



## REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM: COMPANY	DATE: February 08, 2017
	REFERENCE: RFP/003/2017 Joint project of UNDP, UNEP and Uzhydormet "Green Climate Fund (GCF) Readiness Programme in Uzbekistan"

Dear Sir / Madam:

We kindly request you to submit your Proposal for delivering capacity building activities to national stakeholder groups in the Republic of Uzbekistan (i.e, government agencies, line ministries, private sector, NGOs, research centers, etc.) for project development in climate financing, in line with GCF investment criteria.

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

Proposals may be submitted on or before 6.00 pm GMT +5 Tuesday, February 28, 2017 and via email, courier mail to the address below:

**United Nations Development Programme**

**41/3, Mirobod street, Tashkent, 100015, Republic of Uzbekistan Tel: + 998 71 120 34 50, 120 61 67; Fax: + 998 71 120 34 85; E-mail: bids.uz@undp.org**

Your Proposal must be expressed in English language and valid for a minimum period of 90 working days from bid opening. Offers submitted in other languages, should have unofficial translation to English.

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

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

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

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

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

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

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

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

***UNDP Uzbekistan Procurement Unit***

## Description of Requirements

Context of the Requirement	Joint project of UNDP and Government of Uzbekistan “Green Climate Fund (GCF) Readiness Programme in Uzbekistan”
Implementing Partner of UNDP	Center of Hydrometeorological Service under the Cabinet of Ministers of the Republic of Uzbekistan (Uzhydromet)
Brief Description of the Required Services <sup>1</sup>	Deliver capacity building activities to national stakeholder groups (i.e, government agencies, line ministries, private sector, NGOs, research centers, etc.) for project development in climate financing, in line with GCF investment criteria, including through raising awareness and strengthening understanding about the GCF and its processes, and priorities
List and Description of Expected Outputs to be Delivered	<ol style="list-style-type: none"> <li>1. Agreed Work Plan and Schedule of the expected capacity building activities (trainings) for the target groups developed and submitted;</li> <li>2. Training modules and materials, including handouts on mitigation appraisal, and project design and proposal development, and other thematic trainings submitted and accepted by the Project Manager and UNDP CO;</li> <li>3. At least three thematic training sessions for the national project stakeholder groups conducted on: <ol style="list-style-type: none"> <li>a. GCF investment criteria (fiduciary standards, additionality, environmental and social screening, gender aspects) and type of projects funded by the GCF <u>Target audience:</u> government agencies (ie., NDA, members of the Interagency Working Group), public and private institutions, think tanks, NGOs; <u>Duration:</u> 2-3 days</li> <li>b. Mitigation and Adaptation to Climate Change and project proposal development <u>Target audience:</u> government agencies (ie., NDA, members of the Interagency Working Group), public and private institutions, think tanks, NGOs; <u>Duration:</u> 5 days</li> <li>c. Assessing climate relevant investment opportunities, climate finance mechanisms and instruments, evaluation of risks in climate change projects, M&amp;E of climate financing <u>Target audience:</u> government agencies (ie., NDA, members of the Interagency Working Group), public and private institutions, think tanks, NGOs; <u>Duration:</u> 5 days</li> </ol> </li> <li>4. Finalized Report on capacity building activities conducted for the national stakeholder groups</li> </ol>
Person to Supervise the Work/Performance of the Service Provider	Project Manager and SDC Focal Point
Frequency of Reporting	Upon completion of each Phase
Progress Reporting Requirements	Five Reports in total, one report on the agreed Work Plan and Schedule and three reports on each of three capacity building activities, and one final report upon completion of the assignment are submitted to UNDP in e-versions
Location of work	<input checked="" type="checkbox"/> Tashkent, Uzbekistan

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

Expected duration of work	8 months			
Target start date	March 15, 2017			
Latest completion date	November 15, 2017			
Travels Expected	<b>Destination/s</b>	<b>Estimated Duration</b>	<b>Brief Description of Purpose of the Travel</b>	<b>Target Date/s</b>
	Tashkent, Uzbekistan	3 days	To conduct training session	April 2017
	Tashkent, Uzbekistan	5 days	To conduct training session	May-June 2017
	Tashkent, Uzbekistan	5 days	To conduct training session	August - September 2017
	*Trip dates are subject to confirmation during the course of works and defined upon availability of collected data			
Special Security Requirements	<input checked="" type="checkbox"/> Others Contractor shall ensure security of its personnel during performing contract commitments			
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Others Baseline data will be provided by project team and/or national consultants will be hired by the project. All the facilities, including the premises, meals for participants, local transportation, printing of presentation materials, identifying and inviting stakeholders, provision of oral and written translation, whenever needed for the events, are provided by UNDP / the Project.			
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required			
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required			
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input checked="" type="checkbox"/> EUR			
Value Added Tax on Price Proposal <sup>2</sup>	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals ( <i>Counting for the last day of submission of quotes</i> )	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.			
Partial Quotes	<input checked="" type="checkbox"/> Not permitted			

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

Payment Terms <sup>3</sup>	Output	Percentage	Timing	Condition for Payment Release Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and Receipt of invoice and report from the Service Provider.
	#1	20%	30 calendar days upon successful completion of output 1	
	#2,3,4	40%	30 calendar days from the contract date, upon successful completion of output 4	
	#5, 6	40%	30 calendar days from the contract date, upon successful completion of output 6	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager and SDC Focal Point			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services			
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal. <input checked="" type="checkbox"/> Positive results of reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed.  <input checked="" type="checkbox"/> Financial stability of the Proposer (current ratio is more than 1 for the past 2 years)			
Criteria for the Assessment of Proposal	<p>The two step procedure is used for evaluation of Proposals according to which technical and financial offers are evaluated on the basis of the specified ratio (the highest possible score): technical proposal – 70%, maximum of 70 points, financial proposal – 30%, maximum 30 points.</p> <p>The contract will be awarded to the Proposer whose proposal gets the highest total score on the basis of technical and price evaluation (the highest total sum of points of technical and price evaluation).</p> <p><b>Technical proposal (70%)</b></p> <ul style="list-style-type: none"> <li>• <input checked="" type="checkbox"/> Expertise of the company: (25 points)</li> <li>• <input checked="" type="checkbox"/> Proposed work plan and methodology (20 points)</li> </ul>			

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

	<ul style="list-style-type: none"> <li>• <input checked="" type="checkbox"/> Qualification of key personnel: (25 points)</li> </ul> <p>Technical proposals scoring at least 70% (49 or more points) at the technical review stage will be accepted for the financial proposal review stage.</p> <p><b>Financial proposal (30%)</b></p> <p>The technically qualified financial proposal with lowest price will get the maximum of 30 points, the distribution of points for price proposal of other Proposers will be conducted on the basis of the following calculation formula:</p> <p>Points calculation for other Proposers = (the lowest price/Price of the Proposal under consideration) x 30.</p> <p>For details on the assessment criteria, see Annex 1 below.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP <sup>4</sup>	<input checked="" type="checkbox"/> Evaluation of Proposals – Scoring table <input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> Contract template and General Terms and Conditions / Special Conditions (Annex 3) <sup>5</sup> <input checked="" type="checkbox"/> Detailed TOR (Annex 4)
Documents to be submitted	<input checked="" type="checkbox"/> Duly filled in Form as provided in Annex 2; <input checked="" type="checkbox"/> Latest Business Registration Certificate and/or License; <input checked="" type="checkbox"/> Copy of the page from company’s Charter where the information on company founders is provided; <input checked="" type="checkbox"/> Declaration of owners’ interest in other companies, if any; <input checked="" type="checkbox"/> List of the clients whom the company provided similar services for the last 5 years; <input checked="" type="checkbox"/> Financial statements for the last 2 years verified by independent third party such as auditors or similar as may be applicable; <input checked="" type="checkbox"/> Resumes and declaration of availability of involved specialists during contract implementation period
Other requirements	<p>Offers submitted by two (2) or more Offerors shall all be rejected if they are found to have any of the following :</p> <p>a) they have at least one controlling partner, director or shareholder in common; or</p> <p>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</p> <p>c) they have the same legal representative for purposes of this RFP;</p> <p>d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or</p> <p>e) influence on the Offer of, another Offeror regarding this RFP process;</p> <p>f) they are subcontractors to each other’s Offer, or a subcontractor to one Offer also submits another Proposal under its name as lead Offeror; or an expert proposed to be in the team of one Offeror participates in more than one Offer received for this RFP process. This condition does not apply to subcontractors being included in more than one Offer.</p>

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

<sup>5</sup> 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.

<p>Contact Person for Inquiries (Written inquiries only)<sup>6</sup></p>	<p><i>Procurement Unit</i> +998 71 1203485/ <a href="mailto:pu.uz@undp.org">pu.uz@undp.org</a> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
<p>Other Information <i>[pls. specify]</i></p>	<p>Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries: <input checked="" type="checkbox"/> Direct communication to prospective Proposers by email or fax, and Posting on the websites: <a href="http://www.uz.undp.org/content/uzbekistan/en/home/operations/procurement.html">http://www.uz.undp.org/content/uzbekistan/en/home/operations/procurement.html</a></p>

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<sup>6</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

## Annex 1 - Evaluation of Proposals – Scoring Table

Evaluation forms for technical proposals are given below. 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 the Company

**Form 2:** Methodology -Proposed Work Plan and Approach

**Form 3:** Qualification of the key personnel

Technical Proposal Evaluation <b>Form 1</b>		Points obtainable	Proposer				
			A	B	C	D	E
<b>Expertise of the Company</b>							
1.1	Reputation and expertise of the Firm in capacity building activities (Competence / Reliability): - Availability of references from previous clients; - Size of the team; - Work experience in CIS countries, if any; - Work experience in one of the GCF targeted countries, if any	10					
1.2	Similar capacity building activities conducted in the past 5 years in the area of climate change mitigation and climate financing, preferable related to GCF – 3 points for each similar successful activity, but not more than 15 points.	15					
<b>Total Form 1</b>		<b>25</b>					

Technical Proposal Evaluation <b>Form 2</b>		Points obtainable *	Proposer				
			A	B	C	D	E
<b>Proposed Work Plan and Methodology</b>							
2.1	Extent to which the applicant understands the set tasks in accordance with ToR	5					
2.2	Extent to which the work schedule is flexible and relevant to the set requirements and deadlines	5					
2.3	Extent to which the task and goals are defined and relevant to the TOR	5					
2.4	Are the actions and sequence of steps and planning clearly stated and capable of providing an effective implementation of the tasks logically and realistically?	5					
<b>Total 2</b>		<b>20</b>					

\*The following scale will be used for the evaluation of work approach



Degree of compliance	Supporting evidence	Scoring scale (% from maximum available score for the given criteria)
Excellent	Excellent evidence of ability to exceed ToR requirements	100%
Good	Good evidence of ability to support ToR requirements	80%
Satisfactory	Satisfactory evidence of ability to support ToR requirements	60%
Poor	Marginally acceptable or weak evidence of ability to comply with ToR requirements	40%
Very poor	Lack of evidence to demonstrate ability to comply with ToR requirements	10%
No submission	Information has not been submitted or is unacceptable	0%

Qualification of Key Personnel <b>Form 3</b>		Points obtainable	Proposer				
			A	B	C	D	E
3.1	<b>Team Leader/Project Manager/ Chief Specialist (experience in capacity building activities)</b>						
	<ul style="list-style-type: none"> <li>Educational background: advanced university degree (at least Master level or equivalent) in the fields of environment, climate change, climate finance, etc.;</li> <li>Must have a minimum 5 years of practical experience in similar capacity building activities in the area of mitigation and adaptation to climate change, climate finance and investments etc;</li> <li>Participation, as a project manager/task manager, in at least three projects dealing with capacity building activities;</li> <li>Experience of working with GCF financing, its investment criteria, including GCF processes, and priorities;</li> <li>Work experience in countries of CIS is an advantage;</li> <li>Work experience in one of the GCF's target countries is an advantage;</li> <li>Work experience for UNDP or any major multilateral or bilateral programmes is an advantage</li> </ul>	8					
	Subtotal	8					
3.2	<b>Thematic Specialist 1 (adaptation, mitigation, climate finance etc.)</b>						

	<ul style="list-style-type: none"> <li>• Educational background: university degree in the fields of environment, climate change, climate finance, etc.;</li> <li>• Must have a minimum 3 years of practical experience in similar capacity building activities in the area of mitigation and adaptation to climate change, climate finance and investments etc;</li> <li>• Participation, as a team member in at least three projects dealing with capacity building activities;</li> <li>• Experience of working with GCF financing, its investment criteria, including GCF processes, and priorities is an advantage;</li> <li>• Work experience in countries of CIS is an advantage;</li> <li>• Work experience in one of the GCF's target countries is an advantage.</li> </ul>	5					
	Subtotal	5					
3.3	<b>Thematic Specialist 2 (adaptation, mitigation, climate finance etc.)</b>						
	<ul style="list-style-type: none"> <li>• Educational background: university degree in the fields of environment, climate change, climate finance, etc.;</li> <li>• Must have a minimum 3 years of practical experience in similar capacity building activities in the area of mitigation and adaptation to climate change, climate finance and investments etc;</li> <li>• Participation, as a specialist in at least two projects dealing with capacity building activities;</li> <li>• Experience of working with GCF financing, its investment criteria, including GCF processes, and priorities is an advantage;</li> <li>• Work experience in countries of CIS is an advantage;</li> <li>• Work experience in one of the GCF's target countries is an advantage.</li> </ul>	5					
	Subtotal	5					
3.4	Availability of at least one person in the team with working knowledge of Russian is desirable - up to 4 points	4					
3.5	The larger team of specialists is an advantage – up to 3 points	3					
	Subtotal	7					
	<b>Total Part 3</b>	<b>25</b>					
	<b>Total Parts 1,2,3</b>	<b>70</b>					

**FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>7</sup>**

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>8</sup>)*

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REFERENCE: RFP/003/2017 Joint project of UNDP and Government of Uzbekistan "Green Climate Fund (GCF) Readiness Programme in Uzbekistan"

[insert: Location].

[insert: Date]

To: UNDP Uzbekistan

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP /03/2017 of February 08, 2017, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions.

We confirm that we have read, understood and hereby fully accept the Requirements specified in Technical Specifications describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Standard Contract for this RFP.

We agree to follow the FRP terms within 90 days from the specified in RFP final date for submission of Proposals, it stays valid and obligatory for fulfillment and can be accepted at any time within validity of this period.

We hereby declare that:

- a) All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We fully understand and recognize that UNDP reserves the right to accept or reject any received Bid, and it is not responsible for such actions, as well as it does not undertake any obligations to inform the Proposer about causes without relevant request from our side.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Contact Details:

2/7/2017

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<sup>7</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>8</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

**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 if any. Please fill in Applicant Information Form – Table F;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Financial Statement (with audit report, if available) – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation for the last 2 years ;*
- d) Track Record for the last 5 years – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references (please fill in table E);*
- e) Reference letters from prior customers, if available*
- f) Copy of the page from company’s Charter where the information on company founders is provided;*
- g) Declaration of owners’ interest in other companies, if any*

**B. Proposed Methodology and Work Approach 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. The Service Provider must provide the schedule of services.*

**C. Qualifications of Key Personnel**

*The Service Provider must provide followings at a minimum for Team Leader, and at least 2 Specialists on thematic issues:*

- 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 and their working experience*
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.*

*If the Service Provider intends to attract additional specialists, their CVs should be included in the Proposal*

**D. FINANCIAL PROPOSAL - RFP/03/2017**

*The financial proposal is fixed and final. Any overheads and travel expenses, such as transportation, accommodation and meals, translation related with implementation of the works must be included in the total amount. Proposed price must be **exclusive** of VAT.*

**a) Breakdown per Deliverable Cost \***

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price (Weight for payment)</b>	<b>Price (Lump Sum, All Inclusive)</b>
1	Agreed Work Plan and Schedule of the expected capacity building activities (trainings) for the target groups	20%	

2	At least three thematic training sessions for the national project stakeholder groups conducted on:		
3	<p>a. GCF investment criteria (fiduciary standards, additionality, environmental and social screening, gender aspects) and type of projects funded by the GCF</p> <p>Target audience: government agencies (ie., NDA, members of the Interagency Working Group), public and private institutions, think tanks, NGOs</p> <p>Duration: 2-3 days</p>		
4	<p>b. Mitigation and Adaptation to Climate Change and project proposal development</p> <p>Target audience: government agencies (ie., NDA, members of the Interagency Working Group), public and private institutions, think tanks, NGOs</p> <p>Duration: 5 days</p>	40% (payment for outputs 2, 3, 4)	
5	<p>c. Assessing climate relevant investment opportunities, climate finance mechanisms and instruments, evaluation of risks in climate change projects, M&amp;E of climate financing</p> <p>Target audience: government agencies (ie., NDA, members of the Interagency Working Group), public and private institutions, think tanks, NGOs</p> <p>Duration: 5 days</p>		
6	Finalized Report on capacity building activities conducted for the national stakeholder groups	40% (payment for outputs 5 and 6)	
	Total	100%	

*\*This shall be the basis of the payment tranches.*

**b) Cost Breakdown by Cost Component (please modify the table in accordance with your specific proposal)**

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
<b>I. Personnel Services</b>				
1. Services from Team Leader				
a. Expertise 1				
b. Expertise 2				
2. Services from Thematic Specialist 1				
a. Expertise 1				
b. Expertise 2				
3. Services from Thematic Specialist 2				
a. Expertise 1				
b. Expertise 2				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				

6. Others				
<b>III. Other Related Costs</b>				

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

**E. Reference list of completed similar services**

Description of works	Period of activity according to the contract (year, month)	Contract Value	Customer (Name, contact person, telephone)
1.			
2.			
3.			
4.			
5.			

*[Authorized Signature]*  
*[Name and Title of Signatory]*  
 Date:

**F. Applicant information form**

1	Legal entity's (Proposer's) Name	
2	Legal Address:	
3	Telephone number:	
4	E-mail address:	
5	Fax:	
6	Country, place of Registration:	
7	Year of Registration:	
8	Name of Registration Certificate issuing organization:	
9	Taxpayer identification number:	
10	Banking information:	

11	Name of the head/director of the company:	
12	Contact person for RFP:	
13	Information on outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern	

*[Authorized Signature]*  
*[Name and Title of Signatory]*  
 Date:



**Contract for  
Professional Services**

**Контракт  
на оказание профессиональных услуг**

Date: \_\_\_\_\_

Дата: \_\_\_\_\_



Dear Sirs,

**Ref.:**

**The United Nations Development Programme** (hereinafter referred to as "UNDP"), wishes to engage \_\_\_\_\_, duly incorporated under the \_\_\_\_\_ (hereinafter referred to as the "Contractor") in order to perform services in respect of:

### 1. Contract Documents

1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".

1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

- a) this Contract;
- b) Terms of Reference attached hereto as Annex II.

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

### 2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.3 The Contractor shall perform the following services according to the following schedule:

2.4 Final report shall be written in English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. The report shall be submitted by the Contractor to the address specified in 9.1 below.

2.5 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of

Уважаемые господа,

**Касательно:**

**Программа развития Организации Объединенных Наций** (в дальнейшем "ПРООН"), желает нанять \_\_\_\_\_, созданный согласно \_\_\_\_\_ (в дальнейшем "Подрядчик"), чтобы выполнить услуги:

### 1. Контрактные документы

1.1 Настоящий контракт основан на Общих Положениях ПРООН для оказания профессиональных услуг, прилагаемых в Приложении I. Условия этого Приложения должны рассматриваться как толкование данного Контракта, и их никоим образом не должны умялять содержание данного письма и любых других Приложений, если иное явно не заявлено в разделе 4 данного письма, обозначенного "Особые условия".

1.2 Подрядчик и ПРООН также соглашаются следовать положениям, содержащимся в указанных далее документах, которые должны иметь приоритет друг перед другом в случае противоречий в следующем порядке:

- a) настоящий Контракт;
- b) Техническое Задание (Приложение II).

1.3 Все вышеупомянутое составляет Контракт между Подрядчиком и ПРООН, заменяя собой содержание любых других переговоров и/или соглашений, как в устной, так и в письменной форме, имеющих отношение к предмету настоящего Контракта.

### 2. Обязательства Подрядчика

2.1 Подрядчик должен выполнить и завершить Услуги, описанные в Приложении II, с максимальной добросовестностью и эффективностью и в соответствии с Контрактом.

2.2 Подрядчик должен также обеспечить полную техническую и административную поддержку, необходимую для того, чтобы гарантировать своевременное и удовлетворительное выполнение Услуг.

2.3 Подрядчик должен выполнить работы согласно следующему графику:

2.4 Заключительный отчет должен быть представлен на английском языке, и подробно описывать услуги, предоставленные согласно Контракту в течение периода времени, охваченного таким отчетом. Отчет должен быть передан Подрядчиком по адресу, указанному в пункте 9.1 ниже.

2.5 Подрядчик удостоверяет и гарантирует точность информации или данных, представленных ПРООН с целью

entering into this Contract, as well as the quality of the deliverables, stipulated by the Contract in accordance with the highest industry and professional standards.

### 3. Price and Payment

3.1 As full consideration for the services performed by the Contractor under the terms of this Contract the United Nations Development Programme shall pay the Contractor \_\_\_\_\_ including «zero rate» VAT.

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

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

3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in p.9.1 below. Payment will be made by bank transfer in the following amounts:

### 4. Submission of invoices

4.1 An invoice shall be submitted by the Contractor for each progress payment under the Contract to the address indicated in p.9.1.

4.2 Invoices submitted by fax shall not be accepted by UNDP.

### 5. Time and manner of payment

5.1 Invoices shall be paid within ten (10) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

5.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

### 6. Entry into force. Time limits.

6.1 The Contract shall enter into force upon its signature by both parties and shall expire on the satisfactory completion of the services described above, but no later than \_\_\_\_\_, except for early termination of this Contract as per the provisions of this Contract.

6.2 The Contractor shall commence the performance of the Services not later than three days from prepayment receipt date and shall complete the Services on the terms stipulated in item 2.3.

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

вступления в данный Контракт, а также качество документов и отчетов, предусмотренных согласно Контракту в соответствии с самыми высокими отраслевыми и профессиональными стандартами.

### 3. Цена и оплата

3.1 В качестве полной оплаты за услуги, оказанные Подрядчиком по условиям настоящего Контракта, Программа развития Организации Объединённых Наций выплатит Подрядчику \_\_\_\_\_, при нулевой ставке НДС.

3.2 Сумма настоящего Контракта не подлежит регулированию или пересмотру из-за ценовых или курсовых колебаний или фактических затрат, понесенных Подрядчиком при выполнении Контракта.

3.3 Платежи, произведенные ПРООН Подрядчику, не могут освобождать Подрядчика от обязательств согласно настоящему контракту, и не означают принятие ПРООН выполненных Подрядчиком Услуг.

3.4 ПРООН должна произвести платежи Подрядчику после принятия счетов, представленных Подрядчиком по адресу, указанному в п. 9.1 ниже. Оплата осуществляется путем банковского перевода следующими суммами:

### 4. Выставление счетов

4.1 Счет по каждой промежуточной оплате согласно Контракту должен быть представлен Подрядчиком по адресу, указанному в пункте 9.1 ниже.

4.2 Счета, выставленные по факсу, ПРООН не принимаются.

### 5. Время и способ оплаты

5.1 Счета должны быть оплачены в срок десять (10) дней с момента их принятия ПРООН. ПРООН должна приложить все усилия, чтобы принять счет или уведомить Подрядчика об отказе от принятия счета в разумные сроки с момента его получения.

5.2 Все платежи должны производиться ПРООН по следующим банковским реквизитам Подрядчика:

### 6. Вступление в действие. Сроки.

6.1 Контракт вступает в силу с момента подписания обеими сторонами и его действие прекращается в момент удовлетворительного выполнения вышеуказанных услуг, но не позднее \_\_\_\_\_, за исключением случаев досрочного расторжения согласно условиям настоящего Контракта.

6.2 Подрядчик должен начать выполнение Услуг не позже чем через 3 дня с даты поступления аванса, и должен закончить выполнение Услуг в срок, указанный в пункте 2.3.

6.3 Все сроки, содержащиеся в этом Контракте должны считаться необходимым условием выполнения Услуг.

7. Modifications

7.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representatives of the Contractor and UNDP.

8. Notifications

8.1 For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

**For UNDP:**

**For the Contractor:**

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

\_\_\_\_\_  
UNDP Uzbekistan

Date: \_\_\_\_\_

For the

Agreed and Accepted:

Signature \_\_\_\_\_

Name:

Position:

Date: \_\_\_\_\_

7. Поправки

7.1 Любые поправки к настоящему контракту должны вноситься как поправки в письменной форме, согласованные обеими сторонами, должным образом подписанные уполномоченными представителями Подрядчика и ПРООН.

8. Уведомления

8.1 В целях отправки уведомлений согласно Контракту, используются следующие адреса ПРООН и Подрядчика:

**ПРООН:**

**Подрядчик:**

Если Вы согласны с вышеупомянутыми сроками и условиями в том виде, в котором они указаны в данном письме и в Контрактных документах, пожалуйста, подпишите каждую страницу этого письма и приложений, и возвратите в данный офис один оригинал данного Контракта, подписанный и датированный должным образом.

С уважением,

\_\_\_\_\_  
ПРООН в Узбекистане

Дата: \_\_\_\_\_

За

Согласовано и принято:

Подпись \_\_\_\_\_

Имя:

Должность:

Дата: \_\_\_\_\_

**UNDP GENERAL CONDITIONS OF CONTRACT FOR  
PROFESSIONAL SERVICES**

**1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis 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. 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 which may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

**3. 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. 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. 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 with the provisions of this Contract.

**6. 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.

**ОБЩИЕ ПОЛОЖЕНИЯ КОНТРАКТА ПРООН НА ОКАЗАНИЕ  
ПРОФЕССИОНАЛЬНЫХ УСЛУГ**

**1. ПРАВОВОЙ СТАТУС**

Подрядчик должен иметь статус независимого подрядчика в отношении ПРООН. Штат Подрядчика и субподрядчики не должны рассматриваться как состоящие на службе или являющиеся агентами ПРООН или Организации Объединенных Наций.

**2. ИСТОЧНИКИ ИНСТРУКЦИЙ**

Подрядчик не должен пытаться получить инструкции от какой-либо структуры, не имеющей отношения к ПРООН, в связи с выполнением услуг по настоящему контракту. Подрядчик должен воздержаться от любых действий, которые могут неблагоприятно отразиться на ПРООН или Организации Объединенных Наций и должен выполнять свои обязательства с учетом интересов ПРООН.

**3. ОТВЕТСТВЕННОСТЬ ПОДРЯДЧИКА ЗА СВОИХ РАБОТНИКОВ**

Подрядчик должен нести ответственность за профессиональную и техническую компетентность своих работников, и должен подобрать, для выполнения работ согласно настоящему контракту, надежные кадры, которые будут способны эффективно осуществить настоящий Контракт, будут уважать местные правила и соответствовать высоким стандартам морали и этического поведения.

**4. ДЕЛЕГИРОВАНИЕ**

Подрядчик не может переназначать, передавать, закладывать или производить иные действия с данным Контрактом или любой его частью, или любым правом Подрядчика, требованием или обязательством по настоящему контракту, кроме случаев, когда на это было получено предшествующее письменное согласие ПРООН.

**5. ПРИВЛЕЧЕНИЕ СУБПОДРЯДЧИКОВ**

В случае, если Подрядчику потребуются услуги субподрядчиков, Подрядчик должен получить заблаговременно письменное одобрение и согласие от ПРООН для каждого из субподрядчиков. Одобрение ПРООН субподрядчиков не освобождает Подрядчика от обязательств согласно настоящему контракту. Сроки и положения любого субконтракта должны соответствовать условиям настоящего Контракта.

**6. ДОЛЖНОСТНЫЕ ЛИЦА, КОТОРЫЕ НЕ МОГУТ БЫТЬ  
ЗАИНТЕРЕСОВАНЫ**

Подрядчик гарантирует, что никакое должностное лицо ПРООН или Организации Объединенных Наций не получает, и не получит в результате предложения от Подрядчика, какой-либо прямой или косвенной выгоды, являющейся

## **7. 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. 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 its 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:

- Name UNDP as additional insured;
- Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
- Provide that 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 UNDP with satisfactory evidence of the insurance required under this Article.

результатом этого Контракта или его присуждения. Подрядчик соглашается, что нарушение этого условия означает нарушение существенного положения настоящего Контракта.

## **7. КОМПЕНСАЦИЯ**

Подрядчик должен компенсировать, ограждать от ущерба и вреда, и охранять, за свой счет, ПРООН, его должностных лиц, агентов, служащих и работников, от действия любых исков, требований, претензий и ответственности любого характера или вида, включая затраты и расходы, проистекающие из действий или бездействия Подрядчика, или служащих Подрядчика, чиновников, агентов или субподрядчиков, при выполнении данного Контракта. Это условие должно распространяться, помимо прочего, на требования и претензии в отношении характера компенсации труда рабочих, ответственности за свойства изделий и ответственности, проистекающей из использования патентованных изобретений или устройств, защищенных авторским правом или другими видами охраны интеллектуальной собственности, материалами, со стороны Подрядчика, его служащих, должностных лиц, агентов, работников или субподрядчиков. Срок обязательств по этой Статье не истекает после завершения данного Контракта.

## **8. СТРАХОВАНИЕ И ОТВЕТСТВЕННОСТЬ ПЕРЕД ТРЕТЬИМИ ЛИЦАМИ**

8.1 Подрядчик должен обеспечить и далее поддерживать страхование против всех рисков относительно собственности и оборудования, используемого для выполнения данного Контракта.

8.2 Подрядчик должен обеспечить и далее поддерживать страхование компенсации всем соответствующим рабочим, или его эквивалент, которые должны охватывать претензии в случае нанесения вреда или смерти в связи с этим Контрактом.

8.3 Подрядчик должен также обеспечить и далее поддерживать страхование гражданской ответственности в адекватном объеме, чтобы охватить требования третьих лиц в случае смерти или вреда, или утери или повреждения собственности, являющихся результатом или произошедших в связи с поставкой услуг согласно настоящему контракту или эксплуатации транспортных средств, водных судов, самолетов или другого оборудования, находящегося в собственности или арендованного Подрядчиком или его агентами, служащими, работниками или субподрядчиками, выполняющими работу или оказывающими услуги в связи с данным Контрактом.

8.4 За исключением страхования компенсации рабочим, политика страхования в рамках данной Статьи:

- указывает на ПРООН как на дополнительно застрахованное лицо;
- должна включать отказ от переуступки прав Подрядчика в отношении страховой компании против ПРООН;

## **9. 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 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. 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. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

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, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

## **12. 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 the United Nations in connection with its business or otherwise.

## **13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract

- содержать положение, что ПРООН должна получить письменное уведомление от страховщиков за тридцать (30) дней до наступления отмены или изменения объема страховой ответственности.

8.5 Подрядчик должен, по запросу, предоставить ПРООН удовлетворительные свидетельства страхования, требуемого настоящей Статьей.

## **9. ПРЕТЕНЗИИ/АРЕСТЫ**

Подрядчик не должен стать причиной или способствовать возникновению претензии, спора или наложения ареста или другого юридического ограничения со стороны третьего лица посредством подачи претензии в государственный орган или ПРООН в отношении любых средств, которые востребованы или могут быть востребованы за любые выполненные работы или поставленные материалы согласно настоящему контракту, или любых других требований или претензий против Подрядчика.

## **10. ПРАВО СОБСТВЕННОСТИ НА ОБОРУДОВАНИЕ**

Право на любое оборудование и материалы, которые могут быть предоставлены ПРООН, должно оставаться за ПРООН, и всякое оборудование такого рода должно быть возвращено ПРООН при завершении данного Контракта или тогда, когда исчезла необходимость в его дальнейшем использовании Подрядчиком. Такое оборудование должно быть возвращено ПРООН в том же состоянии, в котором оно было предоставлено Подрядчику, с учетом нормального износа. Подрядчик должен предоставить компенсацию ПРООН за оборудование, которое признано поврежденным или испорченным сверх нормального износа.

## **11. АВТОРСКОЕ ПРАВО, ПАТЕНТЫ И ДРУГИЕ ПРАВА СОБСТВЕННОСТИ**

ПРООН имеет право на всю интеллектуальную собственность и другие права собственности, включая, но не ограничиваясь только указанным, патенты, авторские права и торговые марки, в отношении изделий, или документов и других материалов, которые имеют прямое отношение или произведены, подготовлены либо составлены, в силу или в ходе выполнения данного Контракта. По запросу ПРООН Подрядчик должен предпринять все необходимые шаги, составить все необходимые документы и в общем оказать содействие в обеспечении таких прав собственности и передачи их ПРООН в соответствии с требованиями применимого законодательства.

## **12. ИСПОЛЬЗОВАНИЕ НАЗВАНИЯ, ЭМБЛЕМЫ ИЛИ ОФИЦИАЛЬНОЙ ПЕЧАТИ ПРООН ИЛИ ОРГАНИЗАЦИИ ОБЪЕДИНЕННЫХ НАЦИЙ.**

Подрядчик не должен рекламировать или иным способом обнародовать тот факт, что он является Подрядчиком ПРООН. Также, Подрядчик, не может использовать каким-либо способом название, эмблему или официальную печать ПРООН или Организации Объединенных Наций, или любое сокращение названия ПРООН или Организации

shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

#### **14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

14.1 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 which are beyond the control of the Parties.

14.2 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 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 UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, 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.

14.3 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, 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.

#### **15. TERMINATION**

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

Объединенных Наций в связи со своим бизнесом или иным способом.

#### **13. КОНФИДЕНЦИАЛЬНЫЙ ХАРАКТЕР ДОКУМЕНТОВ И ИНФОРМАЦИИ**

13.1 Все карты, эскизы, фотографии, мозаики, планы, отчеты, рекомендации, оценки, документы и другие данные, составленные или полученные Подрядчиком согласно настоящему контракту должны оставаться в собственности ПРООН, рассматриваться как конфиденциальные, и направляться только уполномоченным должностным лицам ПРООН по завершении работ согласно настоящему контракту.

13.2 Подрядчик не может передавать другому лицу, Правительству или органу, внешнему по отношению к ПРООН, любую информацию, ставшую известной ему в связи с его совместной деятельностью с ПРООН, которая не была обнародована с разрешения ПРООН; при этом, Подрядчик никогда не должен использовать такую информацию для получения собственной выгоды. Эти обязательства не имеют срока истечения после завершения данного Контракта.

#### **14. ФОРС МАЖОР, ДРУГИЕ ИЗМЕНЕНИЯ ПОЛОЖЕНИЙ**

14.1 Обстоятельства форс мажор (непреодолимой силы), для целей этой Статьи, означают стихийные явления, войны (объявленные или необъявленные), вторжения, революции, восстания, или другие действия подобного характера, или силы, которые проявляются вне зависимости от возможностей сторон их контролировать.

14.2 В случае и как можно скорее после возникновения любой причины, представляющей собой непреодолимую силу, Подрядчик должен направить ПРООН уведомление и полные и подробные сведения в письменной форме о таком событии или предполагаемых изменениях, если Подрядчик вследствие их оказался не в состоянии, полностью или частично, исполнять обязательства согласно настоящему контракту. Подрядчик должен также уведомить ПРООН относительно любых других изменений в условиях или возникновении любых явлений, которые препятствуют или угрожают выполнению данного Контракта. Такое уведомление должно включать в себя шаги, предлагаемые Подрядчиком, включая любые разумные альтернативные средства для выполнения работ, которым не препятствуют форс-мажорные обстоятельства. По получении уведомления, требуемого настоящей Статьей, ПРООН должна предпринять действия по собственному усмотрению в соответствии со сложившейся ситуацией, включая предоставление Подрядчику разумного продления времени для того, чтобы исполнить свои обязательства согласно настоящему контракту.

14.3 Если Подрядчик не имеет более возможности, полностью, или частично, из-за форс-мажорных

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. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

## **16 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, or relating to 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**

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such

обстоятельств, исполнить обязательства согласно настоящему контракту, ПРООН имеет право приостановить или прервать исполнение Контракта согласно тем же срокам и условиям, которые предусмотрены в Статье 15, "Расторжение", за исключением того, что период для уведомления должен составлять семь (7) дней вместо тридцати (30) дней.

## **15. РАСТОРЖЕНИЕ**

15.1 Любая из сторон может расторгнуть данный Контракт по собственным причинам, полностью или частично, после направления уведомления в письменной форме в срок за тридцать дней другой стороне. Инициирование арбитражных слушаний в соответствии со Статьей 16 "Урегулирование споров", приведенной ниже, не будет рассматриваться как расторжение данного Контракта.

15.2 ПРООН оставляет за собой право расторгнуть без причины данный Контракт в любое время, при условии направления за 15 дней до расторжения письменного уведомления Подрядчику, в случае чего ПРООН должна возместить Подрядчику все разумные затраты, понесенные Подрядчиком до получения уведомления о расторжении.

15.3 В случае расторжения контракта ПРООН в соответствии с этой Статьей, никакая оплата не причитается со стороны ПРООН Подрядчику кроме стоимости работ и услуг, удовлетворительно выполненных согласно конкретным условиям данного Контракта. Подрядчик должен предпринять немедленные шаги, чтобы прервать выполнение работ и услуг скорейшим и организованным способом и минимизировать потери и дальнейшие расходы.

15.4 Если Подрядчик объявлен банкротом по решению суда, ликвидирован или стал неплатежеспособным, или если Подрядчик производит действия в интересах своих кредиторов, или если в случае некредитоспособности Подрядчика назначен Преемник по его правам и обязательствам, ПРООН может без ущерба для любого другого права или законного средства, немедленно прервать выполнение данного Контракта. Подрядчик должен немедленно сообщить ПРООН о возникновении любого из вышеупомянутых случаев.

## **16. УРЕГУЛИРОВАНИЕ СПОРОВ**

### **16.1. Урегулирование по взаимному согласию**

Стороны должны использовать все возможные пути, чтобы уладить по взаимному согласию любой спор, противоречие или претензию по данному Контракту или нарушение его положений, расторжение или недействительность. В случае, если стороны намерены достичь такого урегулирования по взаимному согласию посредством примирения, примирение должно быть оформлено в соответствии с Правилами Примирения Комиссии ООН по праву международной торговли, действующим на этот момент, или согласно другой подобной процедуре, согласованной между сторонами.



arbitration as the final adjudication of any such controversy, claim or dispute.

## **17. 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. 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 UNDP to determine a mutually acceptable procedure for further actions.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and 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 UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19 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. 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

## **16.2. Арбитраж**

Если такой спор, противоречие или претензия между Сторонами, проистекающими из данного Контракта или нарушения, расторжение или недействительности его не улажены по взаимному согласию, согласно предшествующему параграфу этой Статьи, в течение шестидесяти (60) дней после получения одной Стороной просьбы от другой Стороны о таком урегулировании, такой спор, противоречие или претензия должны быть направлены любой Стороной в арбитраж в соответствии с Правилами Арбитража Комиссии ООН по праву международной торговли, действующими на этот момент, включая условия о применимом законодательстве. Арбитражный трибунал не имеет права выносить решение о штрафных убытках. Стороны должны подчиниться решению арбитража, вынесенному в результате проведения такого арбитража, как окончательному судебному решению в отношении любого противоречия, претензии или спора.

## **17. ПРИВИЛЕГИИ И ИММУНИТЕТЫ**

Никакие положения, касающиеся данного Контракта, не могут считаться отказом, явным или подразумеваемым, от любой из привилегий и иммунитетов Организации Объединенных Наций, включая ее вспомогательные органы.

## **18. ОСВОБОЖДЕНИЕ ОТ НАЛОГОВ**

18.1 Раздел 7 Конвенции о Привилегиях и иммунитетах Организации Объединенных Наций предусматривает, помимо прочего, что Организация Объединенных Наций, включая ее вспомогательные органы, освобождена от всех прямых налогов, кроме сборов за услуги предприятий коммунального обслуживания, и от таможенных пошлин и сборов подобного характера за товары, ввозимые или вывозимые в служебных целях. В случае, если какой-либо государственный орган отказывается признавать право Организации Объединенных Наций на освобождение от таких налогов, пошлин или сборов, Подрядчик должен немедленно начать консультации с ПРООН, чтобы определить взаимоприемлемую процедуру для дальнейших действий.

18.2 Соответственно, Подрядчик разрешает ПРООН вычитать из счета Подрядчика любые суммы, представляющие такие налоги, пошлины или сборы, кроме случаев, когда Подрядчик согласовал их с ПРООН до момента оплаты, и ПРООН, в каждом конкретном случае, уполномочила Подрядчика выплачивать такие налоги, пошлины или сборы. В таком случае, Подрядчик должен предоставить ПРООН письменное свидетельство, что оплата таких налогов, пошлин или сборов была произведена и уполномочена должным образом.

## **19 ДЕТСКИЙ ТРУД**

19.1 Подрядчик гарантирует, что ни он сам, ни какой-либо из поставщиков не вовлечен в практику, противоречащую

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. 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. AUTHORITY TO MODIFY**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

правам, сформулированным в "Конвенции о правах ребенка", включая ее Статью 32, которая, помимо прочего, требует, чтобы ребенок был защищен от необходимости выполнения любой работы, которая, как предполагается, может представлять угрозу возможности получения образования ребенком, или быть вредной для здоровья ребенка, его физического умственного, духовного, морального или социального развития.

19.2 Любое нарушение этой гарантии дает право ПРООН расторгнуть данный Контракт немедленно после уведомления Подрядчику, без возмещения каких-либо затрат со стороны ПРООН.

#### **20. МИНЫ**

20.1 Подрядчик гарантирует, что ни он сам, ни его поставщики не заняты в патентных действиях, разработке, сборке, производстве, торговле или изготовлении мин, или в подобных действиях в отношении компонентов, в основном используемых при изготовлении мин. Термин "мины" означает устройства, определенные в Статье 2, Параграфах 1, 4 и 5 Протокола 2 Конвенции о запрещении и ограничении применения конкретных видов обычного оружия, которые могут считаться наносящими чрезмерные повреждения или имеющими неизбирательное действие от 1980г.

20.2 Любое нарушение этой гарантии дает право ПРООН расторгнуть данный Контракт немедленно после уведомления Подрядчику, без каких-либо обязательств по возмещению расходов или иной ответственности со стороны ПРООН.

#### **21. СОБЛЮДЕНИЕ ЗАКОНОДАТЕЛЬСТВА**

Подрядчик должен соблюдать все законы, постановления, правила и инструкции, затрагивающие обязательства в соответствии с данным Контрактом.

#### **22. ПРАВО НА ВНЕСЕНИЕ ПОПРАВOK**

Никакие поправки или изменения в данном Контракте, отказ от любого из условий или любых дополнительных договорных отношений любого вида с Подрядчиком не имеют силы и применения против интересов ПРООН, если в настоящий контракт не внесены Поправки, подписанные уполномоченным должностным лицом ПРООН.

UNDP:

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Contractor:

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ПРООН:

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Подрядчик:

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## TERMS OF REFERENCE (TOR)

### for conducting capacity building on GFC project development, evaluation and climate financing in Uzbekistan

#### **1. General Background:**

Central Asia as a whole is recognized as one of the world's most vulnerable regions to the impacts of long-term climate change and current climate variability. The financial needs for Uzbekistan to be able to effectively mitigate and adapt to climate change are still substantial. Further, in spite of the ongoing experience in developing and managing projects, there are still institutional capacity gaps to ensure that the Government of Uzbekistan can systematically access, sequence, manage, and monitor climate finance. With these challenges, there is an opportunity to shift the country's focus from technical and procedural support to the development of an in-depth strategy and architecture on climate change finance as well as establishing a robust framework for climate finance. The Green Climate Fund (GCF) Readiness Programme aims to address these capacity gaps.

The objective of the GCF Readiness Programme is to support the Government of Uzbekistan in strengthening their national capacities to effectively and efficiently plan for, access, manage, deploy and monitor climate financing in particular through the GCF. These activities will be planned and implemented in line with national policies and priorities. The Programme targets two important aspects of the GCF approach, access to funds and private sector engagement, both of which require significant preparatory work before GCF financing will be possible at scale. The GCF Readiness Programme focuses on a range of preparatory activities to: a) build and strengthen the institutional capacity of national entities in Uzbekistan, with a focus on enabling direct access; and to b) help Uzbekistan to prepare climate change mitigation and adaptation investment strategies, programmes and projects, including through the active involvement of the private and financial sectors.

Readiness for climate finance is an emerging field of study and there is a dearth of knowledge in this area. Recently, some tools and methods for assessing readiness for climate finance are being developed. Due to inadequate data and knowledge, it has been difficult to plan and manage climate finance options at multiple levels.

#### **2. General goal:**

The goal of the present Terms of Reference is to contribute to building the capacities of the national stakeholder groups (ie, government agencies, line ministries, private sector, NGOs, research centers, etc.) for project development for climate financing, in line with GCF investment criteria, including through raising awareness and strengthening understanding about the GCF and its processes, and priorities.

**3. Scope of work:** The Contractor will work in close collaboration with the project team to ensure sharing of key information and satisfactory achievement of the project outputs.

- 3.1 For the targeted group of the **government agencies and institutions**, the contractor will provide information and advice on climate finance by the GCF, including
  - a. Undertake awareness raising on the GCF and its requirements regarding fiduciary and institutional capacities of the GCF (transparency and self-investigative powers; monitoring and evaluation practices; financial and programme management; environmental, social and gender safeguards) through workshops for identified national and subnational stakeholders;
  - b. Conduct a technical workshop that involves the focal institutions in the type of projects and programmes the GCF will fund.
- 3.2 For the targeted group of the **potential project developers (public and private), including two local think tanks**, the contractor will build capacity in developing and sustaining a project and programme pipeline, including:
  - a. Conduct a technical training for key stakeholders in public and private sectors on appraisal of climate change mitigation measures and GCF project design and development.

- 3.3 For the **Local Financial Institutions** (LFIs), the contractor will train the LFIs to identify, assess and structure financing plans for climate-relevant investment opportunities in the public and private sectors, including:
- a. Raise the LFI awareness on climate finance landscape through a workshop on climate-relevant investments into climate change project/programmes;
  - b. Strengthen LFI skills on the criteria for evaluating risks in climate change projects.
- 3.4 To implement the 3.1-3.3 to design training modules and develop training materials (presentation, case studies, hand-outs) (home-based):
- ✓ Conduct thorough desk review of GCF investment criteria and requirements for funding (supported by national project team)
  - ✓ Identify feasible case-studies for demonstration, that are appropriate to current socio-economic situation and fit to climatic conditions of Uzbekistan;
  - ✓ Design the training modules/ sessions and prepare any handout materials, including literature review, case studies, graphics, etc.
  - ✓ The training on mitigation and adaptation should cover at minimum the following topics, but may be extended or modified based on the recommendations of the contractor:
    - General understanding of climate change causality, risks, threats and impacts on key economic sectors; defining mitigation and adaptation and additionality/ incrementality over the baseline;
    - Identification of mitigation and adaptation options in the national context and appraisal methodologies (tools and instruments to assess the vulnerability to climate change impacts and to identify adaptation and mitigation options);
    - Review of Green Climate Fund funding requirements: investment criteria; supporting assessments and studies; project approval cycle, etc.
  - ✓ The training on project design and proposal development should cover at minimum the following topics:
    - Introduction to the GCF's project cycle and proposal requirements, specifics and differences of project proposals for mitigation and adaptation;
    - Key aspects to be taken into consideration, while developing project proposals for climate change mitigation;
    - Development of proposal: Structure of the proposal, conducting research and assessment, cost-benefit analysis and financial analysis, methods of GHG emission calculation, monitoring plan, etc.;
    - Methodology and main approaches for defining baselines: small and big scale projects;
    - Definition of additionality and importance of this element;
    - An example of the project proposal for mitigation activities.
  - ✓ The minimum set of topics to be covered in other thematic trainings will be discussed and defined in consultation with the contractor;
  - ✓ Modules and materials should be discussed with and cleared by the Project Manager and UNDP CO;
  - ✓ Undertake mission(s) to Uzbekistan to conduct capacity building activities indicated above.
- 3.5 Jointly with national counterparts (Center for Economic Research and the Institute of Forecasting and Macroeconomic Research) develop manual/toolkit on elaboration and evaluation of project proposals for climate change mitigation, including proposal template and tools/checklists required (home-based):
- ✓ Developing a Guideline on development of quality project proposals, including format and

template:

- ✓ Developing draft tools/checklists to identify quality of project proposals and to prioritize projects and link to national policies and priorities;
- ✓ Manual/Toolkits should be cleared by the PM and UNDP CO.

3.6 Design a Work Plan and Schedule of the expected capacity building activities for all target groups indicated above and coordinate with the UNDP/UNEP/Uzhydromet “Green Climate Fund (GCF) Readiness Programme in Uzbekistan” and UNDP Country Office.

3.7 Produce a summary Report (in English) on implementation of the above capacity building, and submit to UNDP Country Office.

**4. Expected outputs and timeframes:**

Outputs/Deliverables		Tentative Timeframe
4.1	Agreed Work Plan and Schedule of the expected capacity building activities (trainings) for the target groups (Output #1)	
4.2	Training modules and materials, including handouts on mitigation appraisal, and project design and proposal development, and other thematic trainings submitted in English or Russian and accepted by the Project Manager and UNDP CO (Output #2)	During or upon completion of each of the training sessions (see 4.3 below)
4.3	At least three thematic training sessions for the national project stakeholder groups conducted on:	
	d. GCF investment criteria (fiduciary standards, additionality, environmental and social screening, gender aspects) and type of projects funded by the GCF <u>Target audience:</u> government agencies (ie., NDA, members of the Interagency Working Group), public and private institutions, think tanks, NGOs Duration: 2-3 days (Output #3)	April 2017
	e. Mitigation and Adaptation to Climate Change and project proposal development <u>Target audience:</u> government agencies (ie., NDA, members of the Interagency Working Group), public and private institutions, think tanks, NGOs Duration: 5 days (Output #4)	May-June of 2017
	f. Assessing climate relevant investment opportunities, climate finance mechanisms and instruments, evaluation of risks in climate change projects, M&E of climate financing <u>Target audience:</u> LFI and government agencies (ie., NDA, members of the Interagency Working Group), public and private institutions, think tanks, NGOs Duration: 5 days (Output #5)	August-September 2017
4.4	Finalized Report on capacity building activities conducted for the national stakeholder groups (Output #6)	October 2017

**5. Reporting**

Contractor shall submit reports on the completed works:

- a) Report on the agreed Work Plan and Schedule of the expected capacity building activities for all required targeted groups;
- b) Report on capacity building activities conducted for all required targeted groups

\* The reports are provided to UNDP in electronic format.

## **6. Qualification requirements to organization**

- 6.1 Minimum of five years of practical experience in conducting capacity building activities in the area of climate change mitigation and climate financing, preferable related to GCF. Working experience in CIS countries and/or GCF targeted countries will be considered as an advantage;
- 6.2 Availability of proven records of produced studies/reports and experience in presentation of results to the target audience.
- 6.3 Required team qualifications:
  - 6.3.1 Project manager/Team Leader/Chief Specialist: advanced university degree in the field of environment, climate change, climate finance, and similar, minimum of five years of working experience in similar capacity building tasks in the area of mitigation and adaptation to climate change, climate finance and investments. Participation, as a project manager/task manager, in at least three projects dealing with capacity building activities. Experience of working with GCF financing, its investment criteria, including GCF processes, and priorities. Working experience in CIS countries and/or GCF targeted countries will be considered as an advantage.
  - 6.3.2 Availability of 2 Specialists on thematic issues (adaptation, mitigation of climate change, climate finance): higher professional education, minimum of three years of working experience in similar tasks. Participation, as a team member, in at least two projects dealing with capacity building activities. Working experience in CIS countries and/or GCF targeted countries will be considered as an advantage. Experience of working with GCF financing, its investment criteria, including GCF processes, and priorities is an advantage. The provision of services of additional team will be considered as an advantage.
  - 6.3.3 Availability of at least 1 team member of the team with working language of Russian will be considered as an advantage. At least 2 team members must possess working language of English.