REQUEST FOR QUOTATION (RFQ)

101-2020-UNDP-UKR-RFQ-RPP

All Interested	**DATE: July 20, 2020**
	REFERENCE: 101-2020-UNDP-UKR-RFQ-RPP

Dear Sir / Madam:

We kindly request you to submit your quotation for the procurement of Implementation of the Electronic Document Management System and system of electronic services in the TsNAPs (administrative services Centres) of the Siversk ATC (amalgamated territorial community) and Soledar ATC Donetsk oblast**,** as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before **23:59 (Kyiv time) August 3, 2020** and via *e-mail* to the address below:

United Nations Development Programme
tenders.ua@undp.org
Procurement Unit

Quotations submitted by email must be limited to a maximum **of 25 MB**, virus-free and no more than 5 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. *Please ensure that you received an autoreply from above-mentioned e-mail address indicating that the message was received.* Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned services:

Delivery Terms [INCOTERMS 2020]	DDP
Customs clearance, if needed, shall be done by	Supplier
Exact Address/es of Delivery Location/s (identify all, if multiple)	Ukraine, Siversk, Donetsk region; Ukraine, Soledar, Donetsk region.

Latest Expected Delivery Date and Time *(if delivery time exceeds this, quote may be rejected by UNDP)*	☒ Services must be carried out within 90 calendar days (as per ToR) from PO/contract signing date.
Delivery Schedule	☒Required ☐Not Required
Packing Requirements	Packaging must comply with the rules for the safe transport of goods offered.
Mode of Transport	☐ AIR ☒LAND ☐SEA ☐OTHER *[pls. specify]*
Preferred Currency of Quotation	☒United States Dollars. Due to fluctuations in the national currency, it is recommended to indicate the price in dollars as risk mitigation measure. ☐Euro ☒Local Currency: UAH
Value Added Tax on Price Quotation	☐ Must be inclusive of VAT and other applicable indirect taxes *(VAT amount should be clearly indicated in a separate line)* ☒ **Must be exclusive of VAT and other applicable indirect taxes**
After-sales services required	☒ Warranty period: Not less than 18 months of full official manufacturer warranty ☒ Availability of official service in Ukraine
Deadline for the Submission of Quotation	**23:59, *Monday, August 03, 2020 Kyiv time***
All documentations, including catalogs, instructions and operating manuals, shall be in this language	☒ English and / or ☒ Russian and / or ☒ Ukrainian
Documents to be submitted	☒ Duly Accomplished Form as provided in Annex 2 (Tables 1, 2, 3, 4) and in accordance with the list of requirements in Annex 1; ☒ A letter of interest / letter of offer, which outlines previous experience in implementing similar programmes and competitive advantages of the applicant Company; ☒ A work plan with the proposed work schedule indicating the persons responsible for each area of activity; ☒ Copy of Latest Business Registration Certificate and Tax Registration certificate (not mandatory on submission stage but will be required if Offeror is selected for contract award); ☒ Documentary confirmation (oat least 1 developed systems) of experience in the development of system of workflow in the ATC, **if any**; ☒ Documentary confirmation of similar systems developed with capacity over 200 users; ☒ Personal CVs of the Project Team, including information about past experience in similar projects / assignments; ☒ At least 2 Reference Letters from previous clients / partners reflecting the nature of the projects implemented, their results and the role of the applicant

Period of Validity of Quotes starting the Submission Date	☒ 60 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	☒ Not permitted ☐ Permitted – The offers may be submitted to different Lots
Payment Terms[1]	☒ 100% upon complete delivery ☐ Others:
Evaluation Criteria	☒ Technical responsiveness/Full compliance with requirements and lowest price[2] *Submitted offers will be reviewed on "Pass" or "Fail" basis to determine compliance with the below criteria/requirement/s:* **Administrative Requirements:** ✔ Offers must be submitted within the stipulated deadline ✔ Offers must meet required Offer Validity ✔ Offers have been signed by the proper authority ✔ Offers include requested company/organization documentation as mentioned above in «*Documents to be submitted* section" **Technical requirements**: ✔ Company, FOP (individual entrepreneur) with a valid registration in Ukraine and experience of at least 3 years in software development and implementation; ✔ At least 2 similar projects implemented with local, public and / or state authorities; ✔ Experience in the development of system of workflow in the ATC is will be asset. ✔ Developed similar systems for over 200 users. ✔ Qualified professionals including Database Architect / Database Developer, Software Development Engineer, Software Tester / Quality Education Engineer with relevant education and at least 2 years of experience in software development and user requirements development, writing technical documentation and procedural materials for many audiences or the like.
UNDP will award to:	☒ **One supplier** ☐ One or more Supplier, depending on the following factors (according to Lots): ☐ The general combination of the lowest prices for all lots, based on different combinations of award contracts ☐ Regardless of the ability to execute work on more than one lot, UNDP can at its discretion to award a contract to other parties for the purpose of reduce the risk of work. ☐ If the bidder submits an offer more, than 1 lot, UNDP reserves the right to request additional information from the participant confirming the ability to deliver goods on both Lots.
Type of Contract to be Signed	☒ Purchase Order ☒ Contract for Goods and/or Services
Special conditions of Contract	☒ Cancellation of PO/Contract if the delivery/completion is delayed by 30 days ☒ Others Liquidated damages: up to 0.1% of total contract amount per each day of delay may be applied on discretion of UNDP.

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[1] *UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of $30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank checque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.*

[2] *UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.*

Conditions for Release of Payment	☒ Mutual Written Acceptance of Goods/Services based on full compliance with RFQ requirements. Upon provision of originals of invoice, act of acceptance and tax invoice (if applicable).
Annexes to this RFQ	☒ Term of References (Annex 1) ☒ Form for Submission of Quotation (Annex 2) ☒ General Terms and Conditions (Annex 3) / Special Conditions - Available through the Link: https://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process. ☒ Contract for goods and/or services (Annex 4)
Contact Person for Inquiries (Written inquiries only)	*Procurement Unit* *UNDP Ukraine* *procurement.rpp.ua@undp.org* Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

Goods/services offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods/services in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation.   At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods/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.

Any Purchase Order/Contract that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: http://www.undp.org/procurement/protest.shtml.

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Sukhrob Kakharov

Mr. Sukhrob Kakharov
UNDP Operations Manager
July 20, 2020

VG   SK

TERMS OF REFERENCE

Project Title: United Nations Recovery and Peacebuilding Program, Local Governance and Decentralization Reform Component
Description of the assignment: Implementation of the Electronic Document Management System and system of electronic services in the TsNAPs (administrative services Centres) of the Siversk ATC (amalgamated territorial community) and Soledar ATC Donetsk oblast
Expected Places of Travel: Administrative Services Center (TsNAP) in Siversk and Soledar, Donetsk oblast, Ukraine
Secondary Supervisor's name and functional post: Programme Coordinator (Local Governance and Decentralization Reform)
Starting /Date of Assignment: July 2020
Duration of Assignment: 3 months

1. **Background information**

The United Nations Development Programme (UNDP) has been actively working in eastern Ukraine for the past decade, prior to the conflict, focusing on community and civil society development, and environmental protection.

Since 2015, upon request from the Government of Ukraine, UNDP started its work on addressing conflict-related challenges by early engagement, establishing partnerships through the United Nations Recovery and Peacebuilding Programme (UN RPP). The UN RPP is a multi-donor funded framework programme, jointly implemented by four UN partnering agencies: UNDP, UN Women, FAO, and UNFPA in cooperation with the government of Ukraine.

The UN RPP was designed to respond to and mitigate the causes and effects of the conflict. The UN RPP is an integral component of the UNDP Country Programme. It is fully aligned with the United Nations Partnership Framework (UNPF), closely interlinked with the Democratic Governance and Reform Programme, operating national wide and in all of Ukraine's regions. 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 is pooling funds employing a multi-sectoral programme-based approach and is implementing using an area-based methodology and unifying interventions framework for 12 projects funded by 12 international partners.

In October 2018, four UN agencies (UNDP, UN Women, FAO and the UNFPA) had countersigned a new joint project document, funded by the EU. The overall objective of the project is to restore effective governance and promote reconciliation in the crisis-affected communities of Donetsk and Luhansk oblasts of Ukraine, thereby enhancing the credibility and legitimacy of local governments in the government-controlled areas (GCAs) of the oblasts. It will contribute to peacebuilding and prevent further escalation of conflict in Ukraine through effective and accountable decentralization, gender-responsive recovery planning and equal access to services, as well as enhanced community security and social cohesion.

This endeavor will be achieved through the pursuit of the following specific objectives
1. To enhance local capacity for gender-responsive decentralization and administrative reforms to improve governance, local development and the delivery of services.
2. To stimulate employment and economic growth by assisting in Micro-, Small- and Medium Enterprise (MSME) development through demand-driven business development services and professional skills training.
3. To enhance social cohesion and reconciliation through the promotion of civic initiatives.
4. To support sector reforms and structural adjustments in health, education and critical public infrastructure to mitigate the direct impacts of the conflict.

The state actively implements e-government both at the level of central executive bodies and at the level of local self-government bodies. The concept of "State in a smartphone" involves the creation of various public electronic services, through which the interaction of man and state. The main element in the system of man - state are the Centres for the provision of administrative and other services defined by the state and local governments. However, the development of technology allows you to receive the service without prior visit to the TsNAP - by ordering the service via the Internet, telephone, etc. It is increasingly used by service customers to register for an appointment with the TsNAP or another service provider through e-resources. The number of TsNAPs that have all the necessary e-resources is small. This is due to the significant cost of implementing and maintaining electronic services, the lack of IT specialists, and so on. Software (electronic document management system - (hereinafter - EDMS)) for TsNAP, is a basic tool in the work of administrators. Such software is used by TsNAP employees, as well as administrative service entities for which TsNAP is a front office. The system of providing electronic services (hereinafter SES) is aimed at the interaction of the customer and the contractor through the use of e - resources. It is important that SES can work only with constant interaction with EDMS and is a single system. In fact, SES is a visible (public) part of EDMS. WEB - portal and personal account of the resident (SES) is an important tool for electronic interaction between the customer and the service provider through the TsNAP.

In this respect, UN RPP is looking for the Contractor which will implement the Electronic Document Management System (hereinafter - EDMS) and System Electronic Services (hereinafter SES) in in the TsNAPs (administrative services Centres) of the Siversk ATC (amalgamated territorial community) and Soledar ATC Donetsk oblast

2. The main objectives of the task

The purpose of implementation of two systems of electronic document flow and system of providing electronic services in the TsNAPs (administrative services Centres) of the Siversk ATC (amalgamated territorial community) and Soledar ATC Donetsk oblast is a comprehensive solution to achieve the following goals:

- Transition to purely electronic interaction TsNAPs of theSiversk ATC and Soledar ATC Donetsk oblast which envisages changes in internal instructions and regulations and aims to significantly reduce the costs associated with paperwork (paper, printing, storage).
- Ensuring the possibility of interaction in the TsNAPs of the Siversk ATC and Soledar ATC Donetsk oblast exclusively in electronic form, having in mind such interaction processes as:
    - processing of requests for information,
    - information interaction with public authorities (institutions, contractors, other enterprises),
    - processing of citizens' appeals.
- Achieving this goal requires revision of individual provisions, instructions, and should leave the possibility of interaction in forms other than electronic, as provided by law.
- Ensuring effective interaction, the TsNAPs of the Siversk ATC and Soledar ATC Donetsk oblast through such electronic document formats as instantaneous movement, unlimited copying, simultaneous familiarization, as well as prompt interaction between users of the System.
- Providing control over business processes, which enables the monitoring of the status of current processes, actions of executors, and documents, as well as the production of statistical reports.
- Reliable storage and protection of information, which involves the consolidation of information in electronic form and, accordingly, security measures, in the electronic document flow system using unified approaches to information security.
- Compliance with regulations on organization of workflow, electronic workflow, protection of information.
- Administrative and social services in electronic form or System of Electronic Services (SES) provided to optimize procedures and reduce human errors for the provision of services at local and regional levels;
- The users (both citizens and administrative service providers) of SES can apply administrative services online and receive a timely feedback through the individual portal within SES;
- Interaction within the administrative service providers should be increased through SES based on the agreements;
- Statistical information of the administrative services were obtained and the activities of TsNAP were analyzed through the SES;
- A security system to protect documents in the SES was established, in accordance with the relevant regulations and agreements;
- The development of a user manual of SES, which provides training to the staff to operate SES.

List of objects:

№	Name TsNAP	System implementation address
1	Siversk TsNAP	84522, 7, O.Suvorova Street, Siversk, Donetsk region
2	Soledar TsNAP	84545, 3A, Parkova Soledar, Donetsk region

3. Scope of work and general requirements for the System (EDMS and SES)

In order to achieve these goals, the Contractor must provide the following services:

- Inspection of the object of software implementation, coordination of all issues with the Customer, including coordination of the process of provision of services, issues of interaction of service providers.
- Installation of the System on the Client's server equipment (or other variant)
- Adjustment (configuration) of the System according to the survey results.
- Training (instruction) of users of the System.
- Putting the System into operation and pilot operation.
- Removal of comments on the results of pilot operation.
- Putting the System into industrial operation.

The Contractor is obliged to provide software implementation services in stages.

The Objective of Stage 1. To perform preparatory works:

- To develop a complete methodology for the EDMS and SES, including description of the method and the mechanism, including:
    - designing the EDMS and SES, including consultations with stakeholders and detailed analysis of the pilot version of the EDMS and SES, related materials, recommendations and conclusions. A fully functional system shall be based on the results of the pilot version implementation and shall contain all its data without changes and/or losses;

- To develop EDMS and SES for in the TsNAPs of the Siversk ATC and Soledar ATC Donetsk oblast oblast in accordance with the technical specifications **and Technical Specifications** contained in **Annex 1 - 3.**
  - Estimated implementation period: up to10 calendar days after the Contract start date.

The Objective of Stage 2. Installation of EDMS and SES

- Installation of EDMS and SES in the TsNAPs of the Siversk ATC and Soledar ATC Donetsk oblast for operational use and availability of mandatory warranty service in accordance with Annex 3 and Technical Specifications. All required technical documentation, warranty letters, certificates should be provided by the Contractor on the delivery date.
- Production of EDMS and SES, as well as installation of the system must be carried out in full compliance with applicable national standards and regulations, such as:
  - Law of Ukraine "On Citizens' Appeals";
  - The Law of Ukraine "On Information";
  - Law of Ukraine "On Protection of Personal Data";
  - Law of Ukraine "On Electronic Documents and Electronic Document Management";
  - Law of Ukraine "On Electronic Digital Signature";
  - The Law of Ukraine "On Access to Public Information";
  - The Law of Ukraine "On Information Protection in Information and Telecommunication Systems" and others **(Annex 2).**
- All the activities should be done in accordance with the requirements, specifications, instructions and standards outlined in the technical requirements

Estimated implementation period: up to 50 calendar days after the Contract start date.

The Objective of Stage 3. Technical training of staff and user manual and conduct of EDMS and SES management training session for administrators and users:

- To provide technical training to the staffs to operate the EDMS and SES.
- To adapt of user manual (electronic version)

Develop and conduct an EDMS and SES management training session for administrators and users

The Contractor shall develop and deliver at least 2 training (full day session) for the TsNAPs of the Siversk ATC and Soledar ATC Donetsk oblast on operating EDMS and SES for the administrators and users (Customer). The training shall contribute to the achievement of the following learning objectives:

- Administrators have increased their knowledge of how to maintain and operate the newly established EDMS and SES (the number of administrators will be determined during the installation process);
- Users have obtained their knowledge of how to use the newly established EDMS and SES. (the number of administrators and users will be determined during the installation process).

The Contractor shall perform the following tasks:

- Development and transfer of training methodology for the administrators and users. The training methodology should include the following tasks;
  - formation of the users understanding of the general process of electronic document flow in general.
  - formation of practical skills necessary for users to work with the electronic document flow system;
  - formation of practical skills necessary for system administrators to set up the system, create new users, connect organizational units, set up new services, set up access to new electronic services, create statistical and analytical reports;
  - an analysis of typical errors and their consequences that occur when configuring the System.
- Conducting training on the transfer of practical skills in support and administration of the System;
- To ensure the proper level of automation, full use of functionality and high quality of information and services provided to the Customer;
- The Customer undertakes the organizational measures related to the provision of premises for training.

Estimated implementation period: up to 90 calendar days after the Contract start date.

1. **Duration of work**

Duration of work should be no more than 3 months from the date of signing the contract. The Bidder must provide a preliminary Schedule of Work as part of the Bid.

2. **Acceptance of work**

Software for electronic document management is delivered electronically via Internet channels. The accounting documents or certificates of the Manufacturer provided by the Contractor during the delivery of the software serve to confirm the legality of the Customer's use of the electronic document management system software.

The fact of delivery of the Electronic Document Management System Software shall be fixed by the Software and hardware of the Supplier and shall be confirmed by the Parties signed by the authorized representatives of the Parties by the relevant acts.

The implementation and adjustment of the software of the electronic document management system are performed by the Customer in stages according to the schedule agreed by the parties in accordance with the technical requirements. The moment of the handover / acceptance of works/ Services at each stage will be considered as the moment of signing between UNDP and the Executor of the two partite act of performed works / Services rendered and the transmission of documentation related to works / Services. In the course of the project, the Contractor shall provide to the Customer in favor of ATC the comprehensive and relevant documentation that the latter may require for efficient use and maintenance of the system: Description of the implemented electronic document flow system, user instructions, system administrators, etc.

Signing all documents and submitting the complete set of design and operational documentation in Ukrainian to the EDMS shall be considered as confirmation by UNDP and ATC of compliance of the performed works / Services with the requirements of the Contract.

3. Requirements for warranty support of the system

The Contractor undertakes to provide guarantees of quality of services rendered in the form of warranty (technical) support within 18 (eighteen) months from the date of signing of the final act of delivery-acceptance of rendered services, which includes technical support, elimination of errors, software malfunctions, consulting support, including when configuring software subsystems in customer units that open during the warranty period.
The warranty technical support does not imply additional financial costs of the Customer and the Beneficiary.

Guarantee term refers to the period of time that begins from the moment of completion of the provision of services under the Contract, during which the Contractor undertakes to provide the services for the elimination of the detected technical errors (defects), elimination of abnormal situations (failures and failures) on incidents with the implemented software. Customer software in the following extent:

- organization of a hotline by telephone and e-mail in order to receive and process information about incidents (technical errors, defects) and emergency situations in the system during the working days from 9 to 18 hours;
- analysis and classification of information about incidents (technical errors, defects) and freelance situations in the work of the system, development with the responsible employee of the object of introduction of software proposals on terms and ways of their elimination;
- if necessary, to make changes to the System in order to eliminate identified technical errors (defects) and to provide the Customer with updates of the System, designed in accordance with the requirements of this technical task;
- if necessary, replacement of the defective (including does not meet the requirements of this Terms of Reference) software (software) supplied by the Contractor.

Guarantee support includes the following services:
a) Explanation regarding:
- general approaches to software installation;
- general approaches to software administration;
- general approaches to the work of software users.

b) Technical Support Consultations:
- general software setup recommendations;
- services for checking the correctness of filling in the software settings.

c) Individual consultations of the technical support analyst on filling the installed software with information:
- to set up the process of service provision;
- according to the description and content of the software directories and classifiers (general recommendations).

d) Remote administration of the software, in case of problems of its functioning, if these problems could not be solved by consulting a technical support engineer (remote access should be provided by the representative of the Customer responsible for solving this issue), while in the duties of the Contractor not includes system and third-party software administration tasks;
e) Individual consultations of the Customer's specialists on refinement of the decision, which does not lead to change of the mode of operation of the System as a whole.

Throughout the life of the technical support, the Contractor is obliged to consider the Client's remarks to the System (within the requirements set out in this document) and to take measures to eliminate software errors or its settings made during the performance of the contract and which are the result of poor performance of the Contractor's services.

In the event of software malfunction during the warranty period, the Contractor shall, within 10 days, remove Customer's remarks about the System's functions and within 24 (twenty-four) hours, if technically feasible, from the time of system failure detection, shall be obliged to restore its efficiency.

4. Requirements for the contractor

- Company, FOP (individual entrepreneur) with a valid registration in Ukraine and experience of at least 3 years in software development and implementation;
- At least 2 similar projects implemented with local, public and / or state authorities;
- Experience in the development of system of workflow in the ATC is will be asset.
- Developed similar systems for over 200 users.
- Qualified professionals including Database Architect / Database Developer, Software Development Engineer, Software

Tester / Quality Education Engineer with relevant education and at least 2 years of experience in software development and user requirements development, writing technical documentation and procedural materials for many audiences or the like.

5. **Documents to be submitted in a technical proposal:**

☒ Organization's profile (date of creation, size, number of staff, description of key staff);

☒ A letter of interest / letter of offer, which outlines previous experience in implementing similar programmes and competitive advantages of the applicant company;

☒ A work plan with the proposed work schedule indicating the persons responsible for each area of activity;

☒ Annex 4 of this Terms of Reference for Functional Tasks is filled.

☒ Documentary confirmation (at least 1 developed systems) of experience in the development of system of workflow in the ATC if any.

☒ Developed similar systems with over 200 users. Provide documentary confirmation

☒ Personal CVs of the Project Team, including information about past experience in similar projects/ assignments, as well as confirmation of their availability if selected for this project;

☒ At least 2 letters of recommendation from previous clients / clients / partners reflecting the nature of the projects implemented, their results and the role of the applicant;

☒ Financial proposal.

6. **Terms of the contract:**

Offer the lowest price for a technically relevant application.

7. **PROPOSED PAYMENT SCHEDULE**:

The schedule of payments for the services will be agreed with the Contractor before the start of the assignment. Payments will be linked to deliverables and executed upon submission of Interim and Completion reports. A preliminary schedule is provided below.

- After achieving of the result of the Stage 1 and submission of the Inception Report – 20%;
- After achieving of the result of the Stage 2 and submission of the First Interim Report – 70%;
- After achieving of the result of the Stages 3 and submission of the Final Report– 10%

8. **Estimated value of the offer**

Bidders must submit their bids in the following format. All costs associated with the provision of services must be included in the price offer (for example, travel expenses, business trips, staff salaries, accommodation, etc.). The bid of the tenderer to be contracted is fixed and cannot be reviewed during the performance of the contract.

№	Activities / Costs	Unit of measurement	Quantity	Price per unit, excluding VAT, currency	Sum, without VAT, currency.
1	Preparatory work	service	1		
2	Installation of the EDMS and SES	service	1		
3	Adapt user guide	service	1		
4	Preparation and conduct of training sessions for EDMS and SES management staff	service	2		
5	Advising users in the process	service	1		
6	Guarantee support of the system	month	18		
	Total				

Technical Specifications System (EDMS and SES)
- The system must function in accordance with the requirements of this Terms of Reference.
- Any details not described in this Terms of Reference will be determined and developed at the Contractor's sole discretion.
- The system must comply with certain principles that ensure the quality, openness and technological independence of the Customer from the Contractor.
- The kernel of the System should be built on the principles of 2-tier client-server architecture and provide for the high availability of the System, low latency in processing requests, and a reduction in the requirements for maintenance of the server component through the redistribution of load between the server and the client workstations.
- The system's data warehouse should be built as a centralized database (centralized architecture). The system should enable the use of operational and long-term archives (distributed multi-server architecture). When using a

distributed architecture, historical and archival data can be rendered to separate data warehouses with reduced access speed requirements. Access to up-to-date and archived data in the System should be transparent to the user and should not require explicit switching between the main and archive servers.

- A universal client workstation must be implemented in the System – the set of functions and modules used is regulated only by the authority and user rights and does not require the installation of additional software.
- Automated workplace software should provide users with the ability to display the document in both a general form (registration and control card) and a compact, as simple as possible, paper-like approach, as well as the ability to switch the display (automatically and automatically) user preference), depending on the type of document operation (for example, it would be more convenient to view the draft document in a simplified view, and fill in registration forms in a full view).

General requirements:

- A directory of organizations must be maintained in the System to use references to them from technical documents.
- The system must allow the creation and management of an unlimited number of document types at the system administration level.
- The system must support the organizational structure.
- The interface must be in Ukrainian.
- The system should be able to create unified procedures for managing document routing, based on the basic capabilities of the system.
- The system must ensure that access rights are differentiated based on affiliation with the organization, access group, role, and the point of the object's lifecycle in the system. A flexible role model for access to the information contained in the System modules must be set up.
- The system must include a mechanism for obtaining a sample of data by specified criteria forces of employees of enterprises with subsequent printing or output in an external file for processing in office applications.
- The system should provide easy and effective access to documents and data records for operators and supervisors;
- The system should run on Microsoft Windows Server Datacenter 2016. As a Web server, the Apache 2.4 Web server is to be used to work with the system. The database must be a Microsoft SQL Server 2016. The DBMS and application server can be installed on physically different machines.
- **The user interface must meet the following requirements:**
- Ensure the authorization of users by login and password;
- Provide a mechanism for registering new Users, as well as editing and deleting profiles;
- Provide users access to Features in accordance with the access rights they have been granted;
- Programming process sequences
- Manage directories
- Maintain compatibility with Google Chrome browsers version 72.0 and higher.

Requirements for ergonomics and technical aesthetics
- The system must provide a standard WEB-based user interface that meets the following requirements:
- Dialogue with the User should be optimized to perform typical and frequently used operations;
- User interaction with the system must be in Ukrainian, except for individual system messages;
- Display on the screen only those features that are available to a particular User;
- Display on the screen only the information needed to perform the current application task;
- Display on the screen the progress of lengthy processes;
- Provide the ability to access directories when working with input fields.

The system provides automation of the following activities:
- Receiving, processing and transfer of incoming documents;
- Preparation, processing and sending of source documents;
- Preparation, processing and transfer of internal documents;
- Control of execution of incoming and internal documents;
- Control of execution of source documents;
- Control of source documents;
- Keeping an electronic archive;
- Creation of algorithms of process passage;
- Process control;
- Control of executive discipline and preparation of reports;
- Protection against unauthorized access to operations and the database of electronic documents;
- Ensuring the integrity of the database of electronic documents;

Performance requirements
- Provide the ability to operate with 100 or more users connected at the same time.

- Response time for a user's http request is no more than 3 seconds (time to receive the first byte of information) and no more than 30 seconds for a full-page load for 90% of requests. An exception may be requests related to accessing external systems online

Security requirements
- Reliability of information support of the Complex should be ensured by a set of used DBMS facilities, system of complex administration and implementation of mechanisms of daily data backup, organization of such measures is carried out by the Customer.
- The reliability of special application software must be ensured by a set of debugging, search and error elimination steps in the stages of setting up the functional architecture and experimental operation of the Complex;
- The reliability of common application and system software must be ensured through the use of licensed software.
- The reliability of the equipment of the Complex must be ensured by the use of certified computing equipment, components and data transmission means.
- It should be possible to provide data transmission between territorially remote units, within the Complex, through the communication channels by the protected means of the operating systems used.

System requirements:
- Access to information only to authorized users;
•**Differentiation of user access rights to objects and functions. There are the following options for delimiting access to documents:**
- Full access;
- Reading;
- Change;
- Removal.
• Logging user actions when using the system. The system should provide an automatic logging of the following basic actions:
- Login \ Logout;
- Creation;
- Editing;
- Removal;
• For the effective functioning of the system, the requirements for the following groups of personnel should be defined:
- system administrators;
- security administrators;
- system users

Documentation requirements

The system must be accompanied by operational documentation in the Ukrainian language corresponding to the current

version of the system.

The documentation should include the following components:
• System Administrator's Guide;
• System user manual.
In case of changes, which will require changes in the procedure of working with the system, the documentation will be updated and submitted to the Customer.

Other requirements

Requirements for channels for communication with the Hardware server and DBMS in case of separate installation:

• Bandwidth: at least 100 Mbps.
General requirements for communication channels:

• TCP / IP support;
• Support for permanent TCP / IP connections.
Mail Server Requirements:

• Provide appropriate access to a mail server with a agreed account (e-mail) to send system messages and communications with users.

Technical requirement for SES
- Improve infrastructure and technology of information systems used for the provision of services;
- Integrate with the existing information system and involve the organizations delivered its processes;
- Provide document management, registration, version control, information security;
- Support digitalization of the document, using scanners that supports the TWAIN interface;
- Work with electronic services and documents, use of EDS;
- Include records management: long-term archiving and automation of document strage in accordance with regulatory requirements;

- Include workflow management: supporting business processes and routing information according to work tasks and states;
- Provide a convenient interface for the users when ordering e-services and receiving the results;
- Access to the TsNAPs employees to receive, issue and process documents, with the official terms;
- Format electronic documents, including applications for the provision of a state or municipal service. The correspondence of the information must contain the electronic image of the documents and be certified by electronic signature of the officials of the TsNAP;
- Support the formation of documents to the public service body, in accordance with the requirements of regulatory legal acts and interaction agreements;
- Create a storage of information on the history of the applicants' applications in accordance with the requirements of the legislation for hardwear and softwear information systems;
- Establish automatic load distribution system between employees of the TsNAP;
- Access to the applicants to identify the progress of the provision of services;
- Receive requests from applicants for administrative services, transfer those requests to the existing information system, provide the results of the provision of service to the applicant at the TsNAP or an authorized authority;
- Identify the citizens by means of BankID, MobileID, EDS, IDcard (passport of the citizen of Ukraine) to connect and sign relevant agreements;
- Formation statistical and analytical reports on the results of TsNAPs activities during the reporting period;
- Monitor and collect statistical reports on the compliance with the provisional indicators of public service provision specified in regulations and standards, on the number and quality of administrative services provided;
- The SES must be connected to the Local Area Network (LAN), as well as external telecommunication networks for the remote access. The SES must connect to the external access, including a Virtual Private Network (VPN);
- The SES software must have a resuming function in case of an error. The system should establish a backup function for storing information by Database Management System (DBMS).

The Electronic Personal Cabinet should provide the following administrative services online:
- User accounts must be managed by the administrator of the administrative services system in the "Personal account" section;
- Services must be available in the Electronic Personal Cabinet for ordering them electronically and for obtaining the result of the service;
- All service results must be digitally signed and downloaded electronically, without any presence at the TsNAP;
- The section on ordering "Public services" online should also be present in the personal office;
- Establish an option for receiving the Mobile Administrator service. It should have a function to register via the electronic form on the portal and specify your contact details and the kind of the administrative service;
- The customer will receive the result of the service in the Personal Cabinet or will receive the original documents in person at the Administrative Services Center after receiving the SMS notification on the execution and presentation of the identification document.

5. Ergonomics and requirements

- The main requirement for ergonomics is the comfort and intuitiveness of the interface, the unified layout of the main function buttons, the uniformity and compliance with system-wide requirements for the use of dialogs, messages and screen forms. When performing standard queries, the user must work with the system in real time.
- The system must have a graphical user interface. The dialog with the user must be optimized to perform typical query operations and input relevant information into the System Data Base.
- If the system detects an error in the user's action, a message will be issued. The message will provided a sufficient explanation of how the error should be fixed.
- All controls that perform the same function should have the same name. .
- Fields whose information is required must be specially marked so that they are visually different from those fields that are optional. The system should provide for the use of directories when working with input fields.
- The interface elements must be optimized for operation so as to maximize user performance and minimize the amount of errors that are made when entering information and performing operations.
- Experimental operation is foreseen to identify and eliminate defects in the software interfaces. In the case when defects of the interface are detected after delivery - in the course of technical support of the System.
- The architecture of the web portal should allow for scalability and expansion of the system. Additional functionality should be added by including additional modules without substantially upgrading existing modules. The architecture of the web portal should provide for the independence of the information display module from the storage and information management module. The architecture of the web portal should provide for the independence of the system implementation from the hardware platform and the server operating system. Support for the functioning of a web portal should include the ability to perform basic operations to support it by people who have no special training in programming or html coding, except for general computer and web browser skills. The cost of labor and time spent to modify the portal should be reasonable. The portal should work with the system of identification of the person (BankID, MobileID, EDS, id-card) and be compatible with the "Personal account".

- Text encoding to be used on all pages of all language versions and in the database - UTF-8.
- The web portal software must ensure that the web portal operates 24 hours a day, 7 days a week, 365 days a year (provided that the hardware is up and running).
- Web portal software should not require interruptions to the maintenance and / or backup of the content of the web portal.
- The system must provide the ability to backup and restore information arrays.
- The overall design of the web pages of the portal should be based on stable standards and should not use the features available only in individual browsers.
- Graphics (photos and drawings) are created in JPEG (photos) and GIF (drawings) formats, with mandatory optimization for displaying on the Web in size and color. Graphics should be displayed correctly (without significant distortion) in the Web-safe palette: 256 colors.
- The design of the web portal should meet all modern standards and directions in web design, be simple and at the same time modern and informative.
- The user interface must provide a clear, intuitive representation of the information placed on it and be able to quickly and logically transition between sections.
- The web portal design should be responsive, allowing you to work with the web portal using your smartphone, tablet, laptop or personal computer.
- Unless otherwise stated, photographs and other graphic materials for designing and designing the web portal are provided by the Customer.
- Navigation elements should provide a clear understanding of the content of users: links to pages should contain headings, symbols should be in accordance with conventional. Graphic navigation elements must have an alternative signature.
- The menu buttons should be clear, there should be a clear section between the menu items.
- The web portal design should be properly displayed in the following major browsers: IE 9.0 and above, the latest versions of Mozilla Firefox, Opera, Chrome, as well as the major mobile browsers.

REQUIREMENTS OF CURRENT LEGISLATION

The EDMS must meet the requirements of applicable regulatory documents, namely:

- Constitution of Ukraine;
- Law of Ukraine "On Citizens' Appeals";
- The Law of Ukraine "On Information";
- Law of Ukraine "On Protection of Personal Data";
- Law of Ukraine "On Electronic Documents and Electronic Document Management";
- Law of Ukraine "On Electronic Digital Signature";
- The Law of Ukraine "On Access to Public Information";
- The Law of Ukraine "On Information Protection in Information and Telecommunication Systems";
- Decree of the President of Ukraine dated 13.02.2017 No. 32/2017 "On the decision of the National Security and Défense Council of Ukraine of December 29, 2016". On threats to the state's cybersecurity and urgent measures for their neutralization;
- Resolution of the Cabinet of Ministers of Ukraine of November 30, 2011 No. 1242 "On Approval of the Model Instruction on Paperwork in the Central Bodies of the Executive Power, the Council of Ministers of the Autonomous Republic of Crimea, Local Bodies of the Executive Power";
- Resolution of the Cabinet of Ministers of Ukraine of April 14, 1997 No. 348 "On Approval of the Instruction and Clerkship for Citizens' Appeals in Bodies of State Power and Local Self-Government, Associations of Citizens, Enterprises, Institutions, Organizations Regardless of Ownership Forms, Mass Media";
- Resolution of the Cabinet of Ministers of Ukraine of November 21, 2011 No. 1277 "Issues of the Public Information Accounting System";
- Resolution of the Cabinet of Ministers of Ukraine of May 25, 2011 No. 583 "Issues of implementation of the Law of Ukraine" on Access to Public Information in the Secretariat of the Cabinet of Ministers of Ukraine, central and local executive authorities";
- Resolution of the Cabinet of Ministers of Ukraine of October 28, 2004 No. 1452 "On Approval of the Procedure for the Use of Electronic Digital Signature by State Authorities, Local Self-Government Bodies, Enterprises, Institutions and Organizations of State Ownership";
- Resolution of the Cabinet of Ministers of Ukraine dated 19.10.2016 No. 736 "On approval of the Model Instruction on the procedure of keeping records, storage, use and destruction of documents and other material media of information containing official information";
- Resolution of the Cabinet of Ministers of Ukraine of September 24, 2008 No. 858 "On Approval of the Classifier of Citizens' Appeals";

- Resolution of the Cabinet of Ministers of Ukraine of March 29, 2006 No. 373 "On Approving the Rules for Information Protection in Information, Telecommunication and Information and Telecommunication Systems";
- Ordinance of the Cabinet of Ministers of Ukraine of March 10, 2017 No. 155-p "On Approval of the Action Plan for 2017 on Implementation of the Cybersecurity Strategy of Ukraine";
- "Regulation on the System of Electronic Interaction of Executive Bodies", approved by the Cabinet of Ministers of Ukraine Resolution No. 670 of July 18, 2012;
- "Procedure for Working with Electronic Documents in Records and Preparing them for Transfer to Archival Storage", approved by Order of the Ministry of Justice of Ukraine 11.11.2014 No. 1886/5;
- «Requirements for data formats of electronic document circulation in public authorities. Electronic message format », approved by the Order of the Ministry of Education and Science, Youth and Sports of Ukraine on 20.10.2011 under No. 1207 and registered with the Ministry of Justice on 15.11.2011 under No. 1306/20044;
- Order of the Ministry of Justice of Ukraine and the Administration of the State Service for Special Communication and Information Protection of Ukraine dated 20.08.2012 No. 1236/5/453 "On approval of requirements for formats, structures and protocols implemented in reliable electronic digital signature";
- DK 010-98 "State Classifier of Management Documentation";
- DSTU 4163–2003 "Unified system of organizational and administrative documentation. Requirements for paperwork ».
- DSTU 2394 - 94 «Information and documentation. Terms and Definitions »;
- DSTU 2732: 2004 "Records management and archival affairs. Terms and definitions".
- DSTU 3918-1999 (ISO / IEC 12207: 1995) "Software life cycle processes"

Terminology:
- **System** is software that is developed in accordance with this Terms of Reference and is intended for the automation of service delivery processes and electronic document flow.
- A **hardware server** is a computer that provides users with their computing and disk resources, as well as access to installed services.
- **Database** - a database for the accumulation and storage of system data, describes the characteristics of these data and the relationship between their elements.
- **Screen Form** - A graphical model that displays the composition, content and position of data that will be used to implement the User's dialogue with the system.
- **System component** - components include software modules, libraries, executables, configuration files, protocols, and more.
- **System user** - a person who is properly registered in the system, possesses personal information for authorization in the system and performs certain actions for work with the system in accordance with the access rights that it possesses.
- **Operation** - a logical sequence of actions performed in a specified order, which is accompanied by the exchange of information in the system.
- **Login** is the login name of the User.
- **Authentication** is the process of authenticating a user based on a user ID - login and password, and, if necessary, an additional identifier. In case of successful authentication, the system shall authorize it with further permission of the User to work.
- **Authorization** - Controls the levels of access to system resources depending on the User ID and the authority given to him to perform certain actions on the system.
- A **browser is software** for a computer or other electronic device, usually connected to the Internet, which enables the User to interact with text, pictures or other information on a hypertext web page.
- **Profile** is a digital representation of the totality of User data.
- **Essence** - The basic defining concepts in the System, which are due to the necessary internal connections.
- **Function** - a set of specific operations, elements of the System that provide users with new features.

Abbreviations used in the document

FORMAT	DESCRIPTION
DB	Database
OS	Operating System
SW	Software
PC	Personal Computer
DBMS	Database management system
ICT	Information and communication technologies
BP	Business process
EDS	Electronic digital signature
ATC	Amalgamated territorial community
EDMS	Electronic Document Management System
SEV OVV	The system of electronic interaction of executive authorities (SEV OVV Ukrainian abbreviation)

FORMAT	DESCRIPTION
DB	Database
OS	Operating System
SW	Software
PC	Personal Computer
DBMS	Database management system
ICT	Information and communication technologies

Software Requirements

	The main criteria:	Participant response cannot be "yes" or "no"
	The software must meet the following requirements:	
1.	Keeping a register of one or more settlements (ATC) simultaneously in electronic form	
2.	Automation of all registration actions	
3.	Automated logging of document registration	
4.	System of directories for auto supplementation and elimination of errors (issuing bodies, military ranks / specialties, commissariats, name, patronymic, administrative units);	
5.	More than 20 automated documents (statements, certificates, address cards, registration cards) of A4 / A5 format with editing	
6.	Ability to add scanned documents to client record	
7.	Working with the ID of a citizen of Ukraine (read and write data)	
8.	Key Authorization (EDS)	
9.	Ability to work on any computer without being tied to a specific workplace, and no need to configure each PC - one copy of the software and an unlimited number of users;	
10.	Ability to generate reports for the State Register of Voters, Military Commissariat, for the SMS, DSPP	
11.	All reports are automated, including reports on the work of users (administrators / operators) of TsNAP for analytics	
12.	Creation of a secure (encrypted) connection between the workstation of the user (Elder) and the Application Server.	
13.	Creating new users with role-sharing, authority (view / edit) - remote places (utilities, SMS, etc.);	
14.	Flexible system for managing users by groups and roles, the ability to provide access to specific addresses;	
15.	Logging all user actions / village elder (any action should be displayed in chronological order per second)	
16.	Possibility of software revision if needed;	
17.	Importing of previous database and its adaptation in the context of cities / villages / streets - voter register, SMS, 1C reports, files and more.	
18.	Automated error reduction	
19.	Unlimited workstation	
	Purpose of the system:	
20.	keeping a register of the territorial community (also for the ATC) electronically	
21.	electronic document management between the subjects of service provision	
22	search for documents, registration and other data on any details;	
23	support for document filters, directories, cards, etc. Ability to select services for certain periods;	
24	quick transition to the appropriate card;	
25	print a cover card with a feedback code and barcode;	
26	automatic determination of the service provider and redirection of the service card;	
27	determination of terms of performance;	
28	group work of CNAP coordinators with cards;	
28	setting the validity of the user account;	
30	assigning various user access rights to databases and interface	

	elements of the program by setting roles;	
31	storage in the database of electronic copies of documents created by means of scanning-recognition or by means of office means;	
32	control over implementation with the possibility of imposing resolutions and deadlines;	
33	fast display of hot and overdue services;	
34	automated control of service delivery indicators;	
35	display of statistics of work of administrators of TsNAP;	
36	formation and printing of reports, construction of graphs and charts;	
37	creation and maintenance of archival electronic copies of cards and documents for previous years;	
38	transfer of cards to the archive;	
39	SMS informing service recipients about the readiness of the service;	
40	import and export of data;	
41	the ability of management and controllers to directly participate in the work of the system in order to obtain operational and analytical information without the involvement of specialists;	
42	signing of documents by electronic digital signature (Ministry of Justice, SFS, ACSK Ukraine);	
43	verification of the authenticity of the electronic document;	
44	maintaining a register of protocols and resolutions on violations of the law;	
45	maintaining a register of individuals (community demographic register);	
46	maintaining a register of users of the personal account;	
47	confirmation of the issuance of documents using a graphic tablet of the signatory in electronic form (no need to keep a paper journal of the issuance of documents, all in electronic form);	
48	available cloud version of the software;	
49	connecting clients to the database server via the Internet.	
50	verification of the authenticity of the electronic document;	
51	maintaining a register of protocols and resolutions on violations of the law;	
52	maintaining a register of individuals (community demographic register);	
53	maintaining a register of users of the personal account;	
54	confirmation of the issuance of documents using a graphic tablet of the signatory in electronic form (no need to keep a paper journal of the issuance of documents, all in electronic form);	
55	available cloud version of the software;	
56	process automation and control;	
57	keeping an electronic archive;	
58	optimization of internal activity;	
59	organization of a single information space and increasing the management of documentary flows in conditions of a territorially distributed structure;	
60	improved productivity in document management and executive discipline;	
61	control over the execution of orders, regulations and requirements for the workflow;	
62	reducing the cost of support and complexity of information systems;	
63	reducing the costs associated with document management and paperwork;	
64	compliance with the principle of registration of documents.	
The implementation of the System should ensure:		
65	A significant reduction in the time for approval of documents;	
66	Increasing transparency and control over document handling;	
67	Registration of the entire history of the document	
68	Prevention of possible loss of documents;	

69	Increasing the speed of finding relevant documents;	
70	Extensive monitoring and reporting capabilities;	
71	Reducing the time for the transfer of documents, improving the security of the transfer of documents and reducing the risk of losing documents during their transfer;	
72	Optimization of processes of coordination of organizational and administrative documentation and contracts;	
73	Increasing the level of enforcement discipline by delivering documents and assignments electronically to the workplaces of users, as well as by providing the possibility of automated control over the execution of documents and construction of reports on the execution of documents;	
74	Improving the reliability of document storage;	
Improve efficiency and speed up information retrieval:		
75	Unification of document forms through the use of document templates;	
76	Storage and control of content of constant and conditionally constant information;	
77	Providing further integration with other information systems to provide more consolidated information space and transparency of document processing;	
78	Reducing time and minimizing errors in execution processes through automation, and defined sequences;	
The system should provide:		
79	a set of workflow management tools, automation of service delivery processes, archive management, log generation, and more.	
80	a register of services with a description of attributes (name, basis, terms, cost, invoices, documents, acts, information cards, etc.), and a mechanism of planned change of attributes without loss of accounting and control; automatic control over compliance with deadlines.	
81	Service Script Designer system that allows the programming of service flow algorithms independently and step-by-step, to edit all processes, and a system to provide for the automated provision of services under the planned scenario, according to the service technology map. Provide services from the moment of the person's request to the actual receipt of the service and completion of internal processes.	
82	a template builder that allows the user to make changes to document templates independently without the involvement of developers.	
83	accelerate interaction with subordinate organizations, and other authorities. Reduce the cost of storing documents through the organization of an electronic archive and reduce the cost to the authorities of ensuring interaction with each other. Increase the level of executive discipline and simplify control mechanisms.	
84	Automatic maintenance of any necessary logs	
85	Electronic archive of documents and cases (history of appeals), and a system for accounting and management of the physical archive. A system for searching documents and cases under various criteria.	
86	According to the conditions, the system must be implemented on server equipment (or a cloud service) at the request of the customer in accordance with the requirements of the current legislation and this technical specification.	
87	The portal of Administrative Services should be created on the principle of a modular system.	
88	The Administrative Services portal should exist as an industrial model. The model should be implemented and fully functioning at least in one institution (state or local government) in Ukraine	
89	Windows Server 2016 (Standart) or System Deployment	

	based on the Open Source platform (with the full name of the replicated Industrial Open Source platform). - ready to use web server portal; - CIFS interface that provides file compatibility of Microsoft Windows and Unix OS systems over the Internet; Unix OS over the Internet.	
90	It is required to present the description of the developed functionality system with relevant screens forms. The proposed platform for existing on the date of publication of the announcement about bidding on licensing rules should not require any purchase costs on the platform itself separately, updates of platform versions, changes of users' number etc.	
Additional requirements:		
91	Use for work system free industrial relational DBMS: PostgreSQL, MySQL, Microsoft SQL Server 2016 Standard, or equivalent. Offered free DBMSs should not have functional, hardware or software performance restrictions and information storage volumes	
92	Possibility during the day give access to test environment to get acquainted with the system functionality and confirmation of compliance with the characteristics stated by the Participant	
93	installation of portal on the basis of operating systems (Linux), database management systems (MySQL) and application server (Apache Tomcat)	
The following functional must be configured in the system:		
94	- a subsystem that enables rapid decision making in the document processing;	
95	- step-by-step fixing of the process of administrative service provision with the possibility of controlling the performance timing of the whole service and its separate stages;	
96	- Forming of the accompanying documents for the service and providing an opportunity to include their scans in the electronic file;	
97	- prompt receipt of information on the service progress;	
98	- formation of statistical and analytical reports on the activity of TsNAP;	
99	- Modifying service delivery options by setting service settings and interactive forms for service delivery (without changing the system itself);	
100	- centralized registrarion of system users using the single authorization principle;	
101	- role-playing approach to the process of service delivery and its implementation;	
102	- integration with a certified crypto-provider which corresponds to the requirements of regulations;	
103	- templateization of all types of documents (the system must have an option to change templates by system users with the appropriate rights, for example, Administrators);	
104	- - registration of users' personal data changes while saving the history of changes (who changed, when, what exactly);	
105	- Work mode of the personal office 7 days a week, 24 hours a day, except for regular work that includes:	

	- work on updating the system in a test or production environment (as a system update, not more than once a month, lasting no more than two hours); - technical maintenance of servers in working condition, duration not exceeding 6 hours per month; - 3. regular maintenance of the system in working condition, duration should not exceed 6 hours per month.	
106	- the service delivery processes for the relevant units of the TsNAP must be fully consistent with the logic of the system implementation object, not create additional load on the system operators, simultaneously with the complete cycle of office work automation;	
107	- - printed forms must meet the Customer requirements;	
108	- Registered users (TsNAP employees) must be able to log in the system;	
109	- All software should not require periodic license fees for use.	
110	- a subsystem that provides rapid decision making in the process of document processing;	
111	- step-by-step fixing of the process of providing the administrative service with the possibility of controlling the performance timing for the whole service and its separate stages;	
112	- Forming of the accompanying documents for the service and providing an opportunity to include their scans in the electronic file;	
113	- prompt receipt of information on the service progress;	
114	- formation of statistical and analytical reports on TsNAP activities;	
115	- Modifying service delivery options by setting service settings and interactive forms for service delivery (without changing the system itself);	
116	- centralized accounting (registration) of system users using the single authorization principle;	
117	- role-playing approach to the process of service delivery and its implementation;	
Software features should provide the following functionality:		
1. In terms of organization of interagency interaction process:		
118	− support the process in forming a set of documents for submission to the relevant agencies and organizations;	
119	− formation of parallel, consecutive requests to public authorities;	
120	− document tracking in the process of service provision;	
With regard to the service delivery process management in the TsNAP:		
121	− the distribution of the service delivery process among TsNAP staff members who perform different roles, with the possibility of delegating and combining the authority of certain roles and users;	
123	− step-by-step fixing of the process of service delivery, control over the terms of performance, both the whole service and its separate stages;	

124	– information support of the service provision process and implementation of internal TsNAP regulations;	
125	– tracking the history of service provision;	
126	– the possibility to quickly configure the service delivery process without rewriting the program code;	
127	– formation of statistical and analytical reporting on TsNAP activities.	
With regard to applications' registration and processing of documents:		
128	– The software should be able to search for a previously registered applicant and view the history of their applications.	
129	– ensuring the applicant's authorization and authentication on the TsNAP portal, including the methods described above;	
130	– support of the process of a documents' acceptance, control over compliance documents attached to the form with the list necessary for the service provision;	
131	– Forming of the accompanying documents for the service and providing an opportunity to include their scans in the electronic file;	
132	– template printing of all types of documents;	
133	– scanning from the workplace using the TWAIN interfaces and storing electronic images of documents submitted to the TsNAP for services;	
134	– confirmation of the compliance of an electronic copy with the hard copies of the documents that are on a file with the help of the EDS.	
In terms of system administration and management:		
135	– quick change of logic for service delivery processes, adding / deleting services without changing the program code;	
136	– the possibility to independently set up any quantity of administrative services for provision in the resident personal cabinet	
137	– possibility to create and modify report templates;	
138	– keeping a log file (logs) in which all events occurring in the system should be recorded;	
139	– Operator management with the help of a single system base that allows to change employee roles in a centralized manner;	
140	– managing access for certain employees to certain service settings;	
141	– management of system accounts.	

Requirements for configuring the electronic order generation subsystem for ordering services
The subsystem must allow to generate electronic forms of services, based on the service delivery scheme that the TsNAP operator works with while entering data into the system.

The following requirements apply to the electronic form generator services:		
142	- Online (interactive) forms for user input should only be generated based on schemes without the need for additional parameters or other software modifications.	

The interactive forms generated must support the following features:		
143	- Adding and deleting of margins, data blocks and sub-blocks, the data in electronic form in an interactive mode;	
144	- format-logical control of data	

145	- functionality of prompts to the user;	
146	- formation of service registration on the basis of data entered by the user in an interactive form, including validation of the received ones;	
147	- use of an expanding library of margin templates and data blocks to ensure the unification of interactive forms of services;	
148	- an additional description of the margins of the service scheme with subsequent visualization of the description data in an interactive form;	
149	- support for simple, hierarchical and related directories	
150	- use of DBMS software implemented in TsNAP;	
151	- provision of administrative services in accordance with the procedure used in the implemented TsNAP software;	
152	- support for references containing unstructed data as elements;	
153	- Autocomplete of margins in the interactive form on the basis of the data contained in the register of services, with the function of prohibition of data editing.	
154	- Adding and deleting of margins, data blocks and sub-blocks, the data directly in an electronic form in an interactive mode;	
155	- functionality of prompts to the user;	

Requirements for configuring the subsystem for receiving (acceptance) and processing requests for administrative services

The subsystem for receiving (accepting) and processing requests for the provision of administrative services is intended to ensure the process of receiving (accepting) from applicants the package of documents defined by the requirements of the relevant administrative regulations for the provision of administrative services, as well as ensure the further process of processing the registered requests by the staff of TsNAP.

The subsystem must be configured to perform the following set of complex functions:

156	- record of basic information about applicants - citizens who are the customers of TsNAP services (surname, name, patronymic, date of birth, IDN, residence and registration addresses, contact information (telephone number, e-mail address), data from the document that verifies the identity), etc .;	
157	- storing information about applicants upon their consent in the TsNAP software database, and downloading this information upon repeated request for autocomplete of the subsystem input forms;	
158	- identification of citizens in the service windows and the possibility of signing documents with a qualified electronic signature, use of a digital tablet of a signer;	
159	- registration of the basic data of legal entities that are the customers of TsNAP services (full and short name, registration address and postal address, IPN, contact person who should be addressed on behalf of the legal entity);	
160	- registration of the documents submitted upon appeal;	
161	- accounting the services provided to the applicant;	
162	- accounting of basic information on the documents required for the provision of administrative services (short name, full name, organization that issues the document);	

163	- formation of unique codes of the applicant's address;
164	- Formation of an application for transfer to software, which has already been introduced in the TsNAP, including the option to attach electronic copies of documents;
165	- automatic distribution of workloads among TsNAP employees according to their roles with the possibility of reassignment;
166	- display the service status.

Requirements for setting up the administrative information subsystem

The subsystem is intended to provide information on the procedure for the provision of administrative services, when considering an application for the provision of administrative services, and on other issues related to the provision of administrative services.

The subsystem must be configured so that:	
167	for each service to configure (with the help of visual tools) the status of its provision with the display of its status;
168	for each service to determine (by means of visual tools) the contents of the document packages required for the provision of the service;
169	configure the document package with an intuitive step-by-step wizard, without programming;
170	display a feedback code for each orded service to track the status of the administrative service;
171	output of the service in the form of an electronic document signed with the EDS.

The administration and information security subsystem must be configured to provide:	
172	- managing the list of users in the system: creating, editing, blocking, deleting users, assigning and editing access rights to the functions and objects of the TsNAP software on the basis of a role-based approach;
173	- system configuration: creation, editing, deleting of executors and units of TsNAP;
174	- management of reference information;
175	- work with the event log in the system, in particular event logging;
176	- protection of information from unauthorized access.
177	- adjusting the same parameters for different subsystems of software once and from a single interface;
178	- access to the subsystem through a non-registered user interface (software of the employee responsible for administering and setting up the TsNAP program).

Requirements for configuring the statistical reporting subsystem

Mechanisms for generating statistical and analytical reports based on templates should be set up in the statistical reporting subsystem.

The subsystem must have a well-established mechanism for generating additional reports by TsNAP staff without programming.

The subsystem must be configured to download finished reports in .xls, .xlsx, .doc, .pdf formats.

The following forms of statistical reporting must be configured by the Contractor when implementing the software:	
179	– the number of applicants seeking for services;
180	– the number of applications received (accepted);
181	– the number of consultations on services;
182	– the number of refusals on service provision;

183	– the number of suspension of services;	
184	– the number of violations of regulatory procedures and deadlines;	
185	– the number of the completed documents received from the executors within the term set by the regulations.	
Requirements for the setup of the TsNAP personal cabinet system		
As a result of the implementation and setup of TsNAP personal cabinet should contain:		
186	a) a list of administrative services provided electronically	
187	b) the number of administrative services provided in the personal cabinet;	
188	c) terms of providing administrative services;	
189	d)the amount of payments paid by the applicant upon receipt of the administrative services, the procedure for their payment;	
190	i) information on additional (related) services, as well as on the services necessary and obligatory for the provision of administrative services, the amounts and the procedure for their payment;	
191	g) administrative service information cards;	
192	e) other information required to obtain administrative services.	
As a result of the implementation and adjustment the personal cabinet should:		
193	support its use on mobile devices;	
194	identification of a person with the help of BankID, MobileID, EDS, IDcard (passport of a citizen) (under condition users provide the system with initial data for connection and signing of the relevant memorandums and agreements);	
As a result of the adjustment the TsNap personal cabinet should has the following sections:		
195	1. A list of services provided electronically.	
196	2. A news-information section.	
197	3. Section for setting up the applicant's personal account (cabinet) (natural or legal person).	
198	4. Administration module.	
199	5. Section of connection with the database.	
200	6. Feedback section.	
201	7. Section of ordered services.	
202	8. Section of ready services.	
As a result of the setup, the functionality of the TsNAP Personal Cabinet should include:		
203	1. Provision of detailed information on the procedure for receiving administrative services in electronic form	
204	2. Information cards of administrative services with the specified information on categories of applicants eligible for services, grounds for refusal to receive services, requirements for completeness of documents, templates and forms of documents.	
205	3. BankID, MobileID, EDS, IDcard (citizenship passport) authorization (under condition users provide the system with initial data for connection and signing of relevant memoranda and agreements).	
206	4. Provision of information to applicants on the progress of the service provision via a personal cabinet.	
Integration with the remote support subsystem must be configured in the personal cabinet to allow the applicant to receive an independent consultation online.		

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION[3]
(This Form must be submitted only using the Supplier's Official Letterhead/Stationery[4])

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. **101-2020-UNDP-UKR-RFQ-RPP**:

TABLE 1: BRIEF COMPANY PROFILE

BRIEF COMPANY PROFILE	
The Supplier must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:	
Full registration name	
Year of foundation	
Legal status	If Consortium, please provide written confirmation from each member
Legal address	
Actual address	
Bank information	
VAT payer status	
Contact person name	
Contact person email	
Contact person phone	
Company's core activities	
Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations (If any);	Please indicate here
Business Licenses – Registration Papers, Tax Payment Certification, etc	
Certificates and Accreditation	Please indicate here applicable including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
Please provide contact details of at least 3 previous partners for reference	Please attach the signed reference letters (if any).
Company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.	Please confirm (Answers: Yes, we are in the list/No, we are not in the list)

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[3] *This serves as a guide to the Supplier in preparing the quotation and price schedule.*
[4] *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*

TABLE 2: Conformity to the specification

Software Requirements

	The main criteria:	Participant response cannot be "yes" or "no"
	The software must meet the following requirements:	
21.	Keeping a register of one or more settlements (ATC) simultaneously in electronic form	
22.	Automation of all registration actions	
23.	Automated logging of document registration	
24.	System of directories for auto supplementation and elimination of errors (issuing bodies, military ranks / specialties, commissariats, name, patronymic, administrative units);	
25.	More than 20 automated documents (statements, certificates, address cards, registration cards) of A4 / A5 format with editing	
26.	Ability to add scanned documents to client record	
27.	Working with the ID of a citizen of Ukraine (read and write data)	
28.	Key Authorization (EDS)	
29.	Ability to work on any computer without being tied to a specific workplace, and no need to configure each PC - one copy of the software and an unlimited number of users;	
30.	Ability to generate reports for the State Register of Voters, Military Commissariat, for the SMS, DSPP	
31.	All reports are automated, including reports on the work of users (administrators / operators) of TsNAP for analytics	
32.	Creation of a secure (encrypted) connection between the workstation of the user (Elder) and the Application Server.	
33.	Creating new users with role-sharing, authority (view / edit) - remote places (utilities, SMS, etc.);	
34.	Flexible system for managing users by groups and roles, the ability to provide access to specific addresses;	
35.	Logging all user actions / village elder (any action should be displayed in chronological order per second)	
36.	Possibility of software revision if needed;	
37.	Importing of previous database and its adaptation in the context of cities / villages / streets - voter register, SMS, 1C reports, files and more.	
38.	Automated error reduction	
39.	Unlimited workstation	
Purpose of the system:		
40.	keeping a register of the territorial community (also for the ATC) electronically	
21.	electronic document management between the subjects of service provision	
22	search for documents, registration and other data on any details;	
23	support for document filters, directories, cards, etc. Ability to select services for certain periods;	
24	quick transition to the appropriate card;	
25	print a cover card with a feedback code and barcode;	
26	automatic determination of the service provider and redirection of the service card;	
27	determination of terms of performance;	
28	group work of CNAP coordinators with cards;	
28	setting the validity of the user account;	

30	assigning various user access rights to databases and interface elements of the program by setting roles;	
31	storage in the database of electronic copies of documents created by means of scanning-recognition or by means of office means;	
32	control over implementation with the possibility of imposing resolutions and deadlines;	
33	fast display of hot and overdue services;	
34	automated control of service delivery indicators;	
35	display of statistics of work of administrators of TsNAP;	
36	formation and printing of reports, construction of graphs and charts;	
37	creation and maintenance of archival electronic copies of cards and documents for previous years;	
38	transfer of cards to the archive;	
39	SMS informing service recipients about the readiness of the service;	
40	import and export of data;	
41	the ability of management and controllers to directly participate in the work of the system in order to obtain operational and analytical information without the involvement of specialists;	
42	signing of documents by electronic digital signature (Ministry of Justice, SFS, ACSK Ukraine);	
43	verification of the authenticity of the electronic document;	
44	maintaining a register of protocols and resolutions on violations of the law;	
45	maintaining a register of individuals (community demographic register);	
46	maintaining a register of users of the personal account;	
47	confirmation of the issuance of documents using a graphic tablet of the signatory in electronic form (no need to keep a paper journal of the issuance of documents, all in electronic form);	
48	available cloud version of the software;	
49	connecting clients to the database server via the Internet.	
50	verification of the authenticity of the electronic document;	
51	maintaining a register of protocols and resolutions on violations of the law;	
52	maintaining a register of individuals (community demographic register);	
53	maintaining a register of users of the personal account;	
54	confirmation of the issuance of documents using a graphic tablet of the signatory in electronic form (no need to keep a paper journal of the issuance of documents, all in electronic form);	
55	available cloud version of the software;	
56	process automation and control;	
57	keeping an electronic archive;	
58	optimization of internal activity;	
59	organization of a single information space and increasing the management of documentary flows in conditions of a territorially distributed structure;	
60	improved productivity in document management and executive discipline;	
61	control over the execution of orders, regulations and requirements for the workflow;	
62	reducing the cost of support and complexity of information systems;	
63	reducing the costs associated with document management and paperwork;	
64	compliance with the principle of registration of documents.	
The implementation of the System should ensure:		
65	A significant reduction in the time for approval of documents;	
66	Increasing transparency and control over document handling;	
67	Registration of the entire history of the document	

68	Prevention of possible loss of documents;	
69	Increasing the speed of finding relevant documents;	
70	Extensive monitoring and reporting capabilities;	
71	Reducing the time for the transfer of documents, improving the security of the transfer of documents and reducing the risk of losing documents during their transfer;	
72	Optimization of processes of coordination of organizational and administrative documentation and contracts;	
73	Increasing the level of enforcement discipline by delivering documents and assignments electronically to the workplaces of users, as well as by providing the possibility of automated control over the execution of documents and construction of reports on the execution of documents;	
74	Improving the reliability of document storage;	
Improve efficiency and speed up information retrieval:		
75	Unification of document forms through the use of document templates;	
76	Storage and control of content of constant and conditionally constant information;	
77	Providing further integration with other information systems to provide more consolidated information space and transparency of document processing;	
78	Reducing time and minimizing errors in execution processes through automation, and defined sequences;	
The system should provide:		
79	a set of workflow management tools, automation of service delivery processes, archive management, log generation, and more.	
80	a register of services with a description of attributes (name, basis, terms, cost, invoices, documents, acts, information cards, etc.), and a mechanism of planned change of attributes without loss of accounting and control; automatic control over compliance with deadlines.	
81	Service Script Designer system that allows the programming of service flow algorithms independently and step-by-step, to edit all processes, and a system to provide for the automated provision of services under the planned scenario, according to the service technology map. Provide services from the moment of the person's request to the actual receipt of the service and completion of internal processes.	
82	a template builder that allows the user to make changes to document templates independently without the involvement of developers.	
83	accelerate interaction with subordinate organizations, and other authorities. Reduce the cost of storing documents through the organization of an electronic archive and reduce the cost to the authorities of ensuring interaction with each other. Increase the level of executive discipline and simplify control mechanisms.	
84	Automatic maintenance of any necessary logs	
85	Electronic archive of documents and cases (history of appeals), and a system for accounting and management of the physical archive. A system for searching documents and cases under various criteria.	
86	According to the conditions, the system must be implemented on server equipment (or a cloud service) at the request of the customer in accordance with the requirements of the current legislation and this technical specification.	
87	The portal of Administrative Services should be created on the principle of a modular system.	
88	The Administrative Services portal should exist as an industrial model. The model should be implemented and fully functioning at least in one institution (state or local government) in Ukraine	
89	Windows Server 2016 (Standart) or System Deployment based on the Open Source platform (with the full name of the replicated Industrial Open Source platform).	

	- ready to use web server portal; - CIFS interface that provides file compatibility of Microsoft Windows and Unix OS systems over the Internet; Unix OS over the Internet.	
90	It is required to present the description of the developed functionality system with relevant screens forms. The proposed platform for existing on the date of publication of the announcement about bidding on licensing rules should not require any purchase costs on the platform itself separately, updates of platform versions, changes of users' number etc.	
Additional requirements:		
91	Use for work system free industrial relational DBMS: PostgreSQL, MySQL, Microsoft SQL Server 2016 Standard, or equivalent. Offered free DBMSs should not have functional, hardware or software performance restrictions and information storage volumes	
92	Possibility during the day give access to test environment to get acquainted with the system functionality and confirmation of compliance with the characteristics stated by the Participant	
93	installation of portal on the basis of operating systems (Linux), database management systems (MySQL) and application server (Apache Tomcat)	
The following functional must be configured in the system:		
94	- a subsystem that enables rapid decision making in the document processing;	
95	- step-by-step fixing of the process of administrative service provision with the possibility of controlling the performance timing of the whole service and its separate stages;	
96	- Forming of the accompanying documents for the service and providing an opportunity to include their scans in the electronic file;	
97	- prompt receipt of information on the service progress;	
98	- formation of statistical and analytical reports on the activity of TsNAP;	
99	- Modifying service delivery options by setting service settings and interactive forms for service delivery (without changing the system itself);	
100	- centralized registrarion of system users using the single authorization principle;	
101	- role-playing approach to the process of service delivery and its implementation;	
102	- integration with a certified crypto-provider which corresponds to the requirements of regulations;	
103	- templateization of all types of documents (the system must have an option to change templates by system users with the appropriate rights, for example, Administrators);	
104	- - registration of users' personal data changes while saving the history of changes (who changed, when, what exactly);	
105	- Work mode of the personal office 7 days a week, 24 hours a day, except for regular work that includes: - work on updating the system in a test or production environment (as a system update, not more than once a month, lasting no more than two hours);	

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	- technical maintenance of servers in working condition, duration not exceeding 6 hours per month;	
	- 3. regular maintenance of the system in working condition, duration should not exceed 6 hours per month.	
106	- the service delivery processes for the relevant units of the TsNAP must be fully consistent with the logic of the system implementation object, not create additional load on the system operators, simultaneously with the complete cycle of office work automation;	
107	- - printed forms must meet the Customer requirements;	
108	- Registered users (TsNAP employees) must be able to log in the system;	
109	- All software should not require periodic license fees for use.	
110	- a subsystem that provides rapid decision making in the process of document processing;	
111	- step-by-step fixing of the process of providing the administrative service with the possibility of controlling the performance timing for the whole service and its separate stages;	
112	- Forming of the accompanying documents for the service and providing an opportunity to include their scans in the electronic file;	
113	- prompt receipt of information on the service progress;	
114	- formation of statistical and analytical reports on TsNAP activities;	
115	- Modifying service delivery options by setting service settings and interactive forms for service delivery (without changing the system itself);	
116	- centralized accounting (registration) of system users using the single authorization principle;	
117	- role-playing approach to the process of service delivery and its implementation;	
Software features should provide the following functionality:		
1. In terms of organization of interagency interaction process:		
118	– support the process in forming a set of documents for submission to the relevant agencies and organizations;	
119	– formation of parallel, consecutive requests to public authorities;	
120	– document tracking in the process of service provision;	
With regard to the service delivery process management in the TsNAP:		
121	– the distribution of the service delivery process among TsNAP staff members who perform different roles, with the possibility of delegating and combining the authority of certain roles and users;	
123	– step-by-step fixing of the process of service delivery, control over the terms of performance, both the whole service and its separate stages;	
124	– information support of the service provision process and implementation of internal TsNAP regulations;	
125	– tracking the history of service provision;	

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126	– the possibility to quickly configure the service delivery process without rewriting the program code;	
127	– formation of statistical and analytical reporting on TsNAP activities.	
With regard to applications' registration and processing of documents:		
128	– The software should be able to search for a previously registered applicant and view the history of their applications.	
129	– ensuring the applicant's authorization and authentication on the TsNAP portal, including the methods described above;	
130	– support of the process of a documents' acceptance, control over compliance documents attached to the form with the list necessary for the service provision;	
131	– Forming of the accompanying documents for the service and providing an opportunity to include their scans in the electronic file;	
132	– template printing of all types of documents;	
133	– scanning from the workplace using the TWAIN interfaces and storing electronic images of documents submitted to the TsNAP for services;	
134	– confirmation of the compliance of an electronic copy with the hard copies of the documents that are on a file with the help of the EDS.	
In terms of system administration and management:		
135	– quick change of logic for service delivery processes, adding / deleting services without changing the program code;	
136	– the possibility to independently set up any quantity of administrative services for provision in the resident personal cabinet	
137	– possibility to create and modify report templates;	
138	– keeping a log file (logs) in which all events occurring in the system should be recorded;	
139	– Operator management with the help of a single system base that allows to change employee roles in a centralized manner;	
140	– managing access for certain employees to certain service settings;	
141	– management of system accounts.	
Requirements for configuring the electronic order generation subsystem for ordering services *The subsystem must allow to generate electronic forms of services, based on the service delivery scheme that the TsNAP operator works with while entering data into the system.*		
The following requirements apply to the electronic form generator services:		
142	- Online (interactive) forms for user input should only be generated based on schemes without the need for additional parameters or other software modifications.	
The interactive forms generated must support the following features:		
143	- Adding and deleting of margins, data blocks and sub-blocks, the data in electronic form in an interactive mode;	
144	- format-logical control of data	

145	- functionality of prompts to the user;	
146	- formation of service registration on the basis of data entered by the user in an interactive form, including validation of the received ones;	
147	- use of an expanding library of margin templates and data blocks to ensure the unification of interactive forms of services;	
148	- an additional description of the margins of the service scheme with subsequent visualization of the description data in an interactive form;	
149	- support for simple, hierarchical and related directories	
150	- use of DBMS software implemented in TsNAP;	
151	- provision of administrative services in accordance with the procedure used in the implemented TsNAP software;	
152	- support for references containing unstructed data as elements;	
153	- Autocomplete of margins in the interactive form on the basis of the data contained in the register of services, with the function of prohibition of data editing.	
154	- Adding and deleting of margins, data blocks and sub-blocks, the data directly in an electronic form in an interactive mode;	
155	- functionality of prompts to the user;	
Requirements for configuring the subsystem for receiving (acceptance) and processing requests for administrative services The subsystem for receiving (accepting) and processing requests for the provision of administrative services is intended to ensure the process of receiving (accepting) from applicants the package of documents defined by the requirements of the relevant administrative regulations for the provision of administrative services, as well as ensure the further process of processing the registered requests by the staff of TsNAP.		
The subsystem must be configured to perform the following set of complex functions:		
156	- record of basic information about applicants - citizens who are the customers of TsNAP services (surname, name, patronymic, date of birth, IDN, residence and registration addresses, contact information (telephone number, e-mail address), data from the document that verifies the identity), etc .;	
157	- storing information about applicants upon their consent in the TsNAP software database, and downloading this information upon repeated request for autocomplete of the subsystem input forms;	
158	- identification of citizens in the service windows and the possibility of signing documents with a qualified electronic signature, use of a digital tablet of a signer;	
159	- registration of the basic data of legal entities that are the customers of TsNAP services (full and short name, registration address and postal address, IPN, contact person who should be addressed on behalf of the legal entity);	
160	- registration of the documents submitted upon appeal;	
161	- accounting the services provided to the applicant;	
162	- accounting of basic information on the documents required for the provision of administrative services (short name, full name, organization that issues the document);	
163	- formation of unique codes of the applicant's address;	

164	- Formation of an application for transfer to software, which has already been introduced in the TsNAP, including the option to attach electronic copies of documents;	
165	- automatic distribution of workloads among TsNAP employees according to their roles with the possibility of reassignment;	
166	- display the service status.	

Requirements for setting up the administrative information subsystem

The subsystem is intended to provide information on the procedure for the provision of administrative services, when considering an application for the provision of administrative services, and on other issues related to the provision of administrative services.

The subsystem must be configured so that:		
167	for each service to configure (with the help of visual tools) the status of its provision with the display of its status;	
168	for each service to determine (by means of visual tools) the contents of the document packages required for the provision of the service;	
169	configure the document package with an intuitive step-by-step wizard, without programming;	
170	display a feedback code for each orded service to track the status of the administrative service;	
171	output of the service in the form of an electronic document signed with the EDS.	
The administration and information security subsystem must be configured to provide:		
172	- managing the list of users in the system: creating, editing, blocking, deleting users, assigning and editing access rights to the functions and objects of the TsNAP software on the basis of a role-based approach;	
173	- system configuration: creation, editing, deleting of executors and units of TsNAP;	
174	- management of reference information;	
175	- work with the event log in the system, in particular event logging;	
176	- protection of information from unauthorized access.	
177	- adjusting the same parameters for different subsystems of software once and from a single interface;	
178	- access to the subsystem through a non-registered user interface (software of the employee responsible for administering and setting up the TsNAP program).	

Requirements for configuring the statistical reporting subsystem

Mechanisms for generating statistical and analytical reports based on templates should be set up in the statistical reporting subsystem.

The subsystem must have a well-established mechanism for generating additional reports by TsNAP staff without programming.

The subsystem must be configured to download finished reports in .xls, .xlsx, .doc, .pdf formats.

The following forms of statistical reporting must be configured by the Contractor when implementing the software:		
179	– the number of applicants seeking for services;	
180	– the number of applications received (accepted);	
181	– the number of consultations on services;	
182	– the number of refusals on service provision;	
183	– the number of suspension of services;	

184	– the number of violations of regulatory procedures and deadlines;	
185	– the number of the completed documents received from the executors within the term set by the regulations.	
Requirements for the setup of the TsNAP personal cabinet system		
As a result of the implementation and setup of TsNAP personal cabinet should contain:		
186	a) a list of administrative services provided electronically	
187	b) the number of administrative services provided in the personal cabinet;	
188	c) terms of providing administrative services;	
189	d)the amount of payments paid by the applicant upon receipt of the administrative services, the procedure for their payment;	
190	i) information on additional (related) services, as well as on the services necessary and obligatory for the provision of administrative services, the amounts and the procedure for their payment;	
191	g) administrative service information cards;	
192	e) other information required to obtain administrative services.	
As a result of the implementation and adjustment the personal cabinet should:		
193	support its use on mobile devices;	
194	identification of a person with the help of BankID, MobileID, EDS, IDcard (passport of a citizen) (under condition users provide the system with initial data for connection and signing of the relevant memorandums and agreements);	
As a result of the adjustment the TsNap personal cabinet should has the following sections:		
195	1. A list of services provided electronically.	
196	2. A news-information section.	
197	3. Section for setting up the applicant's personal account (cabinet) (natural or legal person).	
198	4. Administration module.	
199	5. Section of connection with the database.	
200	6. Feedback section.	
201	7. Section of ordered services.	
202	8. Section of ready services.	
As a result of the setup, the functionality of the TsNAP Personal Cabinet should include:		
203	1. Provision of detailed information on the procedure for receiving administrative services in electronic form	
204	2. Information cards of administrative services with the specified information on categories of applicants eligible for services, grounds for refusal to receive services, requirements for completeness of documents, templates and forms of documents.	
205	3. BankID, MobileID, EDS, IDcard (citizenship passport) authorization (under condition users provide the system with initial data for connection and signing of relevant memoranda and agreements).	
206	4. Provision of information to applicants on the progress of the service provision via a personal cabinet.	
Integration with the remote support subsystem must be configured in the personal cabinet to allow the applicant to receive an independent consultation online.		

TABLE 3: Price offer

Financial proposal for the supply of goods in accordance with the technical specification and requirements

Item No.	Description/Specification of Services	Quantity	Unit Price, *Currency* (excl. VAT)	Total Price per Item, *Currency* (excl. VAT)
1	Preparatory work	1		
2	Installation of the EDMS and SES	1		
3	Adapt user guide	1		
4	Preparation and conduct of training sessions for EDMS and SES management staff	2		
5	Advising users in the process	1		
6	Guarantee support of the system	18		
	Total Prices of Goods excl. VAT			
	Cost of transportation (if applicable)			
	Total Final and All-Inclusive Price Quotation (indicate currency) excl. VAT			

TABLE 4: Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows:	Your Responses		
	Yes, we will comply	*No, we cannot comply*	*If you cannot comply, pls. indicate counter proposal*
Delivery time of services must be carried out within 90 days (as per ToR) from PO/Contact signature date)			
Compliance with technical requirements			
Delivery terms: DDP, Ukraine, 84522, 7, O.Suvorova Street, Siversk, Donetsk region; 84545, 3A, Parkova Soledar, Donetsk region.			
Products meet the required quality standards.			
Warranty and After-Sales Requirements: Not less than 18 months of official manufacturer warranty			
Availability of warranty service in Ukraine			
Validity of Quotation (min. 60 days)			
All Provisions of the UNDP General Terms and Conditions. https://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

[Name and Signature of the Supplier's Authorized Person]
[Designation]
[Date]

Model Contract

Договір на надання Товарів та/або Послуг між Програмою розвитку Організації Об'єднаних Націй та _____	**Contract for Goods and/or Services Between the United Nations Development Programme and _____**
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** [ ] Запит цін [X] Запит пропозиції [ ] Запрошення на участь у конкурсі [ ] укладення прямих договорів Номер та дата:	2. **UNDP** [ ] Request for Quotation [X] Request for Proposal [ ] Invitation to Bid [ ] 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**: [ ] товари [X] послуги [ ] товари *та* послуги	5. **Subject Matter of the Contract**: [ ] goods [X] services [ ] 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**: 9a. **Advance Payment**: Not applicable
10. **Загальна вартість Товарів та/або Послуг**: [ ] **менше 50 000 дол. США (лише Послуги)** – застосовуються Загальні умови ПРООН для базових (незначних) договорів [ ] **менше 50 000 дол. США (Товари *або* Товари та Послуги)** – застосовуються Загальні умови ПРООН для договорів [ ] **50 000 дол. США або більше (Товари *та/або* Послуги)** – застосовуються Загальні умови ПРООН для договорів	10. **Total Value of Goods and/or Services**: [ ] **below US$50,000 (Services only)** – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply [ ] **below US$50,000 (Goods *or* Goods and Services)** – UNDP General Terms and Conditions for Contracts apply [ ] **equal to or above US$50,000 (Goods *and/or* Services)** – UNDP General Terms and Conditions for Contracts apply
11. **Метод оплати:** [X] тверда (фіксована) ціна [ ] відшкодування витрат	11. **Payment Method:** [X] fixed price [ ] cost reimbursement
12. **Назва(Ім'я) Підрядника**:	12. **Contractor's Name**:
13. **Ім'я контактної особи Підрядника**: Посада: керівник Адреса: Номер телефону: Факс: Email:	13. **Contractor's Contact Person's Name**: Title Address: Telephone number: Fax: Email:
14. **Ім'я контактної особи ПРООН:** Посада: Адреса: Тел.: Email:	14. **UNDP Contact Person's Name**: Title: Address: Telephone number Email:

15. **Банківський рахунок Підрядника, на який будуть перераховуватись платежі:**	15. **Contractor's Bank Account to which payments will be transferred**:
Отримувач: Назва рахунку: Номер рахунку: Назва банку: МФО ЄДРПОУ	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: 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. 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. 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. **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	This Contract consists of the following documents, which in case of conflict shall take precedence over one another in the following order: 1. This face sheet ("Face Sheet"). 2. UNDP 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. All the above, hereby incorporated by reference, shall form the entire agreement between the Parties (the "Contract"), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract. This Contract shall enter into force on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties, and terminate on the Contract Ending Date indicated on the Face Sheet. This Contract may be amended only by written agreement between the duly authorized representatives of the Parties. **IN WITNESS WHEREOF**, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place and on the day set forth below.
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:	

UNDP General Conditions for Contracts / Загальні умови ПРООН для договорів

ЗАГАЛЬНІ УМОВИ ДЛЯ БАЗОВИХ (НЕЗНАЧНИХ) ДОГОВОРІВ (ДЛЯ ДОГОВОРІВ НА СУМУ МЕНШЕ 50000 ДОЛ. США)	GENERAL TERMS AND CONDITIONS FOR INSTITUTIONALS (DE MINIMIS) CONTRACTS (FOR CONTRACTS LESS THAN US $50,000)
Даний 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.	This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter "UNDP"), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the "Contractor"), on the other hand.
1. ПРАВОВИЙ СТАТУС СТОРІН: ПРООН та Підрядник далі іменуються як «Сторона» або, спільно «Сторони» за даним Договором, та: **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. **1.2** Підрядник повинен мати правовий статус незалежного підрядника *по відношенню до* ПРООН і 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.	**1. LEGAL STATUS OF THE PARTIES:** UNDP and the Contractor shall be referred to as a "Party" or, collectively, "Parties" hereunder, and: **1.1** Pursuant, inter alia, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes. **1.2** The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
2. ОБОВ'ЯЗКИ ПІДРЯДНИКА: **2.1** Підрядник повинен 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 Послуг. **2.2** Підрядник засвідчує та гарантує достовірність усієї інформації або	**2. OBLIGATIONS OF THE CONTRACTOR:** **2.1** The Contractor shall 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 performance of the Services. **2.2** The Contractor represents and warrants the accuracy of any information or data provided to

відомостей, які він надає ПРООН для цілей укладення цього Договору, а також якість вихідних результатів та звітів, передбачених даним Договором, з дотриманням найвищих галузевих та професійних стандартів. **2.3** Усі строки, вказані у цьому Договорі, вважаються суттєво важливими для здійснення надання Послуг.	UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards. **2.3** All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the provision of the Services.
3. ДОВГОСТРОКОВА УГОДА: Якщо ПРООН залучає Підрядника на основі довгострокової угоди («ДСУ»), що вказана на Лицьовій сторінці цього Договору, застосовуються наступні умови: **3.1** ПРООН не надає жодних гарантій щодо замовлення будь-якої кількості або обсягів Послуг протягом терміну дії ДГУ. **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 отримувати вигоду від угоди про надання послуг і замовляти у Підрядника Послуги за цим Договором. **3.3** Підрядник зобов'язується надати Послуги 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. **3.4** 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. **3.5** У разі будь-яких вигідних технічних змін та/або зменшення цін на 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. **3.6** Підрядник повинен кожні півроку направляти ПРООН звіт про 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 Послуги протягом звітного періоду. **3.7** Довгострокова угода залишається чинною протягом максимального періоду 2 років і може бути подовжена ПРООН ще на один рік за взаємною згодою Сторін.	**3. LONG TERM AGREEMENT:** If the Contractor is engaged by UNDP on the basis of a long-term agreement ("LTA") as indicated in the Face Sheet of this Contract, the following conditions shall apply: **3.1** UNDP does not warrant that any quantity of Services shall be ordered during the term of the LTA. **3.2** Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Services from the Contractor hereunder. **3.3** The Contractor shall provide the Services, 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. **3.4** The Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract. **3.5** In the event of any advantageous technical changes and/or downward pricing of the Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer. **3.6** The Contractor shall report semi-annually to UNDP on the 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 Services during the reporting period. **3.7** The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.
4. ЦІНА ТА ОПЛАТА: **4.1 ТВЕРДА (ФІКСОВАНА) ЦІНА:** Якщо у відповідності до Лицьової сторінки цього Договору у якості способу оплати вибрана	**4. PRICE AND PAYMENT:** **4.1 FIXED PRICE:** If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and

Фіксована ціна, то ПРООН, у якості повного розрахунку за вичерпне і задовільне надання Послуг, повинна сплатити Підряднику фіксовану суму, зазначену на Лицьовій сторінці цього Договору.

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.

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:

4.1.3 В рахунках повинні зазначатись завершені одиниці постачання та відповідні суми, що мають бути сплачені.

4.1.4 Платежі, вчинені ПРООН Підряднику, не звільняють Підрядника від його зобов'язань за даним Договором і не можуть вважатись прийняттям ПРООН Послуг, які надає Підрядник.

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 Послуг, повинна сплатити Підряднику суму, яка не перевищує загальну суму, зазначену на Лицьовій сторінці цього Договору.

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 наданні Послуг.

4.2.2 Підрядник не може, без попереднього письмового дозволу Контактної особи ПРООН, надавати Послуги або постачати 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.

satisfactory provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

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

4.2 COST REIMBURSEMENT: If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the provision of the Services.

4.2.2 The Contractor shall not provide the Services or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 Підрядник повинен надіслати оригінальні рахунки або фінансові звіти (в залежності від того, що вимагає ПРООН) стосовно 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.

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.

4.2.5 Платежі, вчинені ПРООН Підряднику, не звільняють Підрядника від його зобов'язань за даним Договором і не можуть вважатись прийняттям ПРООН Послуг, які надає Підрядник.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for 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 documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

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

5. ПЕРЕДПЛАТА:

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.

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.

5. ADVANCE PAYMENT:

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.

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.

6. НАДАННЯ РАХУНКІВ ТА ЗВІТІВ:

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 електронною поштою.

6. SUBMISSION OF INVOICES AND REPORTS:

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.

6.2 Усі звіти та рахунки Підрядник повинен направляти Контактній особі ПРООН, що зазначена на Лицьовій сторінці цього Договору.	**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.
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. Усі звіти повинні бути виконані англійською мовою.	**7. TIME AND MANNER OF PAYMENT:** **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. All reports shall be written in the English language.
8. ВІДПОВІДАЛЬНІСТЬ ЗА СПІВРОБІТНИКІВ: **8.1** Підрядник відповідає за професійну та технічну компетентність свого персоналу 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. **8.2** Підрядник відповідає та приймає на себе усі ризики та відповідальність, що пов'язані з його персоналом та майном. Підрядник повинен (i) розробити та ввести в дію відповідний план безпеки із врахуванням 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. 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, як зазначено вище.	**8. RESPONSIBILITY FOR EMPLOYEES:** **8.1** The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct. **8.2** The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property. 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. 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 above.
9. ПЕРЕДАЧА ТА ВІДСТУПЛЕННЯ ПРАВ: 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 Підрядника за Договором лише за умови попереднього письмового дозволу ПРООН.	**9. ASSIGNMENT:** The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

10. ЗАЛУЧЕННЯ СУБПІДРЯДНИКІВ: Якщо Підряднику необхідні послуги субпідрядників, Підрядник повинен отримати попередню письмову згоду і схвалення усіх субпідрядників ПРООН. Факт схвалення кандидатури субпідрядника ПРООН не звільняє Підрядника від будь-яких з його зобов'язань за цим Договором. Умови будь-якого договору субпідряду повинні регулюватись та відповідати положенням цього Договору.	**10. SUBCONTRACTING:** In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.
11. ЗВІЛЬНЕННЯ ВІД ЗБИТКІВ: Підрядник повинен гарантувати відшкодування збитків, убезпечити та захистити за свій рахунок ПРООН, її посадових осіб, представників, службовців та співробітників від будь-яких позовів, претензій, вимог та відповідальності будь-якого роду, в тому числі розходів та витрат, що виникають у зв'язку з діями або бездіяльністю Підрядника або його співробітників, посадових осіб, агентів чи субпідрядників при виконанні цього Договору. Це положення, крім іншого, поширюється на претензії та зобов'язання, які стосуються виплати компенсацій робітникам, відповідальності щодо продукту та відповідальності, яка виникає у зв'язку з використанням запатентованих винаходів або пристроїв, матеріалів, які охороняються авторським правом, або іншої інтелектуальної власності Підрядником, його співробітниками, посадовими особами, агентами, службовцями чи субпідрядниками. зобов'язання за даною Статтею не втрачають своєї сили після завершення терміну дії цього Договору.	**11. INDEMNIFICATION**: The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.
12. СТРАХУВАННЯ ТА ВІДПОВІДАЛЬНІСТЬ: **12.1** Підрядник повинен застрахувати і у подальшому забезпечувати страхування свого майна та будь-якого обладнання, що використовується в цілях виконання цього Договору. **12.2** Підрядник повинен застрахувати і у подальшому забезпечувати страхування усіх відповідних видів компенсацій працівникам, або їх еквіваленту, по відношенню до своїх співробітників для задовільнення вимог щодо виплати компенсацій за спричинення особистої шкоди, втрату працездатності або у зв'язку з настанням смерті, які пов'язані з цим Договором. **12.3** Підрядник повинен застрахувати і у подальшому забезпечувати страхування відповідальності у адекватних розмірах, достатніх для задовільнення вимог третіх сторін щодо смерті або спричинення тілесних пошкоджень, втрати або пошкодження майна, які виникають у зв'язку з наданням послуг в рамках цього Договору або при управлінні будь-якими транспортними засобами, човнами, літаками або при	**12. INSURANCE AND LIABILITY**: **12.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract. **12.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury, disability or death in connection with this Contract. **12.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of Services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors

використанні іншого обладнання, яким володіє або яке орендував Підрядник або його агенти, службовці, працівники або субпідрядники при виконанні робіт або наданні послуг у зв'язку з даним Договором.

12.4 Крім страхування компенсації працівників страхові поліси, відповідно до цієї Статті, повинні передбачати

12.4.1 Внесення ПРООН у якості додаткового страхувальника;

12.4.2 Включення відмови права передачі права вимоги ПРООН з боку Підрядника страховій компанії;

12.4.3 Забезпечення отримання ПРООН письмового повідомлення від страховиків за 30 (тридцять) днів до ануляції або суттєвої зміни страхового забезпечення.

12.5 На вимогу ПРООН Підрядник повинен надати ПРООН переконливі докази наявності страхового забезпечення, яке необхідне за умовами цієї Статті 12.

performing work or services in connection with this Contract.

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

12.4.1 Name UNDP as additional insured;

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

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

12.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article 12.

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13. 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.

13. 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.

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14. ОБЛАДНАННЯ, ЩО НАДАЄТЬСЯ ПРООН 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.

14. 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.

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15. АВТОРСЬКІ, ПАТЕНТНІ ТА ІНШІ МАЙНОВІ ПРАВА:

15.1 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

15. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

15.1 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

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.

15.2 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 свої 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.

15.3 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.

15.4 У відповідності до вищевикладених положень усі карти, креслення, фотографії, плани, 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.

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.

15.2 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.

15.3 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.

15.4 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.

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16. 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, емблему 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.

16. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Contractor, in any manner 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.

17. 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:

17.1 Отримуюча сторона повинна:

17.1.1 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*

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

17.2 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 17, Отримуюча сторона може розкривати Інформацію:

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

17.2.2 співробітникам, посадовим особам, представникам та агентам Отримуючої сторони, 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:

17.2.2.1 корпоративну юридичну особу, більше 50% (п'ятдесяти відсотків) голосуючих акцій якої знаходяться у власності або іншим чином підконтрольні, прямо чи опосередковано, Стороні; *або*

17.2.2.2 будь-яку юридичну особу, ефективне адміністративне управління якою здійснює Сторона; *або*

17.2.2.3 у разі ООН, головний або допоміжний орган ООН, заснований у відповідності до Статуту Організації об'єднаних

17. 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:

17.1 The Recipient shall:
17.1.1 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*,

17.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

17.2 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 17, the Recipient may disclose Information to:

17.2.1 any other party with the Discloser's prior written consent; *and*,
17.2.2 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:

17.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,

17.2.2.2 any entity over which the Party exercises effective managerial control; *or*,

17.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.
17.3 The Contractor may disclose Information *to the extent* required by law, *provided that*, subject to and without any waiver of the privileges and

націй.

17.3 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.

17.4 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.

17.5 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.

17.6 Ці зобов'язання та обмеження в сфері конфіденційності інформації будуть чинними протягом терміну дії Договору, включаючи будь-яке подовження його терміну дії, а також будуть залишатися чинними і після будь-якого роду припинення дії Договору.

18. ФОРС-МАЖОР; ІНШІ ЗМІНИ УМОВ:

18.1 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

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.

17.4 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.

17.5 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.

17.6 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.

18. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

18.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the

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.

18.2 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 19 «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.

18.3 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 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.

granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

18.2 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 19, "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.

18.3 *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.

19. **ПОРЯДОК РОЗІРВАННЯ ДОГОВОРУ**:	**19. TERMINATION**:

19.1 Будь-яка із Сторін може розірвати даний 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 22.2 «Врегулювання спорів» не повинен розглядатись у якості розірвання цього Договору.

19.2 ПРООН має право розірвати Договір у будь-який час, направивши Підряднику письмове повідомлення, у будь-якому випадку,

19.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 22.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

19.2 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

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.

19.3 У разі будь-якого розірвання Договору, Підряднику не отримає від ПРООН жодних платежів крім тих, що належать йому за Послуги, надані задовільним чином для ПРООН у відповідності до Договору.

19.4 У разі оголошення Підрядника банкротом, його ліквідації або визнання неплатоспроможним, або у разі, коли Підрядник передає майно або права на користь своїх кредиторів, або у разі призначення Адміністратора, який управляє майном у зв'язку з визнанням Підрядника неплатоспроможним, ПРООН має право, без шкоди для своїх інших прав або засобів правового захисту у відповідності до даних умов, негайно розірвати цей Договір. Підрядник повинен негайно інформувати ПРООН про виникнення будь-якої із зазначених вище подій.

19.5 Положення Статті 19 не можуть завдавати шкоди будь-яким іншим правам або засобам правового захисту, які доступні ПРООН за цим Договором або за іншими документами.

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.

19.3 In the event of any termination of the Contract, no payment shall be due from UNDP to the Contractor except for the Services satisfactorily provided to UNDP in accordance with the requirements of the Contract.

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

19.5 The provisions of this Article 19 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

20. **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.

21. **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.

20. 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.

21. 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.

22. **ПОРЯДОК ВРЕГУЛЮВАННЯ СПОРІВ**:

22.1 **ПОЗАСУДОВЕ ВРЕГУЛЮВАННЯ:** Сторони зобов'язуються докладати усіх зусиль для мирового врегулювання будь-якого спору, протиріччя

22. SETTLEMENT OF DISPUTES:

22.1 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

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.

22.2 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 22.1 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 ЮНІСІТРАЛ (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 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 ЮНІСІТРАЛ. 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 чи претензій.

23. ПРИВІЛЕЇ ТА ІМУНІТЕТИ: Усі привілеї та імунітети Організації Об'єднаних

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.

22.2 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 22.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 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.

23. PRIVILEGES AND IMMUNITIES: Nothing in or relating to the Contract shall be deemed a waiver,

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.	express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.
24. **ЗВІЛЬНЕННЯ ВІД ОПОДАТКУВАННЯ**:	**24. TAX EXEMPTION**:
24.1 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.	**24.1** 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.
24.2 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.	**24.2** The Contractor authorizes UNDP to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.
25. **ПОРЯДОК ВНЕСЕННЯ ЗМІН:** 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.	**25. MODIFICATIONS**: 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. **АУДИТ ТА РОЗСЛІДУВАННЯ**:	**26. AUDITS AND INVESTIGATIONS**:
26.1 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 на протязі терміну дії Договору і протягом 3 (трьох) років з моменту завершення або дострокового розірвання Договору. ПРООН матиме право на відшкодування Підрядником будь-яких сум, які в ході аудиту будуть визнані сумами, які сплачені у порушення умов та	**26.1** 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. UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

положень Договору.

26.2 ПРООН має право, у будь-який час на протязі 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, яка в цілому пов'язана з виконанням Договору.

26.3 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.

26.4 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, 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.

27. **СТРОКИ ДАВНОСТІ:**

27.1 За винятком будь-яких зобов'язань щодо відшкодування збитків у відповідності до Статті 11 вище, або якщо інше не передбачено Договором, будь-які арбітражні процедури у відповідності до Статті 22.2 вище, що витікають з Договору, повинні бути розпочаті протягом 3 (трьох) років з моменту виникнення підстав для такої дії.

27.2 Сторони також визнають і погоджуються з тим, що для даних цілей моментом виникнення підстав для дій буде вважатись момент фактичного виникнення порушення, а у разі прихованих порушень -

26.2 UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

26.3 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.

26.4 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.

27. LIMITATION ON ACTIONS:

27.1 Except with respect to any indemnification obligations in Article 11, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 22.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

27.2 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

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.	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.
28. **СУТТЄВІ УМОВИ:** Підрядник визнає та погоджується з тим, що кожне з положень, викладених у Статтях 29-35 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 посилатись на будь-яке передбачуване порушення вказаних суттєвих умов як на підставу для звернення до відповідних національних органів для вжиття відповідних правових заходів.	**28. ESSENTIAL TERMS**: The Contractor acknowledges and agrees that each of the provisions in Articles 29 to 35 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.
29. **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, 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.	**29. 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.
30. **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,	**30. 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

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:

30.1 Кодекс поведінки постачальника ООН;

30.2 Політика ПРООН щодо шахрайства та інших проявів корупції («Політика ПРООН щодо боротьби з шахрайством»);

30.3 Регламенти проведення розслідувань, оприлюднені Офісом ПРООН з аудиту та розслідування («ОАР»);

30.4 Політика щодо санкцій до постачальників ПРООН; та

30.5 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/oper ations/procurement/business/. Даючи таку згоду, Підрядник засвідчує та гарантує, що він відповідає вимогам вищезазначених документів і що він буде відповідати таким вимогам протягом усього терміну дії цього Договору.

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:

30.1 The UN Supplier Code of Conduct;

30.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

30.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

30.4 UNDP Vendor Sanctions Policy; and

30.5 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/operati ons/procurement/business/. In making such of the foregoing, and will remain in compliance throughout the term of this Contract.

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31. 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.

31. 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.

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32. 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,

32. 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.

морально-етичного або соціального розвитку дітей.	
33. 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.	**33. 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.
34. СЕКСУАЛЬНА ЕКСПЛУАТАЦІЯ:	**34. SEXUAL EXPLOITATION:**
34.1 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.	**34.1** 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.
34.2 Підрядник повинен вжити усіх відповідних заходів для попередження сексуальної експлуатації або насильства з боку свої 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 років, незалежно від положень законів, що посилаються на згоду такої особи, вважаються сексуальною експлуатацією та насильством по відношенню до такої особи. Крім того, Підрядник повине 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.	**34.2** 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.
34.3 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 даний 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.	**34.3** 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.
35. БОРОТЬБА З ТЕРОРИЗМОМ: Підрядник погоджується докладати усіх розумних зусиль	**35. ANTI-TERRORISM**: The Contractor agrees to undertake all reasonable efforts to ensure that

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	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-contracts or sub-agreements entered into under the Contract.