight tickets for 10 Study Tour participants from Astana to Prague;
- Visa and insurance for 10 Study Tour participants;
- Accommodation, meals and pocket money of 1 accompanying person from Kazakhstan UNDP Country Office during the Study Tour.

In addition to two hard copies of both the technical proposal and the financial proposal, please also provide all the information on CD-R. Two separate CDs are required for technical proposal and financial proposal.

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:

- **8.1**The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- **8.2**The 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.
- **8.3**The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- **8.4** Except 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.
- 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.
- 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.
- 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.
- 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 5

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

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.

- Due to changes in VAT law after the EU accession we would like to recommend you to
 consult your local Tax Office and obtain correct information about the VAT reimbursements
 applying for your country. The total price in the proposal has to be calculated based on this
 information (i.e. if VAT will be reimbursed to you it should not be included in the total amount
 and vice versa).
- 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.

Name of Offeror: PLEASE INDICATE NAME OF YOUR COMPANY HERE

Financial Proposal: Sharing good practices of Czech expertise in wildlife management through development of hunting in Kazakhstan

	Unit (e.g.			
	hour, day, piece)	Number of units	Price per unit	Total price in USD
A. INCEPTION REPORT				
Expert fee				
Other costs (please specify)				
B. FIRST MISSION TO KAZAKHSTAN				
Expert fee (person no. 1)				
Expert fee (person no. 2)				
Travel costs (i.e. return flight ticket to Astana)				
DSA				
Other costs (please specify)				
C. STUDY TOUR TO THE CZECH REPUBL	IC	1	1	1
Accommodation (minimum 3-star hotel is				
required, single rooms required) for 9				
participants for 7 nights (exact place and date to				
be suggested)*	7	9	125.5	7907
Full board including coffee breaks*	7	9	75.5	4757
Renting conference room				(
Renting conference equipment				(
Translation of materials				(
External national experts	hour			(
Study tour materials				(
Pick up from/to the airport				(
Local transportation				(
Organization fee:				(
- Internal experts	day			(
- other (please, specify)				(
Interpretation services				(
Pocket money*	7	9	50	3150
Social event				(
Other costs (please specify)				
D. FINAL REPORT				
Expert fee				
Other costs (please specify)				
E. SECOND MISSION TO KAZAKHSTAN				
Expert fee (person no. 1)				
Expert fee (person no. 2)				
Travel costs (i.e. return flight ticket to Astana)				
DSA				
Other costs (please specify)				
TOTAL				
*Calculated based on current UNDP DSA rates for	or Prague (25	l USD in tota	ıl, pocket ı	money
calculated as 20% of DSA when full board is pro	_		•	-
Price offer prepared by:				
Date and signature:				

ANNEX VI

BACKGROUND INFORMATION ON HUNTING IN KAZAKHSTAN

I. COUNTRY CONTEXT

Kazakhstan is the largest landlocked country in the world and the 9th largest country overall, occupying about 2.7 million km². Population size is only 17 million people, making Kazakhstan one of the least densely populated countries in the world (at 6 people/km²), behind Canada and Australia.

Due to its vast territory (almost the size of Western Europe), Kazakhstan has a rich diversity of ecosystems, flora and fauna, especially in the high altitude zones. Four major ecological systems can be defined: forests (2 % of the country), steppe (28 %), desert (32 %), and mountains (7 %). The rest comprises pastures (8 %), fallow lands (4%), and agricultural lands (19%). Over 6,000 species of higher vascular plants, 5,000 species of mushrooms, 485 species of lichens, 2,000 species of sea weeds, 178 mammal species, 489 bird species, 12 amphibian species, and 104 fish species are known from Kazakhstan⁴.

The system of Protected Areas (PAs) in Kazakhstan includes State Nature Reserves (10 – IUCN Category I), National Parks (12 – Cat. II), and State Natural Reservats (5). These types of PAs (representing less than 3 % of the country) are aimed at conservation of biodiversity in-situ and have the status of a legal entity (e.g. its own administration and protection staff). As a result, wildlife protection is reasonably good for these areas. In contrast, there are 51 State Nature Reserves ("Zakazniks"), 26 Natural Monuments, and 5 State Reserve Zones that do not have dedicated staff or protection. By the end of 2013, this system of PAs covered a total of 23,290 km², or 8.6 % of Kazakhstan (Ministry of Environment and Water Resources - MEWR, 2014)

Despite its vast size and low population density, many wildlife species are rare or endangered, mostly due to habitat destruction and illegal hunting². The Red Data Book of Kazakhstan (2006) lists 125 species of vertebrates (15 %), including 40 mammals and 57 bird species. The resource-oriented nature of the economy continues to put pressure on ecosystems as large areas are developed for oil/gas or mining with associated transportation networks providing easy access into previously remote areas.

Kazakhstan is a signatory to five international conventions directly applicable to conservation and sustainable use of biodiversity: the Convention on Biological Diversity (CBD), the Convention for the Protection of the World Cultural and Natural Heritage (World Heritage Convention), the Convention on the Conservation of Migratory Species of Wild Animals (CMS), the Convention on Wetlands of International Importance (Ramsar), the Convention on

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⁴ CBD Secretariat – Kazakhstan Country Profile (2014)

International Trade of Endangered Species of Wild Fauna and Flora (CITES), as well as the United Nations Convention to Combat Desertification (UNCCD).

Kazakhstan is currently in the process of revising and updating its National Biodiversity Strategy and Action Plan (NBSAP), including setting national targets, with consideration given to the Strategic Plan for Biodiversity 2011-2020 and its Aichi Targets. The new NBSAP will be anchored in national development frameworks and integrate aspects on, for example, mainstreaming, valuation of ecosystem goods and services, and challenges/opportunities linked to ecosystem-based adaptation and resilience. The new draft NBSAP is currently on hold as a result of the transfer of responsibilities of the Ministry of Environment and Water Resources (no longer exist) to the Ministries of Agriculture and Energy in late 2014.

Kazakhstan has adopted **the Concept of transition of the Republic of Kazakhstan to a Green Economy** with the aim to harmonize relations between people and the nature. The main priorities for the transition to "green economy" include:

- More efficient use of resources (water, land, biological) and their effective management;
- Modernization of existing infrastructure and construction of new infrastructure;
- Improved welfare of the population and the quality of the environment through costeffective ways for mitigation of pressures on the environment;
- Enhancing national security, including water security.

With regard to the management of wildlife it was noted that wildlife provides opportunities for "green" investments in the areas of sustainable hunting, sport fishing and ecotourism.

II. GOVERNANCE OF HUNTING AND WILDLIFE MANAGEMENT IN KAZAKHSTAN

Kazakhstan has a long tradition of hunting and it remains a popular activity, particularly in rural areas. There are currently 130,000 licensed hunters in Kazakhstan (about 0.6 % of the total population). According to current legislation, 93 wildlife species can be hunted (34 mammals and 59 birds).

The primary responsibility for wildlife management, hunting and control of Hunting Concessions (HCs) in Kazakhstan rests with the Forestry and Wildlife Committee (FWC), which is one of several committees under the Ministry of Agriculture, Government of the Republic of Kazakhstan. At national level, FWC has a central unit, head of departments and several experts. It also has oblast-level (regional) branches with Regional Inspectors; however, its structure does not extend further to local levels. FWC is generally responsible for implementing national policy related to forestry, the protection and sustainable use of wildlife, species and PAs. It has the responsibility to ensure the conservation of Kazakhstan's biological diversity and ecosystem health. FWC is also responsible for management of national-level PAs and for implementing international conventions related to the environment (e.g. CBD, CITES and CMS).

Legal framework: Kazakhstan has adopted a number of laws aimed at protecting ecosystems, including the Constitution of the Republic of Kazakhstan, the Environmental Code (2007), Forest Code, Water Code, and Land Code.

A number of legal instruments regulate hunting and the use of wildlife, including:

- Law of the Republic of Kazakhstan on the *Protection, Reproduction and Usage of Wildlife* (#593-II of July 9, 2004) updated every 3 years through regulations;
- ➤ Rules of Hunting on the Territory of Kazakhstan, Affirmed by the Resolution of Government of Kazakhstan #21458 of December 31, 2004 (latest amendments on July 2, 2012);

In 2004, under the auspices of the Law on the *Protection, Reproduction and Usage of Wildlife*, an initiative began to develop a system of HCs in all 14 regions (oblasts) of Kazakhstan. Between 2004 and 2006, a total of 36 regulations were passed to support and regulate this system. Between 2006 and 2008, about 300 HCs were assigned on a competitive basis.

Since
2012,
the FWC
has
entered
into a
publicprivate
partners
hip with
Republic
an

Association of Hunters and Hunting Entities "Kansonar" (Kansonar Association) – an association representing the interests of hunters in Kazakhstan with memberships including the Republic Union of Hunters and Fishers of Kazakhstan, Regional Hunting Unions and HC owners. As part of a tendering process, the FWC selected Kansonar and delegated the following responsibilities to the Association:

- Training and issuing documents for licensing of new hunters;
- Reviewing wildlife monitoring data and quota requests from HCs;
- Distributing hunting quotas to HCs based on quota limits set at regional levels by FWC and approved by the Ministry of Agriculture; participating in attachment of hunting areas to hunters;
- Raising awareness and support for hunting in Kazakhstan (including using trained dogs for hunting).

Kansonar does not currently receive Government funding to perform its tasks. Additionally, the partnership with the FWC is time-limited (4 years) after which a new tendering process will begin to select an association to carry out these tasks. Kansonar is currently funded from issuing new hunting licenses, providing hunter training and collecting membership fees. Kansonar is also actively involved in preparing new proposals for changes to wildlife and hunting regulations.

Regional Hunting Unions are members of Kansonar through the national Republican Union of Hunters and Fishers for Kazakhstan based in Almaty. Approximately 60 % of all HCs (see below) are members of this Union. The national and regional Unions provide services to hunters. For example, the East Kazakhstan Hunting Union has about 10,000 members that pay annual fees to the Union and can hunt in one of the 17 HCs managed by the Union. The Union has game managers and rangers that oversee wildlife monitoring and protection in the HCs.

Approximately 85 % of Kazakhstan (2.3 million km²) has now been designated as "hunting areas" of which 53 % (1.2 million km²) are covered by approximately 698 **Hunting Concessions** (HCs) where the Government of Kazakhstan has delegated the responsibility for monitoring and

protecting wildlife species to HC owners that, in return, are provided with the exclusive right to offer hunting opportunities to local, national and international hunters.

Wildlife is still the property of the State and the HC owner has no rights to the land included in the HC area. The term of the lease depends on the category of the HC (see below).

Categories of HCs: HCs are divided into five Categories depending on size, wildlife productivity and diversity, and land status. The highest Category (Cat. I) includes the largest and most productive areas, several different species of ungulates, and may have some parts as private land – these areas are provided leases for up to 49 years. The lowest categories (Cat. IV and V) are smaller and usually have only one or two species of ungulates that can be hunted – these are given leases of 10 years. Category III HCs receive leases for 30 years. Less than 5 % of all HCs currently belong to Categories I and II, while the smaller Categories (IV and V) represent over 82 % of all HCs.

Currently, about 78 % of all HCs are registered to legal entities (e.g. limited company or legal entity) while the remainder (22 %) is registered to individuals. Ownership structures vary and can include:

- Regional Hunting Unions (e.g. East Kazakhstan Hunting Union manages 17 different HCs);
- > Private Hunting Clubs (e.g. "Manul" HC where 500 members have exclusive rights to hunt);
- ➤ Conservation NGOs (e.g. ACBK manages 2 HCs on the range of the Saiga antelope (Saiga tatarica) mainly for conservation and protection purposes);
- ➤ Entrepreneurs or business people interested in wildlife management and (in some cases) making hunting a viable business most HCs are owned by this category.

The FWC, until recently, assigned HCs on a lease basis to individuals,

regional Hunting Unions or limited companies based on a competitive tendering process. This has now been delegated to Local Administrations in the regions (oblasts). Once the tendering process is complete, the new owner signs an Agreement with the Government (FWC) that identifies the responsibilities of the HC owner.

Under the Agreement with Government, the HC owner is expected to:

- Prepare a Management Plan for the HC that includes detailed mapping, inventory of natural resources, climate conditions, economic evaluations, etc.;
- Prevent degradation of wildlife habitats within the HC;
- Provide wildlife protection by hiring local rangers (numbers prescribed by Government), who are issued ID cards and given the right to wear a uniform, carry firearms and "make protocol" (which is essentially the procedure for reporting illegal hunters (poachers) to the Police and Regional Inspection Unit);
- Monitor wildlife populations in the HC and submit reports on wildlife numbers as well as requests for a quota on game species to the Regional Inspection Unit in a timely manner;
- Provide infrastructure that would be necessary for hunting and monitoring of wildlife in the HC (e.g. camps, vehicles and horses);
- Follow requirements of the relevant law and regulations.

Thus, the FWC has delegated Government responsibilities for wildlife management, monitoring and protection to the HC owners – these delegated responsibilities cover 1.2 million km², or 44

% of the entire country of Kazakhstan. In return, the HC owners are given the exclusive right to provide hunters with hunting opportunities and services within their designated HC.

The broadened mandate for FWC in the Ministry of Agriculture should come with a stronger voice to promote wildlife conservation and sustainable use, not just within the Ministry of Agriculture, but across Ministries in the Government. The recent decentralization of wildlife management, that includes monitoring and protection, to HC owners across 44 % of the entire country should be seen as a positive development. From a Governmental perspective, this reduces public spending and promotes public-private partnerships. From a wildlife management perspective, it encourages public participation, provides local benefits from using wildlife resources, and potentially results in better protection and monitoring of wildlife outside of PAs in Kazakhstan.

Likewise, the creation of Kansonar as a national association and public body, representing the interests of hunters across Kazakhstan and assisting the FWC in wildlife and hunting management, could be seen as positive development.

The HC system is relatively new and there are still expectations by both the Government and new HC owners that HCs can be run like a business and be economically viable or even making profit. These expectations are unrealistic and most HCs currently operate at loss. This probably represents the greatest threat to the viability of the HC system and may result in some owners walking away, while others stop investing in wildlife protection and leave their areas open to illegal hunting. From a governance perspective, changes in existing legislation are necessary to provide more security for HC owners, particularly with respect to resolving conflicting land uses. In some areas (particularly remote areas, wetlands and high elevation areas), wildlife represents the most valuable and productive natural resource and habitats should be designated primarily for wildlife management, protection and sustainable use; in other words, they should be given higher priority than other land uses, such as agriculture.

Other issues could be addressed through changes in policy and procedures designed to facilitate and support the work of the HC owners. Managing a HC is very different from managing a farm or a wood lot and this needs to be reflected in the Government expectations and requirements on HC owners.

III. WILDLIFE MONITORING SYSTEMS

A variety of systems are currently being used in Kazakhstan to monitor wildlife population abundance, distribution and movements. The most sophisticated systems are used in species-specific research and recovery programs, particularly for rare species. For example, according to MEWR (2014), the Government of Kazakhstan invested KTZ 678.8 million (USD 3.7 million) during 2013 to support research, monitoring and protection of Saiga antelope (*Saiga tatarica*). This included using satellite telemetry for tracking movements and aerial surveys with photo interpretation to estimate population size. The Saiga work is led by **Okhotzooprom**, a state agency under the FWC responsible for protection and monitoring of rare species and Saiga, and implemented in collaboration with the Association for Conservation of Biodiversity in Kazakhstan (ACBK – the largest conservation NGO in Kazakhstan).

Kazakhstan has its own system for listing rare species (Kazakhstan Red Book) – a process, which is managed by the **Institute of Zoology**. Species listed in the Red Book are protected from hunting and monitored by the State through Okhotzooprom. The most recent edition of Kazakhstan Red Book was published (in Russian and Kazak only) in 2010, with no significant species additions or deletions since the previous review from 2006. Five ungulate species are currently included in the Red Book: Bukhara, or Tugai Deer (*Cervus elaphus bactrianus*), Goitered Gazelle (*Gazella subgutturosa*), Asiatic Wild Ass (*Equus hemionus*), Argali (*Ovis ammon subspp.*) and Transcaspian Urial (*Ovis vignei arkal*). The most recent population estimates for red listed ungulate species and for Saiga provided by Okhotzooprom suggest steadily growing populations at different rates (see Table 1).

Table 1. Population estimates for rare species of wild ungulates in Kazakhstan, 2010 - 2013 (MEWR, 2014).

Species	Population estimate by year					
	2010	2011	2012	2013		
Bukhara deer (<i>Cervus</i> elaphus bactrianus)	418	421	451	465		
Goitered gazelle (Gazella subgutturosa)	12,054	12,100	12,623	12,888		
Asiatic wild ass (Equus hemionus)	2,477	2,500	2,920	3,222		
Argali (Ovis ammon subspp.)	13,246	13,597	13,872	14,525		
Saiga antelope (Saiga tatarica)	85,500	102,000	136,600	187,000 ⁵		

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⁵ The population estimate for Saiga in 2014 is 256,000, according to Okhotzooprom.

The population increase of Saiga is particularly remarkable, representing an annual increase of 37 % between 2012 and 2013. It is not clear, whether this increase is due to improved monitoring techniques (e.g. covering a larger area of Saiga range) or to exceptional recruitment and no natural mortality. However, the 2014 survey was carried out by ACBK using the best available survey techniques and it is possible this population estimate is more accurate than the previous estimates.

Monitoring of other wildlife species, particularly outside PAs and related to game species, is done by the HCs that submit their numbers to the Regional Inspection Units of FWC. On the basis of these numbers, extrapolations are done to the whole country and trends are identified to determine hunting limits of game species. The quality of this wildlife monitoring and the resulting numbers vary greatly from expert opinions to "guesstimates" made without actually spending time in the field. There is currently no standard methodology for monitoring and the resulting numbers are questionable (see Table 2).

Table 2. Counts of different game species based on information collected from HCs in Kazakhstan, 2008-2013 (MEWR, 2014).

Species	.Year							
	2008	2009	2010	2011	2012	2013		
Wild Boar (Sus scrofa)	18,377	19,458	20,981	23,451	27,169	29,061		
Musk Deer (Moschus moschiferus)	400	351	376	378	466	485		
Maral (Cervus elaphus sibiricus) ⁶	8,234	7,930	8,486	9,312	10,771	10,860		
Roe Deer (Capreolus pygargus)	62,420	61,104	60,477	65,110	69,323	74,025		
Moose (Alces alces)	2,717	2,768	2,443	2,816	3,627	4,354		
Siberian Ibex (<i>Capra</i> sibirica)	16,207	18,903	19,002	20,763	16,688	16,773		
Brown Bear (Ursus arctos)	1,558	1,567	1,539	1,610	1,859	2,199		
Fox (Vulpes vulpes)	140,291	131,251	129,649	139,132	137,475	155,328		
Hare (all species)	1,030,129	1,046,747	805,278	804,742	866,733	861,147		
Geese (all species)	9,711,962	12,145,584	6,522,470	5,973,405	7,964,745	6,531,973		

⁶ Considered a subspecies of Red Deer (as is Bukhara Deer) and also resembles the North American Elk, or Wapiti (*Cervus canadensis*).

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Pheasant (Phasianus	263,586	316,233	250,253	311,449	309,903	293,059
colchicus ongolicus)						

It appears most populations of ungulates are slowly increasing — wild boars more so than the others. Ibex populations appear to be stable while there seems to be a decline in waterfowl populations, as represented by geese (this has been attributed to changes in migration patterns). It is also not clear, why musk deer is categorized as a "game species" and not included in the Kazakhstan Red Book, given its low numbers.

The HCs are required to submit wildlife monitoring reports of all game species, as well as rare species, to the Regional Inspection Unit at regular intervals. Most local rangers are experienced at identifying and spotting key game species; however, in the absence of standard monitoring and survey techniques, interpretation of the data submitted by HCs becomes difficult. In Kazakhstan, the UNDP/FWC Wildlife Project is trying to standardize survey methods and routes within the pilot HCs using GPS technology which would allow for replication of monitoring and, hopefully, more reliable results.

The relatively large investment the Government of Kazakhstan is making in the protection and monitoring of Saiga antelope is understandable, given that it has about 90 % of the global population of Saiga. There is no question the techniques and tools used in Saiga conservation are well beyond what is used for other species and, most definitely, what is available to HC owners in other parts of the country.

The country-wide estimates for other wildlife species (see Table 2) can only be interpreted as extrapolations or "guesstimates". What is more important for wildlife management decisions is to obtain reasonable estimates from monitoring specific areas (e.g. HCs) or local populations of key wildlife species that are being used by hunters.

Questions can also be raised about the processes of including species in the Kazakhstan Red Book and of removing species, once their conservation status changes. For example, both Goitered Gazelle (estimated population over 12,000) and Argali (over 14,000) are included in the Red Book, while species such Musk (< 500), Brown Bear (about 2,000) and Moose (< 5,000) are listed as "game species" and can be hunted. Saiga has never been listed in the Red Book, even when populations crashed in the early 2000's. There does not seem to be a regular process for reviewing the status of rare ("red listed") species in Kazakhstan or clear assessment criteria for adding (or removing) species on the list. Currently, the Institute of Zoology is the scientific authority for the FWC as it relates to vertebrates. Most national red listing processes describe, in accordance with IUCN recommendations, the extinction risks for species based on defined criteria, categories recommended and with underlying reasons for the inclusion in a Red Book. However, the inclusion of a species should not automatically result in a ban on its hunting.

The current wildlife monitoring data provided by HCs should be interpreted as indices (not absolute population figures) and, at best, could be used to indicate trends in populations of

game species. The FWC has set that HCs need to submit precise numbers of all game species and rare species observed in HCs. The focus should be on key game species for which there is a demand from hunters and, in the interest of biodiversity conservation, also include observations of rare or red listed species.

It should be in the best interest of the HC owners to manage hunting based on the best available information to ensure the harvest is sustainable and does not result in declines in wildlife numbers in their areas. If hunting is excessive, wildlife populations may decline and the HC loses its primary value and future potential to offer hunting opportunities. The Government should recognize that wildlife management is not an exact science and should not be afraid to delegate responsibilities to HC owners that will use local knowledge and best available information to manage their areas.

IV. HUNTING MANAGEMENT SYSTEMS (QUOTAS, LICENSES AND ENFORCEMENT)

Hunting quotas (limits) are recommended by FWC and approved by the Government. The quotas are set at regional (oblast) level based on reviews of wildlife monitoring reports and annual quota requests from individual HCs submitted to the Regional Inspection Unit. The annual quotas for game species are based on monitoring information received from the previous three years. Currently, Kansonar is requested to review the quota requests based on the wildlife monitoring data submitted by HCs and provide recommendations to the FWC.

The quotas set by the Government appear to be calculated based on a proportion (%) of the estimated wildlife populations aggregated over all HCs. Based on an analysis of population numbers and harvest limits for 2008 - 2010 period, these annual harvest rates ranged as follows:

Wild Boar: 8-10 % of estimated populations

Maral: 3 – 7 %;
Roe Deer: 4 – 6 %;
Moose: 0.5 - 0.6 %;
Ibex: 3 % annually;
Brown Bear: 2.4 - 2.6 %.

The quotas approved by Government and set at regional levels include all game species and also age/sex characteristics for ungulates. Kansonar allocates quotas for HCs and the HC owners then pay the Government for their quota permits with prices depending on species to be hunted (e.g. a resident hunter has to pay the equivalent of USD 120 for one Maral permit). The payments for the quotas go to Ministry of Finance (i.e. into General Government Revenue). The HC owners can then sell their permits to hunters, but only at the same price as they paid to the Government. Therefore, the main source of income for HC owners is the price negotiated for the services offered to hunters while hunting in their HCs.

A copy of the hunting permit (stamp) is kept by the hunter to show the harvest is legal and the HC submits a report at the end of the hunting season to the Regional Inspection Unit. There is presently no system of tagging harvested animals to confirm they were legally taken and there is also no requirement for hunters to report their harvest at the end of the season.

Only licensed hunters can hunt legally. To obtain a hunting license (good for 10 years), the hunter has to go through a training course, now provided by Kansonar and the Regional Hunting Unions. The total cost of training, taking the qualifying examination and receiving a hunting license, is KZT 14,816 (out of which 20 % is allocated to the state budget). Most hunters also pay their annual memberships in the Regional Hunting Unions; for example, the East Kazakhstan Regional Hunting Union charges an annual membership fee of KTZ 4,000 (USD 20) that gives the members preferential access to the HCs managed by the Union.

Protection of wildlife and enforcement of hunting regulations in Kazakhstan is done by different institutions depending on the area. The first three institutions below are all acting under the FWC:

- Okhotzooprom a state agency protecting rare species and Saiga with 220 state inspectors covering about 120 million ha. In addition, 168 inspectors in 36 mobile units have been designated especially for Saiga protection and monitoring;
- Protected Areas have protection staff in some PAs (see below);
- Regional Inspection Units have state inspectors that check HCs and enforce hunting regulations in hunting areas not occupied by HCs (e.g. in East Kazakhstan Region, there are 40 HCs and 60 rangers ("troops") operating as mobile units with 5 full time rangers based in the Regional Inspection Unit in Ust-Kamenogorsk);
- Rangers hired by HCs have delegated rights to "make protocol" and confiscate property from illegal hunters (poachers). There are currently about 2,480 rangers registered to provide wildlife protection and monitoring in the 698 HCs that cover an area of 120 million ha.

Illegal hunting is generally considered to be a continuing problem that, in some cases, threatens local populations of wildlife. Poaching can be done by local people (mainly for meat), organized groups with sophisticated equipment (mainly for wildlife products, such as Saiga horns exported to China), or wealthy trophy hunters focusing on rare species (such as Argali). Poaching becomes particularly serious in the winter when hunters use snow-machines for easy access to large, remote areas. Official estimates of illegal hunting are difficult to obtain, but national experts believe the numbers are significant. Despite the intense protection efforts of Saiga, poaching is still happening. For example, in March 2012, 4,704 Saiga horns were discovered at a checkpoint in Almaty oblast (Saiga News #15). In September 2013, another 4,470 horns were confiscated at the border with China (Saiga News #17).

The **Protected Area** system of Kazakhstan currently includes 109 PAs of different designations and covers about 8.6 % of the total area of the country. However, only 27 PAs (2.3 % of Kazakhstan) have a legal entity and permanent staff (including staff for the protection of wildlife). These Pas include:

- 10 Nature Reserves (IUCN Cat. I) where hunting is illegal;
- 12 National Parks (Cat. II) where hunting can be legal and some have HCs;
- 5 Reservats where hunting is illegal.

These areas possess some of the best wildlife populations in the country and the hunting opportunities provided in the National Parks are highly sought after, especially by international hunters. According to Okhotzooprom, 90 % of all rare species in Kazakhstan occur in PAs (S. Orlov, pers. comm.). The remainder of the system (6.3 % of Kazakhstan), which has minimal staff and no protection, includes 51 "Zakazniks" (State Nature Reserves), 26 National Monuments and 5 large State Reserve zones. While hunting in "Zakazniks" is not allowed, poaching of wildlife is common and apparently little is done to prevent this practise.

V. DEVELOPMENT OF HUNTING TOURISM

At the moment, Kazakhstan already provides a market for hunting tourism and most international hunters come for hunting of species such as Maral, Ibex, Roe Deer and Wild Boar. A quick internet search of international hunting companies shows companies from Europe, Russia, the US, and even Australia offering hunting trips to Kazakhstan. In addition, there are also nationally based hunting companies that bring international hunters to Kazakhstan (including ProHunt LLC, Shindal-San and Trophy Hunt Kazakhstan).

Most of the hunts are offered in National Parks (Altyn-Emel, Ili-Alatau, and Dzungarian Alatau), others are offered in existing HCs. For example, "Zaysan" HC had 11 international hunters in 2014, from countries such as Poland and Sweden. ProHunt manages the "Dardamty" HC and "Tasmyrun" HC and brings international hunters to "Dardamty" HC (for Maral, Ibex and Roe Deer) and mostly hunters from Almaty to "Tasmyrun" HC (for Wild Boar and Pheasant). ProHunt also cooperates with other HC owners to provide international clients to their areas. In 2014, ProHunt had about 50 international clients. It is not clear how many international hunters are currently coming to Kazakhstan for hunting each year.

The cost of a hunt in Kazakhstan charged by international hunting companies varies considerably depending on the company and the species of interest. In addition, the hunters have to pay a trophy fee to the hunting company that increases with the size of the trophy (usually measured as the weight of the antlers). For instance, a Russian company charges a trophy fee of EUR 800 (ca. KZT 164,800) for a small Maral trophy (13 - 14 kg) and a trophy fee of EUR 6,500 (KZT 1.3 million) for a very large Maral trophy (> 17 kg). This presents an addition to the cost of the Maral hunt itself (EUR 5,760 or KZT 1.2 million). Currently, Maral hunts are the most expensive in Kazakhstan, followed by Ibex hunts and Roe Deer hunts.

In 2013, FWC raised the permit fee for international hunters. The current fee is now 10 times the fee paid by nationals for a permit (e.g. a Maral permit costs the equivalent of USD 1,200 – up from USD 120) and the revenues go to the Ministry of Finance. Hunting operators complained this was a sudden increase, introduced without any advance notice to enable

business planning, which significantly affected their ability to attract international clients last year.

However, the biggest obstacle in promoting international hunting tourism to Kazakhstan seems to be the bureaucratic obstacles associated with obtaining firearm import permits and trophy export permits for international hunters.

Promoting hunting tourism in Kazakhstan would improve the economic viability of those HCs that offer good services and diversity of big game species of interest to international hunters. However, the current procedures for issuing firearm import permits and trophy export permits need to be modernized in order to become competitive in this limited market. Unlike terrorists, international hunters have their firearms registered on national databases and it should be relatively easy for the relevant authorities in Kazakhstan (Police and Customs) to access and verify this information. Similarly, issuing trophy export permits, with the mandatory veterinary inspections required by EU countries, should be a service provided by the Government at the international airports as a "One-Stop-Shop" during the hunting season.

The sudden and unexpected increase in the wildlife permit fee for international hunters was not helpful in promoting or planning hunting tourism. While international hunters should be expected to pay higher fees compared with national hunters, fee increases should be introduced gradually and in consultation with affected stakeholders, such as Kansonar and HC owners. More importantly, a ten-fold increase in wildlife permit fee, that goes into General Government Revenue (not to FWC, Kansonar or HC's), does not contribute directly to wildlife conservation and management efforts.

In addition to promoting international hunting tourism, there could be opportunities to also develop a domestic market for trophy hunting in Kazakhstan. There are already exclusive VIP Hunting Clubs that manage HCs (e.g. "Manul" HC near Almaty) and sustain their operations through membership fees. It would be helpful if some of the experienced hunting companies based in Kazakhstan (e.g. ProHunt) could provide advice, support and potentially also clients (both international and national) to HCs that are interested in focusing on trophy hunting.

The most valuable wildlife trophy species that Kazakhstan has to offer is, beyond doubt, the Argali. While legal hunting has been closed since 2002, poaching continues both for meat and horns and there is really no incentive for HC owners and rangers to protect Argali. To reverse this trend and to enhance the interest among international hunters for Kazakhstan as a hunting destination, an experimental and well-regulated harvest of a limited number of mature males is proposed. The key to success will be to show transparency in:

- How the limited number of Argali permits will be allocated;
- How the permits will be marketed and sold;
- How the revenue and benefits from the hunts will be shared;
- How the revenue will be used to maximize conservation benefits for Argali.

It would be useful for the FWC to lead a Working Group, including representatives of Kansonar, Institute of Zoology, the Kazakhstan Union of Hunters and nationally based trophy hunting companies, to develop this experimental program. The inclusion of a qualified economist would be also useful. Furthermore, since Tajikistan and Kyrgyzstan have developed similar programs for Markhor, a study tour to these countries would provide opportunities for sharing regional experiences in developing sustainable wildlife management programs. Such a tour could be jointly supported under the existing GIZ (FLERMONECA) and UNDP/FWC projects.

VI. CAPTIVE BREEDING OF WILDLIFE

It is important to note that a number of terms are used to describe HCs that clearly have different meanings in Russian and English. For example, "farm hunting" is the activity used to describe hunting in the HC and does not mean hunting on a farm or inside a fence. The term is being used to help the Ministry of Agriculture understand the concept of HCs as areas ("farms") where hunting is the primary use. Similarly, the term "bioengineering" refers to artificial means of improving wildlife habitats (e.g. reforestation, supplementary feeding, etc.) and does not mean genetic engineering.

Breeding wildlife in captivity has been raised as an issue of interest of several stakeholders, to enhance the economic viability of HCs, restore rare species, or increase hunting opportunities. This may be particularly relevant for smaller HCs (i.e. Categories IV and V) that currently represent over 80 % of all HCs in Kazakhstan. For example, "Tasmyrun" HC raises a small number of Bukhara Deer in captivity (13 deer in a 45 ha area) and would like to expand this operation. In addition, the Kazakhstan Union of Hunters and Fishers expressed an interest in importing American Turkeys (Meleagris gallopavo) to breed in captivity and release for hunting.

At the moment, there are a number of captive breeding projects of native species in Kazakhstan, including:

- Houbara Bustard (Chlamydotis undulata macqueeni) breeding in the Southern Kazakhstan region with financial support from the United Arab Emirates (UAE), with plans to release up to 5,000 birds per year into the wild;
- Pheasants (*Phasianus colchicus ssp.*) have been successfully bred in a number of hunting farms in Almaty and Akmola regions;
- Marals (Cervus elaphus) have been bred in captivity in East and Central Kazakhstan.

According to law, wildlife held in captivity (inside a fence) is considered private property. If and when released from captivity, wildlife again becomes common property held in trust by the State. Exceptions include State sponsored programs to reintroduce rare species to their former range and where the primary objective is conservation. One such example is the reintroduction of Kulan (*Equus hemionus kulan*) to Kazakhstan, when a small group was transferred from Turkmenistan in 1980s to Altyn-Emel National Park where the population is now estimated at about 3,000 animals (S. Orlov, pers. comm.). Some of these animals have subsequently been

transported to the territory of Andasai State Nature Reserve in the Zhambyl region to address overgrazing concerns.

Another example is the reintroduction of Bukhara Deer to its former range in the "Tugai" (riparian) forest ecosystems of Kazakhstan. In 2002, the four Range States in the Central Asia Region signed a Memoradum of Understaining under the Convention on Migratory Species (CMS) on the *Conservation and Restoration of Bukhara Deer*. With a support from WWF, Bukhara Deer were bred in captivity and later released into Karatchingil National Park, where the population is now estimated at over 400 animals (see Table 1).

VII. ECONOMIC VIABILITY OF HUNTING CONCESSIONS

The most commonly expressed concern with respect to the current system of HCs is the lack of economic viability. Investments in hiring local rangers for protection and wildlife monitoring, developing infrastructure (e.g. building camps, purchasing vehicles), and paying fees and taxes to the Government are continuing to increase (see Table 3).

Table 3. Development of HCs and infrastructure investments made by HC owners during the period 2010-2013. Based on data from MEWR (2014) and information provided by the FWC.

Investments	2010	2011	2012	2013
Number of HCs	665	694	668	698
Number of rangers hired by HCs	2714	2900	2718	2482
Number of patrolling vehicles provided by HC owners	1391	1694	1885	2286
Total private investment for the development of HCs (in million KZT)	754.2	1415.3	1124.4	1801.6
Total payments to Government by HCs for hunting quotas (in million KZT)	67.2	75.7	89.9	93.9

It is interesting to note that total expenses continue to increase even though the number of rangers has actually decreased in recent years. Based on data provided by the FWC for 2013, expenses for the HCs were on average 7 times higher than the income received from providing

hunting services. In other words, for every tenge received in income, 7 tenges were invested by the HC owners in paying for rangers, infrastructure, maintenance, and wildlife management activities.

While the absolute numbers are difficult to verify, it is clear that the operations of the current HC system are far from economically viable. There may have been expectations, at least initially, by both the Government and new HC owners that the HCs could be operated as a business and that profits could be made over time. Currently, most HCs are sustained not from the income received from hunting, but from other sources, including membership fees (in HCs owned by Regional Hunting Unions or private clubs) or from other businesses (in the case of individual owners or limited companies).

If the current trends continue, there is a real risk that the HC system may collapse and private investments made in wildlife monitoring and protection cease, presenting great cost to wildlife populations in Kazakhstan. To reverse this trend, it will be necessary to seek ways of reducing the costs and expenses of the HCs, while increasing potential sources of income.

The Government has realized significant savings to the national budget by delegating wildlife management responsibilities for monitoring and protection of an area equaling almost half of Kazakhstan (44 %) to privately financed HCs. Furthermore, the Government still controls wildlife and there has been no change in land status. In return, the HC owners have the right to offer hunting services to the public, however, these services are also taxed in the form of quota fees.

The development of a sustainable wildlife and hunting management system for Kazakhstan that also promotes hunting tourism is entirely consistent with the national "Green Development" strategy, approved by the Government of the Republic of Kazakhstan in 2010. One of the main objectives of the country, as stated in the Strategy, is the conservation of biological diversity and sustainable development. One would think that a case could be made that it is in the best interest of the Government to ensure the present HC system becomes economically viable.