

INVITATION TO BID

PURCHASE OF MOBILE CENTERS (TRUCK-BASED) FOR THE PROVISION OF ADMINISTRATIVE SERVICES (MOBILE CENTERS FOR ADMINISTRATIVE SERVICES, FURTHER REFERRED TO AS MOBILE TSNAP) EQUIPPED IN ACCORDANCE WITH THE TECHNICAL REQUIREMENTS TO DONETSK AND LUHANSK OBLASTS, UKRAINE (2 Lots)

Recovery and Peacebuilding Programme

Ukraine



**United Nations Development Programme
November 2019**

Section 1. Letter of Invitation

Kyiv, Ukraine
November 21, 2019

432/527-2019-UNDP-UKR-ITB-RPP

LOT 1	Purchase of three Mobile Centers (truck-based) for the provision of administrative services (Mobile Centers for Administrative Services, further referred to as Mobile TsNAP) equipped in accordance with the technical requirements to Donetsk oblast
LOT 2	Purchase of three Mobile Centers (truck-based) for the provision of administrative services (Mobile Centers for Administrative Services, further referred to as Mobile TsNAP) equipped in accordance with the technical requirements to Luhansk oblast

Dear Bidder,

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

This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 – Schedule of Requirements and Technical Specifications
- Section 4 – Bid Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 6 – Technical Bid Form
- Section 7 – Price Schedule Form
- Section 8 – Form for Advanced Payment Guarantee (*may be required from winning entity*)
- Section 9 – Contract to be Signed, including General Terms and Conditions

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 procurement.ua@undp.org, indicating whether you intend to submit a Bid or otherwise. You may also utilize the “Accept Invitation” function in eTendering system <https://etendering.partneragencies.org>, 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.

Yours sincerely,

Sukhrob Kakharov

Mr. Sukhrob Kakharov

UNDP Operations Manager

A.D.

Section 2: Instruction to Bidders

Definitions

- a) *“Bid”* refers to the Bidder’s response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
- b) *“Bidder”* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.
- c) *“Contract”* refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) *“Country”* refers to the country indicated in the Data Sheet.
- e) *“Data Sheet”* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
- f) *“Day”* refers to calendar day.
- g) *“Goods”* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.
- h) *“Government”* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) *“Instructions to Bidders”* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- j) *“ITB”* refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) *“LOI”* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
- l) *“Material Deviation”* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- m) *“Schedule of Requirements and Technical Specifications”* refers to the document included in this ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP’s receipt and acceptance of the goods.
- n) *“Services”* refers to the entire scope of tasks related or ancillary to the completion or

delivery of the goods required by UNDP under the ITB.

- o) “*Supplemental Information to the ITB*” refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti)
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All 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:
 - 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or
 - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Bidders must disclose the condition to UNDP and seek UNDP’s confirmation on whether or not such conflict exists.

6. Similarly, the following must be disclosed in the Bid :

- 6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and
- 6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the Bid.

- 7. 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 as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.
- 8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link:
<http://www.undp.org/content/dam/undp/img/corporate/procurement/UN%20Supplier%20Code%20of%20Conduct.pdf>

B. CONTENTS OF BID

9. Sections of Bid

Bidders are required to complete, sign and submit the following documents:

- 9.1 Offer Submission Cover Letter Form (see ITB Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);
- 9.3 Technical Bid (see prescribed form in ITB Section 6);
- 9.4 Price Schedule (see prescribed form in ITB Section 7);
- 9.5 Bid Security, if applicable (if required and as stated in the DS nos. 9-11, see prescribed Form in ITB Section 8);
- 9.6 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

10. Clarification of Bid

- 10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.
- 10.2 UNDP shall endeavor to provide such 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 Bid, unless UNDP deems that such an

extension is justified and necessary.

11. Amendment of Bid

- 11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the ITB and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

C. PREPARATION OF BID

12. Cost

The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

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 **Data Sheet** (DS No. 4). Any printed literature furnished by the Bidder written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Bid Submission Form

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.

15. Technical Bid Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Bidder shall structure the Technical Bid as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a

manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.

- 15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder’s response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS noS. 29 and 30).

Bidders must be fully aware that the goods and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP’s policies and procedures. All bidders are therefore required to submit the following in their bids :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
- b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
- c) Complete documentation, information and declaration of any goods classified or may be classified as “Dangerous Goods”.

- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

In complying with this section, the Bidder assures and confirms to UNDP that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to render the Bid non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Bidder, shall be made only with UNDP’s acceptance of the justification for substitution, and UNDP’s approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Bid Security, the Bid Security shall be included along with the Technical Bid. The Bid Security may be forfeited by UNDP, and reject the Bid, in the event of any or any combination of the following conditions:

- a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Bid Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Bidder fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per ITB Clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.

16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

- 17.1 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 Bid; and
- 17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

18. Documents Establishing the Eligibility and Qualifications of the Bidder

18.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Bidder Information Forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfactions. These include, but are not limited to the following:

- a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;

- b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and

That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP 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
- f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

19. Joint Venture, Consortium or Association

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along 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 entities that comprise the joint venture.

After the bid has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) submit another Bid, either in its own capacity; nor
- b) as a lead entity or a member entity for another joint venture submitting another Bid.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the ITB, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and

- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the ITB.

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 joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If the Bid of a joint venture is determined by UNDP as the most responsive Bid that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity, who shall sign the contract for and on behalf of all the member entities.

20. Alternative Bid

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative bid shall not be considered. 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.

21. Validity Period

- 21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.
- 21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

22. Bidder's Conference

When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). 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 either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

D. SUBMISSION AND OPENING OF BID

23. Submission

- 23.1 The Technical Bid and the Price Schedule **must be submitted together and sealed together in one and the same envelope**, delivered either personally, by courier, or by electronic method of transmission. If submission will not be done by electronic means, the Technical Bid and Price Schedule must be sealed together in an envelope

whose external side must :

- a) Bear the name of the Bidder;
- b) Be addressed to UNDP as specified in the **Data Sheet** (DS no.20); and
- c) Bear a warning not to open before the time and date for Bid opening as specified in the **Data Sheet** (DS no. 24).

If the envelope is not sealed nor labeled as required, the Bidder shall assume the responsibility for the misplacement or premature opening of Bid due to improper sealing and labeling by the Bidder.

23.2 Bidders must submit their Bid in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Bid is expected to be in transit for more than 24 hours, the Bidder must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).

23.3 Bidders submitting Bid by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking each of the envelopes as "Original Bid" and the others as "Copy of Bid". The two envelopes, consisting of original and copies, shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS no. 19). In the event of any discrepancy between the contents of the "Original Bid" and the "Copy of Bid", the contents of the original shall govern. The original version of the Bid shall be signed or initialed by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Bid.

23.4 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Bid and Late Bids

Bid must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS no. 20 and 21).

UNDP shall not consider any Bid that arrives after the deadline for submission of Bid. Any Bid received by UNDP after the deadline for submission of Bid shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution, and Modification of Bid

25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the

course of understanding the ITB out of the set of information furnished by UNDP.

- 25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, 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 must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.
- 25.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic Bid opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

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 submission, for which the Bid shall be returned unopened to the Bidder.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Bid, 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.

Any effort by a Bidder to influence UNDP in the examination, evaluation and comparison of the Bid or contract award decisions may, at UNDP's decision, result in the rejection of its Bid.

In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving the bid presented to UNDP. The content of other bid and how they compare to the Bidder's submission shall not be discussed.

E. EVALUATION OF BID

28. Preliminary Examination of Bid

UNDP shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Bidder is in the UN Security Council 1267/1989 Committee's list of

terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Bid are generally in order, among other indicators that may be used at this stage. UNDP may reject any Bid at this stage.

29. Evaluation of Bid

29.1 UNDP shall examine the Bid to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the 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 **Data Sheet** (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

29.3 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
- 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 any other entity that may have done business with the bidder;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
- f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Bid

To assist in the examination, evaluation and comparison of bids, UNDP may, at its discretion, ask any Bidder to clarify its Bid.

UNDP's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, 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 Bid, in accordance with ITB Clause 35.

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 Bid.

31. Responsiveness of Bid

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, and specifications of the ITB without material deviation, reservation, or omission.

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.

32. Nonconformities, Reparable Errors and Omissions

32.1 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.

32.2 Provided that a Bid is substantially responsive, UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, 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.

32.3 Provided that the Bid is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) 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 subject to the above.

32.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

F. AWARD OF CONTRACT**33. Right to Accept, Reject, or Render Non-Responsive Any or All Bid**

33.1 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. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.

- 33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See <http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions/>)

34. Award Criteria

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 (See DS No. 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of the goods and/or related 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.

36. Contract Signature

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 of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall 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 Bidder with the second highest rated Bid, or call for new Bid.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Bidder and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Bidder requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total Bid price, or exceed the amount of USD 30,000, UNDP shall require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or 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/operations/procurement/business/protest-and-sanctions/>

Instructions to Bidders

DATA SHEET

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	Recovery and Peacebuilding Programme
2		Title of Goods/Services/ Work Required:	<p>LOT 1: Purchase of three Mobile Centers (truck-based) for the provision of administrative services (Mobile Centers for Administrative Services, further referred to as Mobile TsNAP) equipped in accordance with the technical requirements to Donetsk oblast</p> <p>LOT2: Purchase of three Mobile Centers (truck-based) for the provision of administrative services (Mobile Centers for Administrative Services, further referred to as Mobile TsNAP) equipped in accordance with the technical requirements to Luhansk oblast</p>
3		Country:	Ukraine
4	C.13	Language of the Bid:	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input checked="" type="checkbox"/> Ukrainian/Russian
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<input checked="" type="checkbox"/> Allowed: Bids may be submitted for different Lots <input type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Bid	<input type="checkbox"/> Shall not be considered <input checked="" type="checkbox"/> Shall be considered. A Bidder may submit an alternative Bid, but only if it also submits a Bid that meets the base case (i.e., what is originally required by UNDP in this ITB). UNDP shall only consider the alternative bid offered by the Bidder whose Bid for the base case was determined to be a responsive Bid that offers the lowest price.
7	C.22	A pre-Bid conference will be	Time: 15:00 (Kyiv time)

		held on:	<p>Date: November 27, 2019</p> <p>Venue:</p> <p>Skype Conference shall be supported for interested bidders.</p> <p>Interested bidders are required to register for Pre-Bidding Conference by submitting their company name, list of attending representatives and their contact information as well as Skype ID (for bidders willing to participating via Skype Conference) at the following email:</p> <p>procurement.ua@undp.org</p> <p>Attn: Procurement Unit</p> <p>Subject: 432_527-2019-UNDP-UKR-ITB-RPP – Pre-Bidding Conference Registration</p> <p>E-mail: procurement.ua@undp.org</p>
8	C.21.1	Period of Bid Validity commencing on the submission date	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Bid Security	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Bid Security	N/A
11	B.9.5 C.15.4 a)	Validity of Bid Security	N/A
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Allowed up to a maximum of 20% of contract (prepayment should not exceed 20% of the total contract amount, or USD 30,000.00, whichever is less) <input type="checkbox"/> Not allowed
13		Liquidated Damages	<input type="checkbox"/> Will not be imposed <input checked="" type="checkbox"/> Will be imposed under the following conditions: If the Contractor fails to complete the specified Works within the time period(s) stipulated in the Contract, UNDP may without prejudice to its other remedies under the contract, deduct 0.5% of the total amount for each day of delay until actual completion, up to maximum deduction of 10% of the value of the Contract. Once the maximum is reached, UNDP may consider termination of the Contract.
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required

15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$) – strongly advised to use as a risk mitigation measure against the impact of the local currency devaluation. UNDP will execute payments in UAH based on UN Operational Exchange Rate as at the date of payment. For determining UN Operational Exchange Rate pls. refer to treasury.un.org <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency – UAH.
16	B.10.1	Deadline for submitting requests for clarifications/questions	3 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Procurement Unit E-mail address dedicated for this purpose: procurement.ua@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<input type="checkbox"/> Direct communication to prospective Bidders by email or fax <input checked="" type="checkbox"/> Direct communication to prospective Bidders by email or fax, and Posting on the website http://procurement-notice.undp.org , https://www.ungm.org
19	D.23.3	No. of copies of Bid that must be submitted	Original : 1 Copies : 0
20	D.23.1 b) D.23.2 D.24	Bid submission address	<u>For Technical and Financial proposals:</u> https://etendering.partneragencies.org 432/527-2019-UNDP-UKR-ITB-RPP <u>Please note that bids received through any other address will not be considered.</u>
21	C.21.1 D.24	Deadline of Bid Submission	December 09, 2019, 10:00 a.m. Kyiv time For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.
22	D.23.2	Manner of Submitting Bid	<input checked="" type="checkbox"/> Only through e-tendering system https://etendering.partneragencies.org
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission: e-tendering system https://etendering.partneragencies.org <input checked="" type="checkbox"/> Format: PDF files only <input checked="" type="checkbox"/> Max. File Size per transmission: [8 MB]

			<input checked="" type="checkbox"/> Virus Scanning Software to be Used prior to transmission: <i>[Files should not contain any viruses or malware software.]</i> <input type="checkbox"/> Digital Certification/Signature: <i>[if needed]</i> <input checked="" type="checkbox"/> Other conditions: <i>Proposers are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the proposal being rejected.</i>
24	D.23.1 c)	Date, time and venue for opening of Bid	<p>UNDP will present bids received via e-tendering system in the presence of Bidders' Representatives who have submitted a bid and choose to attend, at the time, on the date, and at the place specified below.</p> <p>Date and Time: December 09, 2019, 12-00 Kyiv time</p> <p>Companies may participate at the Bid Opening conference through skype conference. All companies who submitted their Bids are invited to participate in the Bid Opening procedure (please register via sending a list of participants to procurement.ua@undp.org).</p>
25		Evaluation method to be used in selecting the most responsive Bid	<input checked="" type="checkbox"/> Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements. <input checked="" type="checkbox"/> Lowest price offer of technically qualified/responsive Bid <input checked="" type="checkbox"/> UNDP may exclude suppliers, contractors and consultants from tendering for procurement opportunities in UNDP-supported programmes or projects if the Offeror in question or their affiliates provided consulting services for the preparation and implementation of a project, and in order to prevent a conflicts of interest, the Offeror and their affiliates are disqualified from subsequently providing goods and civil works under UNDP financing for the same project.
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In "Certified True Copy" form only)	<input checked="" type="checkbox"/> Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> 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

			<input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Copy of a valid license to carry out activities related to the conversion of vehicles <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any <input checked="" type="checkbox"/> 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 – if any available <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the any 2 years from 2016 to 2019 <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value and Scope for the past 3 years <input checked="" type="checkbox"/> Confirmation of tax clearance at the time of submission of the proposal <input checked="" type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer) <input checked="" type="checkbox"/> All information regarding any past or current litigation in which the Bidder has participated in the last 5 (five) years, indicating the parties concerned, the subject of the proceedings, the amounts and the final decision, if any
27		Other documents that may be Submitted to Establish Eligibility	<input checked="" type="checkbox"/> Duly signed <u>Technical</u> and Financial proposals as per Sections 4-7;
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	1. Technical correspondence with specification requirements. 2. Duly signed Technical and Financial proposals as per Sections 4-7.
29	C.15.2	Latest Expected date for commencement of Contract	December 2019
30	C.15.2	Maximum Expected duration of contract	As per Deadlines described in Specifications
31		UNDP will award the contract to:	<input type="checkbox"/> One Bidder only

			<p><input checked="" type="checkbox"/> One or more Bidders, depending on the following factors: (according to LOTS).</p> <p><input checked="" type="checkbox"/> The general combination of the lowest prices for all lots, based from different combinations of award contracts.</p> <p><input checked="" type="checkbox"/> In case if for one lot only one technically compliant proposal will be submitted, preference will be given to a party in order to ensure delivery of all lots.</p> <p><input checked="" type="checkbox"/> Regardless of whether it is possible to execute work on more than one lot, UNDP might at its discretion to award a contract to other parties for the purpose of risk reduction.</p> <p><input checked="" type="checkbox"/> If the bidder submits an offer for more, than 1 lot, UNDP reserves the right to request additional information from the</p>
32	F.34	Criteria for the Award and Evaluation of Bid	<p><u>Award Criteria</u></p> <p><input checked="" type="checkbox"/> Non-discretionary “Pass” or “Fail” rating on the detailed contents of the Schedule of Requirements and Technical Specifications</p> <p><input checked="" type="checkbox"/> Lowest price offer of technically qualified/responsive Bid</p> <p><input type="checkbox"/> Overall least price combination across Lots to UNDP based on different combinations of award.</p> <p><input type="checkbox"/> Preference to award a Lot to a bidder in the event that there may not be other technically responsive bids for that Lot to ensure there is coverage for all Lots.</p> <p><input type="checkbox"/> Irrespective of determined capacity to undertake more than 1 lot, UNDP may decide at its discretion to award Lots to different bidders to reduce risk of delivery.</p> <p><input checked="" type="checkbox"/> Compliance on the following qualification requirements:</p> <p><u>Bid Evaluation Criteria</u></p> <p><input checked="" type="checkbox"/> A company with a valid registration (for Ukrainian companies – company should be registered in the territory controlled by the government of Ukraine)</p> <p><input checked="" type="checkbox"/> Minimum no. of years of experience in similar projects: 3 years</p> <p><input checked="" type="checkbox"/> Minimum annual turnover for any 2 years within 2016 to 2019: USD 450,000 (or equivalent in UAH based on the average value UN Operational Exchange Rate as at the respective years);</p> <p><input checked="" type="checkbox"/> At least 3 projects of a similar nature completed over the past 5 years (conversion of the vehicle chassis into a refrigerator, shelters, other, as well as conversion of trucks into minibuses, laboratories, other).</p> <p><input checked="" type="checkbox"/> A valid license to carry out activities related to the conversion of vehicles</p>

			<input checked="" type="checkbox"/> Full compliance of Bid to the Technical Requirements; <input checked="" type="checkbox"/> Availability of qualified personnel to perform the works; <input checked="" type="checkbox"/> Availability of the owned or rented premises, equipment, mechanisms for performing of vehicle conversion works <input checked="" type="checkbox"/> After-sales service and warranty on parts of at least 12 months; <input checked="" type="checkbox"/> Acceptability of the Transportation/Delivery Schedule.
33	E.29	Post qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed. <input checked="" type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder. <input checked="" type="checkbox"/> Sampling and Testing of delivered goods, where available.
34		Conditions for Determining Contract Effectivity	<input type="checkbox"/> UNDP's receipt of Performance Security, if applicable (see i. 14); <input checked="" type="checkbox"/> UNDP's approval of plans, drawings, samples, etc. <input checked="" type="checkbox"/> Signing the contract
35		Other Information Related to the ITB	<p>Administrative Requirements:</p> <p>Submitted offers will be reviewed on "Pass" or "Fail" basis to determine compliance with the below formal criteria/requirements:</p> <input checked="" type="checkbox"/> Offers must be submitted within the stipulated deadline; <input checked="" type="checkbox"/> Offers must meet required Offer Validity <input checked="" type="checkbox"/> Offers have been signed by the proper authority <input checked="" type="checkbox"/> Offers must include requested documentation <input checked="" type="checkbox"/> Full compliance and agreement with UNDP General terms and conditions available by the link: http://www.undp.org/content/dam/undp/img/corporate/procurement/infoforbidders/GTCsforcontracts-Goods-and-or-Services-2015.pdf

			<p>Other information is available on http://www.undp.org.ua/en/tenders For information , please contact procurement.ua@undp.org</p>
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Section 3a: Schedule of Requirements and Technical Specifications

LOT 1

TERMS OF REFERENCE

Project Name: UN Recovery and Peacebuilding Program, Local Governance and Decentralization Reform Component

Task description: Purchase of three Mobile Centers (truck-based) for the provision of administrative services (Mobile Centers for Administrative Services, further referred to as Mobile TsNAP) equipped in accordance with the technical requirements to Donetsk oblast

Country / Place of work: Ukraine, government-controlled areas (GCAs) of Donetsk oblast.

I. BACKGROUND

The ongoing conflict in eastern Ukraine has had a direct and highly negative impact on social cohesion, resilience, livelihoods, community security, and the rule of law. Recognizing the need to urgently address reconstruction, economic recovery and peacebuilding needs in areas affected both directly and indirectly by the conflict, in late 2014 the government of Ukraine requested technical assistance and financial support from the international community to assess priority recovery needs. In late 2014, the United Nations (UN), the World Bank (WB) and the European Union (EU) conducted a Recovery and Peacebuilding Assessment, which was endorsed by Ukraine's Cabinet of Ministers in mid-2015.

The United Nations Development Programme (UNDP) has been present and active in eastern Ukraine for the past decade, prior to the conflict, with a focus on community development, civil society development, and environmental protection. Work on addressing the specific conflict-related development challenges discussed above built on this earlier engagement and established partnerships, and started in 2015 through the UN Recovery and Peacebuilding Programme (UN RPP). The UN RPP is a multi-donor funded framework programme formulated and led by the UNDP in collaboration with the government of Ukraine and in cooperation with a number of partnering UN agencies (UN Women, FAO, UNFPA).

The UN RPP was designed to respond to, and mitigate, the causes and effects of the conflict. It is based on findings of the Recovery and Peacebuilding Assessment (RPA) and is aligned to the State Target Programme for Recovery, as well as to the two oblast development strategies up to 2020. It takes into account the opportunities that have arisen from the Minsk Protocol of September 2014 and the renewal of its cease-fire provisions (the latest cease-fire having been agreed in March 2018) and is also fully adjusted to the humanitarian-development nexus. It is an integral component of the UNDP Country Programme and is therefore fully aligned with the United Nations Partnership Framework (UNPF). It is closely interlinked with the Democratic Governance and Reform Programme, operating nationally and in all of Ukraine's regions, and is consistent with the SDGs, in particular SDG 16 (Peace, Justice and Strong institutions).

The programme's interventions are grouped under the following key programme components, which reflect the region's priority needs:

Component 1: Economic Recovery and Restoration of Critical Infrastructure.

Component 2: Local Governance and Decentralization Reform.

Component 3: Community Security and Social Cohesion.

The programme, which operates on the basis of a pooled funding arrangement, follows a multi-sectoral programme-based approach and is implemented using an area-based methodology. It is a unifying interventions framework for 10 projects funded by 11 international partners and is worth about USD 80 million.

In April 2019, UNDP launched a new project named **“Mobile Service Delivery for Conflict Affected Population in Eastern Ukraine,” funded by the government of Canada.** The project will be implemented within the framework of the UN RPP.

The project’s overall objective is to alleviate the hardships of conflict-affected Ukrainian citizens, mainly women, who have to travel long distances in order to access and be provided administrative and legal aid services as well as information. The project will further build on the work that has already been carried out by UNDP in developing a network of modern administration services providers, the Centres for Administrative Services Delivery (further referred to as TsNAPs) in conflict affected government controlled areas (GCAs) of Donetsk and Luhansk oblasts by:

- developing effective gender-sensitive TsNAP outreach facilities (through mobile service units) with the focus on providing access to services to the most disadvantaged groups such as: the elderly, women with children, female-headed households, and women and men with disabilities;
- ensuring real-time localisation of these units to the targeted population;
- setting up an intuitive Information Platform (on all relevant administrative and legal aid services) to be accessed easily by targeted groups.

The project is firmly focused on alleviating the unprecedented pressures and hurdles faced by citizens of this region, mainly women, in carrying out their administrative tasks, due to difficult access to and slow provision of administrative, legal-aid and information services. These challenges also prevent access to basic services, as well as restricting the human rights of the population – those of women in particular.

For providing access to administrative and legal assistance services, as well as information for citizens crossing the contact line at check-points, travelling from NGCAs to GCAs and back, citizens (IDPs and residents) living next to the contact line (GCA side) and citizens (IDPs and residents) living in remote rural areas in GCAs, it is planned to purchase three Mobile Administrative Service Centres (mobile TsNAPs) which will operate in GCAs of Donetsk oblast. Mobile TsNAP is a special purpose truck-based vehicle, customized for the provision of administrative services.

2. Scope of work

- Manufacture by the Contractor of three mobile TsNAPs in accordance with the technical documentation contained in Annexes 1 and 2.
- The winner must design and produce the office unit with possibility of easy installation of additional equipment, according to the Annex 3. This equipment will be purchased by the customer.
- Delivery of Mobile TsNAP, furnished with the required equipment to the addresses specified hereinafter.
- Provision of Mobile TsNAP furnished with the required equipment must be followed by putting Mobile TSNAP into operational use and availability of mandatory warranty service in compliance with the equipment and Mobile TsNAP maintenance documentation from the manufacturer. All required technical documentation, warranty letters, as well as quality certificates for materials should be provided by the Contractor on the delivery date.
- Production of Mobile TsNAP, as well as installation of furniture must be carried out in full compliance with applicable national standards and regulations, such as: Resolution of the Cabinet of Ministers of Ukraine of September 7, 1998 No. 1388 "On approval of the state registration (re-registration), deregistration of cars, buses, as well as self-propelled cars,

designed on the chassis of cars, motorcycles of all types, brands and models, trailers, semi-trailers, motorcycles, other vehicles equated to them and moped in the "Law of Ukraine" On traffic ", the Decree of the Cabinet of Ministers of Ukraine "On Standardization and Certification" and others.

- Meeting the requirements, specifications, instructions and standards outlined in the technical documentation.

List of items and delivery addresses:

No	Item Description	Delivery Address
1	Mobile TsNAP №1	Mariupol (to be confirmed)
2	Mobile TsNAP №2	Mariinka (to be confirmed)
3	Mobile TsNAP №3	Siversk (to be confirmed)

3. Technical, quantitative and qualitative specifications

- Mobile TsNAP is a truck-based office (module office installed on the truck chassis), specially equipped with essential utilities and communication systems (heating, air conditioning, ventilation, electricity and water supply, sewage, navigation, video surveillance), and in-built furniture (Annex 1,2,3). The body of the mobile TsNAP should be vibration-insulated, noise-insulated, heat-insulated.
- Two mandatory operational modes for Mobile TsNAP are traffic mode for transportation and working mode for the provision of services.
- The construct provides that the vehicle can be transformed from a traffic (folded) mode to working (deployed) mode and vice versa.
- In traffic mode Mobile TsNAP must keep capacities of and meet the requirements to the operation of truck base chassis, and overall dimensions of TsNAP must comply with the dimensions of the truck used as its basis. It is necessary to comply with the requirements of re-equipment of the vehicle in order to obtain permission to carry passengers in the body of the mobile TsNAP (minimum 4 people).
- In working mode, the Mobile TsNAP should operate as the office for employees/specialists who provide administrative services (insulated and protected from atmospheric precipitation).
- At transforming from traffic mode to working mode, Mobile TsNAP should be carried by in-built or additional support feet and transformed in the horizontal position of 0.5° atil maximum.
- The Mobile TsNAP switches to the working mode using a sliding body system. The sliding body system increases the working space of the Mobile TsNAP to at least 27 square meters. The sliding body system is built on a "box-in-box" basis. The sliding part of the mobile office has its own walls, floor and roof which are insulated and protected from atmospheric precipitation.
- The Mobile TsNAP should transform into working mode by installation of additional elements, that should be included in the delivery set (lift access platform, railings, additional steps, etc.).
- In operating mode, the Mobile CNAP has 2 entrances/exits.
- One entrance for staff and visitors on the right side of the vehicle (or otherwise, the design must be approved by the customer). This entrance should provide a simple and easy construction of stairs. The entrance must be fitted with handrails. This main office door should be located below the line of the workspace and should be equipped with additional steps to facilitate access to the mobile office.
- Additional entrance for people with disabilities is located at the back side of the Mobile TsNAP (Annex 1), must be equipped with a wheelchair lift. A wheelchair lift should be

located below the bottom of the Mobile TsNAP (other technical solution can be offered) and moved out (installed) to operation mode using hydraulics. The design of the lift and platform must be simple and easy to install aluminium handrails and wheelchair locking elements. Lift design and its location subject to customer approval.

- Transformation to working mode should be carried out by one operator (driver) with a minimum number of manipulations for 10-15 minutes.
- All elements required for transformation to working mode should be stipulated by the design of the Mobile TsNAP's chassis, no separate devices and equipment is required, except for the elements provided by the design (or configuration).
- Metal elements of the chassis and the body should have protection from corrosion.

4. Basic Requirements for Mobile TsNAP

Mobile TsNAP is a special purpose truck-based vehicle, customized for the provision of administrative services.

The baseline truck that will be used for production of the Mobile TsNAP must comply with the requirements of the current legislation of Ukraine: Resolution of the Cabinet of Ministers of Ukraine of September 7, 1998 No. 1388 "On approval of the procedure for state registration (re-registration), deregistration of cars, buses, and self-propelled vehicles designed on the chassis of cars, motorcycles of all types, brands and models, trailers, semi-trailers, motorized carriages, other vehicles and mopeds equal to them, Law of Ukraine "On traffic", the Decree of the Cabinet of Ministers of Ukraine "On Standardization and Certification" and others.

Designing the mobile TsNAP and its components, it should be possible to use standard as well as special advanced technological processes aimed at improving technical and operational indicators, as well as reducing the cost of its operating and maintaining.

Vehicle re-equipment should not create obstacles to free evacuation in case of a possible traffic accident.

Possibility of aftersales service must be provided for the truck in a service centre in the territory of Ukraine (in Donetsk, Luhansk oblasts or neighbouring ones).

The baseline truck must be new, drivable and to be supplied fully equipped in accordance with the vehicle configuration of the manufacturing plant. Mandatory equipment as part of the delivery set includes: two fire extinguishers VVK-2 and standard first-aid kit that complies with the State Standard Technical Specifications (DSTU) 3961-2000.

Mobile TsNAP is supposed to be mounted on the standard vehicle chassis and directly operated on the chassis.

Mobile TsNAP must be installed on the vehicle frame based on the maximum allowable load.

5. Key specifications of the Mobile TsNAP:

General specifications of a vehicle chassis:

1	Year of manufacture - not earlier	2019 p.
2	Type of baseline vehicle	Chassis for onboard platforms and caravans
3	Baseline chassis	MAN TGM 15.250 (or equivalent)
4	Engine's type	Diesel
5	Level of environmental standards (minimum)	EURO 5
6	Engine power, hp	not less than 240 hp
7	Working volume of the engine, cc	5000- 7000 cc
8	Gearbox	Mechanical\Automatic, not less than 6-9 gears

9	Drive gear	Rear wheel drive vehicle
10	Number of axles	2
11	Rear wheels	Doubled
12	Wheelbase, mm.	At least 5700 Length of the wheelbase should allow installation of the office module of required dimensions.
13	Front suspension	Leaf-spring suspension / pneumatic suspension - optional
14	Rear suspension	Pneumatic
15	Steel wheels, R	At least R 19.5
16	Tires	At least 285/70
17	Type of cabin	Day (no sleeping places)
18	Number of passenger seats in the cabin	1
19	Front axle load, kg	not less than 5700
20	Rear axle load, kg	not less than 10000
21	Clearance	Minimum 154 mm
	Passive safety	
22	Driver Airbag	Optional
23	Passenger Airbag	Optional
	Active safety and suspension	
24	Anti-lock brakes (ABS or equivalent)	+
25	Anti-skid system (ASR or equivalent)	Optional
	Interior (driver's cabin)	
26	High comfort driver seat	+
27	Air conditioner	+
	Lighting	
28	Halogen headlights	+
29	Side marker lights	+
30	Steering axle adjustment	+
31	Operating manual and service book for the car, front mudguards, plastic rear wings with mud guards, First aid kit, Emergency stop sign, hosepipe for pumping tires with pressure gauge (20 m), Jack (10 tons), anti-slip stop(1 pc), Fire extinguisher (2 pcs)	

General specifications of the office module:

1	In traffic (folded) mode, (desirable, mm)	Length 8300, width 2450, height 2400.
2	In operating (deployed) mode (desirable, mm)	Length 8300, width 3450, height 2400.
3	Working area of TsNAP minimum	27 sq.m.
4	Internal height of the mobile TsNAP, minimum	2.2 m
5	Number of workplaces	Four

Requirements for the interior solution of mobile TsNAP

Interior solution should be done in accordance with the plan given in Annex 1.

The working area of the mounted TsNAP Unite must have interior siding, flooring, lighting, heating and ventilation, that should correspond to the standards established for offices by effective legislation, namely:

1	Windows - the total area of windows should be at least 5.46 square meters.	<p>4 (four) windows on the right side of the mobile TsNAP, placed not less than 150 cm from the level of the inner floor of the mobile office (behind the workplace), evenly distributed, the sizes of windows not less than 600x900 mm. There must be space between the two pairs of windows to install the 50 inch internal television information display.</p> <p>3 (three) windows on the left side of the mobile TsNAP (a sliding part of the mobile office). The windows are located at a level of 90 cm from the level of the internal floor, are evenly distributed among the passenger seats, window sizes are at least 1250x700 mm.</p> <p>1 (one) additional window on the right side near the main doors should be provided for installing in it at least 55 inches television information display, the lower part of the window should be placed at a level no higher than 1.6 meters from the ground, for the easy perception of information from the outside. Window size 1250 * 700 mm. This window should be equipped with anti-vandal protection (rolleta or other alternative protection).</p> <p>Window type - single-chamber glass unit designed for installation in vehicles (triplex glass)</p> <p>Sound insulation class from 2 to 4</p> <p>Anti-burglary system - minimum WK 2</p> <p>Seal colour: black / gray</p> <p>Windows should be equipped with sun-protection car blinds inside the module.</p>
2	The main side doors: width - minimum 800 mm., Height - minimum 2000 mm.	<p>One door is the main one. The main exit is closed by a metal door unit. The door unit is attached to the metal skin.</p> <p>Technological gaps are filled with materials proposed by the manufacturer.</p> <p>Type of door opening - swivel, outside the room;</p> <p>All side frames of the doors must contain seals (minimum two) of silicone materials or cold-resistant rubber</p> <p>Doors must have latches.</p> <p>The doors are equipped with a window of 500x700 mm.</p> <p>The door arrangement should be on the right side of the mobile TsNAP and should be at the lowest possible height from the ground and equipped with additional steps to facilitate access to the mobile office.</p>
3	Wheelchair entry door, 900 mm high, at least 1800 mm high	<p>The wheelchair access door must be located considering the place of lift installation. Sliding doors with electric drive, or on hinges, which allow them to open in both directions. (other technical solution can be offered to facilitate access to the mobile space for people with disabilities, the design must be approved by the customer.)</p> <p>The doors are equipped with a window of 500x700 mm.</p> <p>All side frames of the doors must contain seals (minimum two) of silicone materials or cold-resistant rubber</p> <p>Doors must have latches.</p> <p>According to the scheme - Annex 1, the doors are located at the rear of the module, in the traffic mode there is no access to this door.</p>
4	Floor of the body and a sliding part (colour as agreed with the customer)	Mandatory specifications for the floor design: reliability, durability, ease of maintenance, aesthetic qualities; materials must comply with environmental and sanitary standards, have thermal conductivity, which will ensure the use of the TsNAP throughout the year.

		<p>Finishing - wear-resistant linoleum, anti-slip floor, class not lower than 34.</p> <p>Technical solution of the floor is subject to customer approval.</p> <p>Height differences that may occur when deploying a sliding body system should be minimized to allow easy wheelchair using.</p> <p>Thermal insulation</p> <p>Floor insulation - minimum 90 mm</p> <p>Heat conductivity, maximum 0.07 W / (m * s)</p> <p>Density, maximum 200 kg / m³</p> <p>Vapor permeability, maximum 0.5 mg / (m * year * Pa)</p>
5	Walls, ceilings of the body and a sliding part (colour as agreed with the customer)	<p>Ceiling insulation - minimum 90 mm</p> <p>Thermal insulation panels, walls insulation 50 mm,</p> <p>Thermal insulation:</p> <p>Heat conductivity, maximum 0.07 W / (m * s)</p> <p>Density, maximum 200 kg / m³</p> <p>Vapor permeability, maximum 0.5 mg / (m * year * Pa)</p> <p>Outside - durable lightweight material (fiberglass plating or other option). White colour.</p> <p>Decoration of the walls and ceiling - neutral-colour coating (subject to additional customer approval), high-class durability can be used in public places (certificate or sanitary conclusion for coating)</p>
6	Bathroom, equipment	Equipped with a toilet (1 pc.), wash basin (1 pc.), boiler-type water heater (minimum 5 l.) a mirror and a folding baby's changing table (85,5x56x49,5 cm).
7	Sewage	Storage tank of 150 l. capacity, with fittings for emptying and connecting to an external sewage facility.
8	Water supply	Storage tank with 150 liters capacity with pumping and valves. ½ inch adapter to connect to external networks. Additionally - 20 m of rubber hose, 0.5 inches.
9	Power Sources	<p>External networks are the main source of energy for the TsNAP after it is installed and opened. Two independent power lines, the first line for powering computer and other equipment, including lighting, the second line for a heater and air conditioning.</p> <p>Two special power outlets (socket-plug) -connection interface should be available in the TsNAP for each power line with a distribution board.</p> <p>Length of the safe and reliable cable is minimum 30 meters; adapters for plug-in, switch-plug and plug to be provided for each power line.</p> <p>Type Extension on the coil (two coils)</p> <p>Cable length 30 m (two coils)</p> <p>Protective earthing - No</p> <p>Max. electric potential</p> <p>Power line 1 - min 3000 W (Wire type PVA 2x2.5)</p> <p>Power line 2 – min 3000 W Wire type PVA 3x2.5)</p> <p>Current 16 A</p> <p>IP 64 degree of protection</p> <p>As a backup, a 5 kW, 50 Hz, 220 V electric generator should be installed on the vehicle, one phase.</p> <p>An additional backup system is a rechargeable battery with a 220 V inventory, which can provide 3 computers, the Internet and an office lighting system for minimum one hour. (Average hourly consumption</p>

		<p>of 2000W / h)</p> <p>Additional systems can be offered by the contractor and are a subject to additional customer approval.</p>
10	Electrical equipment	<p>The internal network is set according to the rules for wiring of electrical installations, Internet ethernet lines should also be included to internal network.</p> <p>Built-in power outlets - in accordance with the number of office equipment and 2 additional sockets at each workplace.</p> <p>Availability of interface for connection to the external power supply networks 20A, 50 Hz, 220V, single phase</p> <p>The final wiring of the internal network is subject to customer approval at the stage of approval of the internal technical solution of the Mobile TsNAP</p>
11	Artificial lighting	<p>Internal power network should comply with the installation rules</p> <p>Built-in lamps should provide illumination of the workplace at 200 Lx minimum.</p> <p>Switches – separate switch for each room (working room and toilet), for the central room there are two groups of lamps, 220 Volt and 12 Volt - transport or emergency lighting.</p> <p>Additional systems can be offered by the contractor and are a subject to additional customer approval.</p>
12	Heating	<p>The main source of heating - 2-4 electric heaters. Total power consumption - minimum 3 kW with regulation. Supplied with TsNAP unit.</p> <p>Backup heating - auxiliary heater on diesel fuel with a thermal output of 3 kW</p> <p>In the traffic mode - an additional heater located in the TsNAP, that operates from the vehicle's heating system.</p> <p>Additional systems can be offered by the contractor and are a subject to additional customer approval.</p>
13	Conditioning	<p>Electric split-system with a cooling capacity of at least 2.5 kW.</p> <p>The vehicle should be equipped with minimum 2 A/C, one for driver cabin and second for working area, both A/C should work in both modes – driving and stationary. In stationary\working mode A\C should work using 220 voltage.</p>
14	Ventilation	<p>Internal ventilation is fully installed. Structural elements of ventilation must be subject to customer approval.</p> <p>Availability of 2 adjustable fans with total minimum productivity of 100 m3/h</p> <p>Availability of three hatches, two in working area of mobile TsNAP, one in the bathroom.</p>
15	Internet source	<p>External networks are the main source of Internet for the TsNAP after it is installed and opened. - a Special Internet ethernet outlet (socket-plug) -connection interface should be available in the TsNAP.</p> <p>Length of the safe and reliable cable is minimum 30 meters; connection adapters must be available.</p> <p>Type Extension on the coil</p> <p>Cable length 30 m</p> <p>Cable is intensified outside.</p>

Furniture specifications

The vehicle must be equipped with in-built furniture, or furniture should be fixed so that its unauthorized displacement is impossible.

Placement of furniture must comply with Annex 1; furniture specifications should correspond to Annex 2.

1	Number of workplaces	Four
2	Tables	Tables for staff - made in the form of a single lightweight design, separately for each workplace. (no less than three drawers) Tabletop width minimum 24 mm (specifications are given in Annex 2)
3	Furniture for sitting	office chairs for staff - 4 pcs. (colour subject to customer approval) - chairs for visitors - minimum 5 pcs. -seats CA-27 or CA -28 in the amount of 4 pieces
4	Cupboard	Modular furniture should be provided for outdoor clothing, documents, with possibility to be locked.
5	Storage facilities above the passengers' seats	- at least one storage place, with doors (or furniture blinds), locks for the safe transportation of things. Such facilities should be designed for the most comfortable and efficient use of space and is a subject to customer approval. The minimum size of one place is 300x600*250 mm.
6	Fireproof and burglar-proof safe	Two safes must be installed under the working tables in zone hidden from visitors. Safes must be anchored to the floor. Specification of the safes is in Annex 2.

Specifications for additional equipment

The requirements for the location of the equipment is in Annex 1 or can be other if previously agreed with the customer.

All the equipment in the vehicle should be installed and connected in a way to prevent its unauthorized displacement.

1	Wheelchair Lift	The design of the lift to be proposed by the manufacturer and is subject to customer approval. Options: (hydraulic, pneumatic) Load capacity not less than 250 kg
2	Passive safety of mobile TsNAP employees	Installation of alarm buttons. The signal from the button must be audible and output to the driver's cab.
3	Outside window shed for sun protection (canopy)	Width from 1,5m, length from 3m. Located above the main entrance on the right side of the module. When folded, it must not exceed beyond the maximum overall dimensions of the vehicle. Sliding is automatic. Located above the level of windows and doors.
4	Curtain-partition	White. Located in one of the workplaces to enclose that work area. It also should be using as a background for visitors during photo shooting for documentation.

The specifications in the table above are minimal.

The location of the electronic equipment, as well as the possibility of installing accessories in future, including satellite Internet, must be taken into account in advance.

All cable channels should be planned with possibility for future upgrading of the mobile TsNAP and without deinstallation of current equipment and furniture.

Designing places for installation of additional equipment in accordance with Annex 3.

6.SAFETY AND LABOR SAFETY REQUIREMENTS AND ENVIRONMENTAL PROTECTION

The materials used for the production of the Mobile TsNAP must comply with the State Standard (GOST) 12.1.005-88.

The design of the external and internal elements of the Mobile TsNAP should avoid sharp corners, cutting edges, protruding pins, wires and the like.

In the traffic mode all the furniture items and decorations should be securely fixed with standard built-in retainers or transport belts.

The Mobile TsNAP should be equipped with two VVK-2 fire extinguishers and a first-aid kit.

No changes in the design of the engine, chassis, transmission, control system and braking system of the baseline car should be made.

The requirements for the operating conditions (load on the axle of the equipped vehicle), maintenance and repair of the product as a whole must comply with the requirements of the technical specifications for the baseline vehicle.

7.SPECIAL REQUIREMENTS

The mobile office must be properly adapted to serve various categories of visitors, including the elderly and people with disabilities.

The mobile office should be equipped with an automated lifting device (elevator) for wheelchairs.

The width of the doorways and access to the workplace of personnel should provide the possibility of free passage of a wheelchair.

Staircase and lift in the assembled position should be a component of the mobile office and in the traffic mode should fully comply with the specified maximum transport dimensions.

The external surfaces of the module should be made of white or light gray materials (subject to customer approval) with logos and inscriptions as per the customer's template. No regulations are applicable to the colour of the cabin of the baseline vehicle (original painting is possible).

The availability of external lighting of the entrance area and Mobile TsNAP body is a must.

All light used in the module should be on LED elements.

The availability of a trust box with external access to provide feedback from people. And the possibility of closing it. A technical solution must be proposed by the contractor.

All electricity nets including internet must be installed.

8. Work progress monitoring

The object of acceptance tests - Mobile TsNAP providing administrative services, fully equipped in accordance with the requirements of this Terms of Reference. Tests are conducted at the production facility of the Contractor, in presence of representatives of the Customer and the Contractor. Tests are conducted to determine the readiness of the Mobile TsNAP for operation.

Terms and conditions of the test should be as close as possible to the real operational conditions, namely, it is necessary to inspect the product in traffic and working modes, during transformation of the TsNAP from one mode to another.

Check up of the functionality of all amenities (water, electricity, other) during the acceptance tests are being conducted by the manufacturer, as well as at the expense of the manufacturer.

Acceptance Test Procedure:

- Traffic mode - driving of the Mobile TsNAP over a distance of minimum 5 km.
- Working mode – 1 person to transform the Mobile TSNAP from traffic into working mode as per Operating Manuals (repeat minimum 3 times).
- Connect the Mobile TsNAP to the external power supply network, water supply and sewage systems.
- Check operation of lighting and power supply availability.
- Fill the inner tank with at least 90 l of water from the outer tank, drain through the taps of the toilet room and the sewer into the inner tank.

- Turn on the generator and check its performance.
- Turn on the air conditioning system and check operation of the air conditioner.
- Turn on the backup heating system and check the operation of the auxiliary heater.
- Turn on the ventilation system and check the operation of the fans.
- Check availability of operational (2 copies) and warranty documents.

Upon completion of the tests, a committee consisting of the representatives of the customer (UNDP specialist), contractor and beneficiary determines the readiness of the Mobile TsNAP for operation and signs Transfer and Acceptance Act.

Duration of production

The winner plans to complete the requested works within the following dates:

№	Description	Number of months to complete works
1	Timeframe for production and supply of 3 Mobile TsNAPs	Not exceeding 7 months from the date of contract signing, terms can be further specified with the customer

9. Qualifications of successful contractor

- A company with a valid registration (for Ukrainian companies – company should be registered in the territory controlled by the government of Ukraine).
- Minimum annual turnover for any 2 years within 2016 to 2019: USD 450,000
- At least 3 projects of a similar nature completed over the past 5 years (conversion of the vehicle chassis into a refrigerator, shelters, other, as well as conversion of trucks into minibuses, laboratories, other).
- a valid license to carry out activities related to the conversion of vehicles.
- certificate of assigning WMI codes and VIS symbols to give VIN number to the vehicle produced is an asset.
- Availability of qualified engineering and technical staff to perform the work.
- Availability of the owned or rented premises, equipment, mechanisms for performing of vehicle conversion works.

Warranty requirements

The Contractor shall guarantee compliance of the vehicle and its components with the requirements of these specifications within 12 months from the date of delivery, provided that during this period the vehicle was used according to rules defined in the Mobile TsNAP Operations Manual.

When transferring the finished product to the customer, the contractor must provide and transfer a guarantee from the manufacturer of the vehicle chassis. The manufacturer's warranty for the chassis of the vehicle must be saved when modifying and installing the body on the chassis frame. The contractor must confirm that the guarantee for the vehicle is saved by an official letter from the dealer of the base chassis.

Warranty of the Mobile TsNAP starts on the day of its transfer to the Customer based on the Transfer and Acceptance Act.

During the warranty period, the Contractor shall replace all parts he produced for the Mobile TsNAP and that failed to work, if Customer followed Operations Manual instructions.

Availability of a service maintenance center in Donetsk/Luhansk or the neighbouring oblasts for warranty maintenance and after sales support is a must.

Warranties for tires, batteries, electrical appliances and other technical equipment installed in the

Mobile TsNAP should be provided by the respective manufacturer, according to the standards and specifications set herewith.

Price offer and payment schedule

- The contract value must remain fixed for the duration of the contract.
- Applicants must include all costs associated with the work in their price quotation (such as the supply of all materials and equipment, transportation costs, electricity costs, per diem, staff salaries, office expenses, etc.).
- Payments should be arranged as follows:
 - up to 20% of the total amount of the contract may be paid as soon as the contract is signed.
 - prepayment should not exceed 20% of the total contract amount, or USD 30,000.00, whichever is less. As an exception, UNDP requires that Participant submits bank guarantee for the amount of advance payment.
 - 80% of the total contract amount will be paid after acceptance of the products into service (or 80% of the unit cost of the product - as soon as they are ready and accepted by UNDP by signing of the bilateral Transfer and Acceptance Act.

10. The selection process.

Applicants should provide a preliminary sketch (concept) in 2D and 3D form of a mobile TsNAP to represent the placement of the basic elements of the body and workspace of the office. Several different sketches are possible, the provided sketches can be different proposition from Annex 1

Applicants must follow the format given below and provide detailed information on:

10.1 List works of a similar nature performed during the last 3 years

No	Project Name	Customer Name and Contact	Description of works	Contract Amount (USD)	Actual Completion Date
1					
2					
3					

10.2 Availability of engineering and technical staff to perform the work:

No	Staff name	Position	Qualification	Working experience, years	Status: temporary / permanent
1					
2					
3					
4					
...					

10.3 The list of available equipment to perform the work:

No	Description of equipment (main)	Purpose	Condition (good / needs repair)	Owned / leased
1				
2				
3				
4				
...				

10.4 Schedule:

No	Type of work	Duration	start date	completion date
1				

2				
3				
4				
...				
N				

11. Estimated cost of the proposal.

Applicants must submit their price offers in the following format. All costs associated with the execution of works should be included in the price offer (such as the purchase, installation of all products and equipment, electricity costs from connection points, transportation costs, per diem, staff salaries, office expenses, etc.).

No	quantity	Price per unit (USD / UAH), excluding VAT	TOTAL (USD / UAH), without VAT
1.Vehicle - base chassis (specify brand)	3		
2. Office module with all facilities, networks, equipment needed, except for the items listed below.	3		
3. Wheelchair lift	3		
4. 5 kW generator (specify brand)	3		
5. Air conditioning (specify brand)	3		
6. Bathroom			
6.1 toilet	3		
6.2 pumping station	3		
6.3 150l tank	3		
6.4 150l bowl	3		
6.5 washbasin	3		
6.6 mirror	3		
6.7 electric boiler 5 l.	3		
6.8 baby changing table	3		
7. Fans (specify brand) 2 per TsNAP	6		
8. Heaters up to 3 kW (total)	6-9		
9. Diesel heater up to 3 kW (specify brand)	3		
10. Furniture:			
10.1. Wardrobe	3		
10.2 Table	12		
10.3. Staff chair	12		
10.4. Visitor chair	15		
10.5. Seat CA-28 or equivalent	12		
TOTAL			

Annex 1
Layout (drawing)



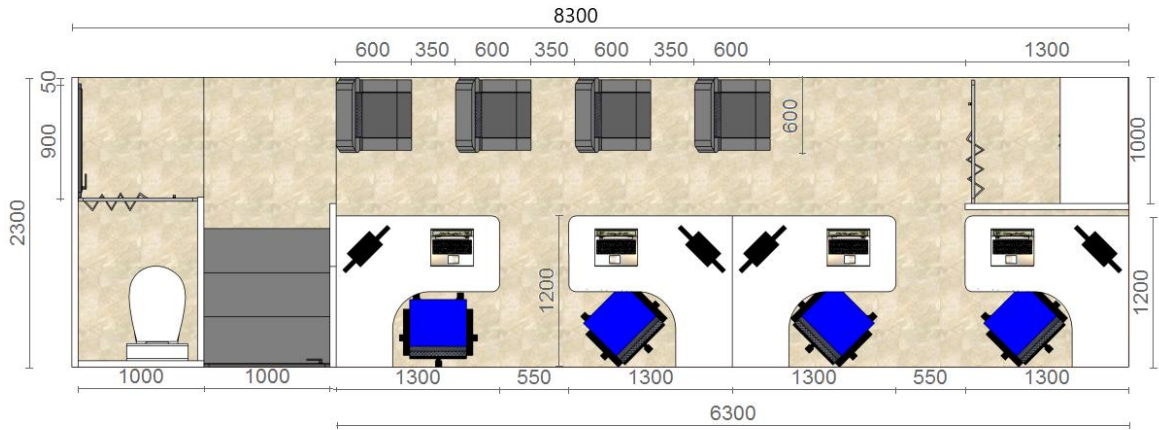
Picture 1 – General layout of mobile TsNAP



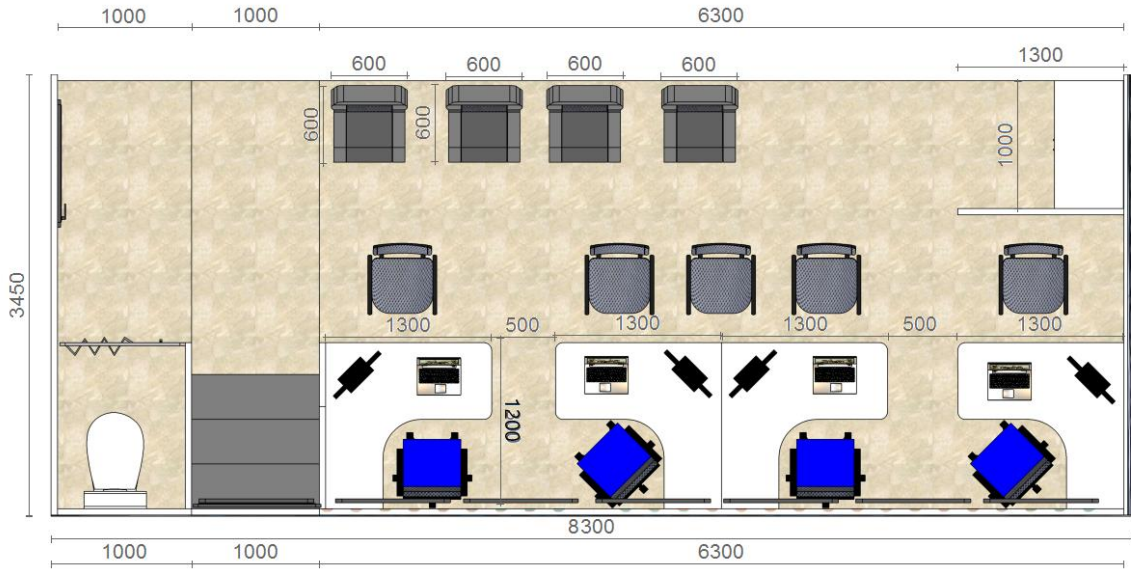
Picture 2 – General 3D conception of mobile TsNAP in working mode



Picture 3 - General 3D conception of mobile TsNAP in traffic mode



Picture 4 – General scheme of mobile TsNAP in traffic mode



Picture 5 – General scheme of mobile TsNAP in working mode


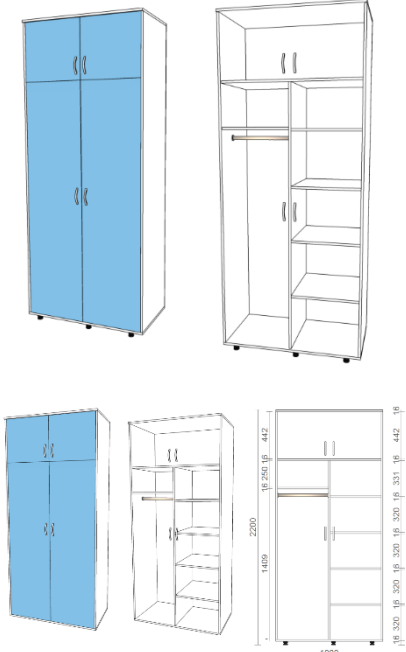
Attention!




The participant can offer an alternative technical solution for the internal planning of the Mobile TsNAP unit.

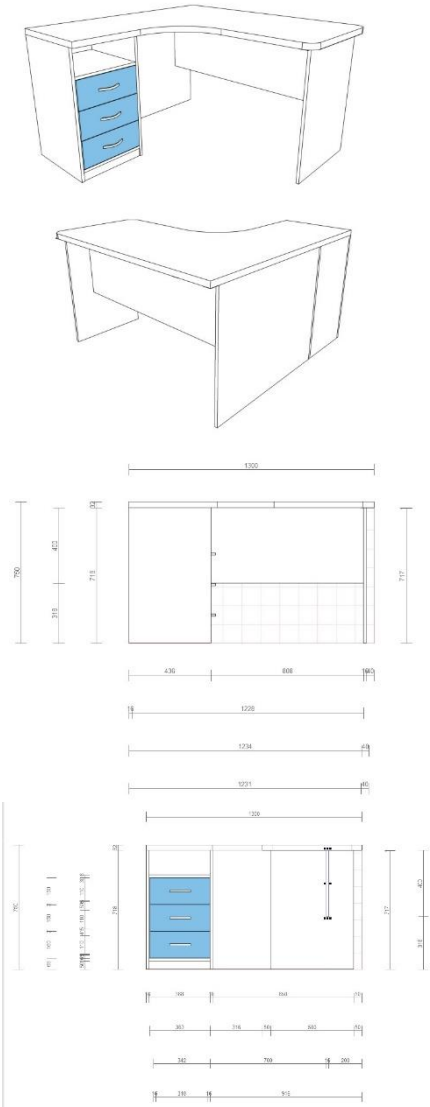

Your technical solutions must comply with the requirements of these specifications.

By the date of signing the Contract, the Contractor shall provide and have agreed with UNDP a detailed design of the Mobile TsNAP

Annex 2
Furniture for mobile TsNAP

№	Title / Description	Material / Color	Size, mm (width / height / depth)	Quantity for one Mobile TsNAP	Appearance sample
1	Folding changing table	Plastic	855x560x495	1	
2	Cabinet - combined type (cloths and book) Total height - up to the ceiling. Mount -10 attachment points (4 below + 4 above + 2 wall). Doors must have a secure fastener - hinges that are used for furniture in vehicles, as well as a locking system (door lock and lock), which does not allow doors to open during movement or it can be made of furniture blinds with locking system. Design is shown in the picture.	Laminated chipboard, PVC edge 2 mm, color - in agreement with the customer	700x2100x350	1	

3	<p>Armchair CA-28 or equivalent</p> <p>Fixing the backrest. Up-down adjustment with latching. Adjustment forward - back with fixation. Equipped with a seat belt. Corresponds to reliability and safety.</p>	<p>Seat frame - metal profile with reinforcement elements.</p> <p>Pillows - molded polyurethane.</p> <p>Upholstery material - automotive fabric. Color - as agreed with the customer</p>	dimensions are shown in the picture	4	<p>CA-28M</p> 
4	<p>Office chair for visitors:</p> <ul style="list-style-type: none"> • Seat base - four legs. <p>Provide fixation during mobile TsNAP traffic mode</p>	<p>Frame, legs - metal;</p> <p>Upholstery - fabric;</p> <p>Color – subject to customer approval</p>	500x801x410	5	
5	<p>Staff chair (as illustrated):</p> <ul style="list-style-type: none"> • steel cross, diameter - not less than 630 mm; • mechanism - TOP GUN or similar; • seat height adjustment; • free swing function; • regulation of stiffness of the chair; • fixing the position of the chair (back and seat) in different positions • rollers - plastic, with rubber coating, rod diameter - not less than 11 mm; <p>the filler is a primary molded foam or similar. Provide fixation during mobile TsNAP traffic mode</p>	<p>Seat and back - mesh;</p> <p>crosspiece is metal, handles are plastic, color subject to customer approval</p>		4	

6	<p>Staff table</p> <p>The edges of the table are rounded</p> <p>Tabletop thickness - minimum 24mm</p> <p>Design is shown in the picture.</p>	<p>Laminated chipboard, PVC edge 2 mm, color - in agreement with the customer</p>	1300*1300	4	 <p>Technical drawing of a staff table. It includes two perspective views at the top: one showing an L-shaped desk with a blue drawer unit on the left, and another showing a single rectangular desk. Below these are two sets of dimensioned line drawings. The top set shows the front and side views of the L-shaped desk with dimensions: 1300 (width), 750 (depth), 405 (height), 315 (height), 715 (height), 430 (width), 800 (width), 1200 (width), 1234 (width), 1021 (width), and 1200 (width). The bottom set shows the front and side views of the rectangular desk with dimensions: 750 (width), 715 (height), 405 (height), 315 (height), 104 (width), 804 (width), 351 (width), 376 (width), 351 (width), 152 (width), 700 (width), 200 (width), 130 (width), and 315 (width).</p>
	<p>Safe fireproof and burglar-proof</p> <p>--- Fire resistance: LFS 30P EN 15659, 30 minutes</p> <p>--- Burglary resistance: EN 1143-1, grade 2</p>	<p>enhanced protection of all walls of the body and the protective layer of the door</p>	<p>Internal size width * depth * height, mm, minimum 330 * 300 * 200</p>	2	 <p>A photograph of a blue fireproof safe. The safe is rectangular with a heavy door that is slightly ajar, revealing the interior. The door has a silver handle and a combination lock. The safe is mounted on a light-colored surface.</p>

Annex 3.**Additional equipment (will be provided by customer)**

The winner must design and produce the office unit with possibility of easy installation of additional equipment, according to the Annex 3. This equipment will be purchased by the customer.

	Title / Description	Quantity for one Mobile TsNAP
1	Car CDMA + GSM 900 10 dB antenna with an adapter to a modem / router	1
2	Satellite antenna	1
3	Automobile Video Surveillance Kit, 3 cameras outside, 2 cameras inside	1
4	Equipment for electronic queue	1
5	GPS Terminal with Sim card	1
6	32 inch television screen	1
7	50 inch television screen	1
8	Printers (MFP)	3
9	Passport processing equipment	

LOT 2**TERMS OF REFERENCE**

Project Name: UN Recovery and Peacebuilding Program, Local Governance and Decentralization Reform Component

Task description: Purchase of three Mobile Centers (truck-based) for the provision of administrative services (Mobile Centers for Administrative Services, further referred to as Mobile TsNAP) equipped in accordance with the technical requirements to Luhansk oblast

Country / Place of work: Ukraine, government-controlled areas (GCAs) of Luhansk oblast.

I. BACKGROUND

The ongoing conflict in eastern Ukraine has had a direct and highly negative impact on social cohesion, resilience, livelihoods, community security, and the rule of law. Recognizing the need to urgently address reconstruction, economic recovery and peacebuilding needs in areas affected both directly and indirectly by the conflict, in late 2014 the government of Ukraine requested technical assistance and financial support from the international community to assess priority recovery needs. In late 2014, the United Nations (UN), the World Bank (WB) and the European Union (EU) conducted a Recovery and Peacebuilding Assessment, which was endorsed by Ukraine's Cabinet of Ministers in mid-2015.

The United Nations Development Programme (UNDP) has been present and active in eastern Ukraine for the past decade, prior to the conflict, with a focus on community development, civil society development, and environmental protection. Work on addressing the specific conflict-related development challenges discussed above built on this earlier engagement and established partnerships and started in 2015 through the UN Recovery and Peacebuilding Programme (UN RPP). The UN RPP is a multi-donor funded framework programme formulated and led by the UNDP in collaboration with the government of Ukraine and in cooperation with a number of partnering UN agencies (UN Women, FAO, UNFPA).

The UN RPP was designed to respond to, and mitigate, the causes and effects of the conflict. It is based on findings of the Recovery and Peacebuilding Assessment (RPA) and is aligned to the State Target Programme for Recovery, as well as to the two oblast development strategies up to 2020. It takes into account the opportunities that have arisen from the Minsk Protocol of September 2014 and the renewal of its cease-fire provisions (the latest cease-fire having been agreed in March 2018) and is also fully adjusted to the humanitarian-development nexus. It is an integral component of the UNDP Country Programme and is therefore fully aligned with the United Nations Partnership Framework (UNPF). It is closely interlinked with the Democratic Governance and Reform Programme, operating nationally and in all of Ukraine's regions, and is consistent with the SDGs, in particular SDG 16 (Peace, Justice and Strong institutions).

The programme's interventions are grouped under the following key programme components, which reflect the region's priority needs:

Component 1: Economic Recovery and Restoration of Critical Infrastructure.

Component 2: Local Governance and Decentralization Reform.

Component 3: Community Security and Social Cohesion.

The programme, which operates on the basis of a pooled funding arrangement, follows a multi-sectoral programme-based approach and is implemented using an area-based methodology. It is a unifying interventions framework for 10 projects funded by 11 international partners and is worth about USD 80 million.

In April 2019, UNDP launched a new project **named “Mobile Service Delivery for Conflict Affected Population in Eastern Ukraine,” funded by the government of Canada.** The project will be implemented within the framework of the UN RPP.

The project’s overall objective is to alleviate the hardships of conflict-affected Ukrainian citizens, mainly women, who have to travel long distances in order to access and be provided administrative and legal aid services as well as information. The project will further build on the work that has already been carried out by UNDP in developing a network of modern administration services providers, the Centres for Administrative Services Delivery (further referred to as TsNAPs) in conflict affected government controlled areas (GCAs) of Donetsk and Luhansk oblasts by:

- developing effective gender-sensitive TsNAP outreach facilities (through mobile service units) with the focus on providing access to services to the most disadvantaged groups such as: the elderly, women with children, female-headed households, and women and men with disabilities;
- ensuring real-time localisation of these units to the targeted population;
- setting up an intuitive Information Platform (on all relevant administrative and legal aid services) to be accessed easily by targeted groups.

The project is firmly focused on alleviating the unprecedented pressures and hurdles faced by citizens of this region, mainly women, in carrying out their administrative tasks, due to difficult access to and slow provision of administrative, legal-aid and information services. These challenges also prevent access to basic services, as well as restricting the human rights of the population – those of women in particular.

For providing access to administrative and legal assistance services, as well as information for citizens crossing the contact line at checkpoints, travelling from NGCAs to GCAs and back, citizens (IDPs and residents) living next to the contact line (GCA side) and citizens (IDPs and residents) living in remote rural areas in GCAs, it is planned to purchase three Mobile Administrative Service Centres (mobile TsNAPs) which will operate in GCAs of Luhansk oblast. Mobile TsNAP is a special purpose truck-based vehicle, customized for the provision of administrative services.

2. Scope of work

- Manufacture by the Contractor of three mobile TsNAPs in accordance with the technical documentation contained in Annexes 1 and 2.
- The winner must design and produce the office unit with possibility of easy installation of additional equipment, according to the Annex 3. This equipment will be purchased by the customer.
- Delivery of Mobile TsNAP, furnished with the required equipment to the addresses specified hereinafter.
- Provision of Mobile TsNAP furnished with the required equipment must be followed by putting Mobile TSNAP into operational use and availability of mandatory warranty service in compliance with the equipment and Mobile TsNAP maintenance documentation from the manufacturer. All required technical documentation, warranty letters, as well as quality certificates for materials should be provided by the Contractor on the delivery date.
- Production of Mobile TsNAP, as well as installation of furniture must be carried out in full compliance with applicable national standards and regulations, such as: Resolution of the Cabinet of Ministers of Ukraine of September 7, 1998 No. 1388 "On approval of the state registration (re-registration), deregistration of cars, buses, as well as self-propelled cars, designed on the chassis of cars, motorcycles of all types, brands and models, trailers, semi-

trailers, motorcycles, other vehicles equated to them and moped in the "Law of Ukraine" On traffic ", the Decree of the Cabinet of Ministers of Ukraine "On Standardization and Certification" and others.

- Meeting the requirements, specifications, instructions and standards outlined in the technical documentation.

List of items and delivery addresses:

No	Item Description	Delivery Address
1	Mobile TsNAP №1	Novoaidar (to be confirmed)
2	Mobile TsNAP №2	Popasna (to be confirmed)
3	Mobile TsNAP №3	Stanytsya Luhanska (to be confirmed)

3. Technical, quantitative and qualitative specifications

- Mobile TsNAP is a truck-based office (module office installed on the truck chassis), specially equipped with essential utilities and communication systems (heating, air conditioning, ventilation, electricity and water supply, sewage, navigation, video surveillance), and in-built furniture (Annex 1,2,3). The body of the mobile TsNAP should be vibration-insulated, noise-insulated, heat-insulated.
- Two mandatory operational modes for Mobile TsNAP are traffic mode for transportation and working mode for the provision of services.
- The construct provides that the vehicle can be transformed from a traffic (folded) mode to working (deployed) mode and vice versa.
- In traffic mode Mobile TsNAP must keep capacities of and meet the requirements to the operation of truck base chassis, and overall dimensions of TsNAP must comply with the dimensions of the truck used as its basis. It is necessary to comply with the requirements of re-equipment of the vehicle in order to obtain permission to carry passengers in the body of the mobile TsNAP (minimum 4 people).
- In working mode, the Mobile TsNAP should operate as the office for employees/specialists who provide administrative services (insulated and protected from atmospheric precipitation).
- At transforming from traffic mode to working mode, Mobile TsNAP should be carried by in-built or additional support feet and transformed in the horizontal position of 0.5° atilt maximum.
- The Mobile TsNAP switches to the working mode using a sliding body system. The sliding body system increases the working space of the Mobile TsNAP to at least 27 square meters. The sliding body system is built on a "box-in-box" basis. The sliding part of the mobile office has its own walls, floor and roof which are insulated and protected from atmospheric precipitation.
- The Mobile TsNAP should transform into working mode by installation of additional elements, that should be included in the delivery set (lift access platform, railings, additional steps, etc.).
- In operating mode, the Mobile CNAP has 2 entrances/exits.
- One entrance for staff and visitors on the right side of the vehicle (or otherwise, the design must be approved by the customer). This entrance should provide a simple and easy construction of stairs. The entrance must be fitted with handrails. This main office door should be located below the line of the workspace and should be equipped with additional steps to facilitate access to the mobile office.
- Additional entrance for people with disabilities is located at the back side of the Mobile TsNAP (Annex 1), must be equipped with a wheelchair lift. A wheelchair lift should be located below the bottom of the Mobile TsNAP (other technical solution can be offered)

and moved out (installed) to operation mode using hydraulics. The design of the lift and platform must be simple and easy to install aluminium handrails and wheelchair locking elements. Lift design and its location subject to customer approval.

- Transformation to working mode should be carried out by one operator (driver) with a minimum number of manipulations for 10-15 minutes.
- All elements required for transformation to working mode should be stipulated by the design of the Mobile TsNAP's chassis, no separate devices and equipment is required, except for the elements provided by the design (or configuration).
- Metal elements of the chassis and the body should have protection from corrosion.

4. Basic Requirements for Mobile TsNAP

Mobile TsNAP is a special purpose truck-based vehicle, customized for the provision of administrative services.

The baseline truck that will be used for production of the Mobile TsNAP must comply with the requirements of the current legislation of Ukraine: Resolution of the Cabinet of Ministers of Ukraine of September 7, 1998 No. 1388 "On approval of the procedure for state registration (re-registration), deregistration of cars, buses, and self-propelled vehicles designed on the chassis of cars, motorcycles of all types, brands and models, trailers, semi-trailers, motorized carriages, other vehicles and mopeds equal to them, Law of Ukraine "On traffic", the Decree of the Cabinet of Ministers of Ukraine "On Standardization and Certification" and others.

Designing the mobile TsNAP and its components, it should be possible to use standard as well as special advanced technological processes aimed at improving technical and operational indicators, as well as reducing the cost of its operating and maintaining.

Vehicle re-equipment should not create obstacles to free evacuation in case of a possible traffic accident.

Possibility of aftersales service must be provided for the truck in a service centre in the territory of Ukraine (in Donetsk, Luhansk oblasts or neighbouring ones).

The baseline truck must be new, drivable and to be supplied fully equipped in accordance with the vehicle configuration of the manufacturing plant. Mandatory equipment as part of the delivery set includes: two fire extinguishers VVK-2 and standard first-aid kit that complies with the State Standard Technical Specifications (DSTU) 3961-2000.

Mobile TsNAP is supposed to be mounted on the standard vehicle chassis and directly operated on the chassis.

Mobile TsNAP must be installed on the vehicle frame based on the maximum allowable load.

5.Key specifications of the Mobile TsNAP:

General specifications of a vehicle chassis:

1	Year of manufacture - not earlier	2019 p.
2	Type of baseline vehicle	Chassis for onboard platforms and caravans
3	Baseline chassis	MAN TGM 15.250 (or equivalent)
4	Engine's type	Diesel
5	Level of environmental standards (minimum)	EURO 5
6	Engine power, hp	not less than 240 hp
7	Working volume of the engine, cc	5000- 7000 cc
8	Gearbox	Mechanical\Automatic, not less than 6-9 gears
9	Drive gear	Rear wheel drive vehicle

10	Number of axles	2
11	Rear wheels	Doubled
12	Wheelbase, mm.	At least 5700 Length of the wheelbase should allow installation of the office module of required dimensions.
13	Front suspension	Leaf-spring suspension / pneumatic suspension - optional
14	Rear suspension	Pneumatic
15	Steel wheels, R	At least R 19.5
16	Tires	At least 285/70
17	Type of cabin	Day (no sleeping places)
18	Number of passenger seats in the cabin	1
19	Front axle load, kg	not less than 5700
20	Rear axle load, kg	not less than 10000
21	Clearance	Minimum 154 mm
	Passive safety	
22	Driver Airbag	Optional
23	Passenger Airbag	Optional
	Active safety and suspension	
24	Anti-lock brakes (ABS or equivalent)	+
25	Anti-skid system (ASR or equivalent)	Optional
	Interior (driver's cabin)	
26	High comfort driver seat	+
27	Air conditioner	+
	Lighting	
28	Halogen headlights	+
29	Side marker lights	+
30	Steering axle adjustment	+
31	Operating manual and service book for the car, front mudguards, plastic rear wings with mud guards, First aid kit, Emergency stop sign, hosepipe for pumping tires with pressure gauge (20 m), Jack (10 tons), anti-slip stop(1 pc), Fire extinguisher (2 pcs)	

General specifications of the office module:

1	In traffic (folded) mode, (desirable, mm)	Length 8300, width 2450, height 2400.
2	In operating (deployed) mode (desirable, mm)	Length 8300, width 3450, height 2400.
3	Working area of TsNAP minimum	27 sq.m.
4	Internal height of the mobile TsNAP, minimum	2.2 m
5	Number of workplaces	Four

Requirements for the interior solution of mobile TsNAP

Interior solution should be done in accordance with the plan given in Annex 1.

The working area of the mounted TsNAP Unite must have interior siding, flooring, lighting, heating and ventilation, that should correspond to the standards established for offices by effective legislation, namely:

1	Windows - the total area of windows should be at least 5.46 square meters.	<p>4 (four) windows on the right side of the mobile TsNAP, placed not less than 150 cm from the level of the inner floor of the mobile office (behind the workplace), evenly distributed, the sizes of windows not less than 600x900 mm. There must be space between the two pairs of windows to install the 50 inch internal television information display.</p> <p>3 (three) windows on the left side of the mobile TsNAP (a sliding part of the mobile office). The windows are located at a level of 90 cm from the level of the internal floor, are evenly distributed among the passenger seats, window sizes are at least 1250x700 mm.</p> <p>1 (one) additional window on the right side near the main doors should be provided for installing in it at least 55 inches television information display, the lower part of the window should be placed at a level no higher than 1.6 meters from the ground, for the easy perception of information from the outside. Window size 1250 * 700 mm. This window should be equipped with anti-vandal protection (rolleta or other alternative protection).</p> <p>Window type - single-chamber glass unit designed for installation in vehicles (triplex glass)</p> <p>Sound insulation class from 2 to 4</p> <p>Anti-burglary system - minimum WK 2</p> <p>Seal colour: black / gray</p> <p>Windows should be equipped with sun-protection car blinds inside the module.</p>
2	The main side doors: width - minimum 800 mm., Height - minimum 2000 mm.	<p>One door is the main one. The main exit is closed by a metal door unit. The door unit is attached to the metal skin.</p> <p>Technological gaps are filled with materials proposed by the manufacturer.</p> <p>Type of door opening - swivel, outside the room;</p> <p>All side frames of the doors must contain seals (minimum two) of silicone materials or cold-resistant rubber</p> <p>Doors must have latches.</p> <p>The doors are equipped with a window of 500x700 mm.</p> <p>The door arrangement should be on the right side of the mobile TsNAP and should be at the lowest possible height from the ground and equipped with additional steps to facilitate access to the mobile office.</p>
3	Wheelchair entry door, 900 mm high, at least 1800 mm high	<p>The wheelchair access door must be located considering the place of lift installation. Sliding doors with electric drive, or on hinges, which allow them to open in both directions. (other technical solution can be offered to facilitate access to the mobile space for people with disabilities, the design must be approved by the customer.)</p> <p>The doors are equipped with a window of 500x700 mm.</p> <p>All side frames of the doors must contain seals (minimum two) of silicone materials or cold-resistant rubber</p> <p>Doors must have latches.</p> <p>According to the scheme - Annex 1, the doors are located at the rear of the module, in the traffic mode there is no access to this door.</p>
4	Floor of the body and a sliding part (colour as agreed with the customer)	Mandatory specifications for the floor design: reliability, durability, ease of maintenance, aesthetic qualities; materials must comply with environmental and sanitary standards, have thermal conductivity, which will ensure the use of the TsNAP throughout the year.

		<p>Finishing - wear-resistant linoleum, anti-slip floor, class not lower than 34.</p> <p>Technical solution of the floor is subject to customer approval.</p> <p>Height differences that may occur when deploying a sliding body system should be minimized to allow easy wheelchair using.</p> <p>Thermal insulation</p> <p>Floor insulation - minimum 90 mm</p> <p>Heat conductivity, maximum 0.07 W / (m * s)</p> <p>Density, maximum 200 kg / m³</p> <p>Vapor permeability, maximum 0.5 mg / (m * year * Pa)</p>
5	Walls, ceilings of the body and a sliding part (colour as agreed with the customer)	<p>Ceiling insulation - minimum 90 mm</p> <p>Thermal insulation panels, walls insulation 50 mm,</p> <p>Thermal insulation:</p> <p>Heat conductivity, maximum 0.07 W / (m * s)</p> <p>Density, maximum 200 kg / m³</p> <p>Vapor permeability, maximum 0.5 mg / (m * year * Pa)</p> <p>Outside - durable lightweight material (fiberglass plating or other option). White colour.</p> <p>Decoration of the walls and ceiling - neutral-colour coating (subject to additional customer approval), high-class durability can be used in public places (certificate or sanitary conclusion for coating)</p>
6	Bathroom, equipment	Equipped with a toilet (1 pc.), wash basin (1 pc.), boiler-type water heater (minimum 5 l.) a mirror and a folding baby's changing table (85,5x56x49,5 cm).
7	Sewage	Storage tank of 150 l. capacity, with fittings for emptying and connecting to an external sewage facility.
8	Water supply	Storage tank with 150 liters capacity with pumping and valves. ½ inch adapter to connect to external networks. Additionally - 20 m of rubber hose, 0.5 inches.
9	Power Sources	<p>External networks are the main source of energy for the TsNAP after it is installed and opened. Two independent power lines, the first line for powering computer and other equipment, including lighting, the second line for a heater and air conditioning.</p> <p>Two special power outlets (socket-plug) -connection interface should be available in the TsNAP for each power line with a distribution board.</p> <p>Length of the safe and reliable cable is minimum 30 meters; adapters for plug-in, switch-plug and plug to be provided for each power line.</p> <p>Type Extension on the coil (two coils)</p> <p>Cable length 30 m (two coils)</p> <p>Protective earthing - No</p> <p>Max. electric potential</p> <p>Power line 1 - min 3000 W (Wire type PVA 2x2.5)</p> <p>Power line 2 – min 3000 W Wire type PVA 3x2.5)</p> <p>Current 16 A</p> <p>IP 64 degree of protection</p> <p>As a backup, a 5 kW, 50 Hz, 220 V electric generator should be installed on the vehicle, one phase.</p> <p>An additional backup system is a rechargeable battery with a 220 V inventory, which can provide 3 computers, the Internet and an office lighting system for minimum one hour. (Average hourly consumption</p>

		of 2000W / h) Additional systems can be offered by the contractor and are a subject to additional customer approval.
10	Electrical equipment	The internal network is set according to the rules for wiring of electrical installations, Internet ethernet lines should also be included to internal network. Built-in power outlets - in accordance with the number of office equipment and 2 additional sockets at each workplace. Availability of interface for connection to the external power supply networks 20A, 50 Hz, 220V, single phase The final wiring of the internal network is subject to customer approval at the stage of approval of the internal technical solution of the Mobile TsNAP
11	Artificial lighting	Internal power network should comply with the installation rules Built-in lamps should provide illumination of the workplace at 200 Lx minimum. Switches – separate switch for each room (working room and toilet), for the central room there are two groups of lamps, 220 Volt and 12 Volt - transport or emergency lighting. Additional systems can be offered by the contractor and are a subject to additional customer approval.
12	Heating	The main source of heating - 2-4 electric heaters. Total power consumption - minimum 3 kW with regulation. Supplied with TsNAP unit. Backup heating - auxiliary heater on diesel fuel with a thermal output of 3 kW In the traffic mode - an additional heater located in the TsNAP, that operates from the vehicle's heating system. Additional systems can be offered by the contractor and are a subject to additional customer approval.
13	Conditioning	Electric split-system with a cooling capacity of 2.5 kW.
14	Ventilation	Internal ventilation is fully installed. Structural elements of ventilation must be subject to customer approval. Availability of 2 adjustable fans with total minimum productivity of 100 m ³ / h Availability of three hatches, two in working area of mobile TsNAP, one in the bathroom.
15	Internet source	External networks are the main source of Internet for the TsNAP after it is installed and opened. - a Special Internet ethernet outlet (socket-plug) -connection interface should be available in the TsNAP. Length of the safe and reliable cable is minimum 30 meters; connection adapters must be available. Type Extension on the coil Cable length 30 m Cable is intensified outside.

Furniture specifications

The vehicle must be equipped with in-built furniture, or furniture should be fixed so that its unauthorized displacement is impossible.

Placement of furniture must comply with Annex 1; furniture specifications should correspond to

Annex 2.

1	Number of workplaces	Four
2	Tables	Tables for staff - made in the form of a single lightweight design, separately for each workplace. (no less than three drawers) Tabletop width minimum 24 mm (specifications are given in Annex 2)
3	Furniture for sitting	office chairs for staff - 4 pcs. (colour subject to customer approval) - chairs for visitors - minimum 5 pcs. -seats CA-27 or CA -28 in the amount of 4 pieces
4	Cupboard	Modular furniture should be provided for outdoor clothing, documents, with possibility to be locked.
5	Storage facilities above the passengers' seats	- at least one storage place, with doors (or furniture blinds), locks for the safe transportation of things. Such facilities should be designed for the most comfortable and efficient use of space and is a subject to customer approval. The minimum size of one place is 300x600*250 mm.
6	Fireproof and burglar-proof safe	Two safes must be installed under the working tables in zone hidden from visitors. Safes must be anchored to the floor. Specification of the safes is in Annex 2.

Specifications for additional equipment

The requirements for the location of the equipment is in Annex 1 or can be other if previously agreed with the customer.

All the equipment in the vehicle should be installed and connected in a way to prevent its unauthorized displacement.

1	Wheelchair Lift	The design of the lift to be proposed by the manufacturer and is subject to customer approval. Options: (hydraulic, pneumatic) Load capacity: not less than 250 kg
2	Passive safety of mobile TsNAP employees	Installation of alarm buttons. The signal from the button must be audible and output to the driver's cab.
3	Outside window shed for sun protection (canopy)	Width from 1,5m, length from 3m. Located above the main entrance on the right side of the module. When folded, it must not exceed beyond the maximum overall dimensions of the vehicle. Sliding is automatic. Located above the level of windows and doors.
4	Curtain-partition	White. Located in one of the workplaces to enclose that work area. It also should be using as a background for visitors during photo shooting for documentation.

The specifications in the table above are minimal.

The location of the electronic equipment, as well as the possibility of installing accessories in future, including satellite Internet, must be taken into account in advance.

All cable channels should be planned with possibility for future upgrading of the mobile TsNAP and without deinstallation of current equipment and furniture.

Designing places for installation of additional equipment in accordance with Annex 3.

6.SAFETY AND LABOR SAFETY REQUIREMENTS AND ENVIRONMENTAL PROTECTION

The materials used for the production of the Mobile TsNAP must comply with the State Standard (GOST) 12.1.005-88.

The design of the external and internal elements of the Mobile TsNAP should avoid sharp corners,

cutting edges, protruding pins, wires and the like.

In the traffic mode all the furniture items and decorations should be securely fixed with standard built-in retainers or transport belts.

The Mobile TsNAP should be equipped with two VVK-2 fire extinguishers and a first-aid kit.

No changes in the design of the engine, chassis, transmission, control system and braking system of the baseline car should be made.

The requirements for the operating conditions (load on the axle of the equipped vehicle), maintenance and repair of the product as a whole must comply with the requirements of the technical specifications for the baseline vehicle.

7.SPECIAL REQUIREMENTS

The mobile office must be properly adapted to serve various categories of visitors, including the elderly and people with disabilities.

The mobile office should be equipped with an automated lifting device (elevator) for wheelchairs. The width of the doorways and access to the workplace of personnel should provide the possibility of free passage of a wheelchair.

Staircase and lift in the assembled position should be a component of the mobile office and in the traffic mode should fully comply with the specified maximum transport dimensions.

The external surfaces of the module should be made of white or light gray materials (subject to customer approval) with logos and inscriptions as per the customer's template. No regulations are applicable to the colour of the cabin of the baseline vehicle (original painting is possible).

The availability of external lighting of the entrance area and Mobile TsNAP body is a must.

All light used in the module should be on LED elements.

The availability of a trust box with external access to provide feedback from people. And the possibility of closing it. A technical solution must be proposed by the contractor.

All electricity nets including internet must be installed.

8. Work progress monitoring

The object of acceptance tests - Mobile TsNAP providing administrative services, fully equipped in accordance with the requirements of this Terms of Reference. Tests are conducted at the production facility of the Contractor, in presence of representatives of the Customer and the Contractor. Tests are conducted to determine the readiness of the Mobile TsNAP for operation.

Terms and conditions of the test should be as close as possible to the real operational conditions, namely, it is necessary to inspect the product in traffic and working modes, during transformation of the TsNAP from one mode to another.

Check up of the functionality of all amenities (water, electricity, other) during the acceptance tests are being conducted by the manufacturer, as well as at the expense of the manufacturer.

Acceptance Test Procedure:

- Traffic mode - driving of the Mobile TsNAP over a distance of minimum 5 km.
- Working mode – 1 person to transform the Mobile TSNAP from traffic into working mode as per Operating Manuals (repeat minimum 3 times).
- Connect the Mobile TsNAP to the external power supply network, water supply and sewage systems.
- Check operation of lighting and power supply availability.
- Fill the inner tank with at least 90 l of water from the outer tank, drain through the taps of the toilet room and the sewer into the inner tank.
- Turn on the generator and check its performance.
- Turn on the air conditioning system and check operation of the air conditioner.
- Turn on the backup heating system and check the operation of the auxiliary heater.
- Turn on the ventilation system and check the operation of the fans.

- Check availability of operational (2 copies) and warranty documents.

Upon completion of the tests, a committee consisting of the representatives of the customer (UNDP specialist), contractor and beneficiary determines the readiness of the Mobile TsNAP for operation and signs Transfer and Acceptance Act.

Duration of production

The winner plans to complete the requested works within the following dates:

No	Description	Number of months to complete works
1	Timeframe for production and supply of 3 Mobile TsNAPs	Not exceeding 7 months from the date of contract signing, terms can be further specified with the customer

9. Qualifications of successful contractor

- A company with a valid registration (for Ukrainian companies – company should be registered in the territory controlled by the government of Ukraine).
- Minimum annual turnover for any 2 years within 2016 to 2019: USD 450,000
- At least 3 projects of a similar nature completed over the past 5 years (conversion of the vehicle chassis into a refrigerator, shelters, other, as well as conversion of trucks into minibuses, laboratories, other).
- a valid license to carry out activities related to the conversion of vehicles.
- certificate of assigning WMI codes and VIS symbols to give VIN number to the vehicle produced is an asset.
- Availability of qualified engineering and technical staff to perform the work.
- Availability of the owned or rented premises, equipment, mechanisms for performing of vehicle conversion works.

Warranty requirements

The Contractor shall guarantee compliance of the vehicle and its components with the requirements of these specifications within 12 months from the date of delivery, provided that during this period the vehicle was used according to rules defined in the Mobile TsNAP Operations Manual.

When transferring the finished product to the customer, the contractor must provide and transfer a guarantee from the manufacturer of the vehicle chassis. The manufacturer's warranty for the chassis of the vehicle must be saved when modifying and installing the body on the chassis frame. The contractor must confirm that the guarantee for the vehicle is saved by an official letter from the dealer of the base chassis.

Warranty of the Mobile TsNAP starts on the day of its transfer to the Customer based on the Transfer and Acceptance Act.

During the warranty period, the Contractor shall replace all parts he produced for the Mobile TsNAP and that failed to work, if Customer followed Operations Manual instructions.

Availability of a service maintenance center in Donetsk/Luhansk or the neighbouring oblasts for warranty maintenance and after sales support is a must.

Warranties for tires, batteries, electrical appliances and other technical equipment installed in the Mobile TsNAP should be provided by the respective manufacturer, according to the standards and specifications set herewith.

Price offer and payment schedule

- The contract value must remain fixed for the duration of the contract.
- Applicants must include all costs associated with the work in their price quotation (such as the supply of all materials and equipment, transportation costs, electricity costs, per diem, staff salaries, office expenses, etc.).
- Payments should be arranged as follows:
 - up to 20% of the total amount of the contract may be paid as soon as the contract is signed.
 - prepayment should not exceed 20% of the total contract amount, or USD 30,000.00, whichever is less. As an exception, UNDP requires that Participant submits bank guarantee for the amount of advance payment.
 - 80% of the total contract amount will be paid after acceptance of the products into service (or 80% of the unit cost of the product - as soon as they are ready and accepted by UNDP by signing of the bilateral Transfer and Acceptance Act.

10. The selection process.

Applicants should provide a preliminary sketch (concept) in 2D and 3D form of a mobile TsNAP to represent the placement of the basic elements of the body and workspace of the office. Several different sketches are possible, the provided sketches can be different proposition from Annex 1

Applicants must follow the format given below and provide detailed information on:

10.1 List works of a similar nature performed during the last 3 years

No	Project Name	Customer Name and Contact	Description of works	Contract Amount (USD)	Actual Completion Date
1					
2					
3					

10.2 Availability of engineering and technical staff to perform the work:

No	Staff name	Position	Qualification	Working experience, years	Status: temporary / permanent
1					
2					
3					
4					
...					

10.3 The list of available equipment to perform the work:

No	Description of equipment (main)	Purpose	Condition (good / needs repair)	Owned / leased
1				
2				
3				
4				
...				

10.5 Schedule:

No	Type of work	Duration	start date	completion date
1				
2				
3				
4				

...				
N				

11. Estimated cost of the proposal.

Applicants must submit their price offers in the following format. All costs associated with the execution of works should be included in the price offer (such as the purchase, installation of all products and equipment, electricity costs from connection points, transportation costs, per diem, staff salaries, office expenses, etc.).

No	quantity	Price per unit (USD / UAH), excluding VAT	TOTAL (USD / UAH), without VAT
1.Vehicle - base chassis (specify brand)	3		
2. Office module with all facilities, networks, equipment needed, except for the items listed below.	3		
3. Wheelchair lift	3		
4. 5 kW generator (specify brand)	3		
5. Air conditioning (specify brand)	3		
6. Bathroom			
6.1 toilet	3		
6.2 pumping station	3		
6.3 150l tank	3		
6.4 150l bowl	3		
6.5 washbasin	3		
6.6 mirror	3		
6.7 electric boiler 5 l.	3		
6.8 baby changing table	3		
7. Fans (specify brand) 2 per TsNAP	6		
8. Heaters up to 3 kW (total)	6-9		
9. Diesel heater up to 3 kW (specify brand)	3		
10. Furniture:			
10.1. Wardrobe	3		
10.2 Table	12		
10.3. Staff chair	12		
10.4. Visitor chair	15		
10.5. Seat CA-28 or equivalent	12		
TOTAL			

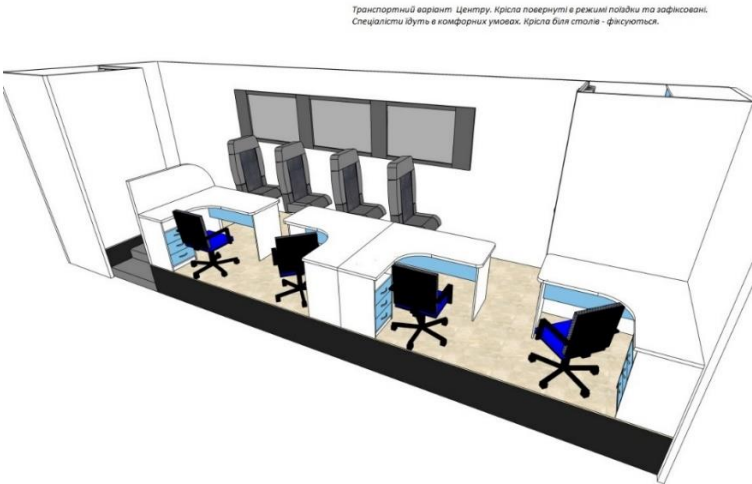
Annex 1
Layout (drawing)



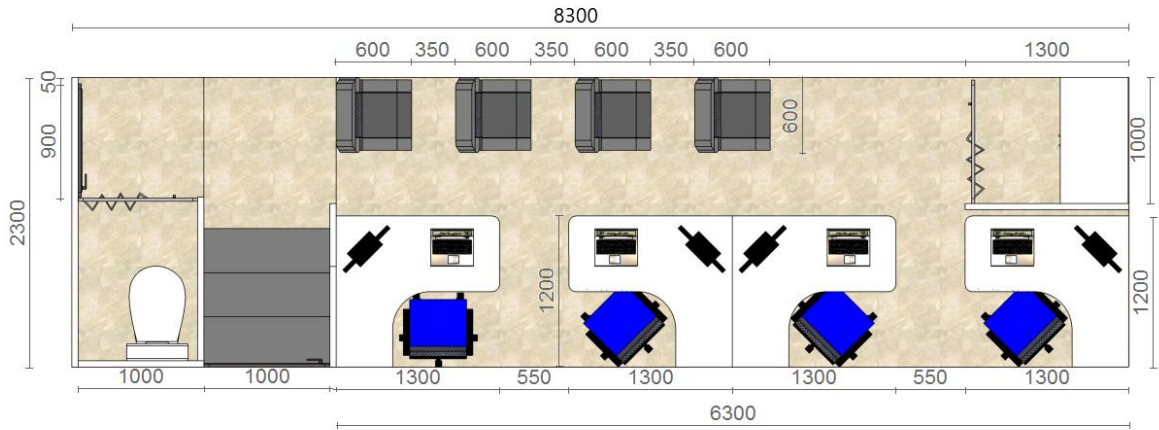
Picture 1 – General layout of mobile TsNAP



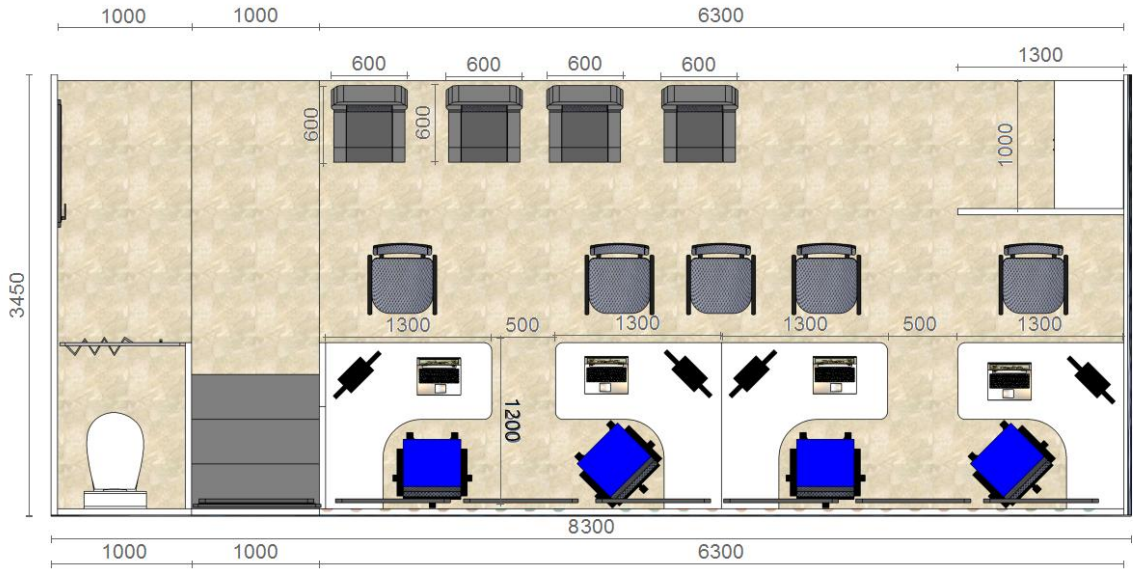
Picture 2 – General 3D conception of mobile TsNAP in working mode



Picture 3 - General 3D conception of mobile TsNAP in traffic mode



Picture 4 – General scheme of mobile TsNAP in traffic mode



Picture 5 – General scheme of mobile TsNAP in working mode


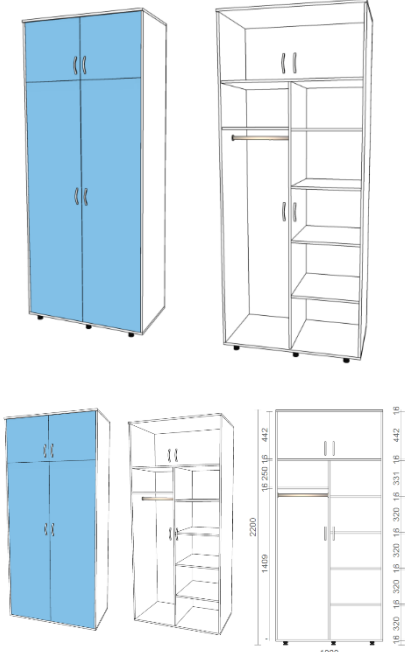
Attention!




The participant can offer an alternative technical solution for the internal planning of the Mobile TsNAP unit.

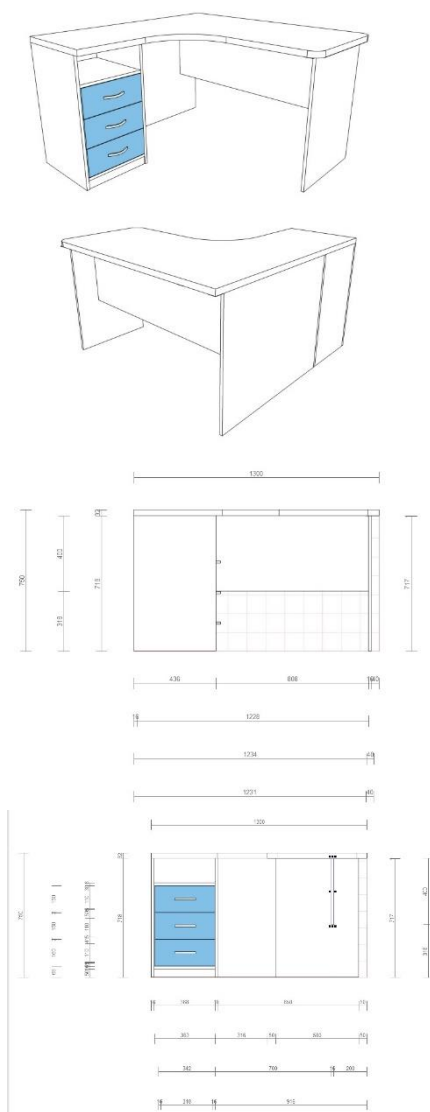

Your technical solutions must comply with the requirements of these specifications.

By the date of signing the Contract, the Contractor shall provide and have agreed with UNDP a detailed design of the Mobile TsNAP

Annex 2
Furniture for mobile TsNAP

№	Title / Description	Material / Color	Size, mm (width / height / depth)	Quantity for one Mobile TsNAP	Appearance sample
1	Folding changing table	Plastic	855x560x495	1	
2	Cabinet - combined type (cloths and book) Total height - up to the ceiling. Mount -10 attachment points (4 below + 4 above + 2 wall). Doors must have a secure fastener - hinges that are used for furniture in vehicles, as well as a locking system (door lock and lock), which does not allow doors to open during movement or it can be made of furniture blinds with locking system. Design is shown in the picture.	Laminated chipboard, PVC edge 2 mm, color - in agreement with the customer	700x2100x350	1	

3	<p>Armchair CA-28 or equivalent</p> <p>Fixing the backrest. Up-down adjustment with latching. Adjustment forward - back with fixation. Equipped with a seat belt. Corresponds to reliability and safety.</p>	<p>Seat frame - metal profile with reinforcement elements.</p> <p>Pillows - molded polyurethane.</p> <p>Upholstery material - automotive fabric. Color - as agreed with the customer</p>	dimensions are shown in the picture	4	<p>CA-28M</p> 
4	<p>Office chair for visitors:</p> <ul style="list-style-type: none"> • Seat base - four legs. <p>Provide fixation during mobile TsNAP traffic mode</p>	<p>Frame, legs - metal; Upholstery - fabric; Color – subject to customer approval</p>	500x801x410	5	
5	<p>Staff chair (as illustrated):</p> <ul style="list-style-type: none"> • steel cross, diameter - not less than 630 mm; • mechanism - TOP GUN or similar; • seat height adjustment; • free swing function; • regulation of stiffness of the chair; • fixing the position of the chair (back and seat) in different positions • rollers - plastic, with rubber coating, rod diameter - not less than 11 mm; <p>the filler is a primary molded foam or similar. Provide fixation during mobile TsNAP traffic mode</p>	<p>Seat and back - mesh; crosspiece is metal, handles are plastic, color subject to customer approval</p>		4	

6	<p>Staff table</p> <p>The edges of the table are rounded</p> <p>Tabletop thickness - minimum 24mm</p> <p>Design is shown in the picture.</p>	Laminated chipboard, PVC edge 2 mm, color - in agreement with the customer	1300*1300	4	
	<p>Safe fireproof and burglar-proof</p> <p>--- Fire resistance: LFS 30P EN 15659, 30 minutes</p> <p>--- Burglary resistance: EN 1143-1, grade 2</p>	enhanced protection of all walls of the body and the protective layer of the door	Internal size width * depth * height, mm, minimum 330 * 300 * 200	2	

Annex 3.**Additional equipment (will be provided by customer)**

The winner must design and produce the office unit with possibility of easy installation of additional equipment, according to the Annex 3. This equipment will be purchased by the customer.

	Title / Description	Quantity for one Mobile TsNAP
1	Car CDMA + GSM 900 10 dB antenna with an adapter to a modem / router	1
2	Satellite antenna	1
3	Automobile Video Surveillance Kit, 3 cameras outside, 2 cameras inside	1
4	Equipment for electronic queue	1
5	GPS Terminal with Sim card	1
6	32 inch television screen	1
7	50 inch television screen	1
8	Printers (MFP)	3
9	Passport processing equipment	

Section 3b: Related Services

Further to the Schedule of Requirements in the preceding Section, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements :

Delivery Term [INCOTERMS 2010] (Pls. link this to price schedule)	<input checked="" type="checkbox"/> DDP According to Technical Specification: LOT 1: Mariupol, Mariinka, Siversk LOT 2: Novoaidar, Popasna, Stanytsa-Luhanska
Exact Address of Delivery/Installation Location	According to TOR/Technical Specification
Delivery Date	Up to 7 months from the date of contract signing
Work requirements/conditions	The contractor is obliged to perform works fully in accordance with relevant national standards and regulations and the technical specification and its requirements, conditions, instructions and stipulated standards.
Inspection upon delivery	Final Inspection and acceptance test will be performed in accordance with TOR/specification
Installation Requirements	N/A
Testing Requirements	Final Inspection and acceptance test will be performed in accordance with TOR/specification
Scope of Training on Operation and Maintenance	N/A
Commissioning	N/A
Technical Support Requirements	According to TOR/Technical Specification
Payment Terms (<i>max. advanced payment is 20% of</i>	<input type="checkbox"/> 100% within 30 days upon UNDP's acceptance of the goods delivered

<i>total price as per UNDP policy)</i>	<input type="checkbox"/> Max of 20% upon contract signature and the rest within 30 days from UNDP's acceptance of works as specified and receipt of invoice <input checked="" type="checkbox"/> Others: <ul style="list-style-type: none"> - up to 20% of the total amount of the contract may be paid as soon as the contract is signed. - prepayment should not exceed 20% of the total contract amount, or USD 30,000.00, whichever is less. As an exception, UNDP requires that Participant submits bank guarantee for the amount of advance payment. - 80% of the total contract amount will be paid after acceptance of the products into service (or 80% of the unit cost of the product - as soon as they are ready and accepted by UNDP by signing of the bilateral Transfer and Acceptance Act.
Conditions for Release of Payment	<input type="checkbox"/> Pre-shipment inspection <input checked="" type="checkbox"/> Inspection upon arrival at destination <input type="checkbox"/> Installation <input checked="" type="checkbox"/> Testing <input type="checkbox"/> Training on Operation and Maintenance <input checked="" type="checkbox"/> Products accepted by UNDP by signing of the bilateral Transfer and Acceptance Act
After-sale services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of 1 year <input type="checkbox"/> Technical Support <input type="checkbox"/> Provision of Service Unit when pulled out for maintenance/repair <input checked="" type="checkbox"/> Others: Warranty requirements according to TOR/specification
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input checked="" type="checkbox"/> Others Ukrainian/Russian

Section 4: Bid Submission Form¹

(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)

[insert: Location, Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for [insert: title of goods and services required as per 432_527-2019-UNDP-UKR-ITB-RPP] in accordance with your Invitation to Bid dated _____ We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that :

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

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

We agree to abide by this Bid for *90 days*.

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Bid, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

¹ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

Contact Details : _____

[please mark this letter with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the BidderBidder Information Form²Date: *[insert date (as day, month and year) of Bid Submission]*ITB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (Score and Source, if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? (Y / N)		
14. Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

² The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Joint Venture Partner Information Form (if Registered)³Date: *[insert date (as day, month and year) of Bid Submission]*ITB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

³ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Section 6: Technical Bid Form⁴

432/527-2019-UNDP-UKR-ITB-RPP

Name of Bidding Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Bid:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement.

1.1 Brief Description of Bidder as an Entity: Provide a brief description of the organization / firm submitting the Bid, its legal mandates/authorized business activities, the year and country of incorporation, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the delivery of goods and/or performance of related services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, etc.) of the bidder to engage into the contract. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within at least the last five (5) years which are related or relevant to those required for this Contract.

No	Project Name	Customer Name and Contact	Description of works	Contract Amount (USD)	Actual Completion Date
1					
2					
3					

1.4 The list of available equipment to perform the work:

No	Description of equipment (main)	Purpose	Condition (good / needs repair)	Owned / leased
1				
2				
3				
4				
...				

⁴ Technical Bids not submitted in this format may be rejected.

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 specifications.

2.1. Scope of Supply: Please provide a detailed description of the goods to be supplied, indicating clearly how they comply with the technical specifications required by the ITB (see below table); describe how the organisation/firm will supply the goods and any related services, keeping in mind the appropriateness to local conditions and project environment.

LOT 1:

#	Item	Technical characteristics	Conformity (Yes/No)	Offered Brand, Model and characteristics (if applicable)	Alternative proposal
1.	Year of manufacture - not earlier	2019 p.			
2.	Type of baseline vehicle	Chassis for onboard platforms and caravans			
3.	Baseline chassis	MAN TGM 15.250 (or equivalent)			
4.	Engine's type	Diesel			
5.	Level of environmental standards (minimum)	EURO 5			
6.	Engine power, hp	not less than 240 hp			
7.	Working volume of the engine, cc	5000- 7000 cc			
8.	Gearbox	Mechanical\Automatic, not less than 6-9 gears			
9.	Drive gear	Rear wheel drive vehicle			
10.	Number of axles	2			
11.	Rear wheels	Doubled			
12.	Wheelbase, mm.	At least 5700 Length of the wheelbase should allow installation of the office module of required dimensions.			
13.	Front suspension	Leaf-spring suspension / pneumatic suspension - optional			
14.	Rear suspension	Pneumatic			

15.	Steel wheels, R	At least R 19.5			
16.	Tires	At least 285/70			
17.	Type of cabin	Day (no sleeping places)			
18.	Number of passenger seats in the cabin	1			
19.	Front axle load, kg	not less than 5700			
20.	Rear axle load, kg	not less than 10000			
21.	Clearance	Minimum 154 mm			
	Passive safety				
22.	Driver Airbag	Optional			
23.	Passenger Airbag	Optional			
	Active safety and suspension				
24.	Anti-lock brakes (ABS or equivalent)	+			
25.	Anti-skid system (ASR or equivalent)	Optional			
	Interior (driver's cabin)				
26.	High comfort driver seat	+			
27.	Air conditioner	+			
	Lighting				
28.	Halogen headlights	+			
29.	Side marker lights	+			
30.	Steering axle adjustment	+			
31.	Operating manual and service book for the car, front mudguards, plastic rear wings with mud guards, First aid kit, Emergency stop sign, hosepipe for pumping tires with pressure gauge (20 m), Jack (10 tons), anti-slip stop(1 pc), Fire extinguisher (2 pcs)				
	General specifications of the office module:				
32.	In traffic (folded) mode, (desirable, mm)	Length 8300, width 2450, height 2400.			

33.	In operating (deployed) mode (desirable, mm)	Length 8300, width 3450, height 2400.			
34.	Working area of TsNAP minimum	27 sq.m.			
35.	Internal height of the mobile TsNAP, minimum	2.2 m			
36.	Number of workplaces	Four			
Requirements for the interior solution of mobile TsNAP Interior solution should be done in accordance with the plan given in Annex 1. The working area of the mounted TsNAP Unite must have interior siding, flooring, lighting, heating and ventilation, that should correspond to the standards established for offices by effective legislation, namely:					
37.	Windows - the total area of windows should be at least 5.46 square meters.	4 (four) windows on the right side of the mobile TsNAP, placed not less than 150 cm from the level of the inner floor of the mobile office (behind the workplace), evenly distributed, the sizes of windows not less than 600x900 mm. There must be space between the two pairs of windows to install the 50 inch internal television information display. 3 (three) windows on the left side of the mobile TsNAP (a sliding part of the mobile office). The windows are located at a level of 90 cm from the level of the internal floor, are evenly distributed among the passenger seats, window sizes are at least 1250x700 mm. 1 (one) additional window on the right side near the main doors should be provided for installing in it at least 55 inches television information display, the lower part of the window should be placed at a level no higher than 1.6 meters from the ground, for the easy perception of information from the outside.			

		<p>Window size 1250 * 700 mm. This window should be equipped with anti-vandal protection (rolleta or other alternative protection).</p> <p>Window type - single-chamber glass unit designed for installation in vehicles (triplex glass)</p> <p>Sound insulation class from 2 to 4</p> <p>Anti-burglary system - minimum WK 2</p> <p>Seal colour: black / gray</p> <p>Windows should be equipped with sun-protection car blinds inside the module.</p>			
38.	<p>The main side doors: width - minimum 800 mm., Height - minimum 2000 mm.</p>	<p>One door is the main one. The main exit is closed by a metal door unit. The door unit is attached to the metal skin. Technological gaps are filled with materials proposed by the manufacturer.</p> <p>Type of door opening - swivel, outside the room;</p> <p>All side frames of the doors must contain seals (minimum two) of silicone materials or cold-resistant rubber</p> <p>Doors must have latches.</p> <p>The doors are equipped with a window of 500x700 mm.</p> <p>The door arrangement should be on the right side of the mobile TsNAP and should be at the lowest possible height from the ground and equipped with additional steps to facilitate access to the mobile office.</p>			
39.	<p>Wheelchair entry door, 900 mm high, at least 1800 mm high</p>	<p>The wheelchair access door must be located considering the place of lift installation. Sliding doors with electric drive, or on hinges, which allow them to open in both directions. (other technical solution can be offered to facilitate access to the mobile space for people with disabilities, the design must be approved by the customer.)</p>			

		<p>The doors are equipped with a window of 500x700 mm.</p> <p>All side frames of the doors must contain seals (minimum two) of silicone materials or cold-resistant rubber</p> <p>Doors must have latches.</p> <p>According to the scheme - Annex 1, the doors are located at the rear of the module, in the traffic mode there is no access to this door.</p>			
40.	Floor of the body and a sliding part (colour as agreed with the customer)	<p>Mandatory specifications for the floor design: reliability, durability, ease of maintenance, aesthetic qualities; materials must comply with environmental and sanitary standards, have thermal conductivity, which will ensure the use of the TsNAP throughout the year.</p> <p>Finishing - wear-resistant linoleum, anti-slip floor, class not lower than 34.</p> <p>Technical solution of the floor is subject to customer approval.</p> <p>Height differences that may occur when deploying a sliding body system should be minimized to allow easy wheelchair using.</p> <p>Thermal insulation</p> <p>Floor insulation - minimum 90 mm</p> <p>Heat conductivity, maximum $0.07 \text{ W} / (\text{m} \cdot \text{s})$</p> <p>Density, maximum $200 \text{ kg} / \text{m}^3$</p> <p>Vapor permeability, maximum $0.5 \text{ mg} / (\text{m} \cdot \text{year} \cdot \text{Pa})$</p>			
41.	Walls, ceilings of the body and a sliding part (colour as agreed with the customer)	<p>Ceiling insulation - minimum 90 mm</p> <p>Thermal insulation panels, walls insulation 50 mm,</p> <p>Thermal insulation:</p> <p>Heat conductivity, maximum $0.07 \text{ W} / (\text{m} \cdot \text{s})$</p> <p>Density, maximum $200 \text{ kg} / \text{m}^3$</p> <p>Vapor permeability, maximum $0.5 \text{ mg} / (\text{m} \cdot \text{year} \cdot \text{Pa})$</p>			

		Outside - durable lightweight material (fiberglass plating or other option). White colour. Decoration of the walls and ceiling - neutral-colour coating (subject to additional customer approval), high-class durability can be used in public places (certificate or sanitary conclusion for coating)			
42.	Bathroom, equipment	Equipped with a toilet (1 pc.), wash basin (1 pc.), boiler-type water heater (minimum 5 l.) a mirror and a folding baby's changing table (85,5x56x49,5 cm).			
43.	Sewage	Storage tank of 150 l. capacity, with fittings for emptying and connecting to an external sewage facility.			
44.	Water supply	Storage tank with 150 liters capacity with pumping and valves. ½ inch adapter to connect to external networks. Additionally - 20 m of rubber hose, 0.5 inches.			
45.	Power Sources	<p>External networks are the main source of energy for the TsNAP after it is installed and opened. Two independent power lines, the first line for powering computer and other equipment, including lighting, the second line for a heater and air conditioning.</p> <p>Two special power outlets (socket-plug) -connection interface should be available in the TsNAP for each power line with a distribution board.</p> <p>Length of the safe and reliable cable is minimum 30 meters; adapters for plug-in, switch-plug and plug to be provided for each power line.</p> <p>Type Extension on the coil (two coils)</p> <p>Cable length 30 m (two coils)</p> <p>Protective earthing - No</p> <p>Max. electric potential</p> <p>Power line 1 - min 3000 W (Wire</p>			

		<p>type PVA 2x2.5) Power line 2 – min 3000 W Wire type PVA 3x2.5) Current 16 A IP 64 degree of protection As a backup, a 5 kW, 50 Hz, 220 V electric generator should be installed on the vehicle, one phase. An additional backup system is a rechargeable battery with a 220 V inventory, which can provide 3 computers, the Internet and an office lighting system for minimum one hour. (Average hourly consumption of 2000W / h) Additional systems can be offered by the contractor and are a subject to additional customer approval.</p>			
46.	Electrical equipment	<p>The internal network is set according to the rules for wiring of electrical installations, Internet ethernet lines should also be included to internal network. Built-in power outlets - in accordance with the number of office equipment and 2 additional sockets at each workplace. Availability of interface for connection to the external power supply networks 20A, 50 Hz, 220V, single phase The final wiring of the internal network is subject to customer approval at the stage of approval of the internal technical solution of the Mobile TsNAP</p>			
47.	Artificial lighting	<p>Internal power network should comply with the installation rules Built-in lamps should provide illumination of the workplace at 200 Lx minimum. Switches – separate switch for each room (working room and toilet), for the central room there are two groups of lamps,</p>			

		220 Volt and 12 Volt - transport or emergency lighting. Additional systems can be offered by the contractor and are a subject to additional customer approval.			
48.	Heating	The main source of heating - 2-4 electric heaters. Total power consumption - minimum 3 kW with regulation. Supplied with TsNAP unit. Backup heating - auxiliary heater on diesel fuel with a thermal output of 3 kW In the traffic mode - an additional heater located in the TsNAP, that operates from the vehicle's heating system. Additional systems can be offered by the contractor and are a subject to additional customer approval.			
49.	Conditioning	Electric split-system with a cooling capacity of 2.5 kW.			
50.	Ventilation	Internal ventilation is fully installed. Structural elements of ventilation must be subject to customer approval. Availability of 2 adjustable fans with total minimum productivity of 100 m ³ / h Availability of three hatches, two in working area of mobile TsNAP, one in the bathroom.			
51.	Internet source	External networks are the main source of Internet for the TsNAP after it is installed and opened. - a Special Internet ethernet outlet (socket-plug) -connection interface should be available in the TsNAP. Length of the safe and reliable cable is minimum 30 meters; connection adapters must be available. Type Extension on the coil Cable length 30 m Cable is intensified outside.			
	Furniture specifications The vehicle must be equipped with in-built furniture, or furniture should be fixed so that its unauthorized				

	displacement is impossible. Placement of furniture must comply with Annex 1; furniture specifications should correspond to Annex 2.				
52.	Number of workplaces	Four			
53.	Tables	Tables for staff - made in the form of a single lightweight design, separately for each workplace. (no less than three drawers) Tabletop width minimum 24 mm (specifications are given in Annex 2)			
54.	Furniture for sitting	office chairs for staff - 4 pcs. (colour subject to customer approval) - chairs for visitors - minimum 5 pcs. -seats CA-27 or CA -28 in the amount of 4 pieces			
55.	Cupboard	Modular furniture should be provided for outdoor clothing, documents, with possibility to be locked.			
56.	Storage facilities above the passengers' seats	- at least one storage place, with doors (or furniture blinds), locks for the safe transportation of things. Such facilities should be designed for the most comfortable and efficient use of space and is a subject to customer approval. The minimum size of one place is 300x600*250 mm.			
57.	Fireproof and burglar-proof safe	Two safes must be installed under the working tables in zone hidden from visitors. Safes must be anchored to the floor. Specification of the safes is in Annex 2.			
	Specifications for additional equipment The requirements for the location of the equipment is in Annex 1 or can be other if previously agreed with the customer. All the equipment in the vehicle should be installed and connected in a way to prevent its unauthorized displacement.				
58.	Wheelchair Lift	The design of the lift to be proposed by the manufacturer			

		and is subject to customer approval. Options: (hydraulic, pneumatic) Load capacity: not less than 250 kg			
59.	Passive safety of mobile TsNAP employees	Installation of alarm buttons. The signal from the button must be audible and output to the driver's cab.			
60.	Outside window shed for sun protection (canopy)	Width from 1,5m, length from 3m. Located above the main entrance on the right side of the module. When folded, it must not exceed beyond the maximum overall dimensions of the vehicle. Sliding is automatic. Located above the level of windows and doors.			
61.	Curtain-partition	White. Located in one of the workplaces to enclose that work area. It also should be using as a background for visitors during photo shooting for documentation.			

LOT 2:

#	Item	Technical characteristics	Conformity (Yes/No)	Offered Brand, Model and characteristics (if applicable)	Alternative proposal
1.	Year of manufacture - not earlier	2019 p.			
2.	Type of baseline vehicle	Chassis for onboard platforms and caravans			
3.	Baseline chassis	MAN TGM 15.250 (or equivalent)			
4.	Engine's type	Diesel			
5.	Level of environmental standards (minimum)	EURO 5			
6.	Engine power, hp	not less than 240 hp			
7.	Working volume of the engine, cc	5000- 7000 cc			
8.	Gearbox	Mechanical\Automatic, not less than 6-9 gears			

9.	Drive gear	Rear wheel drive vehicle			
10.	Number of axles	2			
11.	Rear wheels	Doubled			
12.	Wheelbase, mm.	At least 5700 Length of the wheelbase should allow installation of the office module of required dimensions.			
13.	Front suspension	Leaf-spring suspension / pneumatic suspension - optional			
14.	Rear suspension	Pneumatic			
15.	Steel wheels, R	At least R 19.5			
16.	Tires	At least 285/70			
17.	Type of cabin	Day (no sleeping places)			
18.	Number of passenger seats in the cabin	1			
19.	Front axle load, kg	not less than 5700			
20.	Rear axle load, kg	not less than 10000			
21.	Clearance	Minimum 154 mm			
	Passive safety				
22.	Driver Airbag	Optional			
23.	Passenger Airbag	Optional			
	Active safety and suspension				
24.	Anti-lock brakes (ABS or equivalent)	+			
25.	Anti-skid system (ASR or equivalent)	Optional			
	Interior (driver's cabin)				
26.	High comfort driver seat	+			
27.	Air conditioner	+			
	Lighting				
28.	Halogen headlights	+			
29.	Side marker lights	+			
30.	Steering axle adjustment	+			
31.	Operating manual and service book for the car, front mudguards, plastic rear wings with mud				

	guards, First aid kit, Emergency stop sign, hosepipe for pumping tires with pressure gauge (20 m), Jack (10 tons), anti-slip stop(1 pc), Fire extinguisher (2 pcs)				
	General specifications of the office module:				
32.	In traffic (folded) mode, (desirable, mm)	Length 8300, width 2450, height 2400.			
33.	In operating (deployed) mode (desirable, mm)	Length 8300, width 3450, height 2400.			
34.	Working area of TsNAP minimum	27 sq.m.			
35.	Internal height of the mobile TsNAP, minimum	2.2 m			
36.	Number of workplaces	Four			
	Requirements for the interior solution of mobile TsNAP Interior solution should be done in accordance with the plan given in Annex 1. The working area of the mounted TsNAP Unite must have interior siding, flooring, lighting, heating and ventilation, that should correspond to the standards established for offices by effective legislation, namely:				
37.	Windows - the total area of windows should be at least 5.46 square meters.	4 (four) windows on the right side of the mobile TsNAP, placed not less than 150 cm from the level of the inner floor of the mobile office (behind the workplace), evenly distributed, the sizes of windows not less than 600x900 mm. There must be space between the two pairs of windows to install the 50 inch internal television information display. 3 (three) windows on the left side of the mobile TsNAP (a sliding part of the mobile office). The windows are located at a level of 90 cm from the level of the internal floor, are evenly			

		<p>distributed among the passenger seats, window sizes are at least 1250x700 mm.</p> <p>1 (one) additional window on the right side near the main doors should be provided for installing in it at least 55 inches television information display, the lower part of the window should be placed at a level no higher than 1.6 meters from the ground, for the easy perception of information from the outside. Window size 1250 * 700 mm. This window should be equipped with anti-vandal protection (rolleta or other alternative protection).</p> <p>Window type - single-chamber glass unit designed for installation in vehicles (triplex glass)</p> <p>Sound insulation class from 2 to 4</p> <p>Anti-burglary system - minimum WK 2</p> <p>Seal colour: black / gray</p> <p>Windows should be equipped with sun-protection car blinds inside the module.</p>			
38.	<p>The main side doors: width - minimum 800 mm., Height - minimum 2000 mm.</p>	<p>One door is the main one. The main exit is closed by a metal door unit. The door unit is attached to the metal skin. Technological gaps are filled with materials proposed by the manufacturer.</p> <p>Type of door opening - swivel, outside the room;</p> <p>All side frames of the doors must contain seals (minimum two) of silicone materials or cold-resistant rubber</p> <p>Doors must have latches.</p> <p>The doors are equipped with a window of 500x700 mm.</p> <p>The door arrangement should be on the right side of the mobile TsNAP and should be at the lowest possible height from the ground and equipped with</p>			

		additional steps to facilitate access to the mobile office.			
39.	Wheelchair entry door, 900 mm high, at least 1800 mm high	<p>The wheelchair access door must be located considering the place of lift installation. Sliding doors with electric drive, or on hinges, which allow them to open in both directions. (other technical solution can be offered to facilitate access to the mobile space for people with disabilities, the design must be approved by the customer.)</p> <p>The doors are equipped with a window of 500x700 mm.</p> <p>All side frames of the doors must contain seals (minimum two) of silicone materials or cold-resistant rubber</p> <p>Doors must have latches.</p> <p>According to the scheme - Annex 1, the doors are located at the rear of the module, in the traffic mode there is no access to this door.</p>			
40.	Floor of the body and a sliding part (colour as agreed with the customer)	<p>Mandatory specifications for the floor design: reliability, durability, ease of maintenance, aesthetic qualities; materials must comply with environmental and sanitary standards, have thermal conductivity, which will ensure the use of the TsNAP throughout the year.</p> <p>Finishing - wear-resistant linoleum, anti-slip floor, class not lower than 34.</p> <p>Technical solution of the floor is subject to customer approval.</p> <p>Height differences that may occur when deploying a sliding body system should be minimized to allow easy wheelchair using.</p> <p>Thermal insulation</p> <p>Floor insulation - minimum 90 mm</p> <p>Heat conductivity, maximum 0.07 W / (m * s)</p>			

		Density, maximum 200 kg / m ³ Vapor permeability, maximum 0.5 mg / (m * year * Pa)			
41.	Walls, ceilings of the body and a sliding part (colour as agreed with the customer)	Ceiling insulation - minimum 90 mm Thermal insulation panels, walls insulation 50 mm, Thermal insulation: Heat conductivity, maximum 0.07 W / (m * s) Density, maximum 200 kg / m ³ Vapor permeability, maximum 0.5 mg / (m * year * Pa) Outside - durable lightweight material (fiberglass plating or other option). White colour. Decoration of the walls and ceiling - neutral-colour coating (subject to additional customer approval), high-class durability can be used in public places (certificate or sanitary conclusion for coating)			
42.	Bathroom, equipment	Equipped with a toilet (1 pc.), wash basin (1 pc.), boiler-type water heater (minimum 5 l.) a mirror and a folding baby's changing table (85,5x56x49,5 cm).			
43.	Sewage	Storage tank of 150 l. capacity, with fittings for emptying and connecting to an external sewage facility.			
44.	Water supply	Storage tank with 150 liters capacity with pumping and valves. ½ inch adapter to connect to external networks. Additionally - 20 m of rubber hose, 0.5 inches.			
45.	Power Sources	External networks are the main source of energy for the TsNAP after it is installed and opened. Two independent power lines, the first line for powering computer and other equipment, including lighting, the second line for a heater and air conditioning. Two special power outlets (socket-plug) -connection interface should be available in			

		<p>the TsNAP for each power line with a distribution board.</p> <p>Length of the safe and reliable cable is minimum 30 meters; adapters for plug-in, switch-plug and plug to be provided for each power line.</p> <p>Type Extension on the coil (two coils)</p> <p>Cable length 30 m (two coils)</p> <p>Protective earthing - No</p> <p>Max. electric potential</p> <p>Power line 1 - min 3000 W (Wire type PVA 2x2.5)</p> <p>Power line 2 – min 3000 W Wire type PVA 3x2.5)</p> <p>Current 16 A</p> <p>IP 64 degree of protection</p> <p>As a backup, a 5 kW, 50 Hz, 220 V electric generator should be installed on the vehicle, one phase.</p> <p>An additional backup system is a rechargeable battery with a 220 V inventory, which can provide 3 computers, the Internet and an office lighting system for minimum one hour. (Average hourly consumption of 2000W / h)</p> <p>Additional systems can be offered by the contractor and are a subject to additional customer approval.</p>			
46.	Electrical equipment	<p>The internal network is set according to the rules for wiring of electrical installations, Internet ethernet lines should also be included to internal network.</p> <p>Built-in power outlets - in accordance with the number of office equipment and 2 additional sockets at each workplace.</p> <p>Availability of interface for connection to the external power supply networks 20A, 50 Hz, 220V, single phase</p> <p>The final wiring of the internal network is subject to customer</p>			

		approval at the stage of approval of the internal technical solution of the Mobile TsNAP			
47.	Artificial lighting	<p>Internal power network should comply with the installation rules</p> <p>Built-in lamps should provide illumination of the workplace at 200 Lx minimum.</p> <p>Switches – separate switch for each room (working room and toilet), for the central room there are two groups of lamps, 220 Volt and 12 Volt - transport or emergency lighting.</p> <p>Additional systems can be offered by the contractor and are a subject to additional customer approval.</p>			
48.	Heating	<p>The main source of heating - 2-4 electric heaters. Total power consumption - minimum 3 kW with regulation. Supplied with TsNAP unit.</p> <p>Backup heating - auxiliary heater on diesel fuel with a thermal output of 3 kW</p> <p>In the traffic mode - an additional heater located in the TsNAP, that operates from the vehicle's heating system.</p> <p>Additional systems can be offered by the contractor and are a subject to additional customer approval.</p>			
49.	Conditioning	Electric split-system with a cooling capacity of 2.5 kW.			
50.	Ventilation	<p>Internal ventilation is fully installed. Structural elements of ventilation must be subject to customer approval.</p> <p>Availability of 2 adjustable fans with total minimum productivity of 100 m³ / h</p> <p>Availability of three hatches, two in working area of mobile TsNAP, one in the bathroom.</p>			
51.	Internet source	External networks are the main source of Internet for the TsNAP after it is installed and opened. - a Special Internet ethernet			

		<p>outlet (socket-plug) -connection interface should be available in the TsNAP.</p> <p>Length of the safe and reliable cable is minimum 30 meters; connection adapters must be available.</p> <p>Type Extension on the coil</p> <p>Cable length 30 m</p> <p>Cable is intensified outside.</p>			
	<p>Furniture specifications</p> <p>The vehicle must be equipped with in-built furniture, or furniture should be fixed so that its unauthorized displacement is impossible.</p> <p>Placement of furniture must comply with Annex 1; furniture specifications should correspond to Annex 2.</p>				
52.	Number of workplaces	Four			
53.	Tables	<p>Tables for staff - made in the form of a single lightweight design, separately for each workplace. (no less than three drawers)</p> <p>Tabletop width minimum 24 mm (specifications are given in Annex 2)</p>			
54.	Furniture for sitting	<p>office chairs for staff - 4 pcs. (colour subject to customer approval)</p> <p>- chairs for visitors - minimum 5 pcs.</p> <p>-seats CA-27 or CA -28 in the amount of 4 pieces</p>			
55.	Cupboard	Modular furniture should be provided for outdoor clothing, documents, with possibility to be locked.			
56.	Storage facilities above the passengers' seats	<p>- at least one storage place, with doors (or furniture blinds), locks for the safe transportation of things.</p> <p>Such facilities should be designed for the most comfortable and efficient use of space and is a subject to customer approval.</p> <p>The minimum size of one place is 300x600*250 mm.</p>			
57.	Fireproof and burglar-proof safe	Two safes must be installed under the working tables in zone			

		hidden from visitors. Safes must be anchored to the floor. Specification of the safes is in Annex 2.			
	Specifications for additional equipment The requirements for the location of the equipment is in Annex 1 or can be other if previously agreed with the customer. All the equipment in the vehicle should be installed and connected in a way to prevent its unauthorized displacement.				
58.	Wheelchair Lift	The design of the lift to be proposed by the manufacturer and is subject to customer approval. Options: (hydraulic, pneumatic) Load capacity: not less than 250 kg			
59.	Passive safety of mobile TsNAP employees	Installation of alarm buttons. The signal from the button must be audible and output to the driver's cab.			
60.	Outside window shed for sun protection (canopy)	Width from 1,5m, length from 3m. Located above the main entrance on the right side of the module. When folded, it must not exceed beyond the maximum overall dimensions of the vehicle. Sliding is automatic. Located above the level of windows and doors.			
61.	Curtain-partition	White. Located in one of the workplaces to enclose that work area. It also should be using as a background for visitors during photo shooting for documentation.			

2.2. Technical Quality Assurance Mechanisms: The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms, all the appropriate quality certificates, export licenses and other documents attesting to the superiority of the quality of the goods and technologies to be supplied.

2.3. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the

work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6 Implementation Timelines: The Bidder shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

Schedule:

Nº	Type of work	Duration	start date	completion date
1				
2				
3				
4				
...				
N				

2.7. Partnerships (Optional): Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.8. Anti-Corruption Strategy (Optional): Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of “conflict” under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the bid and its implementation.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing the contract. Include an organization chart for the management of the contract, if awarded.

3.2 Staff Time Allocation: Provide a spreadsheet that will be included to show the activities of each personnel, involved in the implementation of the contract. Where the expertise of the personnel is critical to the success of the contract, UNDP will not allow substitution of personnel whose qualifications had been reviewed and accepted during the bid evaluation. (If substitution of such a personnel is unavoidable, substitution or replacement will be subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution). The Bidder is encouraged to use the following tables to provide the requested information:

Availability of engineering and technical staff to perform the work:

No	Staff name	Position	Qualification	Working experience, years	Status: temporary / permanent
1					
2					
3					
4					
...					

3.3 Qualifications of Key Personnel. Provide the CVs for the following minimum full-time employed key staff proposed for the administration and execution of the vehicles conversion that will be provided to support the implementation of this project:

- **Manager (Team Leader)** responsible for coordination of work with UNDP - to act as an overall team leader and a conversion site manager with a minimum of 5 years of experience in the field of vehicles conversion.
- **Chief Engineer** to act as an overall team leader and a conversion site manager with a minimum of 5 years of experience in the field of vehicles conversion.

CVs should demonstrate qualifications in area of expertise relevant to the Contract. Please use the format below:

Name:		
Role in Contract Implementation:		
Nationality:		
Contact information:		
Countries of Relevant Work Experience:		
Language Skills:		
Education and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2010-January 2011</i>		

<i>Etc.</i>		
<i>Etc.</i>		
References (minimum of 3):	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Declaration: I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement. _____ Signature of the Nominated Team Leader/Member <div>Date Signed</div>		

Section 7: Price Schedule Form

The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders.

The Price Schedule must provide a detailed cost breakdown of all goods and related services to be provided, from unit price to lot prices. 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.

The format shown on the following pages is suggested for use as a guide in preparing the Price Schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

A. Cost Breakdown per Deliverable Items

LOT 1:

Item Description	QTY	Price per unit (USD / UAH), excluding VAT	TOTAL (UAH/USD): Without VAT
Mobile Centers for Administrative Services	3		
Total without VAT			
VAT			
Total with VAT			

LOT 2:

Item Description	QTY	Price per unit (USD / UAH), excluding VAT	TOTAL (UAH/USD): Without VAT
Mobile Centers for Administrative Services	3		
Total without VAT			
VAT			
Total with VAT			

B. Cost Breakdown by Cost Component:

The Bidders are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed for additional set of goods and/or related services.

LOT 1:

No	quantity	Price per unit (USD	TOTAL (USD /
----	----------	---------------------	--------------

		/ UAH), excluding VAT	UAH), without VAT
I. EQUIPMENT AND MATERIALS			
1.Vehicle - base chassis (specify brand)	3		
2. Office module with all facilities, networks, equipment needed, except for the items listed below.	3		
3. Wheelchair lift	3		
4. 5 kW generator (specify brand)	3		
5. Air conditioning (specify brand)	3		
6. Bathroom			
6.1 toilet	3		
6.2 pumping station	3		
6.3 150l tank	3		
6.4 150l bowl	3		
6.5 washbasin	3		
6.6 mirror	3		
6.7 electric boiler 5 l.	3		
6.8 baby changing table	3		
7. Fans (specify brand) 2 per TsNAP	6		
8. Heaters up to 3 kW (total)	6-9		
9. Diesel heater up to 3 kW (specify brand)	3		
10. Furniture:			
10.1. Wardrobe	3		
10.2 Table	12		
10.3. Staff chair	12		
10.4. Visitor chair	15		
10.5. Seat CA-28 or equivalent	12		
II. WORKS			
III. TRANSPORTATION COST			
IV. ADDITIONAL EXPENSES (including additional materials, salary, overhead cost, profit and other)			
...			
TOTAL without VAT			
VAT			
TOTAL with VAT			

LOT 2:

№	quantity	Price per unit (USD / UAH), excluding VAT	TOTAL (USD / UAH), without VAT
I. EQUIPMENT AND MATERIALS			
1.Vehicle - base chassis (specify brand)	3		
2. Office module with all facilities, networks, equipment needed, except for the items listed below.	3		
3. Wheelchair lift	3		
4. 5 kW generator (specify brand)	3		
5. Air conditioning (specify brand)	3		
6. Bathroom			
6.1 toilet	3		
6.2 pumping station	3		
6.3 150l tank	3		
6.4 150l bowl	3		
6.5 washbasin	3		
6.6 mirror	3		
6.7 electric boiler 5 l.	3		
6.8 baby changing table	3		
7. Fans (specify brand) 2 per TsNAP	6		
8. Heaters up to 3 kW (total)	6-9		
9. Diesel heater up to 3 kW (specify brand)	3		
10. Furniture:			
10.1. Wardrobe	3		
10.2 Table	12		
10.3. Staff chair	12		
10.4. Visitor chair	15		
10.5. Seat CA-28 or equivalent	12		
II. WORKS			
III. TRANSPORTATION COST			
IV. ADDITIONAL EXPENSES (including additional materials, salary, overhead cost, profit and other)			
...			
TOTAL without VAT			
VAT			
TOTAL with VAT			

Section 8: Form for Advanced Payment Guarantee⁵

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of UNDP]

Date: _____ ++++++

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [name of Company] (hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated [insert: date] with you, for the provision of [brief description of ITB requirements] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in words] ([amount in figures]) is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in words] ([amount in figures])⁶ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the goods and related services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the __ day of _____, 2__, 20__ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]



Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

⁵ This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.

⁶ The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.

Section 9

Model Contract

 <p>Empowered lives. Resilient nations.</p> <p>Договір на надання Товарів та/або Послуг між Програмою розвитку Організації Об'єднаних Націй та _____</p>		 <p>Empowered lives. Resilient nations.</p> <p>Contract for Goods and/or Services Between the United Nations Development Programme and _____</p>	
1. Країна, у якій будуть постачатись Товари та/або надаватись Послуги: Україна		1. Country Where Goods Will be Delivered and/or Services Will be Provided: Ukraine	
2. ПРООН <input type="checkbox"/> Запит цін <input checked="" type="checkbox"/> Запит пропозиції <input type="checkbox"/> Запрошення на участь у конкурсі <input type="checkbox"/> укладення прямих договорів Номер та дата:		2. UNDP <input type="checkbox"/> Request for Quotation <input checked="" type="checkbox"/> Request for Proposal <input type="checkbox"/> Invitation to Bid <input type="checkbox"/> direct contracting Number and Date:	
3. Посилання на номер договору (напр., номер присудження договору):		3. Contract Reference (e.g. Contract Award Number):	
4. Довгострокова угода: Ні		4. Long Term Agreement: No	
5. Предмет Договору: <input type="checkbox"/> товари <input checked="" type="checkbox"/> послуги <input type="checkbox"/> товари та послуги		5. Subject Matter of the Contract: <input type="checkbox"/> goods <input checked="" type="checkbox"/> services <input type="checkbox"/> goods and services	
6. Тип Послуг:		6. Type of Services:	
7. Дата початку Договору:	8. Дата завершення Договору:	7. Contract Starting Date:	8. Contract Ending Date:
9. Загальна сума Договору: 9а. Передплата: Не застосовується		9. Total Contract Amount: 9а. Advance Payment: Not applicable	
10. Загальна вартість Товарів та/або Послуг: <input type="checkbox"/> менше 50 000 дол. США (лише Послуги) – застосовуються Загальні умови ПРООН для базових (незначних) договорів <input type="checkbox"/> менше 50 000 дол. США (Товари або Товари та Послуги) – застосовуються Загальні умови ПРООН для договорів <input type="checkbox"/> 50 000 дол. США або більше (Товари та/або Послуги) – застосовуються Загальні умови ПРООН для договорів		10. Total Value of Goods and/or Services: <input type="checkbox"/> below US\$50,000 (Services only) – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply <input type="checkbox"/> below US\$50,000 (Goods or Goods and Services) – UNDP General Terms and Conditions for Contracts apply <input type="checkbox"/> equal to or above US\$50,000 (Goods and/or Services) – UNDP General Terms and Conditions for Contracts apply	
11. Метод оплати: <input checked="" type="checkbox"/> тверда (фіксована) ціна <input type="checkbox"/> відшкодування витрат		11. Payment Method: <input checked="" type="checkbox"/> fixed price <input type="checkbox"/> cost reimbursement	
12. Назва(Ім'я) Підприємця:		12. Contractor's Name:	
13. Ім'я контактної особи Підприємця: Посада: керівник Адреса:		13. Contractor's Contact Person's Name: Title Address:	

Номер телефону: Факс: Email:	Telephone number: Fax: Email:
14. Ім'я контактної особи ПРООН: Посада: Адреса: Тел.: +380 508002879 Email:	14. UNDP Contact Person's Name: Title: Address: Telephone number Email:
15. Банківський рахунок Підрядника, на який будуть перераховуватись платежі: Отримувач: Назва рахунку: Номер рахунку: Назва банку: МФО ЄДРПОУ	15. Contractor's Bank Account to which payments will be transferred: Beneficiary: Account name: Account number: Bank name: Bank address: MFO EDRPOU
Даний Договір складається з наступних документів, які, у разі виникнення конфлікту між ними, мають перевагу один перед одним у наступному порядку: <ol style="list-style-type: none"> 1. Дана лицьова сторінка («Лицьова сторінка»). 2. Загальні умови ПРООН для договорів – Додаток 1 3. Технічне завдання (ТЗ) - Додаток 2 4. Графік надання послуг, що включають опис послуг, результати надання товарів та/або послуг, планові показники, терміни, графік здійснення платежів, та загальну суму договору – Додаток 3. 5. Технічна та Фінансова пропозиції Підрядника від _____; причому ці документи не додаються, але відомі Сторонам і знаходяться у їх розпорядженні, і є невід'ємною частиною цього Договору. 6. Реалізація даного Контракту відбувається в рамках виконання проекту міжнародної технічної допомоги між Урядом України та відповідними Донорами та Виконавцем та, згідно з умовами пункту 197.11 Податкового Кодексу України, операції звільнені від ПДВ. <p>Все вищезазначене, включене до цього документу за допомогою посилання, містить увесь обсяг домовленостей («Договір») між Сторонами, при цьому усі інші переговори та/або угоди, незалежно від того, виконані вони в усній або ж у письмовій формі, що відносяться до предмету даного Договору, втрачають силу.</p>	This Contract consists of the following documents, which in case of conflict shall take precedence over one another in the following order: <ol style="list-style-type: none"> 1. This face sheet ("Face Sheet"). 2. UNDP General Terms and Conditions for Contracts – Annex 1 3. Terms of Reference (TOR) – Annex 2 4. Schedule of Services provision, incorporating the description of services, deliverables and performance targets, time frames, schedule of payments, and total contract amount – Annex 3 5. The Contractor's Technical Proposal and Financial Proposal, dated _____; these documents not attached hereto but known to and in the possession of the Parties, and forming an integral part of this Contract. 6. This Contract implementation is conducted within the framework of the of international technical assistance project between the Government of Ukraine and the relevant Donors and the Executor and is concluded without VAT, in accordance with paragraph 197.11 of the Tax Code of Ukraine. <p>All the above, hereby incorporated by reference, shall form the entire agreement between the Parties (the "Contract"), superseding the contents of any other negotiations and/or agreements, whether oral or in</p>

<p>Даний Договір вступає в силу з дня проставлення належним чином уповноваженими представниками Сторін останнього підпису на Лицьовій сторінці і припиняє свою дію в Дату завершення Договору, яка зазначена на Лицьовій сторінці. Внесення змін та/або доповнень до даного Договору можливе лише у разі оформлення належним чином уповноваженими представниками Сторін письмової угоди.</p> <p>НА ПОСВІДЧЕННЯ ЧОГО, нижчепідписані, належним чином уповноважені на це представники Сторін, підписали цю Угоду від імені Сторін у місці та в день, що вказані нижче</p>		<p>writing, pertaining to the subject of this Contract.</p> <p>This Contract shall enter into force on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties, and terminate on the Contract Ending Date indicated on the Face Sheet. This Contract may be amended only by written agreement between the duly authorized representatives of the Parties.</p> <p>IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place and on the day set forth below.</p>	
Від імені Підрядника / For the Contractor		Від імені ПРООН / For UNDP	
Підпис / Signature:		Підпис / Signature:	
Ім'я / Name:		Ім'я / Name:	
Посада / Title:		Посада / Title:	
Дата / Date:		Дата / Date:	

<p>Програма розвитку Організації Об'єднаних Націй</p> <p>ЗАГАЛЬНІ УМОВИ ДЛЯ ДОГОВОРІВ</p> <p>Цей Договір укладено між Програмою розвитку Організації Об'єднаних Націй, допоміжним органом Організації Об'єднаних Націй, заснованим Генеральною асамблеєю Організації Об'єднаних Націй (далі - «ПРООН»), з однієї сторони, та компанією/підприємством або організацією, зазначеною на Лицьовій сторінці цього Договору (далі - «Підрядник»), з іншої сторони.</p> <p>1. ПРАВОВИЙ СТАТУС СТОРІН: ПРООН та Підрядник далі іменуються як «Сторона» або, спільно «Сторони» за даним Договором, та:</p> <p>1.1 У відповідності, серед іншого, Статуту Організації Об'єднаних Націй та Конвенції про Привілеї та Імунітети Організації Об'єднаних Націй, Організація Об'єднаних Націй, включаючи її допоміжні органи, має повну правосуб'єктність та користується такими привілеями та імунітетами, які необхідні для незалежної реалізації її цілей.</p> <p>1.2 Підрядник повинен мати правовий статус незалежного підрядника по відношенню до ПРООН і</p>	<p>United Nations Development Programme</p> <p>GENERAL TERMS AND CONDITIONS FOR CONTRACTS</p> <p>This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand.</p> <p>1.LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:</p> <p>1.1 Pursuant, inter alia, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.</p>
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<p>ніщо з того, що викладено у Договорі або має до нього відношення, не може вважатись встановленням або створенням між Сторонами взаємовідносин на рівні роботодавця і робітника або принципала і агента. Посадові особи, представники, співробітники або субпідрядники кожної з Сторін не повинні у всіх відношеннях вважатись співробітниками або агентами іншої сторони, при цьому кожна Сторона буде нести особисту відповідальність за усі претензії, що витікають з або пов'язані із наймом таких фізичних або юридичних осіб.</p> <p>2. ОБОВ'ЯЗКИ ПІДРЯДНИКА:</p> <p>2.1 Підрядник повинен надати товари, зазначені у Технічному завданні на Товари (далі - «Товари»), та/або надати послуги, зазначені у Технічному завданні та Графіку платежів (далі - «Послуги»), з належною відповідальністю та ефективністю, а також у відповідності до цього Договору. Підрядник також повинен надати усю технічну та адміністративну підтримку, яка необхідна для забезпечення своєчасного та задовільного надання Товарів та/або Послуг.</p> <p>2.2 У тих випадках, коли Договір передбачає купівлю Товарів, Підрядник надає ПРООН письмовий доказ доставки Товарів. Такий доказ доставки повинен, щонайменше, включати рахунок, сертифікат/свідоцтво відповідності, а також інші товаросупроводжувальні документи, які можуть бути вказані у Технічному завданні на Товари.</p> <p>2.3 Підрядник засвідчує та гарантує достовірність усієї інформації або відомостей, які він надає ПРООН для цілей укладення цього Договору, а також якості вихідних результатів та звітів, передбачених цим Договором, з дотриманням найвищих галузевих та професійних стандартів.</p> <p>2.4 Усі строки, вказані у цьому Договорі, вважаються суттєво важливими для здійснення постачання Товарів та/або надання Послуг.</p> <p>3. ДОВГОСТРОКОВА УГОДА: Якщо ПРООН залучає Підрядника на основі довгострокової угоди («ДСУ»), що вказана на Лицьовій сторінці цього Договору, застосовуються наступні умови:</p> <p>3.1 ПРООН не надає жодних гарантій щодо замовлення будь-якої кількості Товарів та/або Послуг протягом терміну дії ДГУ.</p> <p>3.2 Будь-який структурний підрозділ ПРООН, включаючи, серед іншого, Штаб-квартиру, Національний офіс або Регіональний центр, а також будь-яка організація структури ООН, може</p>	<p>1.2 The Contractor shall have the legal status of an independent contractor vis-à-vis UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.</p> <p>2. OBLIGATIONS OF THE CONTRACTOR:</p> <p>2.1 The Contractor shall deliver the goods described in the Technical Specifications for Goods (hereinafter the “Goods”) and/or perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory delivery of the Goods and/or performance of the Services.</p> <p>2.2 To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.</p> <p>2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.</p> <p>2.4 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.</p> <p>3. LONG TERM AGREEMENT: If the Contractor is engaged by UNDP on the basis of a long-term agreement (“LTA”) as indicated in the Face Sheet of this Contract, the following conditions shall apply:</p> <p>3.1 UNDP does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.</p>
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<p>отримувати вигоду від угоди про надання послуг і замовляти у Підрядника Товари та/або Послуги за цим Договором.</p> <p>3.3 Підрядник зобов'язується надати Послуги та/або поставити Товари на умовах та у терміни, що визначені ПРООН і вказані у Замовленні на купівлю, яке регулюється положеннями та умовами цього Договору. Для уникнення сумнівів, ПРООН не набуває жодних правових зобов'язань по відношенню до Підрядника до факту та моменту випуску Замовлення на купівлю.</p> <p>3.4 Товари та/або Послуги повинні надаватись за Цінами зі знижкою, що додаються до цього Договору. Ціни залишатимуться дійсними протягом 3 років з Початкової дати, вказаної на Лицьовій сторінці цього Договору.</p> <p>3.5 У разі будь-яких вигідних технічних змін та/або зменшення цін на Товари та/або Послуги протягом дії угоди про надання послуг, Підрядник повинен негайно повідомити ПРООН про це. ПРООН, в свою чергу, оцінює вплив будь-якої такої події і може направити запит на внесення змін до угоди про надання послуг.</p> <p>3.6 Підрядник повинен кожні півроку направляти ПРООН звіт про поставлені Товари та/або надані Послуги, якщо інше не передбачено Договором. Усі звіти повинні надсилатись Контактній особі ПРООН, яка вказана на Лицьовій сторінці цього Договору, а також у структурний підрозділ ПРООН, який зробив Замовлення на Товари та/або Послуги протягом звітного періоду.</p> <p>3.7 Довгострокова угода залишається чинною протягом максимального періоду 2 років і може бути подовжена ПРООН ще на один рік за взаємною згодою Сторін.</p> <p>4. ЦІНА ТА ОПЛАТА:</p> <p>4.1 ТВЕРДА (ФІКСОВАНА) ЦІНА: Якщо у відповідності до Лицьової сторінки цього Договору у якості способу оплати вибрана Фіксована ціна, то ПРООН, у якості повного розрахунку за вичерпне і задовільне надання Товарів та/або Послуг, повинна сплатити Підряднику фіксовану суму, зазначену на Лицьовій сторінці цього Договору.</p> <p>4.1.1 Зазначена на Лицьовій сторінці цього Договору сума не підлягає будь-яким коригуванням або перегляду у зв'язку з валютними коливаннями або коливаннями цін, чи у зв'язку з фактичними витратами, які Підрядник поніс при виконанні Договору.</p>	<p>3.2 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Goods and/or Services from the Contractor hereunder.</p> <p>3.3 The Contractor shall provide the Services and/or deliver the Goods, as and when requested by UNDP and reflected in a Purchase Order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a Purchase Order is issued.</p> <p>3.4 The Goods and/or Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.</p> <p>3.5 In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.</p> <p>3.6 The Contractor shall report semi-annually to UNDP on the Goods delivered and/or Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a Purchase Order for the Goods and/or Services during the reporting period.</p> <p>3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.</p> <p>4.PRICE AND PAYMENT:</p> <p>4.1 FIXED PRICE: If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.</p> <p>4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.</p> <p>4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of</p>
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<p>4.1.2 ПРООН здійснює платежі Підряднику у таких сумах та за таким графіком, що визначені у Технічному завданні та Графіку платежів, після завершення Підрядником відповідної одиниці (одиниць) постачання та після прийняття ПРООН оригінальних рахунків, надісланих Підрядником Контактній особі ПРООН, зазначеній на Лицьовій сторінці цього Договору, разом із усією іншою супроводжувальною документацією, яку може вимагати ПРООН:</p> <p>4.1.3 В рахунках повинні зазначатись завершені одиниці постачання та відповідні суми, що мають бути сплачені.</p> <p>4.1.4 Платежі, вчинені ПРООН Підряднику, не звільняють Підрядника від його зобов'язань за цим Договором і не можуть вважатись прийняттям ПРООН Товарів та/або Послуг, які постачає/надає Підрядник.</p> <p>4.2 ВІДШКОДУВАННЯ ВИТРАТ: Якщо у відповідності до Лицьової сторінки цього Договору у якості способу оплати вибрано варіант Відшкодування витрат, то ПРООН, у якості повного розрахунку за вичерпне і задовільне надання Товарів та/або Послуг, повинна сплатити Підряднику суму, яка не перевищує загальну суму, зазначену на Лицьовій сторінці цього Договору.</p> <p>4.2.1 Зазначена сума є максимальною загальною сумою відшкодування витрат за цим Договором. Деталізація витрат, що викладена у зазначеній на Лицьовій сторінці цього Договору Фінансовій пропозиції, повинна вказувати максимальний розмір кожної категорії витрат, які підлягають відшкодуванню за цим Договором. Підрядник у своїх рахунках або фінансових звітах (в залежності від того, що вимагає ПРООН) повинен вказати суму фактичних відшкодовуваних витрат, які він поніс при постачанні Товарів та/або наданні Послуг.</p> <p>4.2.2 Підрядник не може, без попереднього письмового дозволу Контактної особи ПРООН, надавати Послуги та/або постачати Товари або обладнання, матеріали та інші товарно-матеріальні цінності (ТМЦ), які можуть призвести до виникнення витрат, розмір яких перевищує суму, вказану на Лицьовій сторінці цього Договору, або максимальний розмір кожної категорії витрат, зазначений у деталізації витрат у Фінансовій пропозиції.</p> <p>4.2.3 Підрядник повинен надіслати оригінальні рахунки або фінансові звіти (в залежності від того, що вимагає ПРООН) стосовно Товарів, наданих у відповідності до Технічного завдання на Товари, та</p>	<p>Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:</p> <p>4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.</p> <p>4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or provision of the Services.</p> <p>4.2 COST REIMBURSEMENT: If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.</p> <p>4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the delivery of the Goods and/or the provision of the Services.</p> <p>4.2.2 The Contractor shall not provide the Services and/or deliver the Goods or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.</p> <p>4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Goods delivered in accordance with the Technical Specifications for Goods and/or the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting</p>
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<p>Послуг, наданих у відповідності до графіку, викладеного у Технічному завданні та Графіку платежів. В таких рахунках або фінансових звітах повинна зазначатись завершена одиниця(-і) постачання та відповідна сума(-а), що підлягає оплаті. Такі рахунки або фінансові звіти необхідно направляти Контактній особі ПРООН разом з усією іншою супроводжувальною документацією стосовно фактично понесених витрат, яка вимагається у відповідності до Фінансової пропозиції або яку може потребувати ПРООН.</p> <p>4.2.4 ПРООН здійснює платежі на користь Підрядника після завершення Підрядником відповідної одиниці (одиниць) постачання, вказаної у оригінальних рахунках або фінансових звітах (в залежності від того, що вимагає ПРООН), та після прийняття ПРООН таких рахунків або фінансових звітів. Такі платежі регулюються певними умовами відшкодування, які визначені у деталізації витрат, що міститься у Фінансовій пропозиції.</p> <p>4.2.5 Платежі, вчинені ПРООН Підряднику, не звільняють Підрядника від його зобов'язань за цим Договором і не можуть вважатись прийняттям ПРООН Товарів та/або Послуг, які постачає/надає Підрядник.</p> <p>5. ПЕРЕДПЛАТА:</p> <p>5.1 Якщо, у відповідності до Лицьової сторінки цього Договору, Підряднику належить передплата (авансовий платіж), Підрядник повинен надати оригінальний рахунок на суму такого авансового платежу після підпису цього Договору Сторонами.</p> <p>5.2 Якщо авансовий платіж складає 20 або більше відсотків загальної вартості договору, або становить 30 тис. дол. США або більше, і повинен бути здійснений ПРООН після підпису Договору Сторонами, умовою для здійснення такого платежу буде отримання і приймання ПРООН банківської гарантії або підтвердженого банком чеку на повну суму авансового платежу, які дійсні протягом усього періоду дії Договору і оформлені за формою, прийнятною для ПРООН.</p> <p>6. НАДАННЯ РАХУНКІВ ТА ЗВІТІВ:</p> <p>6.1 Усі оригінальні рахунки, фінансові та інші звіти, і супровідні документи, які необхідні у відповідності до цього Договору, повинні надсилатись Підрядником Контактній особі ПРООН поштою. На прохання Підрядника та у разі схвалення ПРООН рахунки та фінансові звіти можуть надсилатись ПРООН факсимільним зв'язком або</p>	<p>documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.</p> <p>4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.</p> <p>4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or performance of the Services.</p> <p>5. ADVANCE PAYMENT:</p> <p>5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.</p> <p>5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.</p> <p>6. SUBMISSION OF INVOICES AND REPORTS:</p> <p>6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.</p> <p>6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.</p> <p>7. TIME AND MANNER OF PAYMENT:</p>
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електронною поштою.

6.2 Усі звіти та рахунки Підрядник повинен направляти Контактній особі ПРООН, що зазначена на Лицьовій сторінці цього Договору.

7. ТЕРМІН ТА СПОСІБ ОПЛАТИ:

7.1 Рахунки повинні оплачуватись протягом 30 (тридцяти) днів з моменту їх прийняття ПРООН. ПРООН буде робити все можливе для прийняття оригінального рахунку або для інформування Підрядника про його неприйняття протягом розумного проміжку часу після отримання такого рахунку.

7.2 Якщо повинні надаватись Послуги, то, на додаток до рахунку, Підрядник має надати ПРООН звіт, у якому детально описуються Послуги, що надавались за Договором протягом періоду часу, охопленого кожним звітом.

8. ВІДПОВІДАЛЬНІСТЬ ЗА СПІВРОБІТНИКІВ: У тих випадках, коли Договір передбачає надання ПРООН Послуг посадовими особами, співробітниками, агентами, службовцями, субпідрядниками та іншими представниками Підрядника (разом - «персонал Підрядника»), застосовуються наступні положення:

8.1 Підрядник відповідає та приймає на себе усі ризики та відповідальність, що пов'язані з його персоналом та майном.

8.2 Підрядник відповідає за професійну та технічну компетентність свого персоналу, якому він доручає виконувати роботи за Договором, і буде обирати надійних та компетентних осіб, які здатні ефективно виконувати зобов'язання за Договором і які при виконанні таких зобов'язань дотримуються місцевого законодавства та правил і відповідають високим стандартам морально-етичної поведінки.

8.3 Такий персонал Підрядника має бути кваліфікованим з професійної точки зору і, у разі необхідності роботи з посадовими особами або персоналом ПРООН, має бути здатним робити це ефективно. Кваліфікація будь-якого персоналу, якому Підрядник може доручити або запропонувати виконання будь-яких зобов'язань за Договором, повинна бути не гіршою, або кращою, ніж кваліфікація будь-якого персоналу, запропонованого Підрядником з самого початку.

8.4 На вибір та на виключний розсуд ПРООН:

8.4.1 ПРООН має право перевіряти кваліфікацію персоналу, запропонованого Підрядником (напр. резюме), до початку виконання таким персоналом будь-яких обов'язків за Договором;

8.4.2 кваліфікований персонал або посадові особи

7.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report.

8. 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:

8.1 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.

8.2 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

8.3 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

8.4 At the option of and in the sole discretion of UNDP:

8.4.1 the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by UNDP prior to such personnel's performing any obligations under the Contract;

8.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be

<p>ПРООН мають право проводити співбесіди з будь-яким персоналом, запропонованим Підрядником для виконання обов'язків за Договором, до початку виконання таким персоналом будь-яких обов'язків за Договором; та</p> <p>8.4.3 у випадках, коли у відповідності до Статті 8.4.1 або 8.4.2 вище ПРООН перевірила кваліфікацію такого персоналу Підрядника, ПРООН має право обґрунтовано відхилити будь-який такий персонал.</p> <p>8.5 Вимоги, наведені у Договорі стосовно кількості або кваліфікації персоналу Підрядника, можуть змінюватись в ході виконання Договору. Будь-які такі зміни повинні вноситись лише після направлення письмового повідомлення про запропоновані зміни та після письмового узгодження Сторонами таких змін, при цьому застосовуються наступні положення:</p> <p>8.5.1 ПРООН має право у будь-який час попросити у письмовому вигляді відкликати або замінити будь-кого з персоналу Підрядника, а Підрядник у такому разі не повинен необґрунтовано відхиляти таке прохання.</p> <p>8.5.2 Ніхто з персоналу Підрядника, якому доручено виконувати обов'язки за Договором, не може бути відкликаний або замінений без попередньої письмової згоди ПРООН, при цьому ПРООН не може необґрунтовано затримувати з наданням такої згоди.</p> <p>8.5.3 Відкликання або заміна персоналу Підрядника повинна здійснюватися якомога швидше і таким чином, щоб це не мало негативних наслідків на виконання зобов'язань за Договором.</p> <p>8.5.4 Усі витрати, пов'язані з відкликанням або заміною персоналу Підрядника, у будь-якому разі несе виключно Підрядник.</p> <p>8.5.5 Жодне прохання ПРООН відкликати або замінити персонал Підрядника не повинне вважатись припиненням, повним або частковим, дії Договору, при цьому ПРООН не несе жодної відповідальності по відношенню до такого відкликаного або заміненого персоналу.</p> <p>8.5.6 Якщо прохання відкликати або замінити персонал Підрядника не ґрунтується на невиконанні або неспроможності виконання Підрядником своїх зобов'язань за Договором, неналежному виконанні обов'язків персоналом, або на неспроможності такого персоналу коректно працювати з посадовими особами та персоналом ПРООН, у такому разі, внаслідок такого прохання відкликати або замінити персонал Підрядника, Підрядник не буде нести відповідальності за будь-які затримки при виконанні</p>	<p>interviewed by qualified staff or officials of UNDP prior to such personnel's performing any obligations under the Contract; and,</p> <p>8.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP may reasonably refuse to accept any such personnel.</p> <p>8.5 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:</p> <p>8.5.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.</p> <p>8.5.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.</p> <p>8.5.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.</p> <p>8.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.</p> <p>8.5.5 Any request by UNDP for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.</p> <p>8.5.6 If a request for the withdrawal or replacement of the Contractor's personnel is not based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.</p>
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<p>ним своїх зобов'язань за Договором, які, головним чином, стали результатом відкликання або заміни такого персоналу.</p> <p>8.6 Ніщо у викладених вище Статтях 8.3, 8.4 та 8.5 не вважається таким, що створює для ПРООН будь-які зобов'язання по відношенню до персоналу Підрядника, якому доручено виконання робіт за Договором, при цьому виключну відповідальність за такий персонал буде продовжувати нести Підрядник.</p> <p>8.7 Підрядник відповідає за те, що увесь персонал, якому Підрядник доручив виконання будь-яких зобов'язань за Договором і який може мати доступ до будь-яких приміщень чи іншого майна ПРООН, повинен:</p> <p>8.7.1 пройти перевірку на благонадійність або відповідати вимогам такої перевірки, про які ПРООН повідомила Підрядника, включаючи, серед іншого, перевірку на наявність попередніх судимостей;</p> <p>8.7.2 при перебуванні на території приміщень або майна ПРООН пред'являти такі ідентифікаційні документи, які можуть бути схвалені та надані посадовими особами служби безпеки ПРООН, при цьому у разі відкликання або заміни будь-якого персоналу, або при припиненні або завершенні дії Договору, такий персонал повинен повернути ПРООН усі такі ідентифікаційні документи для їх анулювання.</p> <p>8.8 Протягом 1 (одного) робочого дня з моменту отримання інформації про те, що правоохоронні органи звинуватили будь-кого з персоналу Підрядника, у якого є доступ до будь-яких приміщень ПРООН, у вчиненні правопорушення, крім незначних порушень правил дорожнього руху, Підрядник повинен у письмовому вигляді повідомити ПРООН про відомі на той момент подробиці обвинувачення, а також продовжувати інформувати ПРООН про усі суттєві зміни у вирішенні таких обвинувачень.</p> <p>8.9 Уся діяльність Підрядника, в тому числі зберігання обладнання, матеріалів, ТМЦ та запчастин, на території приміщень або майна ПРООН повинна обмежуватись узгодженими або дозволеними ПРООН ділянками. Персонал Підрядника не повинен заходити або перетинати будь-які ділянки на території приміщень або майна ПРООН, а також не повинен зберігати або утилізувати будь-яке своє обладнання або матеріали на таких ділянках, без відповідного дозволу ПРООН.</p> <p>8.10 Підрядник повинен (i) розробити та ввести в дію відповідний план безпеки із врахуванням</p>	<p>8.6 Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.</p> <p>8.7 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:</p> <p>8.7.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;</p> <p>8.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.</p> <p>8.8 Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.</p> <p>8.9 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.</p> <p>8.10 The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.</p>
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<p>безпекової обстановки у країні надання Послуг; та (ii) прийняти на себе усі ризики та відповідальність у зв'язку з безпекою Підрядника та з повною реалізацією плану безпеки.</p> <p>8.11 ПРООН залишає за собою право перевіряти наявність такого плану та пропонувати зміни до нього у разі необхідності. Відсутність відповідного плану безпеки, що вимагається за цим документом, а також його невиконання буде вважатись порушенням умов цього договору. Незважаючи на вищевказане, Підрядник буде продовжувати нести відповідальність за безпеку свого персоналу та майна ПРООН, яке знаходиться у нього на зберіганні, відповідно до пункту 8.10 вище.</p> <p>9. ПЕРЕДАЧА ТА ВІДСТУПЛЕННЯ ПРАВ:</p> <p>9.1 За винятком вказаних у Статті 9.2 нижче випадків Підрядник може відступати, передавати, віддавати у заставу або будь-яким іншим чином розпоряджатись Договором, будь-якою його частиною, або будь-яким правом, претензією чи зобов'язанням за Договором лише за умови попереднього письмового дозволу ПРООН. Будь-яке таке відступлення, передача, віддання у заставу або розпорядження Договором, будь-якою його частиною, будь-якими правами, претензіями або зобов'язаннями за ним, або будь-яка спроба такого розпорядження, не матиме юридичної сили для ПРООН. За винятком випадків, коли це стосується певних схвалених субпідрядників, Підрядник може передавати будь-які свої зобов'язання за цим Договором лише за умови попереднього письмового дозволу ПРООН. Будь-яка така передача або будь-яка спроба такої передачі не матиме юридичної сили для ПРООН.</p> <p>9.2 Підрядник має право відступати або іншим чином передавати Договір суб'єкту- правонаступнику, який з'явився в результаті реорганізації підприємства Підрядника, за умови, що:</p> <p>9.2.1 така реорганізація не є результатом провадження з питань банкрутства, ліквідації або інших подібних проваджень; та</p> <p>9.2.2 така реорганізація виникає в результаті продажу, злиття або поглинання усіх або суттєвої частини активів або прав власності Підрядника; та</p> <p>9.2.3 Підрядник невідкладно інформує ПРООН про таке відступлення або передачу за першої ж можливості; та</p> <p>9.2.4 особа-реципієнт такого відступлення або передачі у письмовому вигляді погоджується дотримуватись умов та положень Договору, при</p>	<p>8.11 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 8.10 above.</p> <p>9.ASSIGNMENT:</p> <p>9.1 Except as provided in Article 9.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.</p> <p>9.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, provided that:</p> <p>9.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and,</p> <p>9.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; and,</p> <p>9.2.3 the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; and,</p> <p>9.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNDP following the assignment or transfer.</p> <p>10.SUBCONTRACTING: In the event that the Contractor</p>
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цьому така письмова згода повинна бути невідкладно надана ПРООН одразу після такого відступлення або передачі.

10. ЗАЛУЧЕННЯ СУБПІДРЯДНИКІВ: Якщо Підряднику необхідні послуги субпідрядників для виконання будь-яких зобов'язань за Договором, Підрядник повинен отримати попередню письмову згоду ПРООН. ПРООН має право, на власний розсуд, перевіряти кваліфікацію будь-яких субпідрядників та відхиляти будь-якого запропонованого субпідрядника, якого ПРООН обґрунтовано вважає некваліфікованим для виконання зобов'язань за Договором. ПРООН має право вимагати, щоб будь-який субпідрядник покинув приміщення ПРООН, без надання жодних пояснень такої вимоги. Будь-яке таке відхилення або будь-яка така вимога не повинні самі по собі давати Підряднику право вимагати будь-якої відстрочки виконання, або заявляти будь-які виправдання невиконання, будь-якого з його зобов'язань за Договором, при цьому Підрядник несе виключну відповідальність за усі послуги та зобов'язання, які надаються та виконуються його субпідрядниками. Умови будь-якого субпідряду повинні регулюватись та тлумачитись у повній відповідності до усіх положень та умов Договору.

11. ПРИДБАННЯ ТОВАРІВ: У разі, якщо увесь Договір або будь-яка його частина передбачає будь-яке придбання Товарів та якщо інше конкретно не вказано у ньому, до таких покупок за Договором застосовуються наступні умови:

11.1 ДОСТАВКА ТОВАРІВ: Підрядник повинен передати або надати Товари, а ПРООН повинна отримати Товари, у місці, визначеному для доставки Товарів, та у строк, визначений Договором для доставки Товарів. Підрядник повинен надати ПРООН таку товаросупровідну документацію (включаючи, серед іншого, товарно-транспортні накладні, вантажні авіанакладні, та комерційні рахунки), яка вказана у Договорі або, у інших випадках, яка зазвичай використовується у торгівлі. Усі керівництва, інструкції, зразки та інша інформація, що стосується Товарів, повинна бути виконана на англійській мові, якщо інше не передбачається Договором. Якщо Договір не передбачає іншого (включаючи, серед іншого, будь-які «Інкотермс» або подібні комерційні умови), то увесь ризик втрати, пошкодження або знищення Товарів буде нести виключно Підрядник до моменту фізичної доставки Товарів ПРООН у відповідності до умов Договору.

requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

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

<p>Доставка Товарів сама по собі не вважається прийняттям Товарів ПРООН.</p> <p>11.2 ОГЛЯД (ПЕРЕВІРКА) ТОВАРІВ: Якщо Договір передбачає, що Товари підлягають огляду (перевірці) до їх доставки, Підрядник повинен повідомити ПРООН, коли Товари будуть готовими для огляду (перевірки) перед доставкою. Незважаючи на будь-який огляд (перевірку) перед доставкою, ПРООН або її компетентні агенти-інспектори можуть також перевіряти Товари після доставки для того, щоб переконатись у відповідності Товарів застосовним технічним вимогам або іншим вимогам Договору. Усі розумні можливості та підтримка, включаючи, серед іншого, доступ до креслень та виробничих даних, повинні надаватись ПРООН або її компетентним агентам-інспекторам безкоштовно. Ні проведення будь-яких перевірок Товарів, ні не проведення таких перевірок не звільняє Підрядника від будь-якої з його гарантій або від виконання ним будь-яких зобов'язань за Договором.</p> <p>11.3 ПАКУВАННЯ ТОВАРІВ: Підрядник повинен упакувати Товари для доставки у відповідності до найвищих стандартів експортної упаковки відповідно до типу, кількості та способу транспортування Товарів. Товари необхідно пакувати та маркувати належним чином у відповідності до вказівок, наведених у Договорі, або, у інших випадках, як це зазвичай робиться у торгівлі, та у відповідності до будь-яких вимог застосовного законодавства або до вимог перевізників та виробників Товарів. На упаковці повинні бути вказані, зокрема, номер Договору або Замовлення на купівлю, уся інша ідентифікаційна інформація, надана ПРООН, а також така інша інформація, яка необхідна для коректної обробки та безпечної доставки Товарів. Якщо інше не вказано у Договорі, Підрядник не має права на повернення пакувальних матеріалів.</p> <p>11.4 ТРАНСПОРТУВАННЯ ТА ФРАХТ: Якщо Договір не передбачає іншого (включаючи, серед іншого, будь-які «Інкотермс» або подібні комерційні умови), Підрядник буде нести виключну відповідальність за проведення усієї організаційної роботи стосовно транспортування та за оплату фрахту і страхових витрат за перевезення та доставку Товарів у відповідності до вимог Договору. Підрядник повинен забезпечити своєчасне отримання ПРООН усіх необхідних транспортних документів для того, щоб ПРООН змогла прийняти доставку Товарів у відповідності до вимог Договору.</p> <p>11.5 ГАРАНТІЇ: Якщо інше не вказано у Договорі, то на додаток до і не обмежуючи дію будь-яких</p>	<p>Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.</p> <p>11.3 PACKAGING OF THE GOODS: The Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the Goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.</p> <p>11.4 TRANSPORTATION & 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.</p> <p>11.5 WARRANTIES: Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under the Contract, the Contractor warrants and represents that:</p> <p>11.5.1 The Goods, including all packaging and packing thereof, conform to the technical specifications, are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in</p>
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<p>інших гарантій, засобів правового захисту та прав ПРООН, які вказані або виникають у зв'язку з Договором, Підрядник гарантує і засвідчує, що:</p> <p>11.5.1 Товари, включаючи всю упаковку та пакування, відповідають технічним умовам, є придатними для тих цілей, для яких ці Товари звичайно використовуються, та для будь-яких цілей, які чітко визначені у письмовому вигляді у Договорі, є однорідної якості і не містять будь-яких конструктивних, матеріальних та виробничих помилок та дефектів;</p> <p>11.5.2 Якщо Підрядник не є оригінальним виробником Товарів, Підрядник повинен дозволити ПРООН скористатись перевагами гарантій усіх виробників на додаток до усіх інших гарантій, надання яких вимагається Договором;</p> <p>11.5.3 Якість, кількість та опис Товарів відповідають вимогам Договору, включаючи прибуття Товарів до місця призначення, де на них починають діяти характерні для цього місця умови;</p> <p>11.5.4 Стосовно Товарів відсутні будь-які права вимоги з боку будь-якої третьої сторони, включаючи претензії про порушення будь-яких прав інтелектуальної власності, включаючи, серед іншого, патенти, авторські права та комерційні таємниці;</p> <p>11.5.5 Товари є новими і раніше не використовувались;</p> <p>11.5.6 Усі гарантії залишаються чинними після будь-якої доставки Товарів і будуть такими протягом як мінімум 1 (одного) року з моменту прийняття Товарів ПРООН у відповідності до Договору;</p> <p>11.5.7 Протягом будь-якого періоду, на протязі якого гарантії Підрядника є чинними, у разі направлення ПРООН повідомлення про невідповідність Товарів вимогам Договору Підрядник повинен невідкладно і за власні кошти усунути таку невідповідність або, у разі неспроможності зробити це, замінити дефектні Товари на Товари такої ж або вищої якості, або, за власний рахунок відкликати дефектні Товари і повністю відшкодувати ПРООН всю суму, яку ПРООН сплатила при покупці дефектних Товарів; та</p> <p>11.5.8 Підрядник продовжить задовольняти потреби ПРООН у будь-яких послугах, які можуть знадобитись у зв'язку з будь-якими гарантіями Підрядника за Договором.</p> <p>11.6 ПРИЙНЯТТЯ ТОВАРІВ: ПРООН в жодному разі не повинна бути зобов'язана прийняти будь-які Товари, що не відповідають умовам або вимогам Договору. ПРООН може поставити у якості умови для прийняття Товарів вимогу успішного завершення</p>	<p>writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;</p> <p>11.5.2 If the Contractor is not the original manufacturer of the Goods, the Contractor shall provide UNDP with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;</p> <p>11.5.3 The Goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;</p> <p>11.5.4 The Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;</p> <p>11.5.5 The Goods are new and unused;</p> <p>11.5.6 All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNDP in accordance with the Contract;</p> <p>11.5.7 During any period in which the Contractor's warranties are effective, upon notice by UNDP that the Goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully reimburse UNDP for the purchase price paid for the defective Goods; and,</p> <p>11.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor's warranties under the Contract.</p> <p>11.6 ACCEPTANCE OF GOODS: Under no circumstances shall UNDP be required to accept any Goods that do not conform to the specifications or requirements of the Contract. UNDP may condition its acceptance of the Goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNDP be obligated to accept any Goods unless and until UNDP has had a reasonable opportunity to inspect the Goods following delivery. If the Contract specifies that UNDP shall provide a written acceptance of the Goods, the Goods shall not be deemed accepted unless and until</p>
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<p>приймальних випробувань, які можуть бути зазначені у Договорі або іншим чином узгоджені Сторонами у письмовому вигляді. ПРООН в жодному разі не повинна бути зобов'язана прийняти будь-які Товари до тих пір, поки у ПРООН не буде розумної можливості провести перевірку Товарів після їх доставки. Якщо Договором передбачено, що ПРООН має надати письмове підтвердження про приймання Товарів, Товари не будуть вважатись прийнятими до тих пір, поки ПРООН фактично не надасть такого письмового підтвердження. Ні за яких обставин факт вчинення платежу ПРООН сам по собі не буде вважатись прийняттям Товарів.</p> <p>11.7 ВІДХИЛЕННЯ ТОВАРІВ: Незважаючи на будь-які інші права або засоби правового захисту, що доступні ПРООН за Договором, у разі, якщо будь-які Товари є дефектними або іншим чином не відповідають технічним або іншим вимогам Договору, ПРООН, на власний вибір, може відхилити Товари або відмовитись приймати їх, а Підрядник, протягом 30 (тридцяти) днів після отримання від ПРООН повідомлення про таке відхилення Товарів або відмову від їх прийняття, повинен, на виключний вибір ПРООН:</p> <p>11.7.1 повністю повернути ПРООН вартість Товарів після їх повернення або повернути ПРООН часткову вартість Товарів після повернення їх частини; або</p> <p>11.7.2 виправити Товари таким чином, щоб вони почали відповідати технічним або іншим вимогам Договору; або</p> <p>11.7.3 замінити Товари Товарами рівноцінної або вищої якості; та</p> <p>11.7.4 оплатити усі витрати, що пов'язані з виправленням або поверненням дефектних Товарів, а також витрати на зберігання будь-яких таких дефектних Товарів та на доставку будь-яких замінних Товарів до ПРООН.</p> <p>11.8 У тому разі, коли ПРООН вирішує повернути будь-який з Товарів з причин, зазначених у Статті 11.7 вище, ПРООН може придбати Товари з іншого джерела або у іншого постачальника. На додаток до будь-яких інших прав або засобів правового захисту, доступних ПРООН за Договором, включаючи, серед іншого, право припинити дію Договору, Підрядник повинен нести відповідальність за будь-які додаткові витрати понад узгоджену вартість Договору, які є результатом будь-якої такої закупки, включаючи, серед іншого, витрати на участь у процедурі такої закупки, а ПРООН має право на отримання від Підрядника компенсації будь-яких розумних витрат,</p>	<p>UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the Goods.</p> <p>11.7 REJECTION OF GOODS: Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept the Goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNDP:</p> <p>11.7.1 provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; or,</p> <p>11.7.2 repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; or,</p> <p>11.7.3 replace the Goods with Goods of equal or better quality; and,</p> <p>11.7.4 pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP.</p> <p>11.8 In the event that UNDP elects to return any of the Goods for the reasons specified in Article 11.7, above, UNDP may procure the Goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, inter alia, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor's account.</p> <p>11.9 TITLE: The Contractor warrants and represents that the Goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Contractor to UNDP upon delivery of the Goods and their acceptance by UNDP in accordance with the requirements of the Contract.</p>
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які ПРООН понесла у зв'язку зі зберіганням Товарів для Підрядника.

11.9 ПРАВО ВЛАСНОСТІ: Підрядник засвідчує та гарантує, що Товари, які доставляються за Договором, не обтяжені правом власності або іншими майновими правами будь-яких третіх осіб, включаючи, серед іншого, будь-які права застави чи забезпечувальні права. Якщо інше явно не вказано у Договорі, право власності на Товари переходить від Підрядника до ПРООН після доставки Товарів та їх прийняття ПРООН у відповідності до вимог Договору.

11.10 ЕКСПОРТНІ ЛІЦЕНЗІЇ: Підрядник несе відповідальність за отримання будь-яких експортних ліцензій по відношенню до Товарів, виробів або технологій, включаючи програмне забезпечення, що продаються, доставляються, ліцензуються або іншим чином надаються ПРООН за Договором. Підрядник повинен отримати усі такі експортні ліцензії у оперативному режимі. Відповідно до та без жодної відмови від привілеїв та імунітетів ПРООН, ПРООН повинна надавати Підряднику усю розумну підтримку, яка необхідна для отримання будь-якої такої експортної ліцензії. У тому разі, коли будь-який державний орган відмовляє, затримує або перешкоджає Підряднику отримати будь-яку таку експортну ліцензію, Підрядник повинен негайно звернутись до ПРООН з тим, щоб ПРООН змогла вжити відповідних заходів для вирішення такого питання.

12. ЗВІЛЬНЕННЯ ВІД ЗБИТКІВ:

12.1 Підрядник зобов'язаний гарантувати відшкодування збитків, убезпечити та захистити за свій рахунок ПРООН, її посадових осіб, агентів та співробітників від будь-якого роду позовів, претензій, вимог та відповідальності будь-якого роду, в тому числі судових витрат, витрат на адвокатів, платежів з відшкодування шкоди, які ґрунтуються, виникають в результаті або у зв'язку з:

12.1.1 твердженнями або претензіями стосовно того, що використання ПРООН будь-яких запатентованих пристроїв або матеріалів, захищених авторським правом, або будь-яких інших товарів, майна або послуг, наданих або ліцензованих ПРООН у відповідності до умов Договору, частково або повністю, окремо або в поєднанні, передбачене опублікованими Підрядником технічними умовами на такі пристрої та ін., або іншим чином схвалене певним чином Підрядником, є порушенням будь-якого патенту, авторського права, товарного знаку або іншого права інтелектуальної власності будь-якої третьої сторони; або

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.

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,

<p>12.1.2 будь-якими діями або упущеннями Підрядника, або будь-якого його субпідрядника, або будь-якої іншої особи прямо або опосередковано найнятої ними при виконанні Договору, що призвело до виникнення правової відповідальності перед особою, яка не є стороною Договору, включаючи, серед іншого, вимоги та зобов'язання у вигляді вимог про компенсацію працівникам.</p> <p>12.2 Звільнення від збитків, викладені у Статті 12.1.1 вище, не застосовуються до наступного:</p> <p>12.2.1 Будь-яка претензія про порушення прав, що виникає в результаті дотримання Підрядником певних письмових інструкцій ПРООН щодо внесення змін в характеристики товарів, майна, обладнання або інших ТМЦ, або щодо способу виконання Договору, або які вимагають використання характеристик, що зазвичай не використовуються Підрядником; або</p> <p>12.2.2 Будь-яка претензія про порушення прав, що виникає в результаті доповнень або змін у будь-яких товарах, майні, матеріалах, обладнанні, інших ТМЦ або будь-яких їх компонентів, що постачаються за Договором, у тому разі, коли такі зміни зробила ПРООН або інша сторона, які діяла за дорученням ПРООН.</p> <p>12.3 На додаток до викладених у даній Статті 12 зобов'язань щодо звільнення від збитків Підрядник зобов'язаний за власний рахунок захищати ПРООН та її посадових осіб, агентів та співробітників, у відповідності до цієї Статті 12, незалежно від того, призвели такі позови, претензії та вимоги до будь-яких збитків або відповідальності чи ні.</p> <p>12.4 ПРООН повинна проконсультувати Підрядника щодо будь-яких таких позовів, претензій, вимог, збитків або відповідальності в межах розумного періоду часу після отримання нею фактичного повідомлення про такі події. Підрядник бере на себе всю повноту контролю над захистом за будь-яким таким позовом, претензією або вимогою та над усіма переговорами у зв'язку з їх улагодженням або вирішенням, за винятком тих випадків, які стосуються заявлення або захисту привілеїв та імунітетів ПРООН або будь-яких пов'язаних з цим питань, заявляти та захищати які має право лише ПРООН. ПРООН має право за власний рахунок та на свій розсуд обрати незалежного юридичного консультанта для представлення ПРООН у будь-яких таких позовах, претензіях або вимогах.</p> <p>12.5 У разі, коли використання ПРООН будь-яких Товарів, майна або Послуг, які надані або ліцензовані</p>	<p>shall not apply to:</p> <p>12.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; or</p> <p>12.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.</p> <p>12.3 In addition to the indemnity obligations set forth in this Article 12, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 12, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.</p> <p>12.4 UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.</p> <p>12.5 In the event the use by UNDP of any Goods, property or Services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:</p> <p>12.5.1 procure for UNDP the unrestricted right to</p>
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<p>ПРООН Підрядником, цілком або окремо, у будь-якому позові або провадженні заборонено з будь-яких причин, тимчасово або постійно, або вважається таким, що порушує будь-яке патентне або авторське право, право на використання товарного знаку або будь-яке інше право інтелектуальної власності, або, у разі вирішення шляхом мирової угоди, заборонено, обмежено або іншим чином ускладнено, Підрядник за власний рахунок повинен, невідкладно, вчинити будь-що з наступного:</p> <p>12.5.1 придбати для ПРООН необмежене право на продовження використання таких Товарів та Послуг, наданих ПРООН;</p> <p>12.5.2 повністю або частково замінити або змінити Товари та/або Послуги, надані ПРООН, на еквівалентні або кращі Товари та/або Послуги або їх частину, що не порушують такі права; або</p> <p>12.5.3 повернути ПРООН повну вартість, сплачену ПРООН за право на володіння або використання таких Товарів, майна, Послуг або їх частини.</p> <p>13. СТРАХУВАННЯ ТА ВІДПОВІДАЛЬНІСТЬ:</p> <p>13.1 Підрядник повинен оперативного компенсувати ПРООН будь-які збитки, знищення або пошкодження майна ПРООН, що сталося з вини персоналу Підрядника або будь-якого з його субпідрядників, або будь-якої іншої особи, прямо або опосередковано найнятої Підрядником або будь-яким з його субпідрядників в ході виконання Договору.</p> <p>13.2 Якщо інше не вказано у Договорі, то до початку виконання будь-яких інших зобов'язань за Договором і у відповідності до будь-яких обмежень, зазначених у Договорі, Підрядник повинен забезпечити на період дії Договору, а також на період продовження його терміну дії, а також на будь-який обґрунтовано необхідний для вирішення питання збитків період після будь-якого припинення дії Договору:</p> <p>13.2.1 страхування від усіх ризиків по відношенню до майна Підрядника та будь-якого обладнання, що використовується для виконання Договору;</p> <p>13.2.2 страхування компенсації працівникам або його еквівалент, або страхування відповідальності роботодавця або його еквівалент, по відношенню до персоналу Підрядника, при цьому таке страхування має бути достатнім для покриття усіх позовів стосовно травм, загибелі та втрати працездатності або покриття будь-яких інших компенсацій, які необхідно виплатити за законом, у зв'язку з</p>	<p>continue using such Goods or Services provided to UNDP;</p> <p>12.5.2 replace or modify the Goods and/or or Services provided to UNDP, or part thereof, with the equivalent or better Goods and/or Services, or part thereof, that is non-infringing; or,</p> <p>12.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such Goods, property or Services, or part thereof.</p> <p>13.INSURANCE AND LIABILITY:</p> <p>13.1 The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.</p> <p>13.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:</p> <p>13.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;</p> <p>13.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;</p> <p>13.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or</p>
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<p>виконанням Договору;</p> <p>13.2.3 страхування відповідальності відповідного розміру для покриття усіх позовів, в тому числі позовів стосовно загибелі та тілесних травм, відповідальності за якість випускаємої продукції, відповідальності підрядника у разі тілесних пошкоджень або шкоди третім особам внаслідок завершених робіт, особистої шкоди та шкоди, спричиненої при рекламуванні, які виникають в результаті або у зв'язку з виконанням Підрядником своїх обов'язків за Договором, включаючи, серед іншого, відповідальність, що виникає в результаті або у зв'язку з діями або бездіяльністю Підрядника, його персоналу, агентів або запрошених постачальників, чи з використанням під час виконання Договору будь-яких транспортних засобів, човнів, повітряних суден чи інших транспортних засобів та обладнання, незалежно від того, належать вони Підряднику чи ні; та</p> <p>13.2.4 таке інше страхування, яке ПРООН та Підрядник можуть узгодити у письмовому вигляді.</p> <p>13.3 Поліси страхування відповідальності Підрядника повинні також покривати субпідрядників та усі витрати на захист і включати стандартне положення про «взаємну відповідальність сторін».</p> <p>13.4 Підрядник усвідомлює та погоджується, що ПРООН не приймає на себе відповідальність за забезпечення покриття страхування життя, здоров'я, страхування від нещасних випадків, страхування під час подорожей або будь-якого іншого страхового покриття, що може бути необхідним або бажаним по відношенню до будь-якого персоналу, який виконує роботи та надає послуги Підряднику у зв'язку з Договором.</p> <p>13.5 За винятком страхування компенсації працівників або будь-якої програми самострахування, забезпечених Підрядником та схвалених ПРООН на власний розсуд для цілей виконання вимог Підрядника щодо забезпечення страхування за Договором, страхові поліси, необхідні за Договором, повинні містити наступне:</p> <p>13.5.1 іменувати ПРООН додатковою застрахованою особою у відповідності до полісів страхування відповідальності, включаючи, у разі необхідності, у якості окремого індосаменту за полісом;</p> <p>13.5.2 включати відмову від суброгаційних прав страховика Підрядника відносно ПРООН;</p> <p>13.5.3 передбачати, що ПРООН повинна отримати від страховика Підрядника письмове повідомлення не пізніше ніж за 30 (тридцять) днів до ануляції або</p>	<p>invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; and,</p> <p>13.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.</p> <p>13.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.</p> <p>13.4 The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.</p> <p>13.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:</p> <p>13.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;</p> <p>13.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;</p> <p>13.5.3 provide that UNDP shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; and,</p> <p>13.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNDP.</p> <p>13.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.</p> <p>13.7 Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance</p>
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<p>суттєвої зміни покриття; та</p> <p>13.5.4 включати положення стосовно відповіді, на первинній та безвнесковій основі, по відношенню до будь-якого іншого страхування, що може бути доступне для ПРООН.</p> <p>13.6 Підрядник відповідає за фінансування усіх сум в межах будь-якого мінімуму, що не підлягає страхуванню, або франшизи.</p> <p>13.7 За винятком будь-якої програми самострахування, забезпеченої Підрядником та схваленої ПРООН для цілей виконання вимог Підрядника щодо забезпечення страхування за Договором, Підрядник повинен організувати та підтримувати страхування за Договором у респектабельних страхових компаніях, які мають благополучне фінансове становище і які прийнятні для ПРООН. До початку будь-яких зобов'язань за Договором Підрядник повинен надати ПРООН підтвердження, оформлене у вигляді страхового свідоцтва або за іншої формою, яку може обґрунтовано вимагати ПРООН, того, що Підрядник організував страхування у відповідності до вимог Договору. ПРООН залишає за собою право отримати, направивши Підряднику відповідний письмовий запит, будь-які страхові поліси чи описи програм страхування, які Підрядник повинен забезпечити у відповідності до Договору. Незалежно від положень Статті 13.5.3 вище, Підрядник повинен негайно повідомляти ПРООН про будь-яке анулювання або суттєву зміну страхового покриття, необхідного за Договором.</p> <p>13.8 Підрядник усвідомлює та погоджується, що ні вимога організації та забезпечення страхування в порядку, встановленому Договором, ні сума будь-якої страховки, включаючи, серед іншого, будь-яку франшизу або мінімум, що не підлягає страхуванню, у зв'язку з цим, в жодному разі не будуть обмежувати відповідальність Підрядника, що виникає в результаті або у зв'язку з Договором.</p> <p>14. ОБТЯЖЕННЯ ТА ПРАВА УТРИМАННЯ: Підрядник не повинен допускати подання будь-якою особою позовної заяви або ведення справи за позовом у будь-якому державному закладі чи ПРООН стосовно утримання під заставою, арешту або іншого обтяження поточних або майбутніх виплат Підряднику за виконану роботу або за товари чи матеріали, надані в рамках Договору, або в силу іншої претензії або вимоги по відношенню до Підрядника або ПРООН.</p> <p>15. ОБЛАДНАННЯ, ЩО НАДАЄТЬСЯ ПРООН</p>	<p>taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 13.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract.</p> <p>13.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.</p> <p>14. ENCUMBRANCES AND LIENS: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.</p> <p>15. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.</p>
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ПІДРЯДНИКУ: Право власності на будь-яке обладнання та ТМЦ, які ПРООН може надавати Підряднику для виконання будь-яких зобов'язань за Договором, залишаються у ПРООН, при цьому усе таке обладнання підлягає поверненню ПРООН після завершення Договору або коли воно більше не потрібне Підряднику. При поверненні ПРООН, таке обладнання має бути у тому ж стані, у якому воно перебувало на момент надання Підряднику із врахуванням звичайного зносу, а Підрядник буде відповідати за відшкодування ПРООН будь-якої шкоди, пошкодження або погіршення характеристик обладнання понад звичайний знос.

16. АВТОРСЬКІ, ПАТЕНТНІ ТА ІНШІ МАЙНОВІ ПРАВА:

16.1 Якщо інше чітко не визначено у письмовому вигляді у Договорі, ПРООН зберігає за собою право на інтелектуальну власність та інші майнові права у повному обсязі, включаючи, серед іншого, патенти, авторські права та товарні знаки щодо продуктів, процесів, винаходів, ідей, «ноу-хау» або документації та інших матеріалів, створених або розроблених Підрядником для ПРООН в рамках Договору, і які безпосередньо зв'язані або створені, підготовлені, зібрані внаслідок або в процесі виконання Договору. Підрядник усвідомлює та погоджується, що такі продукти, документи та інші матеріали є частиною робіт, виконаних по найму для ПРООН.

16.2 Тим не менш, якщо така інтелектуальна власність або інші майнові права складаються з інтелектуальної власності або інших майнових прав Підрядника, які (i) існували до моменту виконання Підрядником своїх обов'язків за Договором, або (ii) які Підрядник може створити або отримати, або які були створені чи отримані незалежно від виконання Підрядником своїх обов'язків за Договором, то ПРООН не буде претендувати на право власності на них, а Підрядник надасть ПРООН безстрокову ліцензію на використання такої інтелектуальної власності або інших майнових прав виключно для цілей та у відповідності до вимог Договору.

16.3 На вимогу ПРООН, Підрядник вживає усіх необхідних заходів, оформлює усі необхідні документи та в цілому надає підтримку у забезпеченні таких майнових прав та їх передачі ПРООН у відповідності до вимог чинного законодавства та Договору.

16.4 У відповідності до вищевикладених положень усі карти, креслення, фотографії, плани,

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 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

звіти, кошториси, рекомендації, документи та інші відомості, складені або отримані Підрядником в рамках Договору, є власністю ПРООН, повинні бути надані для використання та перевірки ПРООН у розумні строки та в розумному місці, є конфіденційною інформацією і повинні передаватись лише уповноваженим посадовим особам ПРООН після завершення робіт в рамках Договору.

17. ПУБЛІЧНІСТЬ ТА ВИКОРИСТАННЯ НАЗВИ, ЕМБЛЕМИ АБО ОФІЦІЙНОЇ ПЕЧАТКИ ПРООН АБО ОРГАНІЗАЦІЇ ОБ'ЄДНАНИХ НАЦІЙ: Підрядник не може рекламувати або іншим чином розголошувати для цілей комерційної вигоди або ділової репутації свої договірні відносини з ПРООН; Підрядник також не повинен будь-яким способом використовувати назву, герб або офіційну печатку ПРООН або ООН, або будь-яке скорочення назви ПРООН чи ООН, у зв'язку зі своєю діяльністю або з інших причин без попереднього письмового дозволу ПРООН.

18. КОНФІДЕНЦІЙНІСТЬ ДОКУМЕНТІВ ТА ІНФОРМАЦІЇ: Інформація та дані, які вважаються власністю будь-якої із Сторін, або які передаються або розголошуються однією Стороною («Розголошуюча сторона») іншій Стороні («Отримуюча сторона») в ході виконання Договору, та які позначаються як конфіденційні («Інформація»), повинні зберігатись такою Стороною у конфіденційності, при цьому робота з такою інформацією проводиться наступним чином:

18.1 Отримуюча сторона повинна:

18.1.1 виявляти таку ж обережність та розсудливість для запобігання розкриття, публікації або поширення Інформації Розголошуючої сторони, яку вона виявляє по відношенню до подібної власної Інформації, яку вона не бажає розкривати, публікувати або поширювати; та

18.1.2 використовувати Інформацію Розголошуючої сторони виключно для тих цілей, для яких таку інформацію було розкрито.

18.2 За умови наявності у Отримуючої сторони письмової угоди з наступними фізичними або юридичними особами, що вимагає від них ставитись до Інформації як до конфіденційної у відповідності до Договору та цієї Статті 18, Отримуюча сторона може розкривати Інформацію:

18.2.1 будь-якій іншій стороні за попередньою письмовою згодою Розголошуючої сторони; та

18.2.2 співробітникам, посадовим особам, представникам та агентам Отримуючої сторони,

it has a contractual relationship with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise without the written permission of UNDP.

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.

18.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 18, the Recipient may disclose Information to:

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:

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

<p>яким потрібно знати таку Інформацію для цілей виконання своїх обов'язків за Договором, а також співробітникам, посадовим особам, представникам та агентам будь-якої юридичної особи, яка підконтрольна Отримуючій стороні або яка контролює Отримуючу сторону, або з якою Отримуюча сторона знаходиться під спільним управлінням, котрим потрібно знати таку Інформацію для цілей виконання своїх обов'язків за Договором за умови, що для таких цілей підконтрольна юридична особа означає:</p> <p>18.2.2.1 корпоративну юридичну особу, більше 50% (п'ятдесяти відсотків) голосуючих акцій якої знаходяться у власності або іншим чином підконтрольні, прямо чи опосередковано, Стороні; або</p> <p>18.2.2.2 будь-яку юридичну особу, ефективне адміністративне управління якою здійснює Сторона; або</p> <p>18.2.2.3 у разі ООН, головний або допоміжний орган ООН, заснований у відповідності до Статуту Організації об'єднаних націй.</p> <p>18.3 У відповідності до привілеїв та імунітетів ООН і не виключаючи їх, Підрядник може розкрити Інформацію у обсязі, що вимагається законодавством, за умови, що Підрядник направить ПРООН попередній письмовий запит на розкриття Інформації з тим, щоб надати ПРООН розумну можливість вжити захисних або таких інших заходів, які можуть бути відповідними перед будь-яким розкриттям такої інформації.</p> <p>18.4 ПРООН може розкривати Інформацію у обсязі, необхідному у відповідності до Статуту ООН, або до резолюцій чи регламентів Генеральної Асамблеї, або у відповідності до правил, які оприлюднюються у відповідності до них.</p> <p>18.5 Отримуюча сторона не повинна стикатися з перешкодами при розкритті Інформації, яку Отримуюча сторона отримала від третіх сторін без будь-яких обмежень, яку Розголошуюча сторона розкрила третій стороні без будь-яких зобов'язань в частині конфіденційності, яка вже була відома Отримуючій стороні раніше, або яку Отримуюча сторона могла отримати повністю незалежно від розкриття, яке описується тут.</p> <p>18.6 Ці зобов'язання та обмеження в сфері конфіденційності інформації будуть чинними протягом терміну дії Договору, включаючи будь-яке продовження його терміну дії, а також будуть залишатися чинними і після будь-якого роду припинення дії Договору.</p>	<p>organ of the United Nations established in accordance with the Charter of the United Nations.</p> <p>18.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.</p> <p>18.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.</p> <p>18.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.</p> <p>18.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.</p> <p>19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:</p> <p>19.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of 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</p>
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<p>19. ФОРС-МАЖОР; ІНШІ ЗМІНИ УМОВ:</p> <p>19.1 У разі виникнення та у максимально короткий час після виникнення причин, що призвели до форс-мажорних обставин, постраждала Сторона повинна у письмовому вигляді з детальним описом ситуації проінформувати іншу Сторону про такі обставини або причини, якщо в силу дії таких причин постраждала Сторона частково або повністю неспроможна виконувати свої обов'язки і зобов'язання за Договором. Постраждала Сторона також повинна проінформувати іншу Сторону про будь-які інші зміни умов або про виникнення будь-якої події, що перешкоджає або може перешкоджати виконанню постраждалою Стороною Договору. Не пізніше ніж через 15 (п'ятнадцять) днів після подання повідомлення про форс-мажорні обставини або інші зміни умов постраждала Сторона також повинна надати іншій Стороні звіт про очікувані витрати, що можуть бути понесені за час дії зміни умов або за час дії форс-мажорних обставин. Після отримання необхідного за даною статтею повідомлення або повідомлень Сторона, яка не постраждала внаслідок виникнення причини, що викликала форс-мажорні обставини, повинна вжити таких заходів, які вона знайде доцільними або необхідними за певних обставин, включаючи надання постраждалій Стороні розумної відстрочки у виконанні будь-яких зобов'язань за Договором.</p> <p>19.2 Якщо з причини форс-мажорних обставин Підрядник буде неспроможним повністю або частково виконувати свої обов'язки та зобов'язання за Договором, то ПРООН матиме право призупинити або розірвати Договір на тих же умовах, що передбачені Статтею 20 «Порядок розірвання Договору», з тією різницею, що термін надання повідомлення складе 7 (сім) днів замість 30 (тридцяти). У будь-якому разі ПРООН зможе визнати Підрядника таким, що на постійній основі неспроможний виконувати свої зобов'язання за Договором, якщо Підрядник неспроможний їх виконувати повністю або частково з причини форс-мажорних обставин протягом періоду понад 90 (дев'яносто) днів.</p> <p>19.3 Під форс-мажорними обставинами у даній статті розуміються непередбачені та непереборні стихійні лиха, війна (оголошена і неоголошена), вторгнення, революція, повстання, терористичні акти або інші обставини подібного характеру або сили, за умови, що такі обставини виникли з причин, які Підрядник не міг контролювати, а також не з вини або недбалості Підрядника. Підрядник усвідомлює</p>	<p>the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.</p> <p>19.2 If the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 20, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) days.</p> <p>19.3 Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute force majeure under the Contract.</p> <p>20. TERMINATION:</p> <p>20.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 23 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a</p>
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<p>та погоджується з тим, що по відношенню до будь-яких зобов'язань за Договором, які Підрядник повинен виконувати в регіонах, у яких ПРООН приймає участь, готується приймати участь або закінчує приймати участь в будь-яких миротворчих, гуманітарних або подібних операціях, будь-які затримки або невиконання таких зобов'язань в результаті або у зв'язку з важкими умовами в таких регіонах або будь-якими проявами громадянського хвилювання у таких регіонах не буде само по собі відноситись до форс-мажорних обставин в рамках Договору.</p> <p>20. ПОРЯДОК РОЗІРВАННЯ ДОГОВОРУ:</p> <p>20.1 Будь-яка із Сторін може розірвати Договір з поважних причин повністю або частково, направивши іншій Стороні відповідне письмове повідомлення за 30 (тридцять) днів до передбачуваної дати розірвання Договору. Початок процедур примирення або арбітражу у відповідності до Статті 23 «Врегулювання спорів» не повинен розглядатись у якості «причини» для розірвання або, у іншому випадку, само по собі являться розірванням Договору.</p> <p>20.2 ПРООН має право розірвати Договір у будь-який час, направивши Підряднику письмове повідомлення, у будь-якому випадку, коли повноваження ПРООН стосовно виконання Договору або фінансування ПРООН за Договором скорочуються чи припиняються повністю або частково. Крім того, якщо інше не передбачено Договором, ПРООН може розірвати Договір без пояснення причин, направивши Підряднику попереднє письмове повідомлення за 60 (шістдесят) днів до розірвання.</p> <p>20.3 У випадку розірвання Договору та після отримання повідомлення про розірвання з ініціативи ПРООН, Підрядник повинен, якщо інше не передбачено ПРООН у повідомленні про розірвання або у іншому письмовому вигляді:</p> <p>20.3.1 вжити негайних заходів для негайного та належного завершення виконання зобов'язань за Договором, при цьому якомога більше скоротивши витрати;</p> <p>20.3.2 утриматись від прийняття на себе будь-яких інших додаткових зобов'язань за Договором з дати отримання такого повідомлення;</p> <p>20.3.3 не укладати подальших субпідрядних угод або не розміщувати замовлень на матеріали, послуги або засоби за винятком тих, які ПРООН та Підрядник визначили, шляхом узгодження у письмовому вигляді, необхідними для завершення будь-якої</p>	<p>termination of the Contract.</p> <p>20.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.</p> <p>20.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNDP, the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:</p> <p>20.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;</p> <p>20.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;</p> <p>20.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNDP and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;</p> <p>20.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;</p> <p>20.3.5 transfer title and deliver to UNDP the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;</p> <p>20.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder;</p> <p>20.3.7 complete performance of the work not terminated; and,</p> <p>20.3.8 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the</p>
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<p>частини Договору, якої не торкнулось розірвання;</p> <p>20.3.4 розірвати усі субпідрядні угоди або замовлення у тій частині, в якій вони пов'язані з частиною розірваного Договору;</p> <p>20.3.5 передати право власності і здати ПРООН готові чи неготові елементи, незавершені роботи, завершені роботи, ТМЦ та інші матеріали виготовлені або придбані за тією частиною Договору, дія якої припиняється;</p> <p>20.3.6 здати усі завершені або частково завершені плани, креслення, інформацію та інше майно, яке у разі повного виконання Договору мало б бути передане ПРООН у відповідності до Договору;</p> <p>20.3.7 завершити виконання робіт, яких не торкнулось розірвання Договору; та</p> <p>20.3.8 виконати будь-які інші необхідні дії, або виконати письмові вказівки ПРООН щодо мінімізації втрат та щодо захисту та збереженню будь-якого матеріального або нематеріального майна, що має відношення до Договору та перебуває у власності Підрядника, і яке представляє інтерес для ПРООН або можна обґрунтовано допустити, що буде представляти інтерес для ПРООН.</p> <p>20.4 У разі розірвання Договору, ПРООН має право отримати від Підрядника розумні письмові обліки стосовно усіх зобов'язань, які були виконані або виконуються у відповідності до Договору. Крім того ПРООН буде нести відповідальність перед Підрядником за оплату лише тих Товарів та/або Послуг, які були задовільним чином надані ПРООН у відповідності до вимог Договору, і лише тоді, коли такі Товари чи Послуги були замовлені або надані до моменту отримання Підрядником від ПРООН повідомлення про розірвання Договору або до моменту направлення Підрядником повідомлення про розірвання Договору ПРООН.</p> <p>20.5 ПРООН має право, на додаток до усіх інших прав або засобів правового захисту, які їй доступні, розірвати Договір негайно у наступному разі:</p> <p>20.5.1 у разі оголошення Підрядника банкрутом, його ліквідації або визнання неплатоспроможним, або у разі, коли Підрядник подає клопотання про призупинення виплати або про призупинення виконання рішення стосовно будь-якого зобов'язання оплати або погашення заборгованості, або подає клопотання про визнання його неплатоспроможним,</p> <p>20.5.2 у разі отримання Підрядником дозволу на призупинення виплати або на призупинення виконання рішення на виплату заборгованості, або у разі визнання Підрядника неплатоспроможним;</p>	<p>Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.</p> <p>20.4 In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNDP shall not be liable to pay the Contractor except for those Goods satisfactorily delivered and/or Services satisfactorily provided to UNDP in accordance with the requirements of the Contract, but only if such Goods or Services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP.</p> <p>20.5 UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:</p> <p>20.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;</p> <p>20.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;</p> <p>20.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;</p> <p>20.5.4 a Receiver is appointed on account of the insolvency of the Contractor;</p> <p>20.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; or,</p> <p>20.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.</p> <p>20.6 Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or non- legal 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</p>
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<p>20.5.3 у разі передачі Підрядником майна або права на користь одного або більше його кредиторів,</p> <p>20.5.4 у разі призначення Адміністратора для управління майном Підрядника у зв'язку з визнанням Підрядника неплатоспроможним;</p> <p>20.5.5 коли Підрядник пропонує мирову угоду замість банкрутства або зовнішнього управління; або</p> <p>20.5.6 якщо ПРООН обґрунтовано вважає, що у фінансовому становищі Підрядника сталась суттєва несприятлива зміна, яка може суттєво вплинути на спроможність виконання Підрядником будь-яких з своїх зобов'язань за Договором.</p> <p>20.6 Крім тих випадків, коли це заборонено законодавством, Підрядник зобов'язаний відшкодувати ПРООН усі збитки та витрати, включаючи, серед іншого, усі витрати, що ПРООН несе у зв'язку з правовими та неправовими провадженнями, у результаті будь-якої із зазначених у Статті 20.5 вище подій, та в результаті розірвання Договору, навіть якщо Підрядника визнано банкрутом, неплатоспроможним, або якщо він отримав дозвіл на призупинення виплати або виконання рішення про виплату заборгованості. Підрядник повинен негайно інформувати ПРООН про виникнення будь-якої із зазначених у Статті 20.5 вище подій, і повинен надавати ПРООН усю інформацію, яка стосується такої події або подій.</p> <p>20.7 Положення Статті 20 не можуть завдавати шкоди будь-яким іншим правам або засобам правового захисту, які доступні ПРООН за цим Договором або за іншими документами.</p> <p>21. ЗБЕРЕЖЕННЯ ПРАВ: Нереалізація будь-якою із Сторін будь-якого з прав, що доступні такій стороні у відповідності до Договору або іншим чином, в жодному разі не буде вважатись відмовою іншої Сторони від будь-якого такого права або засобу правового захисту, які пов'язані з цим, і не буде звільняти Сторони від виконання ними будь-яких своїх зобов'язань за Договором.</p> <p>22. НЕВИКЛЮЧНИЙ ХАРАКТЕР: Якщо інше не вказано у Договорі, ПРООН не має зобов'язань щодо придбання будь-яких мінімальних обсягів товарів або послуг у Підрядника, при цьому ПРООН не обмежується у своєму праві отримувати товари або послуги того ж роду, якості та у тому ж обсязі, що зазначені у Договорі, від будь-яких інших джерел або постачальників у будь-який час.</p> <p>23. ПОРЯДОК ВРЕГУЛЮВАННЯ СПОРІВ:</p> <p>23.1 ПОЗАСУДОВЕ ВРЕГУЛЮВАННЯ: Сторони</p>	<p>insolvent. The Contractor shall immediately inform UNDP of the occurrence of any of the events specified in Article 20.5, above, and shall provide UNDP with any information pertinent thereto.</p> <p>20.7 The provisions of this Article 20 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.</p> <p>21. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.</p> <p>22. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.</p> <p>23. SETTLEMENT OF DISPUTES:</p> <p>23.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.</p> <p>23.2 ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 23.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return</p>
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зобов'язуються докладати усіх зусиль для мирового врегулювання будь-якого спору, протиріччя або претензії, що виникає в результаті виконання, порушення, розірвання Договору або визнання його недійсним. Якщо Сторони бажають досягти позасудового врегулювання у формі процедури примирення, то така процедура повинна бути оформлена у відповідності до Правил щодо процедур примирення Комісії ООН з права міжнародної торгівлі («ЮНСІТРАЛ») або у відповідності до будь-яких інших процедур за письмовою угодою Сторін.

23.2 АРБІТРАЖ: Будь-які спори, протиріччя або претензії між Сторонами, які виникають у зв'язку з Договором або його порушенням, розірванням чи втратою ним юридичної сили і не врегульовані у позасудовому порядку у відповідності до Статті 23.1 вище протягом 60 (шістдесяти) днів після отримання однією із Сторін письмової вимоги Іншої сторони щодо мирового вирішення спору, повинні передаватись будь-якою із Сторін до арбітражу у відповідності до Арбітражного регламенту ЮНСІТРАЛ (Комісія ООН з права міжнародної торгівлі). Рішення арбітражного суду ґрунтуються на загальних принципах міжнародного комерційного права. Арбітражний суд повинен мати повноваження віддавати розпорядження про повернення або знищення товарів, будь-якого матеріального та нематеріального майна або будь-якої конфіденційної інформації, наданої у рамках Договору, віддавати розпорядження про розірвання Договору, а також розпорядження про застосування будь-яких інших захисних заходів по відношенню до товарів, послуг або іншого матеріального чи нематеріального майна, або будь-якої конфіденційної інформації, наданої у рамках Договору, у повній відповідності до повноважень арбітражного суду згідно Статті 26 («Забезпечувальні заходи») та Статті 34 (Форма та юридична сила арбітражного рішення») Арбітражного регламенту ЮНСІТРАЛ. Арбітражний суд не має права присуджувати будь-які збитки. Більше того, якщо інше прямо не передбачено у Договорі, арбітражний суд не має повноважень нараховувати відсотки понад Лондонської міжбанківської ставки пропозиції («LIBOR») і будь-які такі відсотки повинні бути лише простими відсотками. Сторони зобов'язані виконувати будь-яке рішення арбітражного суду, винесене в результаті такого арбітражного провадження, і вважати його заключним рішенням по відношенню до будь-яких таких спорів, протиріч

or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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 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

чи претензій.

24. ПРИВІЛЕЇ ТА ІМУНІТЕТИ: Усі привілеї та імунітети Організації Об'єднаних Націй, в тому числі її допоміжних органів, залишаються в силі, і жодні положення Договору не вважаються такими, що передбачають пряму або непряму відмову від таких привілеїв та імунітетів.

25. ЗВІЛЬНЕННЯ ВІД ОПОДАТКУВАННЯ:

25.1 У Статті II, Розділ 7 Конвенції про привілеї та імунітети Організації Об'єднаних Націй зазначається, що серед іншого, Організація Об'єднаних Націй, включаючи її допоміжні органи, звільняється від усіх прямих податків, крім оплати за користування комунальними послугами, звільняється від сплати митних зборів та зборів подібного роду по відношенню до експортованих або імпортованих предметів, призначених для її офіційного використання. У випадку, коли будь-який державний орган відмовляється визнати факт звільнення Організації Об'єднаних Націй від таких податків, мита або зборів, Підрядник зобов'язаний невідкладно проконсультуватись із ПРООН з метою визначення взаємоприйнятної процедури.

25.2 Відповідно, Підрядчик уповноважує ПРООН відраховувати з рахунків Підрядника будь-які суми, які становлять такі податки, мита або збори, за винятком тих випадків, коли Підрядник проконсультувався з ПРООН до сплати зазначених сум і ПРООН, у кожному конкретному випадку, уповноважила Підрядника сплатити такі податки, мита та збори під письмовим протестом. У такому разі Підрядник повинен надати ПРООН письмове підтвердження того, що оплата таких податків, мит або зборів була здійснена і належним чином схвалена, а ПРООН має відшкодувати Підряднику усі такі податки, мита або збори, які були схвалені ПРООН і сплачені Підрядником під письмовим протестом.

26. ПОРЯДОК ВНЕСЕННЯ ЗМІН:

26.1 Будь-які зміни або доповнення до Договору є чинними та мають юридичну силу по відношенню до ПРООН лише в тому разі, коли оформлені у письмовому вигляді належним чином уповноваженими представниками Сторін.

26.2 У разі подовження дії Договору на додатковий період у відповідності до його умов, до такого подовження Договору застосовуються ті ж самі умови, що викладені у Договорі, за винятком тих випадків, коли Сторони домовились про інше у

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.

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

відповідності до зміни або доповнення, оформлених у відповідності до Статті 26.1 вище.

26.3 Умови будь-яких додаткових угод, ліцензій або інших видів домовленостей стосовно будь-яких Товарів або Послуг, що надаються в рамках Договору, будуть чинними та будуть виконуватись ПРООН, або будуть вважатись згодою ПРООН, лише в тому разі, коли вони оформлені у вигляді чинної зміни або доповнення, які внесені у відповідності до Статті 26.1 вище.

27. АУДИТ ТА РОЗСЛІДУВАННЯ:

27.1 Кожний рахунок, що оплачується ПРООН, підлягає аудиту після його оплати; такий аудит проводиться внутрішніми або зовнішніми аудиторами ПРООН або іншими уповноваженими та кваліфікованими представниками ПРООН у будь-який час протягом терміну дії Договору і протягом 3 (трьох) років з моменту завершення або дострокового розірвання Договору.

27.2 ПРООН має право, у будь-який час протягом терміну дії Договору і протягом 3 (трьох) років з моменту завершення або дострокового розірвання Договору, проводити розслідування щодо будь-якого аспекту Договору або його укладення, зобов'язань, які виконуються в рамках Договору, та діяльності Підрядника, які в цілому пов'язана з виконанням Договору.

27.3 Підрядник повинен надавати ПРООН повну і своєчасну підтримку щодо проведення таких перевірок, аудитів або розслідувань. Така підтримка повинна включати, серед іншого, особисту явку співробітників Підрядника та надання Підрядником відповідної документації для таких цілей у розумні строки і на розумних умовах, а також надання ПРООН доступу до приміщень Підрядника у розумні строки та на розумних умовах, і, у зв'язку з цим, також забезпечення доступу ПРООН до персоналу та відповідної документації Підрядника. Підрядник повинен зобов'язати своїх агентів, включаючи, серед іншого, юристів, бухгалтерів або інших радників чи консультантів, надавати розумну підтримку у проведенні будь-яких перевірок, аудитів або розслідувань, які проводить ПРООН в рамках цього Договору.

27.4 ПРООН матиме право на відшкодування Підрядником будь-яких сум, які в ході аудиту або розслідування будуть визнані сумами, які сплачені у порушення умов та положень Договору. Підрядник також визнає та погоджується з тим, що у певних передбачених випадках донори ПРООН, чиє фінансування є джерелом, повністю або частково,

the Contract.

27.3 The Contractor shall provide its full and timely cooperation with any such inspections, post- payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment 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 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.

фінансування закупівлі Товарів та/або Послуг, що є предметом цього Договору, матимуть право регресної вимоги від Підрядника повернення будь-яких грошових коштів, які, на думку ПРООН, використовувались у порушення або не для цілей цього Договору.

28. СТРОКИ ДАВНОСТІ:

28.1 За винятком будь-яких зобов'язань щодо відшкодування збитків у відповідності до Статті 12 вище, або якщо інше не передбачено Договором, будь-які арбітражні процедури у відповідності до Статті 23.2 вище, що витікають з Договору, повинні бути розпочаті протягом 3 (трьох) років з моменту виникнення підстав для такої дії.

28.2 Сторони також визнають і погоджуються з тим, що для цих цілей моментом виникнення підстав для дій буде вважатись момент фактичного виникнення порушення, а у разі прихованих порушень – момент, коли постраждала Сторона дізналась або повинна була дізнатись про усі елементи підстави для вживання заходів, або у разі порушення гарантії при наданні пропозицій щодо постачання, за винятком тих випадків, коли гарантія поширюється на майбутнє функціонування товарів, будь-яких процесів чи систем, і порушення може бути виявлене лише через певний час, коли такі товари, інші процеси чи системи будуть готовими до функціонування у відповідності до вимог Договору.

29. СУТТЄВІ УМОВИ: Підрядник визнає та погоджується з тим, що кожне з положень, викладених у Статтях 30-36 цього Договору, представляє собою суттєву умову Договору, і що будь-яке порушення будь-якого з цих положень надає ПРООН право негайно розірвати Договір або будь-яку іншу угоду, укладену з ПРООН, шляхом направлення Підряднику відповідного повідомлення, при цьому ПРООН не буде нести жодної відповідальності за витрати, пов'язані з таким розірванням Договору, або будь-які інші витрати. Крім цього, жодне положення чи умова цього Договору не може обмежувати право ПРООН посилається на будь-яке передбачуване порушення вказаних суттєвих умов як на підставу для звернення до відповідних національних органів для вжиття відповідних правових заходів.

30. ДЖЕРЕЛО ІНСТРУКЦІЙ: Підрядник не має права звертатись за інструкціями або отримувати інструкції, у зв'язку з виконанням своїх зобов'язань за Договором, від будь-яких повноважних осіб або організацій поза межами ПРООН. У тому випадку,

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 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:

<p>коли будь-яка повноважна особа або організація поза межами ПРООН намагається надати будь-які інструкції або накласти будь-які обмеження стосовно виконання Підрядником зобов'язань за Договором, Підрядник повинен негайно повідомити про це ПРООН і надати усю розумну допомогу та підтримку, що може знадобитись ПРООН. Підрядник повинен утримуватись від будь-яких дій по відношенню до виконання своїх зобов'язань за Договором, які можуть негативно вплинути на інтереси ПРООН або ООН, і виконувати взяті на себе зобов'язання за Договором з повним врахуванням інтересів ПРООН.</p> <p>31. НОРМИ ПОВЕДІНКИ: Підрядник гарантує, що він не пропонував і не буде пропонувати прямих або непрямих вигод, що витікають або пов'язані з виконанням або укладенням Договору, будь-якому представнику, посадовій особі, співробітнику або іншому агенту ПРООН. Підрядник зобов'язується дотримуватись усіх законів, наказів, правил та норм, які стосуються виконання його зобов'язань за Договором. Крім того, при виконанні Договору Підрядник повинен дотримуватись стандартів поведінки, визначених у Бюлетені Генерального Секретаря ST/SGB/2002/9 «Положення про статус, основні права та обов'язки посадових осіб, які не є співробітниками Секретаріату, та членів експертних місій» від 18 червня 2002 р., а також ST/SGB/2006/15 «Обмеження, які діють після припинення працевлаштування» від 27 грудня 2006 р., а також дотримуватись і керуватись вимогами наступних документів у редакціях, чинних на момент підпису Договору:</p> <p>31.1 Кодекс поведінки постачальника ООН;</p> <p>31.2 Політика ПРООН щодо шахрайства та інших проявів корупції («Політика ПРООН щодо боротьби з шахрайством»);</p> <p>31.3 Регламенти проведення розслідувань, оприлюднені Офісом ПРООН з аудиту та розслідування («ОАР»);</p> <p>31.4 Соціальні та екологічні стандарти ПРООН («СЕС»), включаючи відповідний Механізм забезпечення відповідальності;</p> <p>31.5 Політика щодо санкцій до постачальників ПРООН; та</p> <p>31.6 Усі Директиви ПРООН щодо безпеки. Підрядник визнає та погоджується з тим, що він прочитав і ознайомився з вимогами вказаних вище документів, які доступні у мережі Інтернет за адресою www.undp.org або http://www.undp.org/content/undp/en/home/operations/procurement/business/. Даючи таку згоду,</p>	<p>31.1 The UN Supplier Code of Conduct;</p> <p>31.2 UNDP Policy on Fraud and other Corrupt Practices (“UNDP Anti-fraud Policy”);</p> <p>31.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;</p> <p>31.4 UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;</p> <p>31.5 UNDP Vendor Sanctions Policy; and</p> <p>31.6 All security directives issued by UNDP. The Contractor acknowledges and agrees that it has read 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.</p> <p>32. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.</p> <p>33. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.</p> <p>34. MINES: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.</p>
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Підрядник засвідчує та гарантує, що він відповідає вимогам вищезазначених документів і що він буде відповідати таким вимогам протягом усього терміну дії цього Договору.

32. **ДОТРИМАННЯ ЗАКОНОДАВСТВА:** Підрядник зобов'язується дотримуватись усіх законів, наказів, правил та норм, які стосуються виконання його зобов'язань за Договором. Крім того, Підрядник повинен дотримуватись усіх зобов'язань та вимог щодо його реєстрації у якості кваліфікованого постачальника товарів або послуг для ПРООН, які викладені у відповідних регламентах щодо реєстрації у якості постачальника ПРООН.

33. **ДИТЯЧА ПРАЦЯ:** Підрядник завіряє та гарантує, що ні він, ні його материнські компанії (якщо такі є), ні його дочірні або афілійовані підприємства (якщо такі є) не ведуть діяльність, яка несумісна з правами, викладеними у Конвенції про права дітей, у тому числі зі Статтею 32 Конвенції, яка, серед іншого, передбачає, щоб діти були захищені від виконання роботи, яка може бути небезпечною або перешкоджати їх освіті та вихованню, або бути шкідливою для здоров'я або фізичного, розумового, духовного, морально-етичного або соціального розвитку дітей.

34. **МІНИ:** Підрядник завіряє та гарантує, що ні він, ні його материнські компанії (якщо такі є), ні його дочірні або афілійовані підприємства (якщо такі є) не ведуть діяльності з продажу чи виробництва протипіхотних мін або компонентів, які використовуються при виробництві таких мін.

35. СЕКСУАЛЬНА ЕКСПЛУАТАЦІЯ:

35.1 В ході виконання Договору Підрядник повинен дотримуватись стандартів поведінки, які викладені у Бюлетені Генерального Секретаря ST/SGB/2003/13 «Спеціальні заходи щодо захисту від сексуальної експлуатації та сексуального насильства» від 9 жовтня 2003 року. Зокрема, Підрядник зобов'язується не виконувати будь-яких дій, що представляють собою сексуальну експлуатацію або сексуальне насильство, як це визначено у цьому бюлетені.

35.2 Підрядник повинен вжити усіх відповідних заходів для попередження сексуальної експлуатації або насильства з боку своїх працівників або будь-яких інших осіб, які можуть бути залучені Підрядником для надання будь-яких послуг в рамках Договору. Для таких цілей, сексуальні дії по відношенню до будь-якої особи, що не досягла віку вісімнадцяти

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 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_sanctions_list. This provision must be included in all sub-

<p>років, незалежно від положень законів, що посилаються на згоду такої особи, вважаються сексуальною експлуатацією та насильством по відношенню до такої особи. Крім того, Підрядник повинен не допускати зі свого боку і вживати усіх необхідних заходів, щоб заборонити своїм співробітникам чи іншим особам, які він залучив для виконання робіт або надання послуг, отримувати послуги чи вчиняти дії сексуального характеру у обмін на гроші, товари, послуги або інші цінності, або бути залученими до сексуальних дій, які експлуатують або принижують гідність будь-яких осіб.</p> <p>35.3 ПРООН не застосовує вищевикладені норми щодо вікових обмежень у випадках, якщо співробітники Підрядника або інші особи, що можуть бути залучені ним до надання будь-яких послуг за Договором, перебувають у шлюбі з особами молодше вісімнадцяти років, з якими вчинена дія сексуального характеру, а також у тих випадках, коли цей шлюб визнано дійсним у відповідності до законів країни, громадянином якої є співробітник Підрядника або така інша особа, яка може бути залучена Підрядником до виконання будь-яких послуг в рамках Договору.</p> <p>36. БОРОТЬБА З ТЕРОРИЗМОМ: Підрядник погоджується докладати усіх розумних зусиль для забезпечення того, що жодні з грошових коштів ПРООН, отриманих в рамках Договору, не будуть використовуватись для надання допомоги фізичним або юридичним особам, пов'язаним з тероризмом, і що особи, які отримують будь-які суми, що надаються ПРООН за Договором, не внесені до списку осіб, який ведеться Комітетом Ради Безпеки, що заснований Резолюцією 1927(1999). Сам список можна знайти за адресою: https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. Це положення необхідно включати у всі договори або угоди субпідряду, які укладаються в рамках Договору.</p>	<p>contracts or sub-agreements entered into under the Contract.</p>
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