

INVITATION TO BID

Services for cleaning office premises, outdoor area and landscaping services, and minor urgent repairs of electrics and plumbing equipment in the territory of the UN Building in Almaty located at Block 1, Bldg. 303, Baizakov Street

ITB No.: 2019-054 KAZ UNDP

Project: New UN Building in Almaty, Kazakhstan

Country: Kazakhstan

Issued on: 29 August 2019

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Section 1. Letter of Invitation

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

Section 1: This Letter of Invitation Section 2: Instruction to Bidders

Section 3: Bid Data Sheet (BDS)

Section 4: Evaluation Criteria

Section 5: Schedule of Requirements and Technical Specifications

Section 6: Returnable Bidding Forms

- o Form A: Bid Submission Form
- o Form B: Bidder Information Form
- o Form C: Joint Venture/Consortium/Association Information Form
- o Form D: Qualification Form
- Form E: Format of Technical Bid
- Form F: Price Schedule
- Form G: Form of Bid Security [Not required]

If you are interested in submitting a Bid in response to this ITB, please prepare your Bid in accordance with the requirements and procedure as set out in this ITB and submit it by the Deadline for Submission of Bids set out in Bid Data Sheet.

Please acknowledge receipt of this ITB by sending an email to cholponbek.omuraliev@undp.org, indicating whether you intend to submit a Bid or otherwise. You may also utilize the "Accept Invitation" function in eTendering system, where applicable. This will enable you to receive amendments or updates to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

UNDP looks forward to receiving your Bid and thank you in advance for your interest in UNDP procurement opportunities.

Issued by Approved by:

Cholponbek Omuraliev

Name: Cholponbek Omuraliev

Title: [UNDP Procurement Associate

Date: August 29, 2019

Dana Amanova

Name: Dana Amanova

Title: UNDP Operations Manager

Date: August 29, 2019

Section 2. Instruction to Bidders

GENERAL PROVISIONS				
1. Introduction	1.1	Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d		
	1.2	Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.		
	1.3	UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.		
	1.4	As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.		
2. Fraud & Corruption, Gifts and Hospitality	2.1	UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office of audit andinvestigation.html#anti		
	2.2	Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.		
	2.3	In pursuance of this policy, UNDP:		
		(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.		
	2.4	All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct-english.pdf		
3. Eligibility	3.1	A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by		

these organizations. 3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP. 4. Conflict of Interests 4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they: a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. 4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists. 4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following: If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure. 4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid. **B. PREPARATION OF BIDS** 5. General 5.1 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in Considerations rejection of the Bid. 5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify

the UNDP accordingly.

6. Cost of Preparation of Bid	6.1	The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
7. Language	7.1	The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.
8. Documents Comprising the Bid	8.1	The Bid shall comprise of the following documents and related forms which details are provided in the BDS: a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Bid; c) Price Schedule; d) Bid Security, if required by BDS; e) Any attachments and/or appendices to the Bid.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	9.1	The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
10. Technical Bid Format and Content	10.1	The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.
	10.2	Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.
	10.3	When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.
	10.4	When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.
11. Price Schedule	11.1	The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.
	11.2	Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.
12. Bid Security	12.1	A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.
	12.2	The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.

12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid. 12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS. 12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions: a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or; b) In the event the successful Bidder fails: to sign the Contract after UNDP has issued an award; or to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder. 13. Currencies 13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids: a) UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above. 14. Joint Venture, 14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Consortium or Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that: (i) they have designated one party to act as a lead entity, duly vested Association with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture. 14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP. The lead entity and the member entities of the JV, Consortium or Association 14.3 shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid. 14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP. 14.5 A JV, Consortium or Association in presenting its track record and experience

	should clearly differentiate between:
	a) Those that were undertaken together by the JV, Consortium or Association;
	and
	 Those that were undertaken by the individual entities of the JV, Consortium or Association.
	14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials
	14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.
15. Only One Bid	15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.
	 15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following: a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or 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 influence on the Bid of another Bidder regarding this ITB process; e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Bid Validity Period	16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.
	16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.
17. Extension of Bid Validity Period	17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.
	17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.
	17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.

18. Clarification of Bid (from the Bidders)	18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.
	18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.
	18.3 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.
19. Amendment of Bids	19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.
	19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.
20. Alternative Bids	20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.
	20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"
21. Pre-Bid Conference	21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.

C. SUBMISSION AND OPENING OF BIDS				
22. Submission	22.1	The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.		
	22.2	The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.		
	22.3	Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.		
Hard copy (manual) submission	22.4	Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:		
		a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.		
		 (b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which_shall: Bear the name of the Bidder; Be addressed to UNDP as specified in the BDS; and Bear a warning not to open before the time and date for Bid opening as specified in the BDS. 		
		If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.		
Email and eTendering	22.5	Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:		
submissions		a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;		
		b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.		
	22.6	Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/		
23. Deadline for Submission of Bids and Late Bids	23.1	Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP		
	23.2	UNDP shall not consider any Bid that is received after the deadline for the		

		submission of Bids.
24. Withdrawal, Substitution, and	24.1	A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.
Modification of Bids	24.2	Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"
	24.3	eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.
	24.4	Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.
25. Bid Opening	25.1	UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.
	25.3	In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.
D. EVALUATION OF	BIDS	
26. Confidentiality	26.1	Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.
	26.2	Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.
27. Evaluation of Bids	27.1	UNDP will conduct the evaluation solely on the basis of the Bids received.
	27.2	 Evaluation of Bids shall be undertaken in the following steps: a) Preliminary Examination including Eligibility b) Arithmetical check and ranking of bidders who passed preliminary examination by price. c) Qualification assessment (if pre-qualification was not done)

	 a) Evaluation of Technical Bids b) Evaluation of prices Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary
28. Preliminary Examination	28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.
29. Evaluation of Eligibility and Qualification	29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).
	 In general terms, vendors that meet the following criteria may be considered qualified: a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; d) They are able to comply fully with the UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
30. Evaluation of Technical Bid and prices	30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.
31. Due diligence	 31.1 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following: a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous

		 works, as deemed necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Bids	32.1	To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.
	32.2	UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.
	32.3	Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.
33. Responsiveness of Bid	33.1	UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.
	33.2	If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
34. Nonconformities, Reparable Errors and Omissions	34.1	Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.
	34.2	UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	34.3	For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:
		 if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;
		b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
		c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
	34.4	If the Bidder does not accept the correction of errors made by UNDP, its Bid shall

	be rejected.
E. AWARD OF CON	TRACT
35. Right to Accept, Reject, Any or All Bids	35.1 UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36. Award Criteria	36.1 Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.
37. Debriefing	37.1 In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
38. Right to Vary Requirements at the Time of Award	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, 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.
39. Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.
40. Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41. Performance Security	41.1 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at

	https://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	43.1 If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.
44. Payment Provisions	44.1 Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.
45. Vendor Protest	45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html
46. Other Provisions	 46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence. 46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence. 46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15

Section 3. Bid Data Sheet

The following data for the goods and/or services to be procured shall complement, supplement, or amend the provisions in the Invitation to Bid In the case of a conflict between the Instructions to Bidders, the Bid Data Sheet, and other annexes or references attached to the Bid Data Sheet, the provisions in the Bid Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	Russian
2		Submitting Bids for Parts or sub- parts of the Schedule of Requirements (partial bids)	Not Allowed
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	Will be Conducted Time: [16.00 (GMT +6) Date: September 3, 2019 12:00 AM Venue: [UN House, Bldg #303, Corpus #1, Baizakova Street, Almaty city, Kazakhstan The UNDP focal point for the arrangement is: Grigoriy Zaberezhniy, Facility Manager, Almaty UN building Telephone: + 7 727 258 26 43 E-mail: grigoriy.zaberezhnyy@undp.org
5	16	Bid Validity Period	90 days
6	13	Bid Security	Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will be imposed as follows: Percentage of contract price per day of delay: 0.5 Max. number of days of delay 20, after which UNDP may terminate the contract.

9	40	Performance Security	Not Required
10	12	Currency of Bid	Local currency Kazakh Tenge
11	31	Deadline for submitting requests for clarifications/ questions	5 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Grigoriy Zaberezhniy, Facility Manager, Almaty UN building E-mail address: grigoriy.zaberezhnyy@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Direct communication to prospective Proposers by email and Posting on the website www.undp.org and www.ungm.org
14	23	Deadline for Submission	15.00 (GMT +6), 19 сентября 2019
14	22	Allowable Manner of Submitting Bids	□ Courier/Hand Delivery □ Submission by email □ e-Tendering
15	22	Bid Submission Address	procurement.kz@undp.org BU: UNDP Kazakhstan ITB #2019-054 KAZ UNDP
16	22	Electronic submission (email or eTendering) requirements	 Format: PDF files only File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. All files must be free of viruses and not corrupted. Max. File Size per transmission: 9 Mb. Mandatory subject of email: ITB #2019-054 KAZ UNDP - Services for cleaning office premises, outdoor area and landscaping services, and minor urgent repairs of electrics and plumbing equipment in the territory of the UN Building in Almaty located at Block 1, Bldg. 303, Baizakov Street
17	25	Date, time and venue for the opening of bid	Date and Time: September 19, 2019 3:10 PM Venue: UN House, Building #14, Mambetov Street, Nur-Sultan, Kazakhstan In the case of e-Tendering submission, bidders will receive an automatic notification once their Bids are opened.

18	27, 36	Evaluation Method for the Award of Contract	Lowest priced technically responsive, eligible and qualified bid.
19		Expected date for commencement of Contract	November 1, 2019
20		Maximum expected duration of contract	1 year with possibility of extension for 2 additional years subject to satisfactory performance and fund availability
21	35	UNDP will award the contract to:	One Proposer Only
22	39	Type of Contract	Choose an item. http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23	39	UNDP Contract Terms and Conditions that will apply	Choose an item. http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
24		Other Information Related to the ITB	UNDP will arrange a site visit to the UN House on 4 and 5 September 2019 from 10.00 till 12.00. The Offerors are requested to contact to Mr. Grigoriy Zaberezhniy, Facility Manager, Almaty UN building by 16.00, 3 September 2019. Telephone: + 7 727 258 26 43
			E-mail: grigoriy.zaberezhnyy@undp.org

Section 4. Evaluation Criteria

Preliminary Examination Criteria

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- Bid Validity
- Bid Security (if required) submitted as per ITB requirements with compliant validity period

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on a Pass/Fail basis.

If the Bid is submitted as a Joint Venture/Consortium/Association, each member should meet the minimum criteria, unless otherwise specified.

Subject	bject Criteria	
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
Conflict of Interest	Conflict of Interest No conflicts of interest in accordance with ITB clause 4.	
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
Certificates and Licenses	 Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country Licenses for the required cleaning services, if required by local legislation 	Form B: Bidder Information Form
QUALIFICATION		
History of Non- Performing	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form

Contracts ¹		
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum 3 years of relevant experience.	Form D: Qualification Form
	Minimum 3 contracts of similar value, nature and complexity implemented over the last 3 years. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
Financial Standing	A certificate of no tax debt and financial statements for 2016-2018, (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
Technical Evaluation	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.	Form E: Technical Bid Form
Financial Evaluation	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F. Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training,	Form F: Price Schedule Form
	special packaging, etc., where applicable) Comparison with budget/internal estimates.	
Other documents	Documents confirming availability of the material base technical means to perform the required services List of consumables (detergents) with detailed description (the list should include the brand name, name of the product and its intended use);	
	Certificate or registration in compliance with the requirements of the Technical Regulations of the Republic of Kazakhstan for means and consumables;	
	Offerors must provide detailed information about personnel, availability professional personnel with relevant experience and skills;	
	Schedule of work / services for cleaning the building, cleaning and landscaping of the adjacent territory in accordance with the requirements of Appendix 1;	
	Quality certificates (ISO, etc.), if any;	
	Environmental / Environmental Certification (Green Standards) of the Company or of the product supplied, if any.	

¹ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities

Term of Reference

to provide a package of services for cleaning office premises, outdoor area and landscaping services, and minor urgent repairs of electrics and plumbing equipment in the territory of the UN Building in Almaty located at Block 1, Bldg. 303, Baizakov Street.

General Provisions

The United Nations' Development Program on behalf of the participating UN agencies (UNDP, UNEP, UN Women, UNDSS, UNAIDS, UNISDR, UNICEF, UNFPA, UNHCR, UNESCO, UNOCHA, UNODC, and DPI) is looking for a service provider via the Almaty UN Building Management Department to ensure the high quality of a package of services for cleaning the indoor premises and outdoor area, and landscaping and minor urgent repairs of electrics and plumbing equipment within the UN Building in Almaty located at Block 1, Bldg. 303, Baizakov Street.

The area of the Building is $10,920 \text{ m}^2$ (including parking – $2,380 \text{ m}^2$) The adjacent area for cleaning - 997 m^2 Flower beds and lawns - 350 m^2 3 security posts - 34 m^2

- Additional information will be sent to all interested companies.

According to this Statement of Work, the Contractor undertakes to provide service personnel, necessary implements and equipment, cleansers and consumables. The Contractor also undertakes to equip toilet and shower rooms with sanitary materials including toilet paper, paper towels and tissues, and liquid soap, dispensers for paper tissues and liquid soap, with antibacterial gel, disposable paper coatings for toilet bowls, and to take all such necessary measures as set forth herein to ensure the performance of obligations under the Contract.

Expectations

- Providing complete services in accordance with this Terms of Reference and the terms of the Contract;
- Providing effectively a package of services for cleaning the indoor premises and outdoor area, and landscaping in the territory of the UN Representative Office;
- Maintaining high hygiene standards and the Office's policies that contribute towards the environmental protection;
- Keeping the UN Building and the adjacent area clean and tidy;
- Providing electrical and plumbing services for minor urgent repairs on a qualitative basis;
- Any other services related to the cleaning of indoor premises and outdoor area, and the landscaping.

Scope of Services

Regular daily cleaning

- Cleaning, wiping, vacuum cleaning and dust removal from office furniture, carpets, garbage cans, walls etc.;
- Washing stairs, corridors and stone surfaces;

- Cleaning all glasses, mirrors, partitions and baseboards inside the rooms, and all balconies;
- Cleaning common areas, conference halls, a cafeteria, a sports hall, a reception area and halls;
- Using special equipment and means for the marble surface;
- Cleaning toilet rooms and facilities including toilet bowls, wash basins, mirrors, walls and floors:
 - toilet rooms should have toilet paper, paper towels, toilet bowl covers, liquid soap, and air fresheners;
 - mini-kitchens should have dishwashing liquid, liquid soap, and paper towels (in dispensers);
- Keeping kitchen appliances, utensils, household appliances (coffee maker, microwave, refrigerator) and kitchen rooms clean during the day;
- Flower care (purchase of pots, cache-pots, fertilizers and other materials for plant care);
- Maintaining the "green office" standards in the provision of services, i.e. economical use of water, electricity and other resources. If required, making proposals to facilitate the "green office" operation;
- Providing additional services to keep the UN building clean and tidy if needed;
- Assisting in arranging for coffee breaks when required; dishwashing, table setting, and cleaning after a coffee break.

Weekly cleaning work

- Vacuum cleaning of all carpets with appropriate disinfectant detergents twice a week;
- All types of doors and handles should be cleaned once a week, and metal-plastic windows, doors, and glass partitions should be cleaned every day using special cleansers;
- Cleaning battery surfaces once a week;
- Cleaning surfaces of flower vases and pots;
- Removing dust from all lamps and dome lamps;
- The parking lot should be cleaned 2 times a week using special equipment;
- General cleaning of all the premises, areas and the territory once a week.

Monthly cleaning work

- All sofas and armchairs should be cleaned as and when needed.
- Cleaning of all types of curtains/jalousies

Annual cleaning work

- Processing indoor premises from insects once/twice a year, as needed;
- Cleaning the building face (washing windows, iron fencing, security booths, external metal shutters) twice a year.

Landscaping and cleaning the adjacent territory

- Providing technical advice and professional guidance on landscaping, horticulture, weed removal and pruning;
- Providing one gardener with appropriate implements and fertilizers to ensure the daily management of gardens, flower beds, lawns, and to maintain the order in the courtyard and to clean the fenced territory of the UN Building;
- Watering, fertilizing, weeding, regular and sanitary pruning of trees, prevention and treatment from of parasites and viruses to maintain trees in good condition using herbicides only as needed;
- Lawn care, grazing grass at least 1 time in 10 days and watering if needed, as well as applying pest control measures as necessary;
- Preventive measures for the care of lawns and fir trees to avoid damage in cold weather and at low temperatures;
- Carrying out the necessary work subject to the season and weather conditions, i.e. cleaning the garden of fallen leaves and the adjacent area of snow in winter, and removal thereof from the territory if necessary;
- Discharging other duties upon request.

Requirements for cleaning materials, gardening and technical equipment:

Cleansers must be harmless to the human health and the environment.

Necessary consumables:

- Toilet paper, paper towels, disposable toilet bowl covers;
- Liquid hand soap, dishwashing detergents, and other consumables if needed.

Consumables specification:

- Toilet paper

Toilet paper should be of high quality, soft, white, two-layer, in large rolls, having 10 cm perforation. It should be also absolutely hygienic, hypoallergenic, and should have a high absorption property and dissolve well in water without clogging the water pipe. Paper should be made of environmentally friendly and healthy raw materials - 100% cellulose.

- Paper towels

Towels should be folded in the form of Z thereby ensuring the supply of only one towel. Paper towels should be soft, white, 100% cellulose, and moisture-absorbing.

- Liquid soap

Liquid soap should consist of natural ingredients causing no irritation, and should be hypoallergenic, without a strong smell, and should protect the skin from excessive dryness, while maintaining a normal pH balance.

- Brushes should be in each toilet facility and, if required, they should be extra bought.
- Disposable paper cover on the toilet seat.
- Roll towels

All cleaning products and consumables should be certified and/or have a state registration certificate and/or shall comply with the Technical Regulations of the Republic of Kazakhstan.

Services (minor urgent repairs), which shall include:

- Repairing the electrical wiring without replacing it completely, replacing bulbs and spots, amplifying electrical points
 with sockets, moving sockets and lighting fixtures to other places, hanging a new ceiling lamp or installing lighting
 fixtures;
- Repairing street lighting and lighting fixtures;
- Replacing plumbing equipment without the need to change pipes or insert new equipment into the sewage system (for example, siphons, taps, gaskets);
- Surface restoration of the interior door leaf;
- Repairing or inserting locks;
- Work to eliminate minor malfunctions and damage during the current minor urgent repair, no structural elements or functional purpose of the premises should be changed;
- Calling an electrician/a plumber as and when needed;
- Readiness to come to the call 24 hours a day as necessary for a fee, in emergency cases.

Accountability

The Contractor shall report to the Almaty UN Building Management Department on the cleaning work carried out in accordance with this Statement of Work until the 5th day of each month following the reporting one.

The report shall include as follows:

- a) A list of the work actually performed, quality control of the work by the Contractor's facility manager;
- b) Recommendations for the Almaty UN Building Management Department.

Working hours and holidays

Working hours for the technical personnel:

Monday - Thursday: 05:00 p.m. - 09:00 p.m.

Saturday - Sunday: 09:00 a.m. - 06:00 p.m.

Additional 3 (three) employees shall provide services on weekdays from 8:00 a.m. till 05:00 p.m.

Working hours for the gardener/ yard-keeper:

Monday - Friday: 8:00 a.m.- 05:00 p.m.

The UN in Kazakhstan celebrates 10 holidays a year. A list of holidays can be extra provided upon request.

Contract validity period

A contract will be entered into for one year with the possibility of its extension for two additional years subject to the satisfactory work and the availability of necessary resources.

Institutional mechanism

- The UNDP shall administer the procurement process to select a qualified supplier;
- Upon completion of the selection process, the UNDP will sign a contract with the Contractor on behalf of the participating UN agencies;
- Services will be paid upon the conditions specified in the Contract;
- The Contractor shall assign a UN Building Maintenance Manager. The Manager will be responsible for coordinating the work with the UN Building Management Department, responding requests from the Customer in a timely manner, and for the continuous monitoring of the quality of services on behalf of the Contractor.
- The Almaty UN Building Manager or his deputy shall monitor the quality of services on behalf of the Customer.

Qualification Requirements:

National organizations registered as legal entities under the laws of the Republic of Kazakhstan and meeting the following requirements may participate in the competition:

- Minimum work experience in the required field: 3 years;
- Minimum similar service contracts over the last 3 years: 5 clients;
- Available certificates of state registration for the compliance with the Technical Regulations of the Republic of Kazakhstan for means and consumables;
- Available letters of recommendation from 3 clients;
- Available necessary cleaning equipment;
- The Contractor shall comply with all the rules of the RK Labor Code in relation to its personnel and shall provide a standard contract between the employer and the employee.

Contractor's Personnel

- The office cleaning personnel shall have minimum a 1-year experience;
- The landscaping personnel shall have minimum a 3-year experience;
- Janitors to clean the outer area shall have minimum six-month experience;

- Plumbers shall have the required qualifications and minimum 1 experience as well as permissions, certificates, or other documents for electrical and plumbing work to be submitted upon request.
- The personnel shall be physically and mentally healthy, as evidenced by regular medical examinations;
- The personnel shall understand well and follow directions and instructions;
- The personnel shall be as considerate as possible, shall treat their work with respect and comply with high standards of moral and ethical behavior;
- The personnel shall be fluent in Russian. Knowledge of the Kazakh and English languages is desirable;
- The personnel shall be instructed in personal hygiene practices before starting their work;
- The personnel shall be able to use implements, equipment, other material and means used in the provision of services;
- The personnel shall be provided with unique uniforms, and each employee shall have a badge bearing his name.

Contractor's Responsibility

- Ensure the uninterrupted provision of services; if required, replace personnel in a timely manner with the prior notification of the UN Building Manager one month before such replacement. The Contractor shall have a sufficient reserve of employees for such cases;
- Allow only healthy personnel to work in the UN Building;
- Carry out a daily quality control of the services provided;
- Conduct a timely staff briefing;
- Ensure that its personnel observe safety rules when carrying out their work;
- Provide its personnel with the necessary implements, equipment and consumables required for the performance of their work;
- Provide the service personnel for each floor of the Building and the security posts. The service personnel may be decreased and/or increased in accordance with the requirements and needs and/or if necessary, at the discretion of the Contractor;
- The Contractor shall provide reliable information and copies of identification cards of the company's employees for admission to the territory of the UN Building;
- The Contractor shall be fully responsible for the control, discipline, timeliness of the services provided and the work of its employees. The Contractor shall be fully responsible for labor relations and contractual obligations with its employees;
- The Contractor shall be fully responsible for all work and services performed by its employees and agents. The Customer shall in no case be held responsible for any person employed by the Contractor.

Miscellaneous

- 1. The Contractor shall, at no extra pay from the Customer, provide life insurance, legal capacity as well as medical care for its employees. The Customer shall not be under responsibility for payment of any compensation;
- 2. The Customer may, at any time, request in writing the withdrawal or replacement within 24 hours of such technical personnel as assigned to perform work or provide services under this Statement of Work. The Contractor shall, at its own cost, immediately withdraw or replace its service personnel. A request for the withdrawal or replacement of the Contractor's service personnel shall not be deemed to be termination of the Contract;
- 3. The staff shortage will affect the monthly payment in case of deterioration in the quality of services.

Other obligations of the Contractor

- 1. The Contractor warrants that the equipment and materials that will be used in the performance of the Contract comply with the conditions of this Statement of Work;
- 2. The Contractor shall, at its own expense, take measures to eliminate any damage to real estate or property owned or controlled by the Customer if the said damage is the result of the Contractor's negligence or failure to perform its contractual obligations;

- 3. The Contractor shall not carry out any additional work and services outside this Statement of Work, without the prior approval thereof by the Customer;
- 4. The Contractor shall be responsible for the payment of wages to its technical personnel in a timely manner irrespective of the receipt of the payment for their services from the Customer;
- 5. The Contractor shall notify the Almaty UN Building Manager of all injuries sustained at the workplace or accidents if any.

Section 6: Returnable Bidding Forms / Checklist

This form serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to forms of forms shall be permitted and no substitution shall be accepted.

Before submitting your Bid, please ensure compliance with the Bid Submission instructions of the BDS 22.

Technical Bid:

Have you duly completed all the Returnable Bidding Forms?	
 Form A: Bid Submission Form 	
 Form B: Bidder Information Form 	
 Form C: Joint Venture/Consortium/ Association Information Form 	
 Form D: Qualification Form 	
 Form E: Format of Technical Bid/Bill of Quantities 	
From G: Form of Bid Security	
[Add other forms as necessary]	
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	

Price Schedule:			
Form F: Price Schedule Form			

Form A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]		Select date
ITB reference:	: ITB #2019-054 KAZ UNDP		

We, the undersigned, offer to supply the services for cleaning office premises, outdoor area and landscaping services, and minor urgent repairs of electrics and plumbing equipment in the territory of the UN Building in Almaty located at Block 1, Bldg. 303, Baizakov Street in accordance with your Invitation to Bid No 2019-054 KAZ UNDP and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

Our attached Price Schedule is for the sum of [Insert amount in words and figures and indicate currency].

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium/Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/or sanctioning by the UNDP.

We offer to supply the goods and related services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Schedule of Requirements and Technical Specifications.

Our Bid shall be valid and remain binding upon us for the period specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Bid you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should UNDP accept this Bid.

Name:	 	 	
Title:			
Date:			
Signature:			

DocuSign Envelope ID: 09CF77F3-5A8E-4788-91F7-23ED0FCEA4FA

[Stamp with official stamp of the Bidder]

Form B: Bidder Information Form

Legal name of Bidder	[Complete]		
Legal address	[Complete]		
Year of registration	[Complete]		
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
Are you a UNGM registered vendor?	\square Yes \square No \square If yes, [insert UGNM vendor number]		
Are you a UNDP vendor?	\square Yes \square No If yes, [insert UNDP vendor number]		
Countries of operation	[Complete]		
No. of full-time employees	[Complete]		
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]		
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]		
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]		
Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	[Complete]		
Is your company a member of the UN Global Compact	[Complete]		
Contact person that UNDP may	Name and Title: [Complete]		

contact for requests for	Telephone numbers: [Complete]		
clarifications during Bid evaluation	Email: [Complete]		
clarifications during Bid evaluation Please attach the following documents:	 Email: [Complete] Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured Certificate of Incorporation/ Business Registration Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder Trade name registration papers, if applicable Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney. Local Government permit to locate and operate in assignment location, if applicable Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country Documents confirming availability of the material base technical means to perform the required services List of consumables (detergents) with detailed description (the list should include the brand name, name of the product and its intended use); Certificate or registration in compliance with the requirements of the Technical Regulations of the Republic of Kazakhstan for means and con		

Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder: [Insert Na		[Insert Name of Bi	sert Name of Bidder]		Date:	Select dat	te
ITB reference: ITB #2019-054 KAZ UNDP			UNDP				
To be	completed and	returned with your Bi	id if the Bid is su	ubmitted as a Jo	int Ventu	re/Consorti	ium/Association.
No		tner and contact inf ers, fax numbers, e-mai		Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed			
1	[Complete]			[Complete	<u>:</u>]		
2	[Complete]			[Complete	e]		
3	[Complete]			[Complete	e]		
the excontraction when the excontraction with the excontraction with the excontraction when the excontraction with	vent a Contract is act execution) ve attached a contracture of and terror intent to reby confirm the	awarded, during copy of the below re the confirmation of form a joint venture at if the contract is a y liable to UNDP for	joint and severa OR warded, all part	able liability of to able liability of the JV/Consortiunities of the Joint	he memlum/Assoc	pers of the sciention agre	said joint venture
Nam	e of partner:		N	ame of partner:			
Signature:			Si	Signature:			
Date:	Date:			ate:			_
Nam	e of partner:		N	ame of partner:			
Signature:			Si	gnature:			

Form D: Eligibility and Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB #2019-054 KAZ UNDP		

If JV/Consortium/Association, to be completed by each partner.

History of Non- Performing Contracts

□Non-performing contracts did not occur during the last 3 years			
☐ Contract(s) not performed in the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

□ No litiga	tion history for the la	ast 3 years	
☐ Litigation	n History as indicated	d below	
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Project name Country of Assignmen	Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

Annual Turnover for the last 3 years	Year Year Year	USD USD USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	Inf	ormation from Balance Sh	eet
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	Information from Income Statement		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

□ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

Form E: Format of Technical Bid

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB #2019-054 KAZ UNDP		

The Bidder's Bid should be organized to follow this format of the Technical Bid. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.3 Quality assurance procedures and risk mitigation measures.
- 1.4 Organization's commitment to sustainability.

SECTION 2: Scope of Supply, Technical Specifications, and Related Services

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the requirements/specifications. All important aspects should be addressed in sufficient detail.

- 2.1 A detailed description of how the Bidder will deliver the required goods and services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.3 The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.4 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

SECTION 3: Management Structure and Key Personnel

3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and

- designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the scope of goods and/or services.

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/	[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]
Qualifications	[Insert]
Professional certifications	 [Provide details of professional certifications relevant to the scope of goods and/or services] Name of institution: [Insert] Date of certification: [Insert]
Employment Record/ Experience	[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]
	[Insert]
	[Provide names, addresses, phone and email contact information for two (2) references]
References	Reference 1: [Insert]
	Reference 2: [Insert]

,	e best of my knowledge and belief, the data provided above correctly ences, and other relevant information about myself.
Signature of Personnel	Date (Day/Month/Year)

FORM F: Price Schedule Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB #2019-054 KAZ UNDP		

The Bidder is required to prepare the Price Schedule following the below format. The Price Schedule must include a detailed cost breakdown of all goods and related services to be provided. Separate figures must be provided for each functional grouping or category, if any.

Any estimates for cost-reimbursable items, such as travel of experts and out-of-pocket expenses, should be listed separately.

Currency of the Bid: Kazakh Tenge

Price Schedule

ltem #	Description	иом	Price per Month
1	Cleaning of office premises 10,920 m² (including parking – 2,380 м²) (including all costs for services, consumables and equipment)	month	
2	Cleaning of 3 security posts – 34 m ² (including all costs for services, consumables and equipment)	month	
3	Cleaning of the territory - 997 m ² (including all costs for services, consumables and equipment)	month	
4	Landscaping of the territory- 350 m ² (including all costs for services, consumables and equipment)	month	
5	Plumbing and electrical services (short-term repairs) (including all costs for services, consumables and equipment)	month	
	7	Total per month	
6	Annual cleaning services (including all costs for services, consumables and equipment)	2 times per year	
		Total per year	

Name of Bidder:	
Authorised signature:	
Name of authorised signatory:	
Functional Title:	

FORM G: Form of Bid Security

Bid Security must be issued using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template.

To: UNDP

[Insert contact information as provided in Data Sheet]

WHEREAS [Name and address of Bidder] (hereinafter called "the Bidder") has submitted a Bid to UNDP dated Click here to enter a date. to execute goods and/or services [Insert Title of Goods and/or Services] (hereinafter called "the Bid"):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security if the Bidder:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Bid after the date of the opening of the Bids;
- c) Fails to comply with UNDP's variation of requirement, as per ITB instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of [amount of guarantee] [in words and numbers], such sum being payable in the types and proportions of currencies in which the Price Bid is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee as aforesaid] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _		 	
Name:		 	
Data			
Name of Ba	nk		

[Stamp with official stamp of the Bank]

United Nations Development Programme



Empowered lives. Resilient nations.

Contract for Goods and/or Services

Between the United Nations Development

Programme and [insert name of the Contractor]

Services Will be Provided:

1. Country Where Goods Will be Delivered and/or

UNDP [] Request for Quotation [] Request for Proposal [] Invitation to Bid [] direct contracting Number and Date:			
3. Contract Reference Number):	e (e.g. Contract Award		
4. Long Term Agreement: [Yes] [No] [indicate as appropriate]			
5. Subject Matter of the Contract: [] goods [] services [] goods and services 6. Type of Services:			
	8. Contract Ending Date:		
9. Total Contract Amount: [insert currency and amount in figures and words]9a. Advance Payment: [insert currency and amount in figures and words or indicate "not applicable"]			
10. Total Value of Goods and/or Services: [] below US\$50,000 (Services only) – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply [] below US\$50,000 (Goods or Goods and			
Services) – UNDP General Terms and Conditions for Contracts apply [] equal to or above US\$50,000 (Goods and/or Services) – UNDP General Terms and Conditions for			
Contracts apply 11. Payment Method: [reimbursement 12. Contractor's Name:			
Address:			

Программа Развития Организации Объединенных Наций



Договор на закупку Товаров и / или оказание Услуг *Empowered lives.* между Программой Развития Организации Объединенных Наций и [Название / имя Подрядчика]

1. Страна, в которой будут поставляться Товары и / или предоставляться Услуги:

- 2. **ПРООН:** [] запрос цен [] запрос предложения [] Приглашение на участие в тендере [] заключение договора без конкурсного отбора Номер и дата:
- 3. Ссылка на номер Договора (напр. Номер присуждения договора):
- 4. **Долгосрочное соглашение:** [Да] [Нет] [указать нужное]
- 5. **Предмет Договора:** [] товары [] услуги [] товары *и* услуги
- 6. **Тип услуг:**
- 7. Дата начала Договора: 8. Дата окончания Договора:
- 9. Общая сумма Договора: [указать валюту и сумму цифрами и прописью]
- 9а. **Предоплата:** [указать валюту и сумму цифрами и прописью или отметить «не применяется»]
- 10. Общая стоимость Товаров и / или Услуг:
- [] **Меньше 50.000 долл. США (только Услуги)** применяются Общие условия ПРООН для базовых (незначительных) договоров
- [] **Меньше 50.000 долл. США (Товары** *или* **Товары и Услуги)** применяются Общие условия для
- **и Услуги)** применяются Общие условия для договоров ПРООН
- 11. Способ оплаты: [] фиксированная цена [] возмещение расходов
- 12. **Название (имя) Подрядчика:** Адрес:

Country of incorporation:

Website:

13. Contractor's Contact Person's Name:

Title:

Address:

Telephone number:

Fax:

Email:

14. UNDP Contact Person's Name:

Title:

Address:

Telephone number:

Fax:

Email:

15. Contractor's Bank Account to which payments will be transferred:

Beneficiary:

Account name:

Account number:

Bank name:

Bank address:

Bank SWIFT Code:

Bank Code:

Routing instructions for payments:

This Contract consists of the following documents, which in case of conflict shall take precedence over one another in the following order:

- 1. This face sheet ("Face Sheet").
- 2. UNDP Special Conditions [delete if not applicable].
- 3. [UNDP General Terms and Conditions for Contracts] [UNDP General Terms and Conditions for Institutional (de minimis) Contracts] [delete if not applicable and remove square brackets].
- 4. Terms of Reference (TORs) and Schedule of Payments, incorporating the description of services, deliverables and performance targets, time frames, schedule of payments, and total contract amount [delete if not applicable].
- 5. Technical Specifications for Goods [delete if not applicable].

Страна регистрации:

Веб-страница:

13. Контактное лицо Подрядчика:

Должность:

Адрес:

Телефон:

Факс:

Электронная почта:

14. Контактное лицо ПРООН:

Должность:

Адрес:

Телефон:

Факс:

Электронная почта:

15. Банковский счет Подрядчика, на который будут осуществляться платежи:

Получатель:

Название счета:

Номер счета:

Название банка:

Адрес банка:

SWIFT-код:

Код банка:

Инструкции по назначению платежей:

Настоящий Договор состоит из следующих документов, которые, в случае возникновения несоответствия, имеют преимущество друг перед другом в следующем порядке:

- 1. Данная титульная страница («Титульная страница»).
- 2. Специальные условия ПРООН [удалить, если не применяется].
- 3. [Общие условия ПРООН для договоров] [Общие условия ПРООН для базовых (незначительных) договоров] [удалить, если не применяется, и удалить квадратные скобки].
- 4. Техническое задание (ТЗ) и График платежей, которые включают описание услуг, предмет поставки и задачи по выполнению, плановые показатели, сроки поставки, график осуществления платежей и общую сумму договора [удалить, если не применяется].

- 6. The Contractor's Technical Proposal and Financial Proposal, dated [insert date], as clarified by the agreed minutes of the negotiations meeting, dated [insert date]; these documents not attached hereto but known to and in the possession of the Parties, and forming an integral part of this Contract.
- 7. Discount Prices [to be used in cases where the Contractor is engaged on the basis of an LTA; delete if not applicable].

All the above, hereby incorporated by reference, shall form the entire agreement between the Parties (the "Contract"), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

This Contract shall enter into force on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties, and terminate on the Contract Ending Date indicated on the Face Sheet. This Contract may be amended only by written agreement between the duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place and on the day set forth below.

For the Contractor		For UNDP	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

- 5. Техническая спецификация Товаров [удалить, если не применяется].
- 6. Техническое и Финансовое предложение Подрядчика от [указать дату], с разъяснениями и уточнениями согласно утвержденному протоколу переговоров от [указать дату]; эти документы не прилагаются, но известны сторонам и находятся в их распоряжении, а также являются неотъемлемой частью настоящего Договора.
- 7. Цены со скидкой [применяются в тех случаях, когда Подрядчик привлекается к сотрудничеству на основе долгосрочного соглашения; удалить, если не применяется].

Все вышеперечисленное, включая все, на что ссылается этот документ, являет собой полный объем договоренностей («Договор») между Сторонами, при этом все предыдущие переговоры и / или договоренности, имеющие отношение к предмету настоящего Договора, теряют силу независимо от того, выполнены они в устной или в письменной форме.

Настоящий Договор вступает в силу со дня проставления надлежащим образом уполномоченными представителями Сторон последней подписи на Титульной странице и прекращает свое действие в дату завершения Договора, указанную на Титульной странице. Внесение изменений и / или дополнений к настоящему Договору возможно лишь в случае оформления письменного соглашения надлежащим образом уполномоченными представителями Сторон.

Настоящим удостоверяется, что должным образом уполномоченные на это представители Сторон подписали настоящий Договор от имени Сторон в месте и в день, указанные ниже.

От имени Подрядчика		От имени ПРООН	
Подпись:		Подпись:	
Имя:		Имя:	
Должность:		Должность:	
Дата:		Дата:	

GENERAL TERMS AND CONDITIONS FOR CONTRACTS

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

- **1.** LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a "Party" or, collectively, "Parties" hereunder, and:
 - 1.1 Pursuant, inter alia, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
 - 1.2 The Contractor shall have the legal status of an independent contractor vis-à-vis UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS OF THE CONTRACTOR:

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

ОБЩИЕ УСЛОВИЯ ДЛЯ ДОГОВОРОВ

Настоящий Договор заключен между Программой Развития Организации Объединенных Наций, дочерним органом Организации Объединенных Наций, основанным Генеральной ассамблеей Организации Объединенных Наций (далее - «ПРООН»), с одной стороны, и компанией / предприятием или организацией, указанной на Титульной странице настоящего Договора (далее - «Подрядчик»), с другой стороны.

- **1.** ПРАВОВОЙ СТАТУС СТОРОН: ПРООН и Подрядчик далее именуются как «Сторона» или совместно «Стороны» по настоящему Договору, и:
 - 1.1 В соответствии, среди прочего, с Уставом Организации Объединенных Наций Конвенции о Привилегиях и Иммунитетах Организации Объединенных Наций, Организация Объединенных Наций, включая дочерние органы, имеет полную правосубъектность и пользуется такими привилегиями и иммунитетами, которые необходимы для независимой реализации ее целей.
- 1.2 Подрядчик должен иметь правовой статус независимого подрядчика по отношению к ПРООН и ничто из того, что изложено в договоре или имеет к нему отношение, не может рассматриваться как установление или создание между Сторонами взаимоотношений на уровне работодателя и работника или принципала и Должностные лица, агента. представители, сотрудники или субподрядчики каждой из Сторон не должны во всех отношениях считаться сотрудниками или агентами другой стороны, при этом каждая Сторона будет нести ответственность самостоятельно за все претензии, вытекающие из или в связи с наймом таких физических или юридических лиц.
- 2. ОБЯЗАННОСТИ ПОДРЯДЧИКА:
- 2.1 Подрядчик должен предоставить товары, указанные в Технической спецификации на Товары (далее «Товары»), и / или предоставить услуги, указанные в Техническом задании и Графике платежей (далее «Услуги»), с должной ответственностью и эффективностью, а также в соответствии с настоящим Договором. Подрядчик также должен предоставить всю техническую и административную поддержку, которая

performance of the Services.

- **2.2** To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.
- 2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.
- **2.4** All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.
- **3.** LONG TERM AGREEMENT: If the Contractor is engaged by UNDP on the basis of a long-term agreement ("LTA") as indicated in the Face Sheet of this Contract, the following conditions shall apply:
 - **3.1** UNDP does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.
 - 3.2 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Goods and/or Services from the Contractor hereunder.
 - **3.3** The Contractor shall provide the Services and/or deliver the Goods, as and when requested by UNDP and reflected in a Purchase Order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the

- необходима для обеспечения своевременного и удовлетворительного предоставления Товаров и / или Услуг.
- 2.2 В тех случаях, когда Договор предусматривает покупку Товаров, Подрядчик предоставляет ПРООН письменное доказательство доставки Товаров. Такое доказательство доставки должно как минимум включать счет, сертификат / свидетельство соответствия, а также другие товаросопроводительные документы, которые будут указаны в Технической спецификации на Товары.
- 2.3 Подрядчик подтверждает и гарантирует достоверность всей информации или данных, которые он предоставляет ПРООН для целей заключения настоящего Договора, а также качество исходных результатов и отчетов, предусмотренных настоящим Договором, с соблюдением самых высоких отраслевых и профессиональных стандартов.
- 2.4 Все сроки, указанные в настоящем Договоре, обязательны для осуществления поставки Товаров и / или оказания услуг.
 - **3.** ДОЛГОСРОЧНОЕ ОГЛАШЕНИЕ: Если ПРООН привлекает Подрядчика на основе долгосрочного соглашения («ДС»), которая указана на Титульной странице настоящего Договора, следующие условия должны быть применены:
 - **3.1** ПРООН не гарантирует количество Товаров и / или Услуг, которое будет заказано в течение срока действия ДС.
 - 3.2 Любое структурное подразделение ПРООН, включая, среди прочего, подразделение Штабквартиры, Представительство страны или Региональный центр, а также любая организация структуры ООН, может заказывать Товары и / или Услуги у Подрядчика по этому Договору.
 - 3.3 Подрядчик обязуется предоставить Услуги и / или поставить Товары на условиях и в сроки, которые определены ПРООН и указаны в Заказе на покупку, регулируемый положениями и условиями настоящего Договора. Во избежание сомнений, ПРООН не имеет никаких правовых обязательств по отношению к Подрядчику до факта и момента выпуска Заказа на покупку.
 - **3.4** Товары и / или услуги должны предоставляться по ценам со скидками,

Contractor unless and until a Purchase Order is issued.

- **3.4** The Goods and/or Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.
- 3.5 In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.
- 3.6 The Contractor shall report semi-annually to UNDP on the Goods delivered and/or Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a Purchase Order for the Goods and/or Services during the reporting period.
- 3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

- **4.1** FIXED PRICE: If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.
- 4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.
- 4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original

- которые прилагаются к настоящему Договору. Цены будут оставаться действительными в течение 3 лет от начальной даты, указанной на Титульной странице настоящего Договора.
- 3.5 В случае любых выгодных технических изменений и / или снижения цен на товары и / или услуги в течение действия соглашения о предоставлении услуг, Подрядчик должен немедленно сообщить ПРООН об этом. ПРООН, в свою очередь, оценивает влияние любого такого события и может направить запрос на внесение изменений в соглашение о предоставлении услуг.
- 3.6 Подрядчик должен каждые полгода направлять ПРООН отчет о поставленных товарах и / или предоставленных услугах, если иное не предусмотрено Договором. Все отчеты должны направляться Контактному лицу ПРООН, которое указано на Титульной странице настоящего Договора, а также в структурное подразделение ПРООН заказчика товаров и / или услуг в отчетном периоде.
- **3.7** Долгосрочное соглашение действует в течение максимум 2 лет и может быть продлено ПРООН еще на один год по взаимному согласию Сторон.

4. ЦЕНА И ОПЛАТА:

- **4.1** ФИКСИРОВАННАЯ ЦЕНА: Если в качестве способа оплаты выбрана Фиксированная цена, в соответствии с Титульной страницей этого Договора, ПРООН должна уплатить Подрядчику фиксированную сумму, указанную на Титульной странице настоящего Договора, за выполненную и полную поставку Товаров и / или предоставление Услуг.
 - 4.1.1Указанная на Титульной странице настоящего Договора сумма не подлежит корректировкам или пересмотру в связи с изменением цен, валютными колебаниями или в связи с фактическими расходами, которые Подрядчик понес при выполнении Договора.
 - 4.1.2ПРООН осуществляет платежи Подрядчику в суммах и согласно графика платежей, который предусмотрен Техническим заданием и Графиком платежей, после завершения Подрядчиком соответствующей поставки и после принятия

invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

- 4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.
- 4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or provision of the Services.
- 4.2 COST REIMBURSEMENT: If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.
- 4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the delivery of the Goods and/or the provision of the Services.
- 4.2.2 The Contractor shall not provide the Services and/or deliver the Goods or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.
- 4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Goods delivered in accordance with the Technical Specifications for Goods and/or the Services

- ПРООН оригиналов счетов, предоставленных Подрядчиком Контактному лицу ПРООН, указанному на Титульной странице настоящего Договора, вместе со всей сопроводительной документацией, которую может потребовать ПРООН.
- 4.1.3В счетах должны указываться поставленные единицы с соответствующими суммами к оплате.
- 4.1.4Платежи, совершенные ПРООН Подрядчику, не освобождают Подрядчика от его обязательств по настоящему Договору и не должны считаться принятием ПРООН товаров и / или услуг, поставленных / предоставленных Подрядчиком.
- 4.2 ВОЗМЕЩЕНИЕ РАСХОДОВ: Если Возмещение расходов выбрано способом оплаты согласно Титульной страницы этого Договора, за выполненную и полную поставку товаров и / или предоставление услуг ПРООН должна уплатить Подрядчику сумму, не превышающую общую сумму, указанную на Титульной странице настоящего Договора.
 - 4.2.1Указанная сумма является максимальной общей суммой возмещения расходов по настоящему

Договору. Детализация затрат, изложенная в Финансовой части Титульной страницы настоящего Договора, должна указывать максимальный размер каждой категории расходов, подлежащих возмещению по настоящему Договору. Подрядчик в своих счетах или финансовых отчетах (по запросу ПРООН) должен указать сумму фактических расходов к возмещению, которые он понес при поставке товаров и / или предоставлении услуг.

- 4.2.2 Подрядчик не может оказывать услуги и / или поставлять товары или оборудование, материалы и другие товарно-материальные ценности (ТМЦ), которые могут привести к возникновению расходов, размер которых превышает сумму, указанную на лицевой странице этого договора, или максимальный размер каждой категории расходов, указанный в детализации расходов в Финансовом предложении без предварительного письменного согласования Контактным лицом ПРООН.
 - 4.2.4 Подрядчик должен предоставить оригиналы счетов или финансовые отчеты (по запросу ПРООН) по товарам,

provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

- 4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.
- 4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or performance of the Services.

ADVANCE PAYMENT:

- **4.3** If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.
- **4.4** If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

5. SUBMISSION OF INVOICES AND REPORTS:

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

поставленным в соответствии с Техническим заданием на Товары и/или Услуги и Графиком платежей. В таких счетах должны указываться поставленные единицы с соответствующими суммами к оплате. Они должны быть предоставлены Контактному лицу ПРООН вместе с сопроводительной документацией и актуальной стоимостью, которую может потребовать ПРООН.

- 4.2.5 ПРООН осуществляет платежи Подрядчику после завершения Подрядчиком поставки соответствующей единицы (единиц) поставки согласно оригиналов счетов или финансовых отчетов (по запросу ПРООН) и после принятия ПРООН оригиналов счетов или финансовых отчетов. Такие платежи являются предметом любых особых условий возмещения, согласно детализации расходов в Финансовом предложении.
- 4.2.6 Платежи, совершенные ПРООН Подрядчику, не освобождают Подрядчика от его обязательств по настоящему Договору и не должны считаться принятием ПРООН товаров и / или услуг, поставленных / предоставленных Подрядчиком.

5. ПРЕДОПЛАТА:

- **5.1** Если на Титульной странице настоящего Договора указана предоплата (авансовый платеж), Подрядчик должен предоставить оригинальный счет на сумму такого авансового платежа после подписания настоящего Договора Сторонами.
- 5.2 Если авансовый платеж составляет 20 или более процентов общей стоимости договора, или составляет 30 тыс. долл. США или более, и должен быть осуществлен ПРООН после подписания Договора Сторонами, условием для осуществления такого платежа будет получение и прием ПРООН банковской гарантии или подтвержденного банком чека на полную сумму авансового платежа, которые действительны в течение всего периода действия договора и оформлены по форме, приемлемой для ПРООН.
- **6.** ПРЕДОСТАВЛЕНИЕ СЧЕТОВ И ОТЧЕТОВ:
 - **6.1** Все оригиналы счетов, финансовые и другие отчеты и сопроводительные документы, которые необходимы в соответствии с

- by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.
- **5.2** All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

6. TIME AND MANNER OF PAYMENT:

- **6.1** Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.
- **6.2** Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report.
- 7. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of the Services to UNDP by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:
 - **7.1** The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.
 - 7.2 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
 - 7.3 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

- настоящим Договором, должны быть отправлены Подрядчиком почтой Контактному лицу ПРООН. По запросу Подрядчика и в случае согласия ПРООН счета и финансовые отчеты могут направляться ПРООН по факсу или электронной почте.
- **6.2** Все отчеты и счета Подрядчик должен направлять Контактному лицу ПРООН, указанному на Титульной странице настоящего Договора.

7. СРОК И СПОСОБ ОПЛАТЫ:

- 7.1 Счета должны быть оплачены в течение 30 (тридцати) дней с момента их принятия ПРООН. ПРООН обязана делать все возможное для принятия оригинала счета или для информирования Подрядчика о его неприятии в течение обоснованного периода времени после получения такого счета.
- 7.2 Если предоставляются услуги, то, в дополнение к счету, Подрядчик должен предоставить ПРООН отчет, в котором подробно описываются Услуги, которые предоставлялись по Договору в течение периода времени, охваченного каждым отчетом.
- 8. ОТВЕТСТВЕННОСТЬ ЗА СОТРУДНИКОВ: В тех случаях, когда Договор предусматривает предоставление ПРООН услуг должностными лицами, сотрудниками, агентами, служащими, субподрядчиками и другими представителями Подрядчика (вместе «персонал Подрядчика»), применяются следующие положения:
 - **8.1** Подрядчик отвечает и принимает на себя все риски и ответственность, связанные с его персоналом и имуществом.
 - 8.2 Подрядчик отвечает за профессиональную техническую И компетентность своего персонала, которому он поручает выполнять работы по Договору, и будет выбирать надежных и компетентных лиц, способных эффективно выполнять обязательства по Договору и которые при выполнении таких обязательств придерживаются местного законодательства и правил и отвечают высоким стандартам морально-этического поведения.
 - **8.3** Такой персонал Подрядчика должен быть квалифицированным с

- **7.4** At the option of and in the sole discretion of UNDP:
- 7.4.1 the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by UNDP prior to such personnel's performing any obligations under the Contract;
- 7.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel's performing any obligations under the Contract; and,
- 7.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP reasonably refuse to accept any such personnel.
- **7.5** Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:
- 7.5.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.
- 7.5.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.
- 7.5.3 The withdrawal replacement of Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.
- 7.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

- профессиональной точки зрения и, в случае необходимости работы с должностными лицами или персоналом ПРООН, должен быть способен эффективно. делать ЭТО Квалификация любого персонала, которому Подрядчик может поручить или предложить каких-либо обязательств по выполнения Договору, должна быть не хуже, или лучше, чем квалификация любого персонала, предложенного Подрядчиком с самого начала. 8.4 выбор И на исключительное
- усмотрение ПРООН:
- 8.4.1ΠPOOH имеет право проверять квалификацию персонала, предложенного Подрядчиком (напр., Резюме), до начала выполнения таким персоналом любых обязательств по Договору;
- 8.4.2квалифицированный персонал должностные лица ПРООН вправе проводить любым собеседования с сотрудником, предложенным Подрядчиком выполнения обязательств по Договору, до начала выполнения таким персоналом любых обязательств по Договору; и
- 8.4.3в случаях, когда в соответствии со статьей 8.4.1 или 8.4.2 выше ПРООН проверила квалификацию такого персонала Подрядчика, ПРООН вправе обоснованно отклонить любого сотрудника.
- 8.5 Требования, приведенные в Договоре о квалификации персонала количестве или Подрядчика, могут меняться В ходе Договора. Любые выполнения такие изменения должны вноситься только после письменного уведомления о предложенных изменениях и после письменного согласования Сторонами таких изменений, при этом применяются следующие положения:
- 8.5.1ПРООН имеет право в любое время запросить в письменном виде замену любого из сотрудников Подрядчика, а Подрядчик в таком случае не должен необоснованно отклонять такую просьбу.
- 8.5.2Никто ИЗ персонала Подрядчика, которому поручено исполнять обязанности по Договору, не может быть отозван или заменен без предварительного письменного согласия ПРООН, при этом ПРООН не может

- 7.5.5 Any request by UNDP for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.
- 7.5.6 If a request for the withdrawal or replacement of the Contractor's personnel is not based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.
- **7.6** Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.
- **7.7** The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:
- 7.7.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;
- 7.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.

- необоснованно задерживать с предоставлением такого согласия.
- 8.5.3Отзыв или замена персонала Подрядчика должна осуществляться как можно быстрее и таким образом, чтобы это не имело негативных последствий на выполнение обязательств по Договору.
- 8.5.4Все расходы, связанные с отзывом или заменой персонала Подрядчика, в любом случае несет исключительно Подрядчик.
- 8.5.5Ни одна просьба ПРООН отозвать или заменить персонал Подрядчика не должна считаться прекращением, полным или частичным, действия Договора, при этом ПРООН не несет ответственности за отозванный или замененный персонал.
- 8.5.6Если просьба отозвать или заменить персонал Подрядчика не основывается на невыполнении или невозможности выполнения Подрядчиком СВОИХ обязательств по Договору, ненадлежащем исполнении обязанностей персоналом, или несостоятельности такого персонала корректно работать с должностными лицами и персоналом ПРООН, в таком случае, в результате такой просьбы отозвать или заменить персонал Подрядчика, Подрядчик не будет нести ответственность за любые задержки при выполнении им СВОИХ обязательств по Договору, которые, главным образом, стали результатом отзыва или замены такого персонала.
- 8.6 Ничто в изложенных выше пунктах 8.3, 8.4 и 8.5 нельзя считать создающим для ПРООН любых обязательств по отношению к персоналу Подрядчика, которому поручено выполнение работ по Договору, при этом исключительную ответственность за такой персонал будет продолжать нести Подрядчик.
- 8.7 Подрядчик отвечает за то, что весь персонал, которому Подрядчик поручил выполнение любых обязательств по Договору и который может иметь доступ к любым помещениям и другому имуществу ПРООН, должен:
- 8.7.1пройти проверку безопасности или отвечать требованиям такой проверки, о которых ПРООН сообщила Подрядчику,

- 7.8 Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.
- 7.9 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.
- **7.10** The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and
- (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.
 - **7.11** UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 8.10 above.

9. ASSIGNMENT:

9.1 Except as provided in Article 9.2, below, the Contractor may not assign, transfer, pledge or make

- включая, среди прочего, проверку на наличие судимостей;
- 8.7.2при территории нахождении на ПРООН помещений или имущества предъявлять такие идентифицирующие документы, которые могут быть приняты и предоставлены должностным лицам службы безопасности ПРООН, при этом в случае отзыва или замены любого персонала, или при прекращении или завершении действия Договора, такой персонал должен вернуть ПРООН все такие идентифицирующие документы для их аннулирования.
- 8.8 В течение 1 (одного) рабочего дня с момента получения информации о том, что правоохранительные органы обвинили коголибо из сотрудников Подрядчика, у которого есть доступ к любым помещениям ПРООН в совершении правонарушения, кроме незначительных нарушений правил дорожного движения, Подрядчик должен в письменном виде сообщить ПРООН об известных на тот момент подробностях обвинения, а также продолжать информировать ПРООН о всех существенных изменениях в решении таких обвинений.
- 8.9 Вся деятельность Подрядчика, в том числе хранения оборудования, материалов, ТМЦ и запчастей, на территории помещений или имущества ПРООН должна ограничиваться согласованными или разрешенными ПРООН участками. Персонал Подрядчика не должен заходить или находиться на территории, в помещениях или с имуществом ПРООН, а также не должен хранить или утилизировать любое свое оборудование или материалы на таких участках, без соответствующего разрешения ПРООН.
- **8.10** Подрядчик должен (i) разработать соответствующий план безопасности и внедрить его с учетом обстановки в стране и на территории предоставления услуг; и (ii) принять на себя все риски и ответственность за безопасность и полную реализацию плана безопасности.
- **8.11** ПРООН оставляет за собой право проверять наличие такого плана и предлагать изменения к нему в случае необходимости.

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

- **9.2** The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, provided that:
- 9.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and,
- 9.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the

Contractor's assets or ownership interests; and,

- 9.2.3 the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; and,
- 9.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNDP following the assignment or transfer.
- 10. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the

Отсутствие соответствующего плана безопасности, требуемое этим документом, а также его невыполнение, будет считаться нарушением условий настоящего Договора. Несмотря на вышеуказанное, Подрядчик будет продолжать нести ответственность за безопасность своего персонала и имущество ПРООН, которое находится у него на хранении, в соответствии с пунктом 8.10 выше.

9. ПЕРЕУСТУПКА ПРАВ:

- 9.1 За исключением пункта 9.2 ниже, Подрядчик не может переуступать, отчуждать, передавать в любым другим образом залог распоряжаться Договором, любой его частью, любым претензией правом, или обязательством ПО Договору без предварительного письменного разрешения ПРООН. Любое такое отступление, передача, предание залог или распоряжение Договором, любой его частью, любыми правами, претензиями или обязательствами по ним, или любая попытка такого распоряжения, не будет иметь юридической силы для ПРООН. За исключением случаев, когда это касается определенных уже согласованных субподрядчиков, Подрядчик может передавать любые свои обязательства по настоящему Договору только при условии предварительного письменного разрешения ПРООН. Любая такая передача или любая попытка такой передачи в других случаях не будет иметь юридической силы для ПРООН.
- 9.2 Подрядчик вправе переуступать или иным образом передавать Договор субъектуправопреемнику, который появился в результате реорганизации предприятия Подрядчика, при условии, что:
 - 9.2.1такая реорганизация не является результатом процедуры банкротства, ликвидации или других подобных процедур; и
 - 9.2.2такая реорганизация возникает в результате продажи, слияния или поглощения всех или существенной части активов или прав собственности Подрядчика; и
 - 9.2.3Подрядчик безотлагательно информирует ПРООН о такой уступку или передаче прав при первой возможности; и

Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

- 11. PURCHASE OF GOODS: To the extent that the Contract involves any purchase of the Goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to such purchases under the Contract:
 - 11.1 DELIVERY OF GOODS: The Contractor shall hand over or make available the Goods. and UNDP shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract

(including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the Goods shall be borne exclusively by the Contractor until physical delivery of the Goods to UNDP in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNDP.

11.2 INSPECTION OF THE GOODS: If the Contract provides that the Goods may be inspected prior to delivery, the Contractor shall notify UNDP when the Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements of the Contract. All reasonable

- 9.2.4лицо-реципиент такой уступки или передачи в письменном виде соглашается соблюдать условия и положения Договора, при этом такое письменное согласие должно быть безотлагательно предоставлено ПРООН сразу после такой уступки или передачи.
- ПРИВЛЕЧЕНИЕ СУБПОДРЯДЧИКОВ: Если 10. Подрядчику необходимы услуги субподрядчиков для выполнения каких-либо обязательств по Договору, Подрядчик получить должен предварительное письменное согласие ПРООН. ПРООН имеет право, по своему усмотрению, проверять квалификацию любых субподрядчиков и отклонять любого предложенного субподрядчика, которого ПРООН обоснованно считает неквалифицированным ДЛЯ выполнения ПРООН обязательств Договору. вправе ПО требовать, чтобы любой субподрядчик покинул помещение ПРООН, без предоставления каких-либо объяснений такого требования. Любое такое отклонение или любое такое требование не предоставляет Подрядчику право требовать любой отсрочки выполнения или заявлять любые оправдания невыполнения любого обязательств по Договору, при этом Подрядчик несет исключительную ответственность за все услуги и обязательства, которые предоставляются и выполняются его субподрядчиками. Условия любого субподряда должны регулироваться и толковаться в полном соответствии со всеми положениями и условиями Договора.
- 11. ПРИОБРЕТЕНИЕ ТОВАРОВ: В случае, если Договор или любая его часть предусматривает любое приобретение Товаров и если иное конкретно не указано в нем, для таких покупок по Договору применяются следующие условия:
 - 11.1 ДОСТАВКА ТОВАРОВ: Подрядчик должен передать или предоставить товары, а ПРООН должна получить Товары, месте, определенном для доставки Товаров, и в срок, определенный договором ДЛЯ доставки Товаров. Подрядчик должен предоставить ПРООН товаросопроводительную документацию (включая, среди прочего, товарно-транспортные накладные, грузовые авианакладные, И коммерческие указанную в Договоре или, в других случаях, которая обычно используется в торговле. Все

facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

- 11.3 PACKAGING OF THE GOODS: The Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the Goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.
- 11.4 TRANSPORTATION & FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely manner so as to enable UNDP to take delivery of the Goods in accordance with the requirements of the Contract.
- 11.5 WARRANTIES: Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under the Contract, the Contractor warrants and represents that:
- 11.5.1 The Goods, including all packaging and packing thereof, conform to the technical specifications, are fit for the purposes for which such Goods are

- руководства, инструкции, образцы и другая информация, касающаяся Товаров, должны быть выполнены на английском языке, если иное не предусмотрено договором. Если Договор не предусматривает иного (включая, среди прочего, любые «Инкотермс» или подобные коммерческие условия), то весь риск потери, повреждения или уничтожения Товаров будет нести исключительно Подрядчик до момента физической доставки Товаров ПРООН в соответствии с условиями Договора. Доставка Товаров сама по себе не считается принятием Товаров ПРООН.
- 11.2 ОСМОТР (ПРОВЕРКА) ТОВАРОВ: Если Договор предусматривает, товары подлежат осмотру (проверке) до их доставки, Подрядчик должен сообщить ПРООН, когда Товары будут готовы для осмотра (проверки) перед доставкой. Несмотря на любой осмотр (проверку) перед доставкой, ПРООН или ее компетентные инспекторы ΜΟΓΥΤ проверять Товары после доставки для того, чтобы убедиться в соответствии Товаров применимым техническим требованиям или другим требованиям Договора. Все разумные возможности и поддержка, включая, среди прочего, доступ чертежам производственным данным, должны предоставляться ПРООН или компетентным инспекторам бесплатно. Ни проведение осмотра Товаров, неспособность ни проведения такого осмотра не освобождает Подрядчика от любой из его гарантий или от выполнения им каких-либо обязательств по Договору.
- 11.3 УПАКОВКА ТОВАРОВ: Подрядчик должен упаковать Товары для доставки в соответствии с самыми высокими стандартами экспортной упаковки в соответствии с типом, количеством и способом транспортировки Товаров. Товары необходимо упаковывать и маркировать надлежащим образом в соответствии с указаниями, приведенными в Договоре, или, в других случаях, как это обычно делается в торговле, и в соответствии с любыми требованиями применимого законодательства или с требованиями перевозчиков и производителей Товаров. На упаковке должны

ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

- 11.5.2 If the Contractor is not the original manufacturer of the Goods, the Contractor shall provide UNDP with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;
- 11.5.3 The Goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;
- 11.5.4 The Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;
- 11.5.5 The Goods are new and unused;
- 11.5.6 All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNDP in accordance with the Contract;
- 11.5.7 During any period in which the Contractor's warranties are effective, upon notice by UNDP that the Goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully reimburse UNDP for the purchase price paid for the defective Goods; and,

быть указаны, в частности, номер договора или Заказ на покупку, вся идентификационная информация, предоставленная ПРООН, а также любая другая информация, которая необходима для корректного сохранения и безопасной доставки Товаров. Если иное не указано в Договоре, Подрядчик не имеет права на возврат упаковочных материалов.

- 11.4 ТРАНСПОРТИРОВКА И ФРАХТ: Договор не предусматривает иного (включая, среди прочего, любые «Инкотермс» или подобные коммерческие условия), Подрядчик будет нести исключительную ответственность за проведение всей организационной работы по транспортировке и за оплату фрахта и страховых расходов за перевозку и доставку товаров в соответствии с требованиями Договора. Подрядчик должен обеспечить своевременное получение ПРООН необходимых транспортных документов для того, чтобы ПРООН смогла принять доставку Товаров в соответствии с требованиями Договора.
- 11.5 ГАРАНТИИ: Если иное не указано в Договоре, то в дополнение к и не ограничивая действие любых других гарантий, средств защиты и прав ПРООН, которые указаны или возникают в связи с Договором, Подрядчик гарантирует и подтверждает, что:
 - 11.5.1 Товары, включая всю упаковку, соответствуют техническим условиям, пригодны для целей, для которых эти товары обычно используются, и для любых целей, которые четко определены в письменном виде в Договоре, однородного качества и не содержат любых конструктивных, материальных и производственных ошибок и дефектов;
 - 11.5.2 Если Подрядчик не является производителем Товаров, Подрядчик должен позволить ПРООН воспользоваться преимуществами гарантий всех производителей в дополнение ко всем остальным гарантиям, предоставление которых требуется согласно Договору;
 - 11.5.3 Качество, количество и описание Товаров соответствуют требованиям Договора, включая прибытия Товаров к месту

- 11.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor's warranties under the Contract.
- **11.6** ACCEPTANCE OF GOODS: circumstances shall UNDP be required to accept any Goods that do not conform to the specifications or requirements of the Contract. UNDP may condition its acceptance of the Goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNDP be obligated to accept any Goods unless and until UNDP has had a reasonable opportunity to inspect the Goods following delivery. If the Contract specifies that UNDP shall provide a written acceptance of the Goods, the Goods shall not be deemed accepted unless and until UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the Goods.
- 11.7 REJECTION OF GOODS: Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept the Goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNDP:
- 11.7.1 provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; or,
- 11.7.2 repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; or,
- 11.7.3 replace the Goods with Goods of equal or better quality; and,

назначения, где начинают действовать характерные для этого места условия;

11.5.4 В отношении Товаров отсутствуют какие-либо права требования со стороны любой третьей стороны, включая претензии о нарушении каких-либо прав интеллектуальной собственности, включая, среди прочего, патенты, авторские права и коммерческие тайны;

11.5.5 Товары являются новыми и ранее не использовались;

11.5.6 Все гарантии остаются в силе после любой доставки Товаров и будут такими в течение как минимум 1 (одного) года с момента принятия Товаров ПРООН в соответствии с Договором;

11.5.7 В течение любого периода действия гарантий Подрядчика и в случае направления ПРООН сообщения о несоответствии Товаров требованиям Договора, Подрядчик должен безотлагательно и за собственные средства устранить такое несоответствие или, в случае невозможности сделать это, заменить дефектные товары на Товары такого же или более высокого качества, или за свой счет отозвать дефектные Товары и полностью возместить ПРООН всю сумму, которую ПРООН уплатила за покупку дефектных Товаров; и 11.5.8 Подрядчик обязуется продолжать предоставлять ПРООН любые услуги, которые могут понадобиться в связи с любыми гарантиями Подрядчика согласно

Договору.

11.6 ПРИНЯТИЕ ТОВАРОВ: ПРООН ни в коем случае не обязана принимать любые товары, соответствующие условиям или требованиям ПРООН Договора. установить в качестве условия принятия Товаров успешное завершение приемочных испытаний, которые могут быть указаны в договоре или иным образом согласованы Сторонами в письменном виде. ПРООН ни в коем случае не должна быть обязана принять любые товары до тех пор, пока в ПРООН не будет возможности провести проверку Товаров после их доставки. Если Договором ПРООН предусмотрено, что обязана предоставить письменное подтверждение о приеме Товаров, Товары не будут считаться принятыми до тех пор, пока ПРООН фактически предоставит такого письменного

- 11.7.4 pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP.
- 11.8 In the event that UNDP elects to return any of the Goods for the reasons specified in Article 11.7, above, UNDP may procure the Goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, inter alia, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor reasonable expenses incurred for for any preserving and storing the Goods for the Contractor's account.
- 11.9 TITLE: The Contractor warrants and represents that the Goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Contractor to UNDP upon delivery of the Goods and their acceptance by UNDP in accordance with the requirements of the Contract.
- 11.10 EXPORT LICENSING: The Contractor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNDP under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNDP, UNDP shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNDP to enable UNDP to take appropriate measures to resolve the matter.

- подтверждения. Ни в коем случае факт совершения платежа ПРООН не считается принятием Товаров.
- 11.7 НЕПРИНЯТИЕ ТОВАРОВ: Несмотря на любые права или средства правовой защиты, доступны ПРООН по Договору, в случае, если какие-либо товары являются дефектными или иным образом не соответствуют техническим или другим требованиям Договора, ПРООН, по своему выбору, может не принять Товары или отказаться принимать их, а Подрядчик, в течение 30 (тридцати) дней после получения от ПРООН уведомления о таком непринятии Товаров или отказе их принятия, должен, на выбор ПРООН:
 - 11.7.1 полностью вернуть ПРООН стоимость Товаров после их возвращения или вернуть ПРООН частичную стоимость Товаров по возвращению их части; или
 - 11.7.2 отремонтировать Товары таким образом, чтобы они стали соответствовать техническим или другим требованиям Договора; или
 - 11.7.3 заменить Товары равноценными или более высокого качества; и
 - 11.7.4 оплатить все расходы, связанные с ремонтов или возвратом дефектных Товаров, а также расходы на хранение любых таких дефектных Товаров и на доставку любых заменяемых Товаров в ПРООН.
- 11.8 В том случае, когда ПРООН решает вернуть любой из Товаров по причинам, указанным в статье 11.7 выше, ПРООН может приобрести товары в другом месте или у другого поставщика. В дополнение к любым другим правам или средствам правовой защиты, доступных ПРООН по Договору, включая, среди прочего, право прекратить действие Договора, Подрядчик должен нести ответственность за любые дополнительные расходы сверх согласованной стоимости Договора, являющихся результатом любой такой закупки, включая среди прочего , расходы на участие в процедуре такой закупки, а ПРООН имеет право на получение от Подрядчика компенсации любых подтвержденных расходов, которые ПРООН

12. INDEMNIFICATION:

- 12.1 The Contractor shall indemnify, defend, and hold and save harmless, UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:
- 12.1.1 allegations or claims that the possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,
- 12.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.
- 12.2 The indemnity set forth in Article 12.1.1, above, shall not apply to:
- 12.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; or

понесла в связи с хранением Товаров для Подрядчика.

11.9 ПРАВО СОБСТВЕННОСТИ: Подрядчик подтверждает и гарантирует, что Товары, которые доставляются по Договору, не обремененные правом собственности или другими имущественными правами каких-либо третьих лиц, включая, среди прочего, любые права залога или обеспечительные права. Если иное явно не указано в Договоре, право собственности на товары переходит от

Подрядчика к ПРООН после доставки Товаров и их принятия ПРООН в соответствии с требованиями Договора.

11.10 ЛИЦЕНЗИЯ НА ЭКСПОРТ: Подрядчик несет ответственность за получение любых экспортных лицензий по отношению Товарам, изделиям или технологиям, включая программное обеспечение, которые продаются, доставляются, лицензируются или иным образом предоставляются ПРООН по Договору. Подрядчик должен получить все такие экспортные лицензии в оперативном режиме. Согласно и без всякого отказа от привилегий и иммунитетов ПРООН, ПРООН предоставлять должна Подрядчику возможную поддержку, которая необходима для получения любой такой экспортной лицензии. В том случае, когда любой государственный орган отказывает, задерживает или препятствует Подрядчику получить такую экспортную лицензию, Подрядчик должен немедленно обратиться к ПРООН с тем, чтобы ПРООН смогла принять соответствующие меры для решения такого вопроса.

12. ВОЗМЕЩЕНИЕ УБЫТКОВ:

- 12.1 Подрядчик обязан гарантировать возмещение убытков, обезопасить и защитить за свой счет ПРООН, ее должностных лиц, агентов и сотрудников от любого рода исков, претензий, требований и любого рода ответственности, в том числе судебных расходов, расходов на адвокатов, платежей по возмещению вреда, основанных или возникающих в результате или в связи с:
 - 12.1.1 утверждениями или претензиями о том, что использование

- 12.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.
- 12.3 In addition to the indemnity obligations set forth in this Article 12, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 12, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.
- 12.4 UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.
- In the event the use by UNDP of any Goods, property or Services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:
- 12.5.1 procure for UNDP the unrestricted right to continue using such Goods or Services provided to UNDP;

- ПРООН любых запатентованных устройств или материалов, защищенных авторским любых правом, других товаров, имущества или услуг, предоставленных или лицензированных ПРООН в соответствии с условиями Договора, частично или полностью, отдельно или в сочетании предусмотренных опубликованными Подрядчиком техническими условиями на такие устройства и др., или иным образом одобренных образом определенным Подрядчиком, является нарушением любого патента, авторского права, товарного знака иного права интеллектуальной или собственности любой третьей стороны; действиями 12.1.2 любыми или упущениями Подрядчика, или любого его субподрядчика, или любого другого лица прямо или косвенно нанятого ими при исполнении Договора, что привело возникновению правовой ответственности перед лицом, которое не является стороной Договора, включая, среди прочего, требования обязательства виде требований о компенсации работникам. 12.2 Освобождение от убытков, изложенные в пункте 12.1.1 выше, не применяются к следующему: 12.2.1 Любая претензия о нарушении прав, возникающая в результате соблюдения Подрядчиком определенных письменных инструкций ПРООН о внесении характеристики изменений В товаров, имущества, оборудования или других ТМЦ, или о способе выполнения Договора, или которые требуют использования характеристик, которые обычно HP используются Подрядчиком; или
- 12.2.2 Любая претензия о нарушении прав, которая возникает в результате дополнений или изменений в любых товарах, имуществе, материалах, оборудовании, других ТМЦ или любых их компонентов, поставляемых по Договору, в том случае, когда такие изменения сделала ПРООН или другая сторона, которые действовала по поручению ПРООН.
 - 12.3 В дополнение к изложенным в настоящем пункте 12 обязательств по возмещению убытков Подрядчик обязан за свой счет защищать ПРООН и ее должностных лиц, агентов и

- 12.5.2 replace or modify the Goods and/or or Services provided to UNDP, or part thereof, with the equivalent or better Goods and/or Services, or part thereof, that is non-infringing; or,
- 12.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such Goods, property or Services, or part thereof.

13. INSURANCE AND LIABILITY:

- 13.1 The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.
- Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:
- 13.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;
- 13.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;
- 13.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out

- сотрудников, в соответствии с настоящим пунктом 12, независимо от того, привели такие иски, претензии и требования к любым убыткам или ответственности или нет.
- 12.4 ПРООН должна сообщить Подрядчику о любых таких исках, претензиях, требованиях, убытках или ответственности в пределах разумного периода времени после получения ею фактического сообщения о таких событиях. Подрядчик берет на себя всю полноту контроля над защитой по любым таким искам, претензиям или требованием и над всеми переговорами в связи с их улаживанием или решением, за исключением случаев, касающихся заявления или защиты привилегий и иммунитетов ПРООН или любой либо связанного с этим вопроса, заявлять и защищать которые имеет право только ПРООН. ПРООН имеет право за свой счет и по усмотрению выбрать независимого юридического консультанта для представления ПРООН в любых таких исках, претензиях или требованиях.
- 12.5 В случае, если использование ПРООН любых товаров, имущества или услуг, предоставленных или лицензированных ПРООН Подрядчиком, полностью или отдельно, в любом иске или производстве запрещено по любым причинам, временно или постоянно, или считается нарушением любого патентного или авторского права, права на использование товарного знака или любого другого права интеллектуальной собственности, или, в случае решения путем мирового соглашения запрещено, ограничено или иным образом затруднено, Подрядчик должен за свой счет, безотлагательно:
- 12.5.1 приобрести для ПРООН неограниченное право на продолжение использования таких Товаров и Услуг, предоставляемых ПРООН;
- 12.5.2 полностью или частично заменить или изменить Товары и / или Услуги, предоставляемые ПРООН, на эквивалентные или лучше товары и / или услуги или их часть, не нарушающие такие права; или
- 12.5.3 вернуть ПРООН полную стоимость, уплаченную ПРООН за право владения или использования таких Товаров, имущества, Услуг или их части.
 - 13. СТРАХОВАНИЕ И ОТВЕТСТВЕННОСТЬ:

of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; and,

- 13.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.
- 13.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause
- 13.4 The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.
- 13.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:
- 13.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;
- 13.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;

- 13.1 Подрядчик должен оперативно компенсировать ПРООН любые убытки или повреждения имущества ПРООН, которые произошли по вине персонала Подрядчика или любого из его субподрядчиков, или любого другого лица, прямо или косвенно нанятого Подрядчиком или любым субподрядчиков в ходе выполнения Договора. 13.2 Если иное не указано в Договоре, то до начала выполнения любых других обязательств по Договору и в соответствии с любыми ограничениями, указанными в Договоре, Подрядчик должен обеспечить на период действия Договора, на период продления его срока действия, а также на любой обоснованно необходимый для решения вопроса убытков период после любого прекращения действия Договора:
 - 13.2.1 страхование от всех рисков по отношению к имуществу Подрядчика и любого оборудования, используемого для выполнения Договора;
 - 13.2.2 страхование компенсации работникам или его эквивалент, страхование ответственности работодателя, или его эквивалент, в отношении персонала Подрядчика, при этом такое страхование должно быть достаточным для покрытия всех исков относительно травм, гибели и потери трудоспособности или покрытия любых других компенсаций, которые необходимо выплатить по закону, в связи с выполнением Договора;
 - 13.2.3 страхование ответственности соответствующего размера для покрытия всех исков, в том числе исков о гибели и телесных травм, ответственности качество выпускаемой продукции, ответственности подрядчика в случае телесных повреждений или вреда третьим лицам в результате завершенных работ, личного вреда и ущерба, причиненного при рекламировании которые возникают в результате или в связи с исполнением Подрядчиком CBONX обязательств по Договору, включая, среди прочего, ответственность, возникающую в результате или в связи с действиями или бездействием Подрядчика, его персонала,

- 13.5.3 provide that UNDP shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; and,
- 13.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNDP.
- 13.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.
- 13.7 Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 13.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change insurance coverage required under the Contract.
- 13.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any

- агентов или приглашенных поставщиков, либо с использованием во время выполнения Договора любых транспортных средств, лодок, воздушных судов или других транспортных средств и оборудования, независимо от того, принадлежат они Подрядчику или нет; и
- 13.2.4 любое другое страхование, которое ПРООН и Подрядчик могут согласовать в письменном виде.
- 13.3 Полисы страхования ответственности Подрядчика должны также покрывать субподрядчиков, все расходы на защиту и включать стандартное положение о «взаимной ответственности сторон».
- 13.4 Подрядчик осознает и соглашается, что ПРООН не принимает на себя ответственность за обеспечение покрытия страхования жизни, здоровья, страхования от несчастных случаев, страхования во время путешествий или любого другого страхового покрытия, которое может быть необходимым или желательным по отношению к персоналу, который выполняет работы и предоставляет услуги Подрядчику в связи с Договором.
- 13.5 За исключением страхования компенсации работников или любой программы самострахования, обеспеченных Подрядчиком и одобренных ПРООН по своему усмотрению в целях выполнения требований Подрядчика по обеспечению страхования по Договору, страховые полисы, необходимые по Договору, должны содержать следующее:
- 13.5.1 указывать ПРООН дополнительным застрахованным лицом в соответствии с полисами страхования ответственности, включая, в случае необходимости, право отдельного индоссамента по полису;
- 13.5.2 включать отказ от суброгации прав страховщика Подрядчика относительно ПРООН;
- 13.5.3 предполагать, что ПРООН должна получить от страховщика Подрядчика письменное уведомление не позднее чем за 30 (тридцать) дней до аннулирования или существенного изменения покрытия; и

deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

- 14. ENCUMBRANCES AND LIENS: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.
- **15.** EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.
- **16.** COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:
 - 16.1 Except as is otherwise expressly provided in writing in the Contract, UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and

- 13.5.4 включать положения об ответе на изначально свободной от взносов основе, по отношению к любому другому страхованию, которое должно быть доступно для ПРООН.
- **13.6** Подрядчик отвечает за финансирование всех сумм в пределах любого минимума, который не подлежит страхованию, или франшизы.
- 13.7 За исключением любой программы самострахования, обеспеченной Подрядчиком и принятой ПРООН в целях выполнения требований Подрядчика по обеспечению страхования по Договору, Подрядчик должен организовать и поддерживать страхование по Договору в страховых компаниях с хорошей репутацией, которые имеют благополучное финансовое положение и которые приемлемы ПРООН. начала каких-либо До обязательств по Договору Подрядчик должен предоставить ПРООН подтверждение того, что страхование организовал Подрядчик соответствии с требованиями Договора, котрое оформлено в виде страхового свидетельства или другой форме, которую может требовать ПРООН. ПРООН обоснованно оставляет за собой право получить любые страховые полисы или описания программ страхования, которые Подрядчик должен обеспечивать в соответствии с Договором, направив Подрядчику соответствующий письменный запрос. Независимо от положений пункта 13.5.3 выше, Подрядчик должен немедленно сообщать ПРООН о каком-либо аннулировании или существенном изменении страхового покрытия, необходимого Договору.
- 13.8 Подрядчик осознает и соглашается, что ни требование организации и обеспечения страхования в порядке, установленном Договором, ни сумма любой страховки, включая, среди прочего, любую франшизу или минимум, не подлежащий страхованию, в связи с этим, ни в коем случае будут ограничивать ответственность Подрядчика, возникающую в результате или в связи с Договором.
- 14. ПРЕПЯТСТВИЯ И ПРАВА УДЕРЖАНИЯ: Подрядчик не

agrees that such products, documents and other materials constitute works made for hire for UNDP.

- 16.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 16.3 At the request of UNDP, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract.
- 16.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.
- **17.** PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR

THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Contractor, in any manner

должен создавать или допускать представление любым лицом искового заявления или ведения дела по иску в любом государственном учреждении или в ПРООН относительно содержания под залогом, ареста или иного препятствия текущих или будущих выплат Подрядчику за выполненную работу или за Товары или материалы, предоставленные в рамках Договора, или в силу другой претензии или требования по отношению к Подрядчику или ПРООН.

- 15. ОБОРУДОВАНИЕ, ДОСТАВЛЕННОЕ ПРООН ПОДРЯДЧИКУ: Право собственности на любое оборудование и ТМЦ, которые ПРООН предоставлять Подрядчику может ДЛЯ выполнения каких-либо обязательств ПО Договору, остается за ПРООН, при этом все такое оборудование подлежит возврату ПРООН после завершения договора или когда оно больше не нужно Подрядчику. При возвращении ПРООН такое оборудование должно быть в том же состоянии, в котором оно находилось на момент предоставления Подрядчику с учетом обычного износа, Подрядчик должен нести ответственность за возмещение ПРООН любого ущерба, повреждения ухудшения характеристик оборудования сверх обычного износа.
- **16.** АВТОРСКОЕ, ПАТЕНТНОЕ И ДРУГИЕ ИМУЩЕСТВЕННЫЕ ПРАВА:
 - 16.1 Если иное четко не определено в письменном виде в Договоре, ПРООН сохраняет за собой право на интеллектуальную собственность и другие имущественные права в полном объеме, включая, среди прочего, патенты, авторские права и товарные знаки продуктов, процессов, изобретений, идей, «ноухау» или документации и других материалов, созданных или разработанных Подрядчиком ПРООН рамках Договора, непосредственно связаны или созданы, подготовлены, собранные в результате или в процессе выполнения Договора. Подрядчик осознает и соглашается, что такие продукты, документы и другие материалы являются частью работ, выполненных по найму для ПРООН.

whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise without the written permission of UNDP.

18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

18.1 The Recipient shall:

- 18.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and,
 - 18.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.
 - Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 18, the Recipient may disclose Information to:
 - 18.2.1 any other party with the Discloser's prior written consent; and,
 - 18.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

- 16.2 Тем менее, если такая интеллектуальная собственность или другие имущественные права состоят интеллектуальной собственности или иных имущественных правах Подрядчика, которые (і) существовали до момента выполнения Подрядчиком своих обязательств по Договору, либо (іі), которые Подрядчик может создать или получить, или которые были созданы или получены независимо ОТ выполнения Подрядчиком своих обязательств по Договору, ПРООН не будет претендовать на право собственности на них, а Подрядчик предоставит ПРООН бессрочную лицензию на использование такой интеллектуальной собственности или других имущественных прав исключительно для целей и в соответствии с требованиями Договора.
- 16.3 По требованию ПРООН, Подрядчик принимает все необходимые меры, оформляет все необходимые документы и в целом оказывает поддержку в обеспечении таких имущественных прав и их передачи ПРООН в соответствии с требованиями действующего законодательства и договора.
- 16.4 В соответствии с вышеизложенными положениями все карты, чертежи, фотографии, отчеты, сметы, рекомендации, планы, документы и другие сведения, составленные или полученные Подрядчиком в рамках Договора, являются собственностью ПРООН, должны быть предоставлены ДЛЯ ПРООН использования проверки обоснованные сроки и в обоснованном месте, являются конфиденциальной информацией и должны передаваться только уполномоченным должностным лицам ПРООН по завершении работ в рамках Договора.
- 17. РЕКЛАМА И ИСПОЛЬЗОВАНИЕ НАЗВАНИЯ, ЭМБЛЕМЫ ИЛИ ОФИЦИАЛЬНОЙ ПЕЧАТИ ПРООН ИЛИ ОРГАНИЗАЦИИ ОБЪЕДЕНЕННЫХ НАЦИЙ: Подрядчик не может

рекламировать или иным образом разглашать для целей коммерческой выгоды или деловой репутации свои договорные отношения с ПРООН; Подрядчик также не должен любым способом использовать название, герб или официальную печать ПРООН или ООН или любое сокращение названия ПРООН или ООН в связи со своей

- 18.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 18.2.2.2 any entity over which the Party exercises effective managerial control; or,
- 18.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.
- 18.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 18.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.
- The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 18.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain

деятельностью или по другим причинам без предварительного письменного разрешения ПРООН.

- КОНФИДЕНЦИАЛЬНОСТЬ ДОКУМЕНТОВ **18.** И ИНФОРМАЦИИ: Информация и данные, которые считаются собственностью любой из Сторон или которые передаются или разглашаются одной Стороной («Разглашающая Стороне («Принимающая сторона») другой сторона») в ходе выполнения Договора, и которые обозначаются как конфиденциальные («Информация»), должны храниться такой Стороной конфиденциально, при этом работа с такой информацией производится следующим образом:
 - 18.1 Принимающая сторона должна:
 - 18.1.1 проявлять такую же осторожность благоразумие ДЛЯ предотвращения раскрытия, публикации или распространения Информации стороны, Разглашающей которую она проявляет по отношению к подобной собственной Информации и которую она не желает раскрывать, публиковать или распространять; и
 - 18.1.2 использовать Информацию Разглашающей стороны исключительно для тех целей, для которых такая информация была раскрыта.
- 18.2 При наличии в Принимающей стороны письменного соглашения со следующими физическими или юридическими лицами, которые владеют конфиденциальной Информацией в соответствии с Договором и настоящим пунктом 18, Принимающая сторона может раскрывать Информацию:
 - 18.2.1 любой другой стороне по предварительному письменному согласию Разглашающей стороны; и
 - 18.2.2 сотрудникам, должностным представителям лицам, агентам Принимающей стороны, которым нужно знать такую Информацию для выполнения своих обязательств по Договору, а также сотрудникам, должностным лицам, представителям И агентам любых юридических лиц, подконтрольных Принимающей стороне или контролируемых Принимающей стороной, или с которыми

effective following any termination of the

- **19.** FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:
 - **19.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
 - **19.2** If the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 20,

"Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) days.

Принимающая сторона находится под совместным управлением, которым нужно знать такую Информацию для выполнения своих обязательств по Договору при условии, что для таких целей подконтрольное юридическое лицо означает:

18.2.2.1 коммерческая организация, более 50% (пятидесяти процентов) голосующих акций которой находятся в собственности или иным образом подконтрольны, прямо или косвенно,

Стороне; или

- 18.2.2.2 любое юридическое лицо, эффективное административное управление которой осуществляет Сторона; или
- 18.2.2.3 для ООН, главный или дочерний орган ООН, учрежденный в соответствии с Уставом Организации Объединенных Наций.
 - 18.3 Подрядчик может раскрыть Информацию объеме, требуемом законодательством, при условии соответствия привилегиям и иммунитетам ООН и не Подрядчик предварительно исключая их, направит ПРООН письменный запрос на раскрытие Информации, дабы предоставить ПРООН обоснованную возможность принять или любые другие защитные меры, необходимые перед любым раскрытием такой информации.
 - **18.4** ПРООН может раскрывать Информацию в объеме согласно Уставу ООН, резолюциям или регламенту Генеральной Ассамблеи или в соответствии с правилами, опубликованными ниже.
 - 18.5 Принимающая сторона не должна сталкиваться с препятствиями при раскрытии Информации, которую Принимающая сторона получила от третьих сторон без каких-либо ограничений, а Разглашающая сторона раскрыла третьей стороне без каких-либо обязательств в части конфиденциальности и которая уже была известна Принимающей стороне ранее, или которую Принимающая сторона могла получить полностью независимо от раскрытия, которое описывается здесь.
 - **18.6** Эти обязательства и ограничения в сфере конфиденциальности информации будут действовать в течение срока действия Договора, включая любое продление его срока

19.3 Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute force majeure under the Contract.

20. TERMINATION:

- 20.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 23 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.
- UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.
- 20.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNDP,

действия, а также остаются в силе после прекращения действия Договора.

- **19.** ФОРС-МАЖОР; ДРУГИЕ ИЗМЕНЕНИЯ УСЛОВИЙ:
 - **19.1** B случае возникновения максимально короткое время после возникновения причин, которые привели к обстоятельствам, форс-мажорным пострадавшая Сторона должна в письменном виде с подробным описанием ситуации проинформировать другую Сторону о таких обстоятельствах или причинах, если в связи с возникновением таких причин пострадавшая Сторона частично или полностью не может выполнять свои обязанности и обязательства по Договору. Пострадавшая сторона также должна проинформировать другую Сторону о любых других изменениях условий возникновении любого события, что препятствует препятствовать или может пострадавшей выполнению Стороной Договора. Не позднее чем через 15 (пятнадцать) дней после уведомления о форс-мажорных обстоятельствах или других изменениях условий пострадавшая Сторона также должна предоставить другой Стороне отчет об ожидаемых расходах, которые могут быть понесены во время действия измененных условий или во время действия форс-мажорных обстоятельств. После получения необходимого сообщения или сообщений, указанных в этом пункте, Сторона, которая не пострадала в результате возникновения форс-мажорных обстоятельств, должна принять такие меры, которые целесообразны или необходимы при определенных обстоятельствах, включая предоставление пострадавшей Стороне обоснованной отсрочки в выполнении каких либо обязательств по Договору.
 - 19.2 Если по причине форс-мажорных обстоятельств Подрядчик не сможет полностью или частично выполнять свои обязанности и обязательства по Договору, ПРООН имеет право приостановить или расторгнуть Договор на тех же условиях, которые предусмотрены пунктом 20 «Порядок расторжения Договора», но срок предоставления уведомления составит 7 (семь) дней вместо 30 (тридцати). В любом

the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:

- 20.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;
- 20.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice:
- 20.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNDP and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;
- 20.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated:
- 20.3.5 transfer title and deliver to UNDP the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated:
- 20.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder;
- 20.3.7 complete performance of the work not terminated; and,
- 20.3.8 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.
- 20.4 In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with

случае ПРООН сможет признать Подрядчика таким, что на постоянной основе в состоянии выполнять свои обязательства по Договору, если Подрядчик не сможет их выполнять полностью или частично по причине форсмажорных обстоятельств в течение периода более 90 (девяносто) дней.

19.3 Под форс-мажорными обстоятельствами данном пункте подразумеваются непредвиденные и непреодолимые стихийные бедствия, война (объявленная необъявленная), оккупация, революция, восстание, террористические акты или другие обстоятельства подобного характера или силы, при условии, что такие обстоятельства возникли по причинам, которые Подрядчик не мог контролировать, а также не по вине или небрежности Подрядчика. Подрядчик осознает и соглашается с тем, что в отношении какихлибо обязательств по Договору, которые должны быть выполнены в регионах, где ПРООН вовлечена, готовится участвовать или заканчивает принимать участие в любых миротворческих, гуманитарных или подобных операциях, любые задержки или невыполнение таких обязательств в результате или в связи с тяжелыми условиями в таких регионах или любыми проявлениями общественного беспорядка в таких регионах не должно относиться к форс-мажорным обстоятельствам в рамках Договора.

20. РАСТОРЖЕНИЕ ДОГОВОРА:

- 20.1 Любая из Сторон может расторгнуть Договор по уважительным причинам полностью или частично, направив другой Стороне соответствующее письменное уведомление за 30 предполагаемой (тридцать) дней ДО расторжения Договора. Начало процедур мирового соглашения или арбитража в соответствии с пунктом «Урегулирование споров» должен рассматриваться в качестве «причины» для разрыва или, в противном случае, само по себе являться расторжением Договора.
 - **20.2** ПРООН имеет право расторгнуть Договор в любое время, направив Подрядчику письменное уведомление, в любом случае, когда полномочия ПРООН по выполнению Договора или финансирование ПРООН по

the Contract. In addition, UNDP shall not be liable to pay the Contractor except for those Goods satisfactorily delivered and/or Services satisfactorily provided to UNDP in accordance with the requirements of the Contract, but only if such Goods or Services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP.

- **20.5** UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:
- 20.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;
- 20.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;
- 20.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;
- 20.5.4 a Receiver is appointed on account of the insolvency of the Contractor;
- 20.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; or,
- 20.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.
- 20.6 Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or nonlegal proceedings, as a result of any of the events specified in Article 20.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the occurrence of

Договору сокращаются или прекращаются полностью или частично. Кроме того, если иное не предусмотрено Договором, ПРООН может расторгнуть Договор без объяснения причин, направив Подрядчику предварительное письменное уведомление за 60

(шестьдесят) дней до расторжения.

- 20.3 В случае расторжения договора и после получения уведомления о расторжении по инициативе ПРООН, Подрядчик должен, если другое не предусмотрено ПРООН в уведомлении о расторжении или в другом письменном виде:
- 20.3.1 немедленно принять меры для скорейшего и надлежащего завершения выполнения обязательств по Договору, при этом сократив расходы к минимуму;
- 20.3.2 воздержаться от принятия на себя каких-либо других дополнительных обязательств по Договору с даты получения уведомления;
- 20.3.3 не заключать дальнейших субподрядных соглашений или не размещать заказов на материалы, услуги или средства за исключением тех, которые ПРООН и Подрядчик определили путем согласования в письменном виде, необходимыми для завершения любой части Договора, которой не коснулось расторжение;
- 20.3.4 расторгнуть все субподрядные соглашения или заказы в той части, в которой они связаны с частью расторгнутого Договора;
- 20.3.5 передать право собственности и сдать ПРООН изготовленные и неизготовленные элементы, незавершенные работы, завершенные работы, ТМЦ и другие материалы, изготовленные или приобретенные по той части Договора, действие которой прекращается;
- 20.3.6 сдать все завершенные или частично завершенные планы, чертежи, информацию и другое имущество, которое в случае полного выполнения Договора должно быть передано ПРООН в соответствии с Договором;
- 20.3.7 завершить выполнение работ, которых не коснулось расторжение Договора и
- 20.3.8 выполнить любые другие необходимые действия, или выполнить письменные указания ПРООН по минимизации потерь и по защите и сохранению любого материального или нематериального имущества, имеющего отношение к Договору, находящегося в собственности Подрядчика и

- any of the events specified in Article 20.5, above, and shall provide UNDP with any information pertinent thereto.
- **20.7** The provisions of this Article 20 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.
- 21. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.
- **22.** NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

23. SETTLEMENT OF DISPUTES:

- 23.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.
- **23.2** ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of the Contract or

- представляющего интерес для ПРООН или потенциально представляющего интерес для ПРООН.
- 20.4 В случае расторжения Договора, ПРООН имеет право получить от Подрядчика обоснованные расчеты относительно письменные BCEX обязательств, которые были выполнены или выполняются в соответствии с Договором. Кроме того, ПРООН будет нести ответственность перед Подрядчиком по оплате только тех Товаров и / или Услуг, которые были удовлетворительным образом ПРООН В соответствии предоставлены требованиями Договора, и если такие Товары или Услуги были заказаны или предоставлены до момента получения Подрядчиком от ПРООН сообщения о расторжении Договора или до момента направления Подрядчиком уведомления о расторжении Договора ПРООН.
- **20.5**ПРООН имеет право, в дополнение ко всем остальным правам или средствам правовой защиты, которые ей доступны, расторгнуть Договор немедленно в следующем случае:
- 20.5.1 В случае объявления Подрядчика банкротом, его ликвидации или признания неплатежеспособным, или в случае, когда Подрядчик подает ходатайство об отсрочке по платежам и финансовым обязательствам или о приостановлении любого обязательства оплаты или погашения задолженности, или подает ходатайство о признании его неплатежеспособным,
- 20.5.2 в случае получения Подрядчиком разрешения об отсрочке по платежам и финансовым обязательствам или в случае признания Подрядчика неплатежеспособным;
- 20.5.3 в случае передачи Подрядчиком имущества в пользу одного или более кредиторов,
- 20.5.4 в случае назначения Ликвидатора ответственным за банкротство Подрядчика;
- 20.5.5 когда Подрядчик предлагает мировое соглашение вместо банкротства или принудительной ликвидации; или
- 20.5.6 если ПРООН обоснованно считает, что в финансовом положении Подрядчика произошло существенное неблагоприятное изменение, которое может существенно повлиять на выполнение Подрядчиком любого из своих обязательств по Договору.

the breach, termination, or invalidity thereof, unless settled amicably under Article 23.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article

("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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

25. TAX EXEMPTION:

25.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of

- Кроме тех случаев, когда это запрещено законодательством, Подрядчик обязан возместить ПРООН все убытки и расходы, включая, среди прочего, все расходы, которые ПРООН несет в связи правовыми неправовыми производствами в результате любого из указанных в пункте 20.5 выше событий и расторжения Договора, даже если Подрядчика признано банкротом, неплатежеспособным или если он получил разрешение об отсрочке по платежам и финансовым обязательствам. Подрядчик должен немедленно информировать ПРООН возникновении любого из указанных в пункте 20.5 выше событий и должен предоставлять ПРООН всю информацию, которая касается такого события или событий.
- 20.7 Положения пункта 20 не могут наносить ущерб любым другим правам или средствам правовой защиты, которые доступны ПРООН по настоящему Договору или по другим документам.
 - 21. НЕОТКАЗ ОТ ПРАВ: Нереализация любой из Сторон любого из прав, доступных такой стороне в соответствии с Договором или иным образом, не должна считаться отказом другой Стороны от любого такого права или средства правовой защиты и не будет освобождать Стороны от выполнения ими каких-либо своих обязательств по Договору.
- 22. НЕИСКЛЮЧИТЕЛЬНОСТЬ: Если иное не Договоре, ПРООН указано имеет обязательств ПО приобретению любого минимального объема Товаров или Услуг у Подрядчика, при этом ПРООН не ограничивается в своем праве приобретать Товары или Услуги того же рода, качества и в объеме, указанном в Договоре, у любых других источников или поставщиков в любое время.
- 23. ПОРЯДОК УРЕГУЛИРОВАНИЯ СПОРОВ:
 - 23.1 МИРОВОЕ УРЕГУЛИРОВАНИЕ СПОРА: Стороны обязуются прилагать все усилия для мирового урегулирования любого спора, противоречия или претензии, возникающих в результате выполнения, нарушения, расторжения Договора или признания его недействительным. Если Стороны желают достичь внесудебного урегулирования в форме процедуры примирения, то такая процедура

articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

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

26. MODIFICATIONS:

- **26.1** No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.
- **26.2** If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 26.1, above.
- 26.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any Goods or Services provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 26.1, above.

должна быть оформлена в соответствии с Правилами проведения процедур примирения Комиссии ООН по правам международной торговли («ЮНСИТРАЛ») или в соответствии с любыми другими процедурами согласно письменному соглашению Сторон.

23.2 АРБИТРАЖ: Любые споры, противоречия или претензии между Сторонами, возникающие в связи с Договором или нарушением, расторжением или утратой юридической силы, не урегулированы во внесудебном порядке в соответствии с пунктом 23.1 выше в течение 60 (шестидесяти) дней после получения одной из Сторон письменного требования Другой стороны о мировом разрешении спора должны передаваться любой из Сторон в арбитраж в соответствии с Арбитражным регламентом ЮНИСИТРАЛ (Комиссия ООН по правам международной торговли). Решения арбитражного основываются суда принципах международного коммерческого права. Арбитражный суд должен иметь полномочия отдавать распоряжения по возврату или уничтожению товаров, любого материального и нематериального имущества любой конфиденциальной информации, предоставленной в рамках Договора, отдавать распоряжения о расторжении Договора, а также распоряжения о применении любых других защитных мер по отношению к товарам, услугам или иного материального или нематериального имущества, любой конфиденциальной информации, предоставленной в рамках Договора в полном соответствии с полномочиями арбитражного суда согласно пункта 26 («Обеспечительные меры») и пункта 34 («Формы и юридическая сила арбитражного решения») Арбитражного регламента ЮНИСИТРАЛ. Арбитражный суд не вправе присуждать штрафные неустойки. Более того, если иное прямо не предусмотрено в Договоре, арбитражный суд не имеет полномочий начислять проценты выше Лондонской межбанковской ставки («LIBOR») и любые такие проценты должны быть только простыми процентами. Стороны обязаны выполнять решения суда, вынесенные в результате такого арбитражного производства, и считать его заключительным решением по любым таким спорам, противоречиям или претензиям.

24. ПРИВИЛЕГИИ И ИММУНИТЕТЫ: Все привилегии и иммунитеты Организации

27. AUDITS AND INVESTIGATIONS:

- 27.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.
- 27.2 UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.
- **27.3** The Contractor shall provide its full and timely cooperation with any such inspections. postpayment audits or investigations. cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.
- 27.4 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds

Объединенных Наций, в том числе ее дочерних органов, остаются в силе и никакие положения Договора не могут предусматривать прямой или косвенный отказ от таких привилегий и иммунитетов.

25. ОСВОБОЖДЕНИЕ ОТ НАЛОГООБЛОЖЕНИЯ:

- **25.1** Раздел 7 "Конвенции о привилегиях иммунитетах ООН" наряду с другими положениями гласит, что ООН, в том числе ее вспомогательные органы, освобождается от всех прямых налогов, за исключением платы за коммунальные услуги, а также освобождается от таможенных пошлин и аналогичных им сборов в отношении товаров, импортируемых или своего экспортируемых официального для использования. В случае, если какой - либо правительственный орган отказывается признать освобождение ПРООН от таких налогов, пошлин или должен сборов, Поставщик немедленно проконсультироваться с ПРООН для выработки взаимоприемлемой процедуры.
- 25.2 Соответственно, Поставщик предоставляет ПРООН право вычитать из инвойса Поставщика любые суммы представляющие такие налоги, пошлины или сборы, если только Поставщик не проконсультировался с ПРООН до оплаты таких сумм, а ПРООН не дала свое конкретное согласие Поставщику по каждому отдельному случаю на оплату таких спорных налогов, пошлин и сборов. В таком случае Поставщик предоставляет ПРООН письменные доказательства того, что оплата таких налогов, пошлин и сборов произведена и была соответствующим образом санкционирована.
 - 26. ПОРЯДОК ВНЕСЕНИЯ ИЗМЕНЕНИЙ:
 - **26.1** Любые изменения или дополнения к Договору действительны и имеют юридическую силу для ПРООН только в том случае, когда они оформлены в письменном виде должным образом уполномоченными представителями Сторон.
 - 26.2 В случае продления действия Договора на дополнительный период в соответствии с его условиями, к такому продлению Договора применяются те же условия, которые изложены в Договоре за исключением тех случаев, когда Стороны договорились о другом в соответствии с поправками, оформленными согласно пункта 26.1 выше.

determined by UNDP to have been used in violation of or inconsistent with this Contract.

28. LIMITATION ON ACTIONS:

- 28.1 Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 23.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.
- 28.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.
- 29. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.
- **30.** SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any

26.3 Условия каких-либо дополнительных соглашений, лицензий или других видов договоренностей относительно любых Товаров или Услуг, предоставляемых в рамках Договора, будут действительны и будут выполняться ПРООН только в том случае, когда они оформлены в виде действующих поправок, внесенных в соответствии с пунктом 26.1 выше.

27. АУДИТ И РАССЛЕДОВАНИЯ:

- 27.1 Каждый счет, что оплачивается ПРООН, подлежит аудиту после его оплаты; такой аудит проводится внутренними или внешними ПРООН аудиторами или другими уполномоченными и квалифицированными представителями ПРООН в любое время в течение срока действия Договора и в течение 3 (трех) лет с момента завершения досрочного расторжения Договора.
- 27.2 ПРООН имеет право, в любое время в течение срока действия Договора и в течение 3 (трех) лет с момента завершения или досрочного расторжения Договора проводить расследование в отношении любого аспекта Договора или его заключения, обязательств, выполняемых в рамках договора, и деятельности Подрядчика, которые в целом связаны с выполнением Договора.
- 27.3 Подрядчик должен предоставлять ПРООН полную и своевременную поддержку в проведении таких проверок, аудитов или расследований. Такая поддержка должна среди прочего, включать, личную сотрудников Подрядчика и предоставления Подрядчиком соответствующей документации для таких целей в обоснованные сроки и на обоснованных условиях, также предоставление ПРООН доступа в помещения Подрядчика в обоснованные сроки и на обоснованных условиях, и, в связи с этим, также обеспечение доступа ПРООН к персоналу и соответствующей документации Подрядчика. Подрядчик должен обязать своих агентов, включая, среди прочего, юристов, бухгалтеров и других советников или консультантов, оказывать поддержку в проведении любых расследований, проверок, аудитов или проводимых ПРООН в рамках настоящего Договора.

instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

- **31.** STANDARDS OF CONDUCT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following documents then in force at the time of signature of the Contract:
 - **31.1** The UN Supplier Code of Conduct;
 - 31.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");
 - 31.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;
 - 31.4 UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;
 - 31.5 UNDP Vendor Sanctions Policy; and
 - **31.6** All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read

27.4ΠΡΟΟΗ имеет право возмещение Подрядчиком любых сумм, которые в ходе аудита и расследования будут признаны суммами, уплаченными в нарушении условий и положений Договора. Подрядчик также признает и соглашается с тем, что в определенных предусмотренных случаях доноры ПРООН, чье финансирование является источником, полностью или частично, финансирования закупки Товаров и / или Услуг, являющихся предметом настоящего Договора, будут иметь право требования от Подрядчика возврата любых денежных средств, которые, по мнению ПРООН, использовались в нарушение или не для целей настоящего Договора.

28. СРОКИ ДАВНОСТИ:

- 28.1 За исключением каких-либо обязательств по возмещению убытков согласно пункта 12 выше, или если иное не предусмотрено Договором, любые арбитражные процедуры согласно пункта 23.2 выше, вытекающие из Договора, должны быть начаты в течение 3 (трех) лет с момента возникновения оснований для такого действия.
- 28.2Стороны также признают и соглашаются с тем, что для данных целей моментом возникновения оснований для действий будет считаться момент фактического возникновения нарушения, а в случае скрытых нарушений - момент, когда пострадавшая Сторона узнала или должна была узнать о всех основаниях для принятия мер или в случае гарантии нарушения при предоставлении предложений по поставкам, за исключением тех когда гарантия распространяется на будущее функционирования Товаров, процессов или систем, и нарушение может быть обнаружено только через определенное время, когда такие Товары, другие процессы или системы будут готовы к функционированию в соответствии с требованиями Договора.
- 29. СУЩЕСТВЕННЫЕ УСЛОВИЯ: Подрядчик признает и соглашается с тем, что каждое из положений, изложенных в пунктах 30-36 настоящего Договора, представляет собой существенное условие Договора и любое нарушение любого из этих положений предоставляет ПРООН право немедленно расторгнуть Договор или любую другую сделку, заключенную с ПРООН, путем направления Подрядчику уведомления, при этом ПРООН не может нести никакой

and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at

http://www.undp.org/content/undp/en/home/operations/ procurement/business/. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

- **32.** OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.
- 33. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- **34.** MINES: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

35. SEXUAL EXPLOITATION:

35.1 In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual

ответственности за расходы, связанные с таким расторжением Договора, или любые другие расходы. Кроме этого, ни одно положение или условие этого Договора не может ограничивать право ПРООН ссылаться на любое предполагаемое нарушение указанных существенных условий как на основание для обращения в соответствующие национальные органы для принятия соответствующих правовых мер.

- **30.** ИСТОЧНИК ИНСТРУКЦИЙ: Подрядчик не вправе обращаться за инструкциями или получать инструкции по выполнению своих обязательств по Договору к любым уполномоченным лицам или организациям за пределами ПРООН. В том случае, когда любое уполномоченное лицо или организация за пределами ПРООН пытается предоставить любые инструкции или наложить какие-либо ограничения ПО выполнению Подрядчиком обязательств ПО Договору, Подрядчик должен немедленно сообщить об этом ПРООН и предоставить всю возможную помощь и поддержку, которая может понадобиться ПРООН. Подрядчик должен воздерживаться от любых действий ПО выполнению СВОИХ обязательств по Договору, которые МОГУТ негативно повлиять на интересы ПРООН или ООН и выполнять взятые на себя обязательства по Договору с полным учетом интересов ПРООН.
- 31. НОРМЫ ПОВЕДЕНИЯ: Подрядчик гарантирует, что никто из должностных лиц ПРООН или ООН не получал и не будет получать от Подрядчика никаких прямых или косвенных вознаграждений, связанных с данным Контрактом или его присуждением. Подрядчик обязуется соблюдать все законы, приказы, правила и нормы, касающиеся выполнения его обязательств по Договору. Кроме того, при выполнении Договора Подрядчик должен соблюдать стандарты определенных Бюллетене поведения, Генерального Секретаря ST / SGB / 2002/9 «Положения о статусе, основные права и обязанности должностных лиц, не являющихся сотрудниками Секретариата, и членов экспертных миссий» от 18 июня 2002, а также ST / SGB / 2006/15 «Ограничения, действующие после прекращения трудоустройства» от 27 декабря 2006, соблюдать руководствоваться И требованиями документов следующих

exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

- **35.2** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person
- 35.3 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.
- 36. ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to Resolution 1267 (1999). The list can be accessed via https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctio

редакциях, действующих на момент подписи договора:

- 31.1 Кодекс поведения Подрядчика ООН;
- **31.2** Политика ПРООН о мошенничестве и других проявлениях коррупции («Политика ПРООН по борьбе с мошенничеством»);
- **31.3** Регламенты проведения аудита и расследований, обнародованные Офисом ПРООН («OAP»);
- **31.4** Социальные и экологические стандарты ПРООН («СЭС»), включая соответствующий механизм обеспечения ответственности;
- 31.5 Политика о санкциях к поставщикам ПРООН; 31.6 Все Директивы ПРООН по безопасности. Подрядчик признает и соглашается с тем, что он прочитал

и ознакомился с требованиями указанных выше документов, которые доступны в сети Интернет по ссылке www.undp.org или

http://www.undp.org/content/undp/en/home/operations / procurement / business /. Давая такое согласие, Подрядчик подтверждает и гарантирует, что соответствует требованиям вышеупомянутых документов и будет соответствовать таким требованиям в течение всего срока действия настоящего Договора.

- 32. СОБЛЮДЕНИЕ ЗАКОНОДАТЕЛЬСТВА: Подрядчик обязуется соблюдать все законы, приказы, правила и нормы, касающиеся выполнения его обязательств по Договору. Кроме того, Подрядчик должен соблюдать все обязательства и требования по его регистрации в качестве квалифицированного поставщика Товаров или Услуг для ПРООН, изложенных в соответствующих регламентах о регистрации в качестве поставщика ПРООН.
- 33. ДЕТСКИЙ ТРУД: Подрядчик заверяет гарантирует, что ни он, ни его материнские компании (если таковые имеются), ни его дочерние или аффилированные предприятия (если таковые имеются) не ведут деятельность, которая несовместима с правами, изложенными в Конвенции о правах детей, в том числе со статьей 32 Конвенции, которая, среди прочего, предусматривает, чтобы дети были защищены от выполнения работы, которая может быть опасной или препятствовать их образованию и воспитанию, вредной для здоровья или физического, умственного, духовного, моральноэтического социального развития детей.
- **34.** МИНЫ: Подрядчик заверяет и гарантирует, что ни он, ни его материнские компании (если таковые

<u>ns_list.</u> This provision must be included in all subcontracts or sub-agreements entered into under the Contract. имеются), ни его дочерние или аффилированные предприятия (если таковые имеются) не ведут деятельности по продаже или производстве противопехотных мин или компонентов, используемых при производстве таких мин.

35. СЕКСУАЛЬНАЯ ЭКСПЛУАТАЦИЯ:

- 35.1 В ходе выполнения Договора Подрядчик должен соблюдать стандарты поведения, которые изложены в Бюллетене Генерального Секретаря ST / SGB / 2003/13 «Специальные меры по защите от сексуальной эксплуатации и сексуального насилия» от 9 октября 2003 года. В частности, Подрядчик обязуется не выполнять каких-либо действий, представляющих собой сексуальную эксплуатацию или сексуальное насилие, как это определено в этом бюллетене.
- 35.2 Подрядчик должен принять все необходимые меры для предупреждения сексуальной эксплуатации или насилия со стороны своих работников или любых других лиц, которые могут быть привлечены Подрядчиком для предоставления любых услуг в рамках Договора. Для таких целей, сексуальные действия в отношении какого-либо лица, не достигшего возраста восемнадцати лет, независимо от положений законов, ссылающихся на согласие такого считаются сексуальной эксплуатацией и лица, насилием в отношении такого лица. Кроме того, Подрядчик должен не допускать со своей стороны и принимать все необходимые меры для запрета своим сотрудникам или другим лицам, которых он привлек для выполнения работ или оказания услуг, получать совершать или действия сексуального характера в обмен на деньги, товары, услуги или ценности, или быть привлеченным к сексуальным действиям, которые эксплуатируют или унижающих достоинство всех лиц.
- 35.3 ПРООН не применяет вышеизложенные нормы по возрастным ограничениям в случаях, если сотрудники Подрядчика или другие лица, которые могут быть привлечены им к оказанию какихлибо услуг по Договору, состоящих в браке с лицами моложе восемнадцати лет, с которыми совершено действие сексуального характера, а также в тех случаях, когда данный брак признан действительным в соответствии с законами страны, гражданином которой является сотрудник Подрядчика или такое другое лицо, которое может быть привлечено Подрядчиком для выполнения каких-либо услуг в рамках Договора.

обеспече полученн использо юридиче лицам, п ПРООН который учреждег Сам список https://www.	ется прилагать все необходимые усилия для ения того, чтобы денежные средства ПРООН,
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