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**REQUEST FOR QUOTATION (RFQ) (Goods) /  
ЗАПРОС НА ПРЕДОСТАВЛЕНИЕ КОММЕРЧЕСКОГО ПРЕДЛОЖЕНИЯ (Товары)**

UNDP - Strengthening climate resilience of the Batken Province of the Kyrgyz Republic through introduction of climate smart irrigation and mudflow protection measures (PID 113942) / ПРООН – Укрепление устойчивости к изменению климата Баткенской области через внедрение «климатических умных» систем орошения и защиты от селей (PID 113942)	Reference: RFQ 2022-016 “Procurement of IT and office equipment” / Ссылка: RFQ 2022–016 «Закупка IT и офисного оборудования»
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**SECTION 1: REQUEST FOR QUOTATION (RFQ) / РАЗДЕЛ 1. ЗАПРОС КОТИРОВОК**

UNDP kindly requests your quotation for the provision of goods as detailed in Annex 1 of this RFQ. / ПРООН просит Вас представить свое предложение на предоставление товаров, подробно описанных в Приложении 1 к настоящему Запросу:

**Lot #1 – Computer equipment for UNDP ENV cluster/ Лот № 1 – Компьютерное оборудование для кластера ПРООН по Окружающей среде (ОС)**

**Lot #2 – Computer equipment for Kyrgyzhydromet (КНМ)/ Лот № 2 – Компьютерное оборудование для Кыргызгидромета (КГМ)**

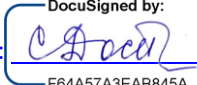
**Lot #3 - Office equipment for Kyrgyzhydromet КНМ/ Офисное оборудование для Кыргызгидромета (КГМ)**

This Request for Quotation comprises the following documents: / Настоящий запрос котировок содержит следующие документы:

- Section 1: This request letter / Раздел 1: Настоящее письмо-запрос
- Section 2: RFQ Instructions and Data / Раздел 2: Инструкции и данные по запросу котировок
- Annex 1: Schedule of Requirements / Приложение 1: Перечень требований
- Annex 2: Quotation Submission Form / Приложение 2: Форма предоставления котировок
- Annex 3: Technical and Financial Offer / Приложение 3: Техническое и финансовое предложение
- Annex 4: General terms and conditions for contracts / Приложение 4: Общие условия контракта

When preparing your quotation, please be guided by the RFQ Instructions and Data. Please note that quotations must be submitted using Annex 2: Quotation Submission Form and Annex 3 Technical and Financial Offer, by the method and by the date and time indicated in Section 2. It is your responsibility to ensure that your quotation is submitted on or before the deadline. Quotations received after the submission deadline, for whatever reason, will not be considered for evaluation. / При подготовке вашей котировки пожалуйста, руководствуйтесь предоставленными инструкциями и имеющимися данными. Обращаем ваше внимание на то, что предложение должно быть подано с использованием Приложения 2: Форма предоставления котировок и Приложения 3: Техническое и финансовое предложение, в соответствии с методом, сроками и временем, указанным в Разделе 2. На вас возлагается ответственность за то, чтобы ваши котировки были поданы с соблюдением крайнего срока или до его наступления. Котировки, полученные по любой причине после истечения крайнего срока, не будут приниматься к рассмотрению для оценки.

Thank you and we look forward to receiving your quotations. / Благодарим Вас и ждем получения ваших котировок.

DocuSigned by:  
Signature: / Подпись:   
Name: / ФИО: Ms. Saltanat Dospaeva / г-жа Салтанат Доспаева  
Title / Должность: UNDP Authorized Officer / Уполномоченное лицо ПРООН  
Date: / Дата: 04-May-2022

**ATTENTION: THE PRESENT TRANSLATION OF THE DOCUMENT FROM ENGLISH INTO RUSSIAN IS UNOFFICIAL  
ВНИМАНИЕ: НАСТОЯЩИЙ ПЕРЕВОД ДОКУМЕНТОВ С АНГЛИЙСКОГО НА РУССКИЙ ЯЗЫК ЯВЛЯЕТСЯ НЕОФИЦИАЛЬНЫМ**

## SECTION 2: RFQ INSTRUCTIONS AND DATA / РАЗДЕЛ 2: ИНСТРУКЦИИ И ДАННЫЕ ДЛЯ ЗАПРОСА КОТИРОВОК

<b>Introduction / Введение</b>	<p>Bidders shall adhere to all the requirements of this RFQ, including any amendments made in writing by UNDP. This RFQ is conducted in accordance with the <u><a href="#">UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement</a></u> / Претенденты должны придерживаться всех требований настоящего запроса котировок, включая любые поправки, внесенные ПРООН в письменном виде. Настоящий запрос котировок проводится в соответствии с <u><a href="#">Политикой и процедурами в отношении программ и операций ПРООН в части контрактов и закупок (POPP)</a></u>.</p> <p>Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFQ. / Любое поданное предложение будет рассматриваться как предложение претендента и не означает или не подразумевает принятие конкурсного предложения со стороны ПРООН. ПРООН не несет обязательств по присуждению контракта какому-либо претенденту в результате данного запроса котировок.</p> <p>UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website. / ПРООН оставляет за собой право отменить процесс закупок на любом этапе без какой-либо ответственности для себя после уведомления претендентов или публикации уведомления об отмене на веб-сайте ПРООН.</p>
<b>Deadline for the Submission of Quotation / Крайний срок предоставления котировок</b>	<p>Please refer to the date indicated at: <u><a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a></u></p> <p>Дата и время согласно: <u><a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a></u></p> <p>If any doubt exists as to the time zone in which the quotation should be submitted, refer to <u><a href="http://www.timeanddate.com/worldclock/">http://www.timeanddate.com/worldclock/</a></u>. / Если у вас есть сомнения относительно временного пояса, в котором следует подать предложение, воспользуйтесь ресурсом <u><a href="http://www.timeanddate.com/worldclock/">http://www.timeanddate.com/worldclock/</a></u></p> <p>For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone. / Для подачи предложений в электронном формате следуйте указаниям системы, имейте в виду, что временной пояс системы EST/EDT (Нью-Йорк).</p>
<b>Method of Submission / Метод подачи</b>	<p>Quotations must be submitted as follows: / Котировки можно подавать следующим образом</p> <p><input type="checkbox"/> E-tendering / подача через портал электронных торгов</p> <p>Please note that when uploading files, the following restrictions and specifications must be followed/ Обратите внимание, что при загрузке файлов, следующее ограничения и спецификации должны соблюдаться:</p> <p><input type="checkbox"/> File name can only contain 60 characters. File name and description cannot contain special characters and letters from other alphabets. It should only contain Latin letters/ Имя файла не должно превышать 60 символов. Имя и описание файла не должны содержать специальные символы и буквы других алфавитов. Они должны содержать только латинские буквы.</p> <ul style="list-style-type: none"> <li>• If you are uploading a large number of files (ex. 15 or more), please zip the files into a ZIP folder and upload the folder instead of each file individually. You can upload several ZIP folders, but if you do this, please note that the total size of each ZIP folder uploaded cannot</li> </ul>

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	<p>exceed 50MB/ При выгрузке большого количества файлов (например, 15 или более) упакуйте файлы в папку ZIP и выгрузите папку вместо того, чтобы выгружать файлы по одному. Вы можете выгрузить несколько папок ZIP, но обратите внимание, что общий размер каждой выгружаемой папки ZIP не должен превышать 50 МБ.</p> <p><input type="checkbox"/> Please read the solicitation documents of the event carefully to ensure that you are meeting the event requirements for document submission. There may be restrictions on the size and format of the uploaded files/ Ознакомьтесь с приглашением к участию в конкурсе, чтобы убедиться в соблюдении требований, предъявляемым к подаче документации. Могут существовать ограничения по размеру и формату выгружаемых файлов</p> <p>For eTendering method, click the link <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a> and insert Event ID information] / Для метода проведения электронной подачи заявок пройдите по ссылке <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a> и представьте информацию об идентификаторе события.</p> <p><b>Business Unit: KGZ10</b></p> <p><b>Event ID: 2022-016</b></p> <p>Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: <a href="https://www.undp.org/content/undp/en/home/procurement/business/resources-for-bidders">https://www.undp.org/content/undp/en/home/procurement/business/resources-for-bidders</a> / Подробные инструкции по подаче, изменению или отмене в системе электронных тендеров приведены в Руководстве для претендентов и Инструктивных видеоматериалах, доступных по этой ссылке: <a href="https://www.undp.org/content/undp/en/home/procurement/business/resources-for-bidders">https://www.undp.org/content/undp/en/home/procurement/business/resources-for-bidders</a></p>
<p><b>Cost of preparation of quotation /</b>  <b>Стоимость подготовки котировок</b></p>	<p>UNDP shall not 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. / ПРООН не несет ответственности за любые расходы, связанные с подготовкой и подачей котировки поставщиком, независимо от результатов или способа проведения процесса отбора.</p>
<p><b>Supplier Code of Conduct, Fraud, Corruption / Кодекс поведения поставщика, мошенничества, коррупция</b></p>	<p>All prospective suppliers must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes <b>principles on labour, human rights, environment and ethical conduct</b> may be found at: <a href="https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct/">https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct/</a> / Все потенциальные поставщики должны ознакомиться с Кодексом поведения поставщиков Организации Объединенных Наций и признать, что он определяет минимальные стандарты, ожидаемые ООН от поставщиков. Кодекс поведения, включающий в себя принципы, касающиеся <b>труда, прав человека, окружающей среды и этичного поведения</b>, можно найти по адресу: <a href="https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct">https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct</a>.</p> <p>Moreover, UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors to observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_aud_it_and_investigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_aud_it_and_investigation.html#anti</a> / Кроме того, ПРООН строго придерживается политики абсолютной нетерпимости запрещенной практики, включая мошенничество, коррупцию, сговор, неэтичную или непрофессиональную практику и создание препятствий для поставщиков ПРООН, и требует, чтобы все претенденты / продавцы соблюдали</p>

	<p>высочайшие стандарты этики в процессе закупок и исполнения контрактов. С политикой ПРООН по борьбе с мошенничеством можно ознакомиться по адресу:  <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_and_investigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_and_investigation.html#anti</a>.</p>
<b>Gifts and Hospitality /</b> <b>Подарки и</b> <b>гостеприимство</b>	<p>Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches, dinners or similar. In pursuance of this policy, UNDP: (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract. / Претенденты / продавцы не должны предлагать подарки или оказывать любого рода гостеприимство сотрудникам ПРООН, включая поездки в целях отдыха на спортивные или культурные мероприятия, парки аттракционов или предложения по проведению праздников, транспорт, или приглашения на роскошные обеды, ужины или подобные мероприятия. В соответствии с этой политикой ПРООН: а) отклоняет предложение, если она выяснит, что выбранный претендент применял какую-либо коррупционную или мошенническую практику при участии в конкурсе на получение соответствующего контракта; б) объявляет поставщика неправомерным на неопределенный или определенный срок претендовать на получение контракта, если в любой момент будет установлено, что поставщик применял какую-либо коррупционную или мошенническую практику при участии в конкурсе на получение контракта ПРООН или при его исполнении.</p>
<b>Conflict of Interest /</b> <b>Конфликт интересов</b>	<p>UNDP requires every prospective Supplier 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. Bidders shall strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. / ПРООН требует от каждого потенциального поставщика избегать и предотвращать конфликты интересов, раскрывая ПРООН информацию о том, участвовали ли поставщик или любой из его филиалов или сотрудников в подготовке требований, проектов, спецификаций, смет и другой информации, используемой в настоящем запросе котировок. Претенденты должны строго избегать конфликтов с другими заданиями или своими собственными интересами и действовать без учета будущих работ. Претенденты, у которых выявлен конфликт интересов, будут дисквалифицированы.</p> <p>Bidders must disclose in their Bid their knowledge of the following: a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this RFQ / Претенденты обязаны указать в своих заявках следующее а) Если владельцы, совладельцы, должностные лица, директора, акционеры, владеющие контрольным пакетом, организация – претендент, или ключевые сотрудники, являются членами семей сотрудников ПРООН, задействованных в закупочной деятельности и/или Правительства страны, или любого партнера-исполнителя, получающего товары и/или услуги в рамках настоящего запроса котировок.</p> <p>The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFQ, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the BID./Правомерность поставщиков, полностью или частично принадлежащих Правительству, должна быть подвергнута дальнейшей оценке и анализу со стороны ПРООН в отношении различных факторов, в частности, таких как регистрация, управление и руководство в качестве независимой коммерческой организации, размер</p>

	государственной собственности / акции, получение субсидий, мандат и доступ к информации в связи с настоящим запросом котировок. Условия, которые могут привести к получению неоправданного преимущества по отношению к другим претендентам, могут в конечном итоге привести к отклонению предложения.
<b>General Conditions of Contract / Общие условия контракта</b>	<p>Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to the General Conditions of Contract / Любой Заказ на поставку или контракт, который будет оформлен в результате настоящего запроса котировок, подпадает под действие Общих условий контракта</p> <p><input type="checkbox"/> <a href="#">General Terms and Conditions / Special Conditions for Contract.</a> / Общие и специальные условия контракта</p> <p><input type="checkbox"/> Applicable Terms and Conditions and other provisions are available at <a href="#">UNDP/How-we-buy</a> / Применимые условия и другие положения можно найти по адресу <a href="#">UNDP/How-we-buy</a></p>
<b>Special Conditions of Contract / Специальные условия контракта</b>	<p><input type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 20 calendar days / Отмена Заказа на поставку / контракта, если поставка / завершение задерживаются на 20 календарных дней.</p> <p><input type="checkbox"/> Liquidated Damages refers to the amount, which the Contractor must pay UNDP for the damages caused to UNDP resulting from the Contractor's breach of its obligations as per Contract. For the present tender the liquidated damages is determined as 0.5% of contract value for every day of delay, up to a maximum duration of 20 calendar days. Thereafter, the contract may be terminated / Договорная неустойка подразумевает сумму, выплачиваемую подрядчиком в пользу ПРООН за ущерб, причиненный ПРООН в результате нарушения подрядчиком своих обязательств по контракту. В случае с настоящим тендером договорная неустойка составит 0,5% от суммы контракта за каждый день просрочки максимальной длительностью до 20 календарных дней. После этого действие контракта может быть прекращено.</p>
<b>Eligibility / Правомочность</b>	<p>A vendor who will be engaged by UNDP may not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations. Failure to do so may result in termination of any contract or PO subsequently issued to the vendor by UNDP. / Поставщик, который будет нанят ПРООН, не может быть временно или постоянно отстранен от работы, или иным образом признан неправомочным какой-либо организацией системы ООН, Группой Всемирного банка или любой иной международной организацией. В связи с этим поставщики обязаны сообщать ПРООН о том, подпадают ли они под какие-либо санкции или временное отстранение от работы со стороны этих организаций. Невыполнение этого требования может привести к расторжению любого контракта или заказа на поставку поручения, впоследствии направленного ПРООН поставщиком.</p> <p>It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP. / На претендента возлагается ответственность за то, чтобы его сотрудники, члены совместных предприятий, субподрядчики, поставщики услуг, поставщики и/или их сотрудники соответствовали требованиям приемлемости, установленным ПРООН.</p> <p>Bidders must have the legal capacity to enter a binding contract with UNDP and to deliver in the country, or through an authorized representative / Претенденты должны обладать правом заключать юридически обязательный к выполнению контракт с ПРООН и осуществлять поставки в стране или через уполномоченного представителя.</p>
<b>Currency of Quotation /</b>	Quotations shall be quoted in United States Dollars / Котировки должны быть - Доллары США

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ВНИМАНИЕ: НАСТОЯЩИЙ ПЕРЕВОД ДОКУМЕНТОВ С АНГЛИЙСКОГО НА РУССКИЙ ЯЗЫК ЯВЛЯЕТСЯ НЕОФИЦИАЛЬНЫМ

<b>Валюта котировки</b>	<p>For local contractors based in Kyrgyzstan UNDP shall effect payment in Kyrgyz Som based on the prevailing UN operational rate of exchange on the month of payment / <b>Для участников торгов, зарегистрированных в Кыргызской республике, оплата будет производится в кыргызских сомах по официальному курсу ООН, применяемый в день выплаты.</b></p> <p>The prevailing UN operational rate of exchange is available for public from the following link: <a href="https://treasury.un.org/operationalrates/OperationalRates.php">https://treasury.un.org/operationalrates/OperationalRates.php</a> / <b>Официальный обменный курс ООН публикуется на сайте: <a href="https://treasury.un.org/operationalrates/OperationalRates.php">https://treasury.un.org/operationalrates/OperationalRates.php</a></b></p>
<b>Joint Venture, Consortium or Association / Совместное предприятие, консорциум или ассоциация</b>	<p>If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture, Consortium or Association. Refer to Clauses 19 – 24 under <a href="#">Solicitation policy</a> for details on the applicable provisions on Joint Ventures, Consortium or Association. / <b>Если Претендент представляет группу юридических лиц, которые сформируют или уже создали Совместное Предприятие (СП), консорциум или ассоциацию для участия в конкурсе, они должны подтвердить в своем предложении, что: (i) они назначили одну сторону, которая будет действовать в качестве ведущего юридического лица, должным образом уполномоченного юридически обязывать членов СП, консорциума или ассоциации совместно и по отдельности, что должно быть подтверждено нотариально заверенным Соглашением между юридическими лицами и представлено вместе с предложением; и (ii) если им присужден контракт, то контракт должен быть заключен ПРООН и назначенным ведущим юридическим лицом и между ними, которые будут действовать от имени и в интересах всех юридических лиц, входящих в состав совместного предприятия, консорциума или ассоциации. Подробности применимых положений о совместных предприятиях, консорциумах или ассоциациях см. в пунктах 19-24 Политики привлечения к сотрудничеству.</b></p>
<b>Only one Bid /Всего одна заявка</b>	<p>The Bidder (including the Lead Entity on behalf of the individual members of any Joint Venture, Consortium or Association) shall submit only one Bid, either in its own name or, if a joint venture, Consortium or Association, as the lead entity of such Joint Venture, Consortium or Association. / <b>Претендент (включая ведущую структуру от имени отдельных членов любого Совместного Предприятия, консорциума или ассоциации) должен представить только одну заявку, либо от своего имени, либо, в случае совместного предприятия, консорциума или ассоциации, в качестве ведущей структуры такого Совместного Предприятия, консорциума или ассоциации.</b></p> <p>Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following: / <b>Заявки, поданные двумя (2) или более претендентами, будут отклонены, если будет установлено, что в них будет обнаружено что-либо из перечисленного ниже:</b></p> <p>a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or / <b>a) в них будет указан, по крайней мере, один контролирующий партнер, директор или обычный акционер; или b) любой из них получает или получил любую прямую или косвенную субсидию от другого/ других; или</b></p> <p>b) they have the same legal representative for purposes of this RFQ; or / <b>b) они имеют одного и того же законного представителя для целей настоящего запроса котировок; или</b></p> <p>c) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this RFQ process; / <b>c) они имеют отношения друг с другом, напрямую или</b></p>



	<p>через общих третьих лиц, что дает им возможность получить доступ к информации или оказать влияние на предложение другого претендента в отношении данного запроса котировок;</p> <p>d) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or / d) они являются субподрядчиками по заявке каждого, или субподрядчик по одной заявке также подает другую заявку под своим именем в качестве ведущего претендента; или</p> <p>e) some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this RFQ process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid. / e) некоторые ключевые сотрудники, предлагаемые для работы в команде одного претендента, участвуют в более чем одной заявке, полученной в рамках данного процесса запроса котировок. Это условие, касающееся сотрудников, не распространяется на субподрядчиков, включенных в более чем одну заявку.</p>
<b>Duties and taxes</b> / <b>Налоги и сборы</b>	<p>Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNDP as a subsidiary organ of the General Assembly of the United Nations, 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. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below: / Раздел 7 статьи II Конвенции о привилегиях и иммунитетах предусматривает, в частности, что Организация Объединенных Наций, включая ПРООН как вспомогательный орган Генеральной Ассамблеи Организации Объединенных Наций, освобождается от всех прямых налогов, за исключением оплаты за коммунальные услуги, и освобождается от таможенных ограничений, пошлин и сборов аналогичного характера в отношении предметов, ввозимых или вывозимых для официального использования. Все котировки представляются за вычетом любых прямых налогов и любых других налогов и сборов, за исключением случаев, приведенных ниже:</p> <p><b>For local suppliers/ Для местных поставщиков:</b></p> <p><input type="checkbox"/> For local contractors: Prices should be indicated in line with a letter of Ministry of Economy and Commerce of the Kyrgyz Republic №28–2/1882 dd. 28.02.2022 with regard to international organizations enjoying preferential taxation in 2022 in the Kyrgyz Republic. / Цены должны быть указаны согласно письма Министерства экономики и коммерции Кыргызской Республики №28-2/1882 от 28.02.2022 в отношении международных организаций, пользующихся правом льготного налогообложения на 2022 год в Кыргызской Республике.</p> <p><input type="checkbox"/> Offers with prices provided not in line with the Ministry of Economy and Commerce's letter as indicated above are subject to rejection for further evaluation / Предложения, в которых цены предоставлены не в соответствии с вышеуказанным письмом Министерства экономики и коммерции не будут допущены к последующей оценке.</p>
<b>Language of quotation / Язык котировки</b>	<p>English or Russian / Английский или Русский</p> <p>Including documentation including catalogues, instructions and operating manuals. / Включая документацию, в том числе каталоги, инструкции и руководства по эксплуатации</p>
<b>Documents to be submitted / Документы, которые следует предоставить</b>	<p>Bidders shall include the following documents in their quotation: / Претенденты должны включить в свою котировку следующие документы:</p> <p><input type="checkbox"/> Annex 2: Quotation Submission Form duly completed and signed / Приложение 2: Форма подачи котировки, заполненная и подписанная в установленном порядке.</p> <p><input type="checkbox"/> Annex 3: Technical and Financial Offer duly completed and signed and in accordance with the Schedule of Requirements in Annex 1 / Приложение 3: Техническое и финансовое предложение, надлежащим образом заполненное, подписанное в соответствии с графиком выполнения требований, приведенным в Приложении 1.</p>

	<input type="checkbox"/> Legal entity certificate from the relevant authority (enclose a copy) / <b>Свидетельство о регистрации юридического лица от соответствующего органа (приложить копию);</b> <input type="checkbox"/> Positive experience with minimum 2 successful contracts in supply of similar equipment (goods) (provide information and description of the last contracts and contractor's contacts). / <b>Положительный опыт как минимум 2 успешных поставок подобного типа оборудования (товаров) (предоставить сведения и описание предыдущих контрактов и контактные данные заказчиков).</b>
<b>Quotation validity period / Срок действия коти́ровки</b>	<p>Quotations shall remain valid for 90 days from the deadline for the Submission of Quotation. / <b>Коти́ровки должны оставаться в силе в течение 90 дней с момента наступления крайнего срока подачи коти́ровок.</b></p> <p>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. / <b>В исключительных случаях ПРООН может просить кандидата о продлении срока действия Предложения, первоначально указанного в данном Запросе. В таком случае в письменной форме подтверждается продление срока коммерческого Предложения, без каких-либо его изменений.</b></p>
<b>Price variation / Колебания цен</b>	<p>No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received. / <b>Никакие изменения цен, вызванные их повышением, инфляцией, колебаниями обменных курсов или любыми иными рыночными факторами, не будут приниматься в любое время в течение срока действия коти́ровки после ее получения.</b></p>
<b>Partial Quotes / Неполные коти́ровки</b>	<input type="checkbox"/> Permitted lot-wise (Lot 1, Lot 2 and Lot 3) / <b>Допускается предложение на отдельные лоты (Лот1, Лот 2 и Лот 3)</b> <input type="checkbox"/> One or more Supplier, depending on the following factors/Одним и более Поставщиками Услуг, в зависимости от следующих факторов: <input type="checkbox"/> Contract/s is/are subject to award for each lot separately in view of quotation/s full responsiveness and compliance with evaluation criteria (see above para) / <b>Присуждение контракта/ов может рассматриваться по каждому лоту отдельно, с учетом полного соответствия тендерного предложения критериям оценки</b>
<b>Alternative Quotes / Альтернативны е коти́ровки</b>	<input checked="" type="checkbox"/> Not permitted / <b>Не разрешаются</b>
<b>Payment Terms / Условия оплаты</b>	<input type="checkbox"/> 100% upon complete delivery of goods and provision of acceptance act, signed by both parties. Payment is made through bank transfer within 30 calendar days upon provision of invoice and signed acceptance act. / <b>100% по факту полной поставки товаров и акта приема-передачи оборудования, подписанного обеими сторонами. Оплата будет произведена перечислением в течение 30 календарных дней после предоставления счета и акта приемки.</b> <input type="checkbox"/> For local contractors based in Kyrgyzstan UNDP shall effect payment in Kyrgyz Som based on the prevailing UN operational rate of exchange on the month of payment / <b>Для участников торгов, зарегистрированных в Кыргызской республике, оплата будет производится в кыргызских сомах по официальному курсу ООН, применяемый в день выплаты.</b> <input type="checkbox"/> The prevailing UN operational rate of exchange is available for public from the following link: <a href="https://treasury.un.org/operationalrates/OperationalRates.php">https://treasury.un.org/operationalrates/OperationalRates.php</a> / <b>Официальный обменный курс ООН публикуется на сайте: <a href="https://treasury.un.org/operationalrates/OperationalRates.php">https://treasury.un.org/operationalrates/OperationalRates.php</a>;</b>



<b>Conditions for Release of / Условия выплаты</b>	<input checked="" type="checkbox"/> Written Acceptance of Goods, Services and Works, based on full compliance with RFQ requirements / Письменная приемка товаров, услуг и работ с условием полного соблюдения требований запроса котировок <input type="checkbox"/> Others [pls. specify] / Другое (указать)
<b>Contact Person for correspondence, notifications and clarifications / Контактное лицо для переписки, уведомлений и разъяснений</b>	E-mail: / э-почта: <a href="mailto:procurement.env.kg@undp.org">procurement.env.kg@undp.org</a>  Attention: Quotations shall not be submitted to this address but to the address for quotation submission above. Otherwise, offer shall be disqualified. / Внимание: Котировки должны быть представлены не по этому адресу, а по адресу, указанному выше. В противном случае предложение будет отклонено. 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. / Любая задержка с ответом ПРООН не может служить причиной для продления срока подачи документов, если только ПРООН не сочтет такое продление необходимым и не сообщит о новом сроке претендентам.
<b>Clarifications / Разъяснения</b>	Requests for clarification from bidders will not be accepted any later than – 3 days before deadline. Responses to request for clarification will be communicated by e-mail / Запросы от претендентов о разъяснении не будут приниматься позднее чем 3 дня до срока подачи заявки. / Ответы на запросы о разъяснении будут направляться э- почтой.
<b>Evaluation method / Метод оценки</b>	<input type="checkbox"/> The Contract or Purchase Order will be awarded to the lowest price substantially compliant offer/ Контракт или заказ на покупку будет присужден самой низкой цене предложения, составленного в соответствии с требованиями
<b>Evaluation criteria / Критерии оценки</b>	<input type="checkbox"/> Technical responsiveness / Full compliance to requirements specified in Annex and lowest price / Техническое соответствие / Полное соответствие требованиям, указанных в Приложении 1 и самая низкая цена <sup>1</sup> <input type="checkbox"/> Full acceptance of the General Conditions of Contract / Полное согласие на Общие условия контракта
<b>Right not to accept any quotation / Право не принимать ни одной котировки</b>	UNDP is not bound to accept any quotation, nor award a contract or Purchase Order / ПРООН не обязана соглашаться на любую котировку или присуждать контракт или заказ на покупку.
<b>Right to vary</b>	At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase

<sup>1</sup> Goods 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. / Предлагаемые товары рассматриваются на основе полноты и соответствия Коммерческого предложения минимальным спецификациям, описанным выше, а также другим подробным требованиям ПРООН, содержащимся в Приложениях.

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. / Контракт будет присужден тому Коммерческому предложению, которое соответствует всем спецификациям, требованиям, предлагает самую низкую цену, а также отвечает всем иным указанным критериям оценки. Предложения, не отвечающие требованиям, будут отклонены.

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. / Любое расхождение между ценой за единицу и совокупной ценой будет перерассчитано ПРООН (умножением стоимости за единицу услуги на его количество), при этом приоритетными являются расценки за единицу, на основании которых будет исправлена общая стоимость. Если Поставщик услуг не согласен с окончательной стоимостью, полученной в результате перерасчета и исправлений арифметических погрешностей со стороны ПРООН, то Предложение будет отклонено.

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. / После получения ПРООН Предложения, не принимаются никакие изменения совокупной цены в результате роста цен, инфляции, колебаний валютных курсов, или любых других рыночных факторов.

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<b>requirement attime of award /Право на изменение требований на момент присуждения контракта</b>	or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions. / При присуждении контракта или заказа на покупку, ПРООН оставляет за собой право изменять (увеличивать или уменьшать) количество услуг и/или товаров, не более чем на двадцать пять процентов (25%) от общего предложения, без изменения цены за единицу или других условий.
<b>Type of Contract to be awarded / тип присуждаемого контракта</b>	<input type="checkbox"/> UNDP Contract for Goods and Services/Purchase Order / Контракт ПРООН на предоставление услуг и товаров /Заказ на закупку
<b>Expected date for contract award. / Ожидаемая дата присуждения контракта</b>	June 2022 / июнь 2022 года
<b>Publication of Contract Award / Публикация информации о присуждении контракта</b>	UNDP will publish the contract awards valued at USD 100,000 and more on the websites of the CO and the corporate UNDP Web site. / ПРООН опубликует информацию о присуждении контрактов на сумму 100 000 долл. США и более на сайте страновых офисов и корпоративном сайте ПРООН.
<b>Policies and procedures / Политики и процедуры</b>	This RFQ is conducted in accordance with <a href="#">UNDP Programme and Operations Policies and Procedures</a> / Настоящий запрос котировок проводится в соответствии с Политикой и процедурами в отношении программ и операций ПРООН в части контрактов и закупок
<b>UNGM registration / Регистрация в UNGM</b>	Any Contract resulting from this RFQ exercise will be subject to the supplier being registered at the appropriate level on the United Nations Global Marketplace (UNGM) website at <a href="http://www.ungm.org">www.ungm.org</a> . / Любой контракт, заключенный в результате процедуры запроса котировок, должен быть зарегистрирован поставщиком на соответствующем уровне на веб-сайте Глобального рынка Организации Объединенных Наций (UNGM) по адресу <a href="http://www.ungm.org">www.ungm.org</a> . The Bidder may still submit a quotation even if not registered with the UNGM, however, if the Bidder is selected for Contract award, the Bidder must register on the UNGM prior to contract signature. Претендент, тем не менее, может представить котировку, даже если он не зарегистрирован в UNGM, однако, если претендент выбран для присуждения контракта, он должен зарегистрироваться в UNGM до подписания контракта.

**ANNEX 1: SCHEDULE OF REQUIREMENTS/ ПРИЛОЖЕНИЕ 1: ПЕРЕЧЕНЬ ТРЕБОВАНИЙ****Lot 1- Computer equipment for UNDP ENV cluster / Лот 1 – Компьютерное оборудование для кластера ПРООН по Окружающей среде (ОС)**

Technical requirements/ Технические требования

Scope of supply and technical requirements are specified below/ Объем поставки и технические требования указаны ниже.

Item No	Item/s to be Supplied/ Поставляемые товары	Quantity (pcs)/ Количество (шт)
1	Notebook / Ноутбук	7
2	Monitor / Монитор	7
3	Professional Headphones / Профессиональные Наушники	7
4	Multifunctional Printer (MFP) / Многофункциональный принтер (МФУ)	1

Items to be Supplied / Поставляемые товары	Quantity / Кол-во	Description / Specifications of Goods / Описание / Спецификации товаров	
		Component/ Компонент	Specification/Спецификация
Notebook / Ноутбук	7	Processor/Процессор	No less than Intel i5 3.6GHz @ Max Turbo Frequency, 10th generation, 6MB Smart Cache / Не менее чем Intel i5 3.6GHz @Max Turbo Frequency, 10th generation, 6MB Smart Cache
		HDD/Жесткий диск	No less than / Не менее чем 500 GB SSD
		Memory/Память	No less than / Не менее чем 16 GB DDR4
		Video/Видео	Intel® UHD Graphics / Intel® UHD Graphics
		Audio/Аудио	HD Audio with Integrated stereo speakers+ microphone / Аудио высокого разрешения со встроенными стереодинамиками + микрофон
		Connectivity/ Связь	Gigabit Ethernet, 802.11 ac (2x2), Bluetooth 5.0 / Gigabit Ethernet, 802.11 ac (2x2), Bluetooth 5.0
		Integrated keyboard / Встроенная клавиатура	Keyboard Russian, Eng/ Клавиатура Русская, Английская
		Mouse/Мышь	Touchpad
		Display / Экран	13.3"-14" / 13.3" - 14" diagonal LED Full HD (1920 x 1080)
		Interface Ports / Интерфейсные порты	at least 1 x USB-C, 1 x HDMI 1.4 or DP *, mic-headphone combo jack, 2 x USB 3.0 (1 charging); Gigabit Ethernet port (RJ45)**, security lock slot/ не менее 1 x USB-C, 1 x HDMI 1.4 или DP *, микрофон-наушники комбинированный разъем, 2 x USB 3.0 (1 зарядка); Порт Gigabit Ethernet (RJ45) **, слот замка безопасности * If DP then a DP to HDMI adapter should be provided / если DP то должен будет предоставлен адаптер DP на HDMI ** If there is no built-in RJ45, then USB-C adapter shall be provided / если нет встроенного RJ45 то должен быть предоставлен USB-C адаптер.
		Web camera/Веб камера	Yes / Да

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		Case/Корпус	Silver /Black / Серебро /Черный
		Battery/Батарея	Not less than 8 hours of battery life/ Не менее чем 8 часов работы от батареи
		Docking station / Док-станция	Type: USB-C/Thunderbolt, with at least the following ports: 4 x USB 3.0, 2 x USB-C, Gigabit Ethernet port (RJ45), 2 x HDMI or 2 x DisplayPorts, ON/OFF button, External power supply. Docking station should be able to provide interface and charging the laptop via a single cable (USB-C or Thunderbolt). Docking station will connected to two external displays./ Тип: USB-C / Thunderbolt, как минимум со следующими портами: 4 x USB 3.0, 2 x USB-C, порт Gigabit Ethernet (RJ45), 2 x HDMI или 2 x DisplayPorts, кнопка ON / OFF, внешний источник питания. Док-станция должна быть в состоянии обеспечить интерфейс и зарядку ноутбука с помощью одного кабеля (USB-C или Thunderbolt). Док-станция будет подключена к двум внешним дисплеям.
		Accessories/ Аксессуары	Блок питания, сумка, мышка беспроводная, USB клавиатура (RUS/ENG)
		Environmental /Экология	ENERGY STAR certified / сертифицирована ENERGY STAR
		Standard of the power supply/Стандарт электропитания	220/240V 50 HZ; Standard of the plug/Стандарт вилки: CEE 7/7, CEE 7/16, CEE 7/17
		Warranty / Гарантия	Minimum 12 months / Минимум 12 месяцев

Items to be Supplied / Поставляемые товары	Quantity / Кол-во	Description / Specifications of Goods / Описание / Спецификации товаров	
		Component/ Компонент	Specification/Спецификации
Monitor / Монитор	7	Native resolution/ разрешение	1920 x 1080 FHD/1920 x 1080 FHD
		Screen size/ Размер экрана	Not less than 24 inches/ Не менее 24 дюйма
		Brightness/ яркость	250cd/m2/250cd/m2
		Response time/ Время отклика	5ms (on/off)/ 5 мс (вкл / выкл)
		Contrast ratio (static)/ Коэффициент контрастности (статический)	1000:1/1000:1
		Interfaces/ Интерфейсы	At least 1 x DisplayPort or 1x HDMI or combination of two. Corresponding interface cable matching the docking station interface must be included with each monitor. Please *** notice above. / Как минимум 1 x DisplayPort или 1 x HDMI или комбинация из двух. Соответствующий интерфейсный кабель, соответствующий интерфейсу док-станции, должен поставляться с каждым монитором. Пожалуйста, обратите внимание, *** выше.
		Environmental /Экология	ENERGY STAR certified / сертифицирована ENERGY STAR

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		Standard of the power supply/Стандарт электропитания	220/240V 50 HZ; Standard of the plug/Стандарт вилки: CEE 7/7, CEE 7/16, CEE 7/17
		Warranty / Гарантия	Minimum 12 months / Минимум 12 месяцев

Items to be Supplied / Поставляемые товары	Quantity / Кол-во	Description / Specifications of Goods / Описание / Спецификации товаров	
		Component/ Компонент	Specification/Спецификация
Professional headphones / Наушники	7	Type / Тип	Dynamic, closed / Динамические, закрытые
		Device type / Тип устройства	Wired headphones / Проводные наушники
		Design / конструкция	Full-size / Полноразмерные
		Driver size / Размер драйвера	At least 40 mm / Не менее 40 мм
		Frequency Response / Частотная характеристика	20-20 kHz / 20-20 кГц
		Microphone sensitivity / Чувствительность микрофона	At least 58 dB / Не менее 58 дБ
		Turning off the microphone / Выключение микрофона	Yes/Да
		Microphone mount / Крепление микрофона	Moving / Подвижное
		Plug type / Тип штекера	USB
		Cord length / Длина шнура	At least 2 m / Не менее 2 м
		Additional Information / Дополнительная информация	Volume control on the wire / Регулятор громкости на проводе
		Warranty / Гарантия	Minimum 12 months / Минимум 12 месяцев

Items to be Supplied / Поставляемые товары	Quantity / Кол-во	Description / Specifications of Goods / Описание / Спецификации товаров	
		Component/ Компонент	Specification/Спецификация
Multifunctional Printer (MFP) / Много-функциональный принтер (МФУ)	1	Type/ Тип	Black and White Laser Multifunctional Device / Черно-белое лазерное многофункциональное устройство
		Technology/ Технология	Laser/ Лазерный
		Two-sided printing / Двусторонняя печать	Automatic \ Автоматическая
		ADF	Yes, duplex \ Да, двустороннее
		Auto Document Feeder Capacity \ Емкость устройства автоподачи оригиналов	Not less than 50 pg / Не менее 50 стр
		Resource printer, max load/ Ресурс принтера, макс нагрузка	Not less than 100 000 per month / Не менее 100 000 страниц в месяц
		Performance/ Производительность	Not less than / Не менее 40 стр/мин (A4)

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		Time to first sheet/ <b>Время выхода первого листа</b>	Up to / <b>До 6.5 с</b>
		Maximum original size/ <b>Максимальный формат</b>	A4
		The resolution for b/w printing/ <b>Разрешение для ч/б печати</b>	Not less than 600x600dpi / <b>Не менее 600x600 dpi</b>
		Trays/ <b>Лотки</b>	Paper feed: not less than 300 sheets/ <b>Подача бумаги: не менее 300 листов;</b>
		Resource b/w cartridge / toner / <b>Ресурс ч/б картриджа/тонера</b>	Not less than 3000 pages / <b>Не менее 3000 страниц</b>
		Type of cartridge/ <b>Тип картриджа</b>	Without chip (priority) or with a chip, but with the possibility of refilling/ <b>Не чипованный или чипованный, но с возможностью заправки</b>
		Scanner Type / <b>Тип сканера</b>	Flatbed with automatic document feeder / <b>Планшетный, с устройством автоматической подачи документов</b>
		Scanner resolution/ <b>Разрешение сканера</b>	Not less than 600x600dpi / <b>Не менее 600x600 dpi</b>
		Colour Scanning Depth/ <b>Глубина цветного сканирования</b>	Not less than 24bits/ <b>Не менее 24 бит</b>
		Resolution copier (B / W)/ <b>Разрешение копира (ч/б)</b>	Not less than 600x600dpi/ <b>Не менее 600x600 dpi</b>
		The maximum number of copies per cycle/ <b>Максимальное количество копий за цикл</b>	Not less than 99/ <b>Не менее 99</b>
		Memory capacity/ <b>Объем памяти</b>	Not less than / <b>Не менее 2 GB</b>
		Interfaces/ <b>Интерфейсы</b>	Ethernet 10/100Base-TX, USB 2.0
		Display information/ <b>Отображение информации</b>	LCD panel/ <b>ЖК-панель</b>
		Standard digital sending functions / <b>Стандартные функции цифровой отправки</b>	scan to email; save to a network folder; save to a USB drive; scan to SharePoint / <b>сканирование в электронную почту; сохранение в сетевой папке; сохранение на USB-накопителе; сканирование в SharePoint</b>
		OS support/ <b>Поддержка ОС</b>	Windows, Linux, Mac OS
		Package Contents/ <b>Комплектация</b>	The necessary cables for connecting a MFP/ <b>Необходимые кабели для подключения МФУ</b>
		Environment requirements / <b>Требования к окружающей среде</b>	ENERGY STAR
		Standard of the power supply/ <b>Стандарт электропитания</b>	220/240V 50 HZ; Standard of the plug/ <b>Стандарт вилки: CEE 7/7, CEE 7/16, CEE 7/17</b>
		Warranty/ <b>Гарантия</b>	Minimum 12 months/ <b>Минимум 12 месяцев</b>



## Lot # 2 – Computer equipment for KHM/ Лот № 2 – Компьютерное оборудование для Кыргызгидромета (КГМ)

Technical requirements/ Технические требования

Scope of supply and technical requirements are specified below/ Объем поставки и технические требования указаны ниже.

Item No	Item/s to be Supplied/ Поставляемые товары	Quantity (pcs)/ Количество (шт)
1	Voice recorder / Диктофон	1
2	External hard drive / Внешний жесткий диск	5
3	UPS/ Источники бесперебойного питания	36
4	WiFi router / WiFi роутер	2
5	Tablet computer / Планшет	1
6	Network USB adapter / Сетевой USB адаптер	5
7	Network Wi-Fi adapter / Сетевой Wi-Fi адаптер	5
8	Multifunctional Printer (MFP) / Многофункциональный принтер (МФУ)	11
9	Printer / Принтер	4
10	Computers / Компьютеры	6
11	Monitor / Монитор	6
12	Color Printer / Цветной принтер	1

Items to be Supplied / Поставляемые товары	Quantity / Количество	Description / Specifications of Goods / Описание / Спецификации товаров	
		Specification / Характеристика	Parameters / Параметры
Voice Recorder / Диктофон	1	Type / Тип	Portable recorder / Портативный рекордер
		Number of Recording Channels / Количество каналов записи	Not less than / Не менее 2
		Memory type/Тип памяти	Built-in/ Встроенная
		The amount of internal memory/ Объем встроенной памяти	Not less than / Не менее 16 Гб
		LCD display/ ЖК дисплей	Yes / Есть
		Format support/ Поддержка форматов	MP3, WAV
		Built-in speaker / Встроенный динамик	Yes / Есть
		Microphone / Микрофон	Built-in/ Встроенный
		Use as a flash drive / Использование в качестве флэш-накопителя	Yes / Есть
		Voice activation/Активация голосом	Yes / Есть
		Computer connection / Подключение к компьютеру	Yes / Есть
		Interface / Интерфейс	USB 2.0
		Connecting headphones / Подключение наушники	Yes / Есть
		Recording indicator / Индикатор записи	Yes / Есть

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Items to be Supplied / Поставляемые товары	Quantity / Количество	Description / Specifications of Goods / Описание / Спецификации товаров	
		Specification / Характеристика	Parameters / Параметры
		Working period/Время работы	Not less than / Не менее 25 ч.
		Battery type/ Тип элементов питания	Li-Ion
		MP3 player function/Функция MP3 плеера	Yes / Есть
		Battery indicator / Индикатор батареи	Yes / Есть
		USB Charging / Зарядка от USB	Yes / Есть
		Equipment / Комплектация	<ul style="list-style-type: none"> <li>Dictaphone / Диктофон</li> <li>USB cable / USB-кабель</li> <li>Instruction/ Инструкция</li> </ul>
		Warranty / Гарантия	Minimum 12 months / Минимум 12 месяцев

Items to be Supplied*/ Поставляемые товары *	Quantity / Количество	Description / Specifications of Goods / Описание / Спецификации товаров	
		Component/ Компонент	Specification/Спецификация
External hard drive / Внешний жесткий диск	5	Interface / Подключение	USB 3.1 / USB 3.1
		Disk Speed / Скорость диска	Not less than / Не менее 5400 rpm
		Form Factor / Форм-фактор	2,5
		Indication/ Индикация	Enable data transfer/Включения, передачи данных
		Capacity / Объем	Not less than 2 TB/ Не менее 2 Тбайт
		Warranty / Гарантия	Minimum 12 months / Минимум 12 месяцев

Items to be Supplied*/ Поставляемые товары *	Quantity / Количество	Description / Specifications of Goods / Описание / Спецификации товаров	
		Type/Тип	Uninterrupted Power Supply Automatic voltage regulation (AVR)/Источник бесперебойного питания с автоматическим регулированием напряжения
UPS/ Источники бесперебойного питания	36	Input Voltage /Frequency/Напряжение/частота	230VAC/50/60Hz;
		AVR range/Диапазон AVR	160-270
		Number of phases / Количество фаз	No less than 1/ Не менее 1
		Output Capacity (VA/Watts)/выходная емкость (Вольт-ампер/Ватт)	No less than 800 VA/480 Вт /Не менее 800 VA/480W
		Overload protection / Защита от перегрузки	Yes / Да

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		Battery over-discharge protection / <a href="#">Защита от переразряда батареи</a>	Yes / <a href="#">Да</a>
		Short circuit protection / <a href="#">Защита от короткого замыкания</a>	Yes / <a href="#">Да</a>
		Information display / <a href="#">Отображение информации</a>	Indicator/ <a href="#">Индикаторы</a>
		Interfaces / <a href="#">интерфейсы</a>	USB (SMART)
		Output connectors / <a href="#">Выходные разъемы</a>	No less than 2 battery-powered units / <a href="#">Не менее 2 шт с питанием от батареи</a>
		Output waveform / <a href="#">Форма выходного сигнала</a>	pure sine wave / <a href="#">чистая синусоида</a>
		Исполнение/Performance	Outdoor/ <a href="#">Напольный</a>
		Software/ <a href="#">ПО</a>	Working under standard operating systems: Microsoft Windows XP/7/8/10/ <a href="#">Работающие под стандартные операционные системы: Microsoft Windows XP/7/8/10/11</a>
		For electrical supply/ <a href="#">Стандарт электропитания</a>	220/240V 50 HZ; Standard of the plug/ <a href="#">Стандарт вилки: CEE 7/7, CEE 7/16, CEE 7/17</a>
		Warranty / <a href="#">Гарантия</a>	Minimum 12 months / <a href="#">Минимум 12 месяцев</a>
		Environment requirements / <a href="#">Требования к окружающей среде</a>	ENERGY STAR

Items to be Supplied* / <a href="#">Поставляемые товары</a>	Quantity / <a href="#">Количество</a>	Description/ Specifications of Goods / <a href="#">Описание / Спецификации товаров</a>	
<b>WiFi router/ <a href="#">WiFi роутер</a></b>	<b>2</b>	Type/ <a href="#">тип</a>	WiFi router with built-in 4G module / <a href="#">Роутер WiFi с встроенным 4G модулем</a>
		Interface / <a href="#">Интерфейс</a>	3 порта LAN 10/100 Мбит/с/ <a href="#">3 LAN ports 10/100 Mbps</a> , 1 порт LAN/WAN 10/100 Мбит/с/ <a href="#">1 LAN/WAN port 10/100 Mbps</a> , 1 slot для карты nano-SIM/ <a href="#">1 nano-SIM card slot</a>
		Operation mode/ <a href="#">Рабочие режимы</a>	G/4G-роутер, Wi-Fi роутер
		Network type/ <a href="#">Тип сети 4G/3G</a>	- 4G: FDD-LTE B1/B3/B7/B8/B20 (2100/1800/2600/900/800 МГц) TDD-LTE B38/B39/B40/B41 (2600/1900/2300/2500 МГц) - 3G: DC-HSPA+/HSPA+/HSPA/UMTS B1/B8 (2100/900 МГц)
		Antenna/ <a href="#">Антенна</a>	No less / <a href="#">Не менее 2 внешних</a>
		Type of connection/ <a href="#">Тип подключения</a>	- WAN (Dynamic IP/ <a href="#">Динамический IP</a> /Static IP/ <a href="#">Статический IP</a> /PPPoE/ PPTP/L2TP/BigPond) - SIM карта
		DHCP	Server, client, DHCP client list, address reservation / <a href="#">Сервер, клиент, список клиентов DHCP, резервирование адресов</a>
		Dynamic DNS/ <a href="#">Динамический DNS</a>	DynDns

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		Traffic skipping VPN/ <b>Пропуск трафика VPN</b>	PPTP, L2TP, IPSec (ESP Head)
		Device management/ <b>Управление устройством</b>	Access control/ <b>Контроль доступа</b> Local management/ <b>Локальное управление</b> Remote control/ <b>Удалённое управление</b>
		Wireless Features / <b>Функции беспроводного режима</b>	Enable / disable wireless broadcasting, range extender, WMM, wireless network statistics/ <b>Включить/отключить беспроводное вещание, расширитель диапазона, WMM, статистика беспроводной сети</b>
		Wireless Security/ <b>Защита беспроводной сети</b>	64/128/152-bit WEP / WPA / WPA2, WPA-PSK / WPA2-PSK / <b>64/128/152-битный WEP / WPA / WPA2, WPA-PSK / WPA2-PSK</b>
		Network security/ <b>Сетевая безопасность</b> (firewall)	Protection against DoS attacks, SPI firewall, filtering of IP addresses / MAC addresses / domain names, binding of IP and MAC addresses / <b>Защита от DoS-атак, межсетевой экран SPI, фильтрация IP-адресов/MAC-адресов/доменных имён, привязка IP- и MAC-адресов</b>
		Wireless Standards / <b>Беспроводной стандарт</b>	IEEE 802.11n, IEEE 802.11g, IEEE 802.11b
		Transfer rate/ <b>Скорость передачи</b>	Not less / <b>Не менее:</b> 300 Мбит/с на 2,4 ГГц/ <b>300 Mbps at 2.4 GHz</b> 400 Мбит/с на 5 ГГц/ <b>400 Mbps at 5 GHz</b>
		Wireless Functions / <b>Функции беспроводного режима</b>	Enable / Disable Broadcast, WDS Bridge, WMM, Statistics / <b>Включить/Отключить трансляцию, WDS мост, WMM, Статистика</b>
		VPN server/ <b>VPN сервер</b>	PPTP VPN, OpenVPN
		Package Contents/ <b>Комплектация</b>	Router, power supply, patch cord, manual / <b>Роутер, блок питания, патчкорд, мануал</b>
		Certificate of conformity/ <b>Сертификат соответствия</b>	CE, FCC, RoHS, NCC, BSMI
		Warranty / <b>Гарантия</b>	Minimum 12 months / <b>Минимум 12 месяцев</b>

Items to be Supplied*/ <b>Поставляемые товары *</b>	Quantity / <b>Количество</b>	Description / Specifications of Goods / <b>Описание / Спецификации товаров</b>	
Tablet computer / <b>Планшет</b>	1	<b>Component</b>	<b>Specification</b>
		Processor/ <b>Процессор</b>	No less than / <b>не менее чем 1,7 ГГц</b>
		Storage/ <b>ПЗУ</b>	No less than/ <b>не менее чем 128 GB</b>
		Memory/ <b>ОЗУ</b>	No less than/ <b>не менее чем 4 GB</b>
		Network/ <b>Сеть</b>	GSM 900/1800/1900, 3G, 4G LTE
		OS/ <b>Операционная система</b>	No less than/ <b>не менее чем Android 10</b>
		Display/ <b>Экран</b>	No less than/ <b>не менее чем 10", 2000x1200</b>
		Communications/ <b>Коммуникации</b>	Wi-Fi, Bluetooth 5,0, USB-C, GPS, ГЛОНАСС
		SIM-card type / <b>Тип SIM-карты</b>	nano SIM/ <b>нано сим-карта</b>
		Camera/ <b>Камера</b>	No less than / <b>не менее чем</b> the main 8 Mp + Flash \ Основная 8 Mp+ <b>Вспышка</b> front 5 Mp/Фронтальная 5 Mp
		Video playback formats / <b>Форматы воспроизведения видео</b>	MPEG-4, MOV, MP4, AVI, FLV, MKV, ASF

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		Audio playback formats / <i>Форматы воспроизведения аудио</i>	MP3, M4A, AAC, WAV
		Memory card slot / <i>Слот для карт памяти</i>	microSDXC
		Corpus/ <i>Корпус</i>	Metal/ <i>Метал</i>
		Battery/ <i>Батарея</i>	No less than/ <i>не менее чем</i> 7000 mAh
		Accessories/ <i>Аксессуары</i>	AC Charger, USB-C cable, AC adapter, paper clip, headphone adapter, instructions / <i>Зарядное устройство, USB-C кабель, сетевой адаптер, скрепка, переходник для наушников, инструкция</i>
		Warranty / <i>Гарантия</i>	Minimum 12 months / <i>Минимум 12 месяцев</i>

Items to be Supplied*/ <i>Поставляемые товары *</i>	Quantity / <i>Количество</i>	Description / Specifications of Goods / <i>Описание / Спецификации товаров</i>	
Network USB adapter / <i>Сетевой USB адаптер</i>	5	Type/ <i>Тип</i>	Network USB adapter to RJ45/ <i>Сетевой адаптер USB на RJ45</i>
		Interface of connection/ <i>Интерфейс подключение</i>	USB
		Data transfer rate/ <i>Скорость передачи данных</i>	10/100/1000 Mbit/sec / <i>Мбит/сек</i>
		OS support/ <i>Поддержка ОС</i>	MacOS, Windows, Linux
		Warranty / <i>Гарантия</i>	Minimum 12 months / <i>Минимум 12 месяцев</i>

Items to be Supplied*/ <i>Поставляемые товары *</i>	Quantity / <i>Количество</i>	Description / Specifications of Goods / <i>Описание / Спецификации товаров</i>	
Network Wi-Fi adapter / <i>Сетевой Wi-Fi адаптер</i>	5	Type/ <i>Тип</i>	Network Wi-Fi adapter/ Network <i>Wi-Fi адаптер</i>
		Interface of connection/ <i>Интерфейс подключение</i>	No less than/ <i>не менее чем</i> USB 3.2
		Data transfer rate/ <i>Скорость передачи данных</i>	Up to/ <i>До</i> 700 Мбит/с
		Wireless network protection / <i>Защита беспроводной сети</i>	WEP, WPA, WPA2, TKIP, AES, WPA-PSK, WPA2-PSK
		Standard / <i>Стандарт</i>	Wi-Fi 802.11 b (Wi-Fi 1), a (Wi-Fi 2), g (Wi-Fi 3), n (Wi-Fi 4), ac (Wi-Fi 5)
		Frequency range/ <i>Диапазон частот</i>	5 GHz / 2.4 GHz / <i>5 ГГц / 2,4 ГГц</i>
		OS support / <i>Поддержка ОС</i>	MacOS, Windows, Linux
		Warranty / <i>Гарантия</i>	Minimum 12 months / <i>Минимум 12 месяцев</i>

Items to be Supplied*/ <i>Поставляемые товары *</i>	Quantity / <i>Количество</i>	Description / Specifications of Goods / <i>Описание / Спецификации товаров</i>	
Multifunctional Printer (MFP) / <i>Многофункц</i>	11	Component/ <i>Компонент</i>	Specification/ <i>Спецификация</i>
		Type/ <i>Тип</i>	Black and White Laser Multifunctional Device / <i>Черно-белое лазерное многофункциональное устройство</i>
		Technology/ <i>Технология</i>	Laser/ <i>Лазерный</i>

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<b>иональный принтер (МФУ)</b>	Two-sided printing / <b>Двусторонняя печать</b>	Automatic \ <b>Автоматическая</b>
	Auto Document Feeder Capacity \ <b>Емкость устройства автоподачи оригиналов</b>	Not less than / <b>Не менее 35 стр</b>
	Resource printer, max load/ <b>Ресурс принтера, макс нагрузка</b>	Not less than 30 000/ <b>Не менее 30 000 в месяц</b>
	Performance/ <b>Производительность</b>	Not less than 28 ppm (A4)/ <b>Не менее 28 стр/мин (A4)</b>
	Time to first sheet/ <b>Время выхода первого листа</b>	Up to 5.2 s/ <b>До 5.2 с</b>
	Maximum original size/ <b>Максимальный формат</b>	A4
	The resolution for b/w printing/ <b>Разрешение для ч/б печати</b>	Not less than 600x600dpi / <b>Не менее 600x600 dpi</b>
	Trays/ <b>Лотки</b>	Paper feed: not less than 250 sheets/ <b>Подача бумаги: не менее 250 листов;</b>
	Resource b/w cartridge / toner / <b>Ресурс ч/б картриджа/тонера</b>	Not less than 1700 papers/ <b>Не менее 1700 страниц</b>
	Type of cartridge/ <b>Тип картриджа</b>	Without chip (priority) or with a chip, but with the possibility of refilling/ <b>Не чипованный или чипованный, но с возможностью заправки</b>
	Scanner Type / <b>Тип сканера</b>	Flatbed with automatic document feeder / <b>Планшетный, с устройством автоматической подачи документов</b>
	Scanner resolution/ <b>Разрешение сканера</b>	Not less than 600x600dpi / <b>Не менее 600x600 dpi</b>
	Colour Scanning Depth/ <b>Глубина цветного сканирования</b>	Not less than 24bits/ <b>Не менее 24 бит</b>
	Resolution copier (B / W)/ <b>Разрешение копира (ч/б)</b>	Not less than 600x600dpi/ <b>Не менее 600x600 dpi</b>
	The maximum number of copies per cycle/ <b>Максимальное количество копий за цикл</b>	Not less than 99/ <b>Не менее 99</b>
	Memory capacity/ <b>Объем памяти</b>	Not less than 256 MB/ <b>Не менее 256 МБ</b>
	Interfaces/ <b>Интерфейсы</b>	Wi-Fi, Ethernet 10/100Base-TX, USB 2.0
	Display information/ <b>Отображение информации</b>	LCD panel/ <b>ЖК-панель</b>
	OS support/ <b>Поддержка ОС</b>	Windows 8/10/11, Linux, Mac OS
	Package Contents/ <b>Комплектация</b>	The necessary cables for connecting an MFP/ <b>Необходимые кабели для подключения МФУ</b>
	Warranty / <b>Гарантия</b>	Minimum 12 months / <b>Минимум 12 месяцев</b>
	Environment requirements / <b>Требования к окружающей среде</b>	ENERGY STAR
	Standard of the power supply/Стандарт <b>электропитания</b>	220/240V 50 HZ; Standard of the plug/Стандарт вилки: CEE 7/7, CEE 7/16, CEE 7/17

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Items to be Supplied*/ Поставляемые товары *	Quantity / Количество	Description / Specifications of Goods / Описание / Спецификации товаров	
Printer / Принтер	4	Component/ Компонент	Specification/Спецификация
		Type/ Тип	Monochrome laser printer / Принтер лазерный монохромный
		Technology/ Технология	Laser/ Лазерный
		Two-sided printing / Двусторонняя печать	Automatic \ Автоматическая
		Resource printer, max load/ Ресурс принтера, макс нагрузка	Not less than / Не менее 4 000 в месяц
		Performance/ Производительность	Not less than 38 ppm (A4)/ Не менее 38 стр/мин (A4)
		Time to first sheet/ Время выхода первого листа	Up to 5.5 s/ До 5.5 с
		Maximum original size/ Максимальный формат	A4
		The resolution for b/w printing/ Разрешение для ч/б печати	Not less than 600x600dpi / Не менее 600x600 dpi
		Trays/ Лотки	Paper feed: not less than / Подача бумаги: не менее 350 листов;
		Resource b/w cartridge / toner / Ресурс ч/б картриджа/тонера	Not less than / Не менее 3100 страниц
		Type of cartridge/ Тип картриджа	Without chip (priority) or with a chip, but with the possibility of refilling/ Не чипованный или чипованный, но с возможностью заправки
		Memory capacity/ Объем памяти	Not less than / Не менее 1024 Мб
		Interfaces/ Интерфейсы	Wi-Fi, Ethernet 10/100Base-TX, USB 2.0
		Display information/ Отображение информации	LCD panel/ ЖК-панель
		OS support/ Поддержка ОС	Windows 8/10/11, Linux, Mac OS
		Package Contents/ Комплектация	Necessary cables for connecting the printer / Необходимые кабели для подключения принтера
		Warranty / Гарантия	Minimum 12 months / Минимум 12 месяцев
		Environment requirements / Требования к окружающей среде	ENERGY STAR
		Standard of the power supply/Стандарт электропитания	220/240V 50 HZ; Standard of the plug/Стандарт вилки: CEE 7/7, CEE 7/16, CEE 7/17

Items to be Supplied*/ Поставляемые товары *	Quantity / Количество	Description / Specifications of Goods / Описание / Спецификации товаров	
	6	Component/ Компонент	Specification/Спецификация

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<b>Computers / Компьютеры</b>	Processor/ Процессор	No less than i5 - 10 generation, 4.3GHz / Не менее чем i5 - 10 поколения, 4.3 GHz
	HDD/Жесткий диск	No less than / Не менее чем: Internal Storage/Внутренняя память: 512 GB SSD
	NIC/Сетевая карта	Integrated/ интегрированная 10/100/1000 Base-T
	Motherboard/ Материнская плата	LGA1200, no less than 2DDR4, 1PCI-E, 4SATA, 2USB 2.0,4USB 3.0, HDMI>/ LGA1200 не менее чем 2DDR4, 1PCI-E, 4SATA, 2USB 2.0,4USB 3.0, HDMI>
	Memory/Память	No less than 16 GB DDR4/Не менее чем 16 GB DDR4
	Discrete graphics/ Дискретная видеокарта	No less than / Не менее чем 2 Gb DDR3 - с поддержкой двух мониторов
	Audio/Аудио	Integrated audio with external stereo speaker 4 Watt/ Интегрированный аудио с внешними стереодинамиками 4 Watt
	CD-ROM Drive/ Оптический привод для компакт дисков	DVD±RW/CD-RW
	Keyboard/ клавиатура	Keyboard Russian/English Multimedia, Black / Клавиатура Русская/Английская Мультимедиа, цвет: черный
	Mouse/Мышь	Optical Mouse, No less than 3-button, Scroll , Black / Оптическая Мышь, Не менее чем 3-кнопочная, Прокрутка, Черная
	Case/Корпус	Tower type, Black/ Корпус башенного типа, Черный Front Panel / передняя панель (2USB+Audio+Mic)
	Soft / Софт	1. Windows 10 Pro 2. Office Home and Business 2019
	Warranty / Гарантия	Minimum 12 months / Минимум 12 месяцев
	Standard of the power supply/ Стандарт электропитания	220/240V 50 HZ; Standard of the plug/Стандарт вилки: CEE 7/7, CEE 7/16, CEE 7/17

Items to be Supplied*/ Поставляемые товары *	Quantity / Количество	Description / Specifications of Goods / Описание / Спецификации товаров	
<b>Monitor / Монитор</b>	<b>6</b>	Screen size (diagonal)/ Размер экрана (диагональ)	Not less than / Не менее 24"
		Type/ Тип	LED IPS
		Resolution/ Разрешение	Not less than FHD (1920x1080 for 60Hz)/ Не менее FHD (1920 x 1080 при 60 Гц)
		Format ratio/ Форматное соотношение	16:9
		Brightness/ Яркость	Not less than 250 cd/m² / Не менее 250 кд/м²
		Contrast/ Контрастность	Not less than \ Не менее 1000:1
		View angle/ Угол обзора	Not less than 178° horizontal ; 178vertical/ Не менее 178° по горизонтали ; 178° по вертикали
		Response time/ Время отклика	Not more than 5 ms (on/off)/ Не более 5 мс (вкл/выкл)

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	Angle of obliquity and rotation / Угол наклона и поворота	from -3 to +20/ от -3 до +20
	Input slots/ Входные разъемы	Not less than 1 slot HDMI / Не менее 1 разъем HDMI
	Warranty / Гарантия	Minimum 12 months / Минимум 12 месяцев
	Environment requirements / Требования к окружающей среде	ENERGY STAR
	Standard of the power supply / Стандарт электропитания	220/240V 50 HZ; Standard of the plug/Стандарт вилки: CEE 7/7, CEE 7/16, CEE 7/17

Items to be Supplied*/ Поставляемые товары *	Quantity / Количество	Description / Specifications of Goods / Описание / Спецификации товаров	
Color printer/ Цветной принтер	1	Component/ Компонент	Specification/Спецификация
		Type/ Тип	A3 color printer / Принтер цветной А3 формата
		Technology/ Технология	Inkjet / Струйная
		Type of consumables / Тип расходных материалов	Built-in ink tanks / Встроенные емкости для чернил
		Number of colors / Количество цветов	Not less than / Не менее 6
		Performance/ Производительность	Black and white print - Not less than / Не менее 29 стр/мин (A4) Color print - Not less than / Не менее 29 стр/мин (A4)
		The minimum amount of drops, PL/ Минимальный объем капли, пл	No more than 1.5/ Не более 1.5
		Maximum Resolution dpi / Максимальное разрешение, dpi	5760x1440
		Maximum original size/ Максимальный формат	A3
		Trays/ Лотки	Paper feed: not less than 100 sheets/ Подача бумаги: не менее 100 листов;
		Color photo print speed 10x15 cm, se / Скорость печати цветной фотографии 10x15 см., сек	Not less than / Не менее 12
		Resource of all containers with black, photo 10X15/ Ресурс всех контейнеров с черными, фото 10X15	Not less than / Не менее 1900
		Interfaces/ Интерфейсы	USB 2.0
		OS support/ Поддержка ОС	Windows, Linux, Mac OS
		Package Contents/ Комплектация	The necessary cables for connecting / Необходимые кабели для подключения
		Standard of the power supply/Стандарт электропитания	220/240V 50 HZ; Standard of the plug/Стандарт вилки: CEE 7/7, CEE 7/16, CEE 7/17
		Warranty / Гарантия	Minimum 12 months / Минимум 12 месяцев

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### Lot # 3 – Office equipment for Kyrgyzhydroemt (КНМ)/ Лот № 3 – Офисное оборудование для Кыргызгидромета (КГМ)

Technical requirements/ Технические требования

Scope of supply and technical requirements are specified below/ Объем поставки и технические требования указаны ниже.

Item No	Item/s to be Supplied/ Поставляемые товары		Quantity (pcs)/ Количество (шт)
1	Conditioners / Кондиционеры (25 sq.m / кв.м)		1
2	Conditioners / Кондиционеры (50 sq.m / кв.м)		2
Items to be Supplied*/ Поставляемые товары *	Quantity / Количество	Description / Specifications of Goods / Описание / Спецификации товаров	
Conditioners / Кондиционеры	1	Component/ Компонент	Specification/Спецификация
		Type/Вид	Split system/Сплит-система
		Energy efficiency class / Класс энергоэффективности	A
		Heating and cooling area (sq.m) / Площадь обогрева и охлаждения (кв.м)	Not less than / Не менее 25
		Mode / Режим	Cooling / heating / Охлаждение / обогрев
		Cooling / heating capacity. kW. / Мощность охлаж./нагрев. кВт.	Not more / Не более 2,5/3,2
		Consumed. Power, kWt / Потребл. Мощность кВт	Not more / Не более 1
		Installation / Установка	Included / Включено
		Power type / Тип электропитания	Single-phase / Однофазный
		Operating temperature range / Диапазон рабочих температур	Cooling from -15 to +43; Heating from -15 to +24 / Охлаждение от -15 до +43 Обогрев от -15 до +24
		Control/ Управление	Remote controller / Пульт д/у
		Compressor type / Тип компрессора	Inverter / Инверторный
		Additional functions/ Дополнительные функции	Self-diagnosis, auto-restart, self-cleaning of the indoor unit / самодиагностика, автоперезапуск, самоочистка внутреннего блока
		Standard of the power supply/Стандарт электропитания	220/240V 50 HZ; Standard of the plug/Стандарт вилки: CEE 7/7, CEE 7/16, CEE 7/17
		Warranty / Гарантия	Minimum 12 months / Минимум 12 месяцев

Items to be Supplied*/	Quantity /	Description / Specifications of Goods / Описание / Спецификации товаров
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Поставляемые товары *	Количество		
Conditioners /Кондиционеры	2	Component/ Компонент	Specification/Спецификация
		Type/Тип	Сплит-система/ Split system
		Класс энергоэффективности/ Energy efficiency class	A
		Heating and cooling area (sq.m) / Площадь обогрева и охлаждения (кв.м)	Not less than / Не менее 50
		Mode / Режим	Cooling / heating / Охлаждение / обогрев
		Cooling / heating capacity. kW. / Мощность охлаж./нагрев. кВт.	Not more / Не более 5/5,8
		Consumed. Power, kWt / Потребл. Мощность кВт	Not more / Не более 1
		Installation / Установка	Included / Включено
		Power type / Тип электропитания	Single-phase / Однофазный
		Operating temperature range/ Диапазон рабочих температур	Cooling from -15 to +43; Heating from -15 to +24 / Охлаждение от -15 до +43 Обогрев от -15 до +24
		Control / Управление	Remote controller / Пульт д/у
		Compressor type/ Тип компрессора	Inverter / Инверторный
		Additional functions/Дополнительные функции	Self-diagnosis, auto-restart, self-cleaning of the indoor unit самодиагностика, автоперезапуск, самоочистка внутреннего блока
		Standard of the power supply/Стандарт электропитания	220/240V 50 HZ; Standard of the plug/Стандарт вилки: CEE 7/7, CEE 7/16, CEE 7/17
		Warranty / Гарантия	Minimum 12 months / Минимум 12 месяцев

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## Delivery Requirements/ Требования к поставке

Delivery Requirements/Требования к поставке	
Delivery date and time / Дата и время поставки	<p><input type="checkbox"/> <b>Lot # 1 – Computer equipment for UNDP ENV cluster/ Лот № 1 – Компьютерное оборудование для кластера ПРООН по ОС:</b> Delivery period is 50 calendar days from the issuance of the Purchase Order / Срок поставки: 50 календарных дней с момента выдачи Заказа на закупку</p> <p><input type="checkbox"/> <b>Lot # 2 – Computer equipment for КНМ/ Лот № 2 – Компьютерное оборудование для КГМ:</b> Delivery period is 50 calendar days from the issuance of the Purchase Order / Срок поставки: 50 календарных дней с момента выдачи Заказа на закупку.</p> <p><input type="checkbox"/> <b>Lot # 3 - Office equipment for КНМ/ Лот № 3- Офисное оборудование для КГМ:</b> Delivery period is 50 calendar days from the issuance of the Purchase Order / Срок поставки: 50 календарных дней с момента выдачи Заказа на закупку</p> <p>If contracts are awarded against Lot #1, and/or Lot #2 and/or Lot # 3 to a single Bidder – the total contract duration shall not exceed 60 calendar days, goods should be provided in parallel under Lots / В случае присуждения контрактов одному контрактору по лоту №1 и/или лоту №2 и/или лоту 3 общий срок исполнения контракта не должен превысить 60 календарных дней.</p>
Delivery terms:/ Условия поставки: (INCOTERMS 2020)	<p><input type="checkbox"/> <b>Lot #1, #2 and #3: Incoterms DDP, Bishkek, Kyrgyzstan</b> (Note: for goods already imported into Kyrgyzstan. Import customs formalities have already been carried out by Offeror) / <b>Лоты №1, №2 и №3: Инкотермс DDP, г. Бишкек, Кыргызская Республика</b> (Примечание: для товаров уже импортированных в Кыргызскую Республику. Импортные таможенные формальности уже выполнены участником торгов).</p> <p>- Packing, delivery, loading/unloading by the Contractor on its costs / Упаковка, доставка и погрузка/разгрузка силами и за счет Поставщика.</p>
Customs clearance (must be linked to INCOTERM) / Таможенная очистка (должна быть привязана к ИНКОТЕРМС)	<p><input type="checkbox"/> <b>Lot #1, #2 and #3: Incoterms DDP, Bishkek, Kyrgyzstan</b> (Note: for goods already imported into Kyrgyzstan. Import customs formalities have already been carried out by Offeror) / <b>Лоты №1, №2 и №3: Инкотермс DDP, г. Бишкек, Кыргызская Республика</b> (Примечание: для товаров уже импортированных в Кыргызскую Республику. Импортные таможенные формальности уже выполнены участником торгов).</p>
Exact Addresses of Delivery Location/s (identify all, if multiple) / Точные адреса мест доставки (указать все, если их несколько)	<p><input type="checkbox"/> <b>Lot No 1-</b> UNDP projects office, 195, Kievskaya str., Bishkek, Kyrgyzstan / <b>Офис проектов ПРООН, ул. Киевская, 195, г. Бишкек, Кыргызстан</b></p> <p><input type="checkbox"/> <b>Lot No 2 –</b> Kyrgyzhydromet building, 13/1 Kerimbekova str., Bishkek, Kyrgyzstan / <b>здание Кыргызгидромета, ул. Керимбекова 13/1, г. Бишкек, Кыргызстан</b></p> <p><input type="checkbox"/> <b>Lot No 3 –</b> Kyrgyzhydromet building, 13/1 Kerimbekova str., Bishkek, Kyrgyzstan / <b>здание Кыргызгидромета, ул. Керимбекова 13/1, г. Бишкек, Кыргызстан</b></p>
Distribution of shipping documents (if using freight forwarder) / Распределение грузовых документов (в случае использования транспортной компании)	N/A
Packing Requirements / Требования к упаковке	The terms of storage, packaging and transportation should meet the requirements of manufacturer. / Условия хранения, упаковки и транспортировки должны соответствовать требованиям производителя.

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<b>Warranty Period / Срок гарантии</b>	<input type="checkbox"/> <b>Lot #1, #2 and #3 / Лоты №1, №2 и №3:</b> <input type="checkbox"/> Equipment warranty not less than 12 months from the date of signing of the act of acceptance by both parties / <input type="checkbox"/> Гарантия на оборудование - не менее 12 месяцев со дня подписания обеими сторонами акта приема-передачи
<b>After-sales service and local service support requirements / Требования к послепродажному обслуживанию и местной сервисной поддержке</b>	In case of founding the defects or damage, the supplier shall replace the goods in the period of 30 calendar days. / В случае обнаружения дефектов или порчи, поставщик обязуется заменить товар в период 30 календарных дней

**ANNEX 2: QUOTATION SUBMISSION FORM / ПРИЛОЖЕНИЕ 2: ФОРМА ПРЕДОСТАВЛЕНИЯ КОТИРОВОК**

Bidders are requested to complete this form, including the Company Profile and Bidder's Declaration, sign it and return it as part of their quotation along with Annex 3: Technical and Financial Offer. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted. / Претендентов просят заполнить данную форму, указав профиль компании и декларацию претендента, подписать ее и вернуть как часть своей котировки с Приложением 3: Техническое и финансовое предложение. Претендент должен заполнить эту форму в соответствии с приведенными инструкциями. Никакие изменения формата не допускаются и никакие замены не принимаются.

Name of Bidder / Название претендента:	Click or tap here to enter text. (введите текст)	
RFQ reference / № запроса котировок:	RFQ 2022-016 "Procurement of IT and office equipment" / Ссылка: RFQ 2022-016 «Закупка IT и офисного оборудования»	Date: / Дата Click or tap to enter a date.

**Company Profile / Профиль компании**

Item Description / Описание	Detail / Подробности
Legal name of bidder or Lead entity for JVs / Официальное название претендента или ведущего органа в СП	Click or tap here to enter text. (введите текст)
Legal Address, City, Country /Адрес, город, страна	Click or tap here to enter text. (введите текст)
Website / сайт	Click or tap here to enter text. (введите текст)
Year of Registration / год регистрации	Click or tap here to enter text. (введите текст)
Legal structure / Правовая структура	Choose an item. (выбрать)
Are you a UNGM registered vendor? / Являетесь ли вы зарегистрированным поставщиком UNGM?	<input type="checkbox"/> Yes / да <input type="checkbox"/> No / нет If yes, / Если да, укажите № поставщика UNGMinsert UNGM Vendor Number
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate): / Сертификация гарантии качества (например, ISO 9000 или эквивалент) (если да, предоставьте копию действующего сертификата):	<input type="checkbox"/> Yes / да <input type="checkbox"/> No / нет

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НЕОФИЦИАЛЬНЫМ

<p>Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate): / <i>Имеет ли ваша компания аккредитацию категории ISO 14001 или ISO 14064 или эквивалентную, связанную с окружающей средой? (Если да, предоставьте копию действительного сертификата):</i></p>	<input type="checkbox"/> Yes / <i>да</i> <input type="checkbox"/> No / <i>нет</i>
<p>Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy) / <i>Есть ли у Вашей компании письменное Заявление о политике в области охраны окружающей среды? (Если да, предоставьте копию)</i></p>	<input type="checkbox"/> Yes / <i>да</i> <input type="checkbox"/> No / <i>нет</i>
<p>Does your organization demonstrate significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues (If yes, provide a Copy) / <i>Демонстрирует ли ваша организация значительную приверженность устойчивости с помощью некоторых других средств, например, внутренних политик компании по расширению прав и возможностей женщин, возобновляемых источников энергии или членства в торговых организациях, пропагандирующих такие вопросы (если «да», предоставьте копию).</i></p>	<input type="checkbox"/> Yes / <i>да</i> <input type="checkbox"/> No / <i>нет</i>
<p>Is your company a member of the UN Global Compact / <i>Является ли ваша компания членом UN Global Compact</i></p>	<input type="checkbox"/> Yes / <i>да</i> <input type="checkbox"/> No / <i>нет</i>
<p>Bank Information / <i>Информация о банке</i></p>	<p>Bank Name: / <i>Название банка</i> Click or tap here to enter text.</p> <p>Bank Address: / <i>Адрес</i> Click or tap here to enter text.</p> <p>IBAN: Click or tap here to enter text. (<i>введите текст</i>)</p> <p>SWIFT/BIC: Click or tap here to enter text. (<i>введите текст</i>)</p> <p>Account Currency: / <i>Валюта счета:</i> Click or tap here to enter text.</p> <p>Bank Account Number: / <i>Номер счета в банке:</i> Click or tap here to enter text.</p>

Previous relevant experience/ Соответствующий предыдущий опыт:				
Positive experience with minimum 2 successful contracts in supply of similar equipment (goods) / Положительный опыт как минимум 2 успешных поставок подобного типа оборудования (товаров)				
Name of previous contracts / Название предыдущих контрактов	Client & Reference Contact Details including e-mail / Данные о клиенте и контактное лицо с указанием электронной почты	Contract Value / Стоимость контракта	Period of activity / Период деятельности	Types of activities undertaken / Виды осуществленной деятельности

#### Bidder's Declaration / Декларация претендента

Yes / Да	No / Нет	
<input type="checkbox"/>	<input type="checkbox"/>	<b>Requirements and Terms and Conditions:</b> I/We have read and fully understand the RFQ, including the RFQ Information and Data, Schedule of Requirements, the General Conditions of Contract, and any Special Conditions of Contract. I/we confirm that the Bidder agrees to be bound by them. / <b>Требования и условия:</b> Я/Мы прочитали и полностью поняли запрос котировок, включая Информацию и данные, график выполнения требований, Общие и любые специальные условия контракта. Я/мы подтверждаем, что претендент с ними согласен.
<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm that the Bidder has the necessary capacity, capability, and necessary licenses to fully meet or exceed the Requirements and will be available to deliver throughout the relevant Contract period. / Я/Мы подтверждаем, что претендент имеет необходимый потенциал, возможности и необходимые лицензии для полного выполнения или перевыполнения требований и будет доступен для выполнения условий в течение соответствующего Контрактного периода.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Ethics:</b> In submitting this Quote I/we warrant that the bidder: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor; has not directly or indirectly approached any representative of the Buyer (other than the Point of Contact) to lobby or solicit information in relation to the RFQ ;has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the Buyer. / <b>Этика:</b> Предоставляя эту котировку предложение, я/мы гарантируем, что претендент не вступал в какие-либо ненадлежащие, незаконные, неконкурентные соглашения или сговор с каким-либо конкурентом; не обращался прямо или косвенно к любому представителю Покупателя (кроме Контактного лица) с целью лоббирования или получения информации в связи с запросом котировок; не пытался оказать влияние, или предоставить какую-либо форму личного поощрения, вознаграждение или выгоду любому из представителей Покупателя.

<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm to undertake not to engage in proscribed practices, , or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we have read the United Nations Supplier Code of Conduct : <a href="https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct">https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct</a> and acknowledge that it provides the minimum standards expected of suppliers to the UN. / Я/Мы подтверждаем, что обязуемся не участвовать в запрещенной или любой другой неэтичной практике в отношении с ООН или любой иной стороной и вести дела таким образом, чтобы предотвратить любой финансовый, операционный, репутационный или другой неоправданный риск для ООН; мы ознакомились с Кодексом поведения поставщиков ООН: <a href="https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct">https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct</a> и признаем, что он обеспечивает минимальные стандарты, ожидаемые ООН от поставщиков.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Conflict of interest:</b> I/We warrant that the bidder has no actual, potential, or perceived Conflict of Interest in submitting this Quote or entering a Contract to deliver the Requirements. Where a Conflict of Interest arises during the RFQ process the bidder will report it immediately to the Procuring Organisation's Point of Contact. / <b>Конфликт интересов:</b> я/мы гарантируем, что у претендента не фактического, потенциального или предполагаемого конфликта интересов при подаче настоящей котировки или заключении Контракта на поставку. В случае возникновения конфликта интересов в процессе подачи котировок претендент немедленно сообщит об этом контактное лицо Заказчика.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Prohibitions, Sanctions:</b> I/We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium members or subcontractors or suppliers for any part of the contract is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists and have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. / <b>Запреты / санкции:</b> Я/ Мы настоящим заявляем, что наша фирма, ее филиалы или дочерние компании или сотрудники, включая любых членов СП / консорциума или субподрядчиков или поставщиков по любой части контракта не подпадают под запрет Организации Объединенных Наций на закупки, включая, в частности, запреты, вытекающие из Сборника санкционных списков Совета Безопасности Организации Объединенных Наций, и их деятельность не была приостановлена, запрещена, подвергнута санкциям или иным образом определена как неправомерная для участия в контракте какой-либо организации системы ООН или Группы Всемирного банка или любой другой международной организации.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Bankruptcy:</b> I/We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future. / <b>Банкротство:</b> я/мы не объявляли о банкротстве, не участвовали в процедуре банкротства или конкурсного управления, и в отношении нас не было вынесено судебного решения или не было начато судебное разбирательство, которое могло бы негативно повлиять на нашу деятельность в обозримом будущем.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Offer Validity Period:</b> I/We confirm that this Quote, including the price, remains open for acceptance for the Offer Validity. / <b>Срок действия предложения:</b> я / мы подтверждаем, что данная котировка, включая цену, остается открытой для акцепта в течение срока действия Предложения.
<input type="checkbox"/>	<input type="checkbox"/>	I/We understand and recognize that you are not bound to accept any Quotation you receive, and we certify that the goods offered in our Quotation are new and unused. / Я/мы понимаем и признаем, что Вы не обязаны принимать любую полученную вами котировку, и мы подтверждаем, что товары, предлагаемые в нашем Предложении, являются новыми и неиспользованными.
<input type="checkbox"/>	<input type="checkbox"/>	By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Organization/s to make this declaration on its/their behalf. / Подписывая настоящее заявление, нижеподписавшийся заявляет, и соглашается с тем, что он/она уполномочены Организацией/она делать это заявление от ее/его имени.

Signature: Подпись: \_\_\_\_\_

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Name / [Имя](#): Click or tap here to enter text.

Title: / [Должность](#): Click or tap here to enter text.

Date: / [Дата](#): Click or tap to enter a date.



ANNEX 3: TECHNICAL AND FINANCIAL OFFER / ПРИЛОЖЕНИЕ 3: ТЕХНИЧЕСКОЕ И ФИНАНСОВОЕ ПРЕДЛОЖЕНИЕ

Bidders are requested to complete this form, sign it and return it as part of their bid along with Annex 2: Quotation Submission Form. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted. / Претендентам предлагается заполнить эту форму, подписать ее и вернуть как часть своей заявки вместе с Приложением 2 – формой подачи котировки. Претендент должен заполнить эту форму в соответствии с указанными инструкциями. Никакие изменения его формата не допускаются, и никакие замены не принимаются.

Name of Bidder / Название претендента:	Click or tap here to enter text.	
RFQ reference / № запроса котировок:	2022-016 “Procurement of IT and office equipment”/ 2022-016 «Закупка ИТ и офисного оборудования»	Date: / Дата: Click or tap to enter a date.

TABLE 1: Offer to Providing Services with Specifications and Requirements /  
ТАБЛИЦА 1: Предложение на предоставление услуг, соответствующих спецификациям и требованиям:

Currency of the Quotation: USD / валюта котировки: долл. США DDP INCOTERMS: DDP ИНКОТЕРМС:						
Item No	Description/ Описание	Model # / Модель	UO/ ед. из	Qty/ кол- во	Price per item in USD without VAT/ стоимость за единицу в долл. США без НДС	Total Price in USD without VAT/ Общая Стоимость В долл. США без НДС
Lot # 1 – Computer equipment for UNDP ENV cluster/ Лот № 1 – Компьютерное оборудование для кластера ПРООН по Окружающей среде (ОС)						
1	Notebook / Ноутбук			7		
2	Monitor / Монитор			7		
3	Professional Headphones / Профессиональные Наушники			7		
4	Multifunctional Printer (MFP) / Многофункциональный принтер (МФУ)			1		
Total Price / Итогова цена:						
Total Final and All-inclusive Price, DDP Incoterms / Окончательная стоимость с учетом всех аспектов, DDP Инкотермс						

Please use Annex 1, presented in MS Excel format, for a detailed description of the equipment offered / Пожалуйста, используйте Приложение 1, представленное в формате MS Excel, для детального описания характеристик и спецификаций предлагаемых вами оборудования.

Currency of the Quotation: USD / валюта котировки: долл. США DDP INCOTERMS/ DDP ИНКОТЕРМС:						
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ВНИМАНИЕ: НАСТОЯЩИЙ ПЕРЕВОД ДОКУМЕНТОВ С АНГЛИЙСКОГО НА РУССКИЙ ЯЗЫК ЯВЛЯЕТСЯ НЕОФИЦИАЛЬНЫМ

Item No	Description/ Описание	Model # / Модель	UO/ ед. из	Qty/ кол-во	Price per item in USD without VAT/ стоимость за единицу в долл. США без НДС	Total Price in USD without VAT/ Общая Стоимость в долл. США без НДС
<b>Lot # 2 – Computer equipment for KHM/ Лот № 2 – Компьютерное оборудование для Кыргызгидромета (КГМ)</b>						
1.	Voice recorder / Диктофон			1		
2.	External hard drive / Внешний жесткий диск			5		
3.	UPS/ Источники бесперебойного питания			36		
4.	WiFi router / WiFi роутер			2		
5.	Tablet computer / Планшет			1		
6.	Network USB adapter / Сетевой USB адаптер			5		
7.	Network Wi-Fi adapter / Сетевой Wi-Fi адаптер			5		
8.	Multifunctional Printer (MFP) / Многофункциональный принтер (МФУ)			11		
9.	Printer / Принтер			4		
10.	Computers / Компьютеры			6		
11.	Monitor / Монитор			6		
12.	Color Printer / Цветной принтер			1		
	<b>Total Price / Итоговая цена:</b>					
	<b>Total Final and All-inclusive Price, DDP Incoterms / Окончательная стоимость с учетом всех аспектов, DDP Инкотермс</b>					

Please use Annex 1, presented in MS Excel format, for a detailed description of the equipment offered / Пожалуйста, используйте Приложение 1, представленное в формате MS Excel, для детального описания характеристик и спецификаций предлагаемых вами оборудования

Currency of the Quotation: USD / валюта котировки: долл. США DDP INCOTERMS/ DDP ИНКОТЕРМС						
Item No	Description/ Описание	Model # / Модель	UO/ ед. из	Qty/ кол-во	Price per item in USD without VAT/ стоимость за единицу в долл. США без НДС	Total Price in USD without VAT/ Общая Стоимость в долл. США без НДС
Lot # 3 –Office equipment for KHM/ Лот № 3 –Офисное оборудование для КГМ						
1.	Conditioners / Кондиционеры (25 sq.m / кв.м)			1		
2.	Conditioners / Кондиционеры (50 sq.m / кв.м)			2		
Total Price / Итогова цена:						
Total Final and All-inclusive Price, DDP Incoterms / Окончательная стоимость с учетом всех аспектов, DDP Инкотермс						

Please use Annex 1, presented in MS Excel format, for a detailed description of the equipment offered / Пожалуйста, используйте Приложение 1, представленное в формате MS Excel, для детального описания характеристик и спецификаций предлагаемых вами оборудования

**TABLE 2: Offer to Comply with Other Conditions and Related Requirements /**

**ТАБЛИЦА 2: Предложение по выполнению других условий и соответствующих требований**

**Compliance with Requirements / Соблюдение требований**

Other Information pertaining to our Quotation are as follows: / Другая информация, касающаяся нашего Предложения:	Your Responses / Ваш ответ	
	Yes / Да	No / Нет
<b>Delivery terms:/ Условия поставки:</b>  <input type="checkbox"/> Lot #1, #2 and #3: Incoterms DDP, Bishkek, Kyrgyzstan (Note: for goods already imported into Kyrgyzstan. Import customs formalities have already been carried out by Offeror) / Лоты №1, №2 и №3: Инкотермс DDP, г. Бишкек, Кыргызская Республика (Примечание: для товаров уже импортированных в Кыргызскую Республику. Импортные таможенные формальности уже выполнены участником торгов).  Packing, delivery, loading/unloading by the Contractor on its costs / Упаковка, доставка и погрузка/разгрузка силами и за счет Поставщика.		
<b>Delivery place / Место доставки:</b>  <input type="checkbox"/> Lot No 1- UNDP projects office, 195, Kievskaya str., Bishkek, Kyrgyzstan / Офис проектов ПРООН, ул. Киевская, 195, г. Бишкек, Кыргызстан <input type="checkbox"/> Lot No 2 – Kyrgyzhydromet building, 13/1 Kerimbekova str., Bishkek, Kyrgyzstan / здание Кыргызгидромета, ул. Керимбекова 13/1, г. Бишкек, Кыргызстан <input type="checkbox"/> Lot No 3 – Kyrgyzhydromet building, 13/1 Kerimbekova str., Bishkek, Kyrgyzstan / здание Кыргызгидромета, ул. Керимбекова 13/1, г. Бишкек, Кыргызстан		

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<p>Warranty on goods and services/ <b>Гарантия на товары и услуги:</b></p> <p><input type="checkbox"/> <b>Lot #1, #2 and #3 / Лоты №1, №2 и №3:</b></p> <p><input type="checkbox"/> Equipment warranty not less than 12 months from the date of signing of the act of acceptance by both parties / <b>Гарантия на оборудование - не менее 12 месяцев со дня подписания обеими сторонами акта приема-передачи</b></p> <p><input type="checkbox"/> In case of founding the defects or damage, the supplier shall replace the goods in the period of 30 calendar days. / <b>В случае обнаружения дефектов или порчи, поставщик обязуется заменить товар в период 30 календарных дней.</b></p>		
<p><b>Delivery Time / Время доставки:</b></p> <p><input type="checkbox"/> <b>Lot # 1 – Computer equipment for UNDP ENV cluster/ Лот № 1 – Компьютерное оборудование для кластера ПРООН по ОС:</b> Delivery period is 50 calendar days from the issuance of the Purchase Order / <b>Срок поставки: 50 календарных дней с момента выдачи Заказа на закупку</b></p> <p><input type="checkbox"/> <b>Lot # 2 – Computer equipment for КНМ/ Лот № 2 – Компьютерное оборудование для КГМ:</b> Delivery period is 50 calendar days from the issuance of the Purchase Order / <b>Срок поставки: 50 календарных дней с момента выдачи Заказа на закупку.</b></p> <p><input type="checkbox"/> <b>Lot # 3 - Office equipment for КНМ/ Лот № 3- Офисное оборудование для КГМ:</b> Delivery period is 50 calendar days from the issuance of the Purchase Order / <b>Срок поставки: 50 календарных дней с момента выдачи Заказа на закупку</b></p> <p>If contracts are awarded against Lot #1, and/or Lot #2 and/or Lot # 3 to a single Bidder – the total contract duration shall not exceed 60 calendar days, goods should be provided in parallel under Lots / <b>В случае присуждения контрактов одному контрактору по лоту №1 и/или лоту №2 и/или лоту 3 общий срок исполнения контракта не должен превысить 60 календарных дней.</b></p>		
<p>Prices indicated without VAT / <b>Цены указаны без НДС</b></p>		
<p>Validity of Quotation – 90 days / <b>Срок действия предложения – 90 дней</b></p>		
<p><b>Payment Terms / Условия оплаты:</b></p> <p>100% upon complete delivery of goods and provision of acceptance act, signed by both parties. Payment is made through bank transfer within 30 calendar days upon provision of invoice and signed acceptance act. / <b>100% по факту полной поставки товаров и акта приема-передачи оборудования, подписанного обеими сторонами. Оплата будет произведена перечислением в течение 30 календарных дней после предоставления счета и акта приемки.</b></p> <p>For local contractors in Kyrgyzstan UNDP shall effect payment in Kyrgyz Som based on the prevailing UN operational rate of exchange on the month of payment / <b>Для участников торгов, зарегистрированных в Кыргызской республике, оплата будет производиться в кыргызских сомах по официальному курсу ООН, применяемый в день выплаты.</b></p> <p>The prevailing UN operational rate of exchange is available for public from the following link: <a href="https://treasury.un.org/operationalrates/OperationalRates.php">https://treasury.un.org/operationalrates/OperationalRates.php</a> /</p>		

Официальный обменный курс ООН публикуется на сайте: <a href="https://treasury.un.org/operationalrates/OperationalRates.php">https://treasury.un.org/operationalrates/OperationalRates.php</a>		
<b>Liquidated Damages / Договорная неустойка</b> 0.5% of contract value for every day of delay, up to a maximum duration of 20 calendar days. Thereafter, the contract may be terminated / 0,5% от суммы контракта за каждый день просрочки максимальной длительностью до 20 календарных дней. После этого действие контракта может быть прекращено.		
<b>Special conditions of Contract / Специальные условия Контракта:</b> Cancellation of PO/Contract if the delivery/completion is delayed for 20 calendar days / Аннулирование 33/Контракта, если просрочка поставки/выполнения превышает 20 календарных дней.		
<b>Conditions for Release of Payment / Условия оплаты:</b> Written Acceptance of Goods based on full compliance with RFQ requirements. / Письменное подтверждение получения товара, на основе полного соответствия требованиям 33.		
All Provisions of the UNDP General Terms and Conditions / Все условия Общих условий и положений ПРООН		

I, the undersigned, certify that I am duly authorized to sign this quotation and bind the company below in event that the quotation is accepted. / Я, нижеподписавшийся, удостоверяю, что я должным образом уполномочен подписать настоящие котировки и в случае принятия предложения обеспечить исполнение обязательств компанией, указанной ниже.	
Exact name and address of company / Полное название и адрес компании:  Company Name / Название компании:  Address: / Адрес:  Phone No.: / № телефона: Email Address: / Электронный адрес:	Authorized Signature: / Подпись уполномоченного должностного лица: Date: / Дата: Name / ФИО: Functional Title of Authorised Signatory: / Должность уполномоченного должностного лица:  Email Address: / Электронный адрес:

## United Nations Development Programme



Empowered lives.  
Resilient nations.

### GENERAL TERMS AND CONDITIONS FOR CONTRACTS

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

**1. LEGAL STATUS OF THE PARTIES:** UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:

**1.1** Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

**1.2** The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

**2. OBLIGATIONS OF THE CONTRACTOR:**

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

**2.2** To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.

**2.3** The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

**2.4** All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.

**3. LONG TERM AGREEMENT:** If the Contractor is engaged by UNDP on the basis of a long-term agreement (“LTA”) as indicated in the Face Sheet of this Contract, the following conditions shall apply:

**3.1** UNDP does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.

**3.2** Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Goods and/or Services from the Contractor hereunder.

**3.3** The Contractor shall provide the Services and/or deliver the Goods, as and when requested by UNDP and reflected in a Purchase Order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a Purchase Order is issued.

**3.4** The Goods and/or Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

**3.5** In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

**3.6** The Contractor shall report semi-annually to UNDP on the Goods delivered and/or Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a Purchase Order for the Goods and/or Services during the reporting period.

**3.7** The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

**4. PRICE AND PAYMENT:**

**4.1 FIXED PRICE:** If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

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

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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 delivery of the Goods and/or provision of the Services.

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

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

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

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Goods delivered in accordance with the Technical Specifications for Goods and/or the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal or may be required by UNDP.

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

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

#### **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. 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 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

#### **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.

**8. RESPONSIBILITY FOR EMPLOYEES:** To the extent that the Contract involves the provision of the Services to UNDP by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

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

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

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

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

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

8.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel's performing any obligations under the Contract; and,

8.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP may reasonably refuse to accept any such personnel.



**8.5** Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

8.5.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.

8.5.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.

8.5.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

8.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

8.5.5 Any request by UNDP for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.

8.5.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

**8.6** Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

**8.7** The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:

8.7.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;

8.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.

**8.8** Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.

**8.9** All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.

**8.10** The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

**8.11** UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 8.10 above.

## **9. ASSIGNMENT:**

**9.1** Except as provided in Article 9.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.

**9.2** The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:

9.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*,

9.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,

9.2.3 the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; *and*,

9.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNDP following the assignment or transfer.

**10. SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible

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

**11. PURCHASE OF GOODS:** To the extent that the Contract involves any purchase of the Goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to such purchases under the Contract:

**11.1 DELIVERY OF GOODS:** The Contractor shall hand over or make available the Goods, and UNDP shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the Goods shall be borne exclusively by the Contractor until physical delivery of the Goods to UNDP in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNDP.

**11.2 INSPECTION OF THE GOODS:** If the Contract provides that the Goods may be inspected prior to delivery, the Contractor shall notify UNDP when the Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

**11.3 PACKAGING OF THE GOODS:** The Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the Goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

**11.4 TRANSPORTATION & FREIGHT:** Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely manner so as to enable UNDP to take delivery of the Goods in accordance with the requirements of the Contract.

**11.5 WARRANTIES:** Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under the Contract, the Contractor warrants and represents that:

11.5.1 The Goods, including all packaging and packing thereof, conform to the technical specifications, are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

11.5.2 If the Contractor is not the original manufacturer of the Goods, the Contractor shall provide UNDP with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;

11.5.3 The Goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

11.5.4 The Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

11.5.5 The Goods are new and unused;

11.5.6 All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNDP in accordance with the Contract;

11.5.7 During any period in which the Contractor's warranties are effective, upon notice by UNDP that the Goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully reimburse UNDP for the purchase price paid for the defective Goods; and,

11.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor's warranties under the Contract.

**11.6 ACCEPTANCE OF GOODS:** Under no circumstances shall UNDP be required to accept any Goods that do not conform to the specifications or requirements of the Contract. UNDP may condition its acceptance of the Goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNDP be obligated to accept any Goods unless and until UNDP has had a reasonable opportunity to inspect the Goods following delivery. If the Contract specifies that UNDP shall provide a written acceptance of the Goods, the Goods shall not be deemed accepted unless and until UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the Goods.

**11.7 REJECTION OF GOODS:** Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept the Goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNDP:

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11.7.1 provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; *or*,  
 11.7.2 repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; *or*,  
 11.7.3 replace the Goods with Goods of equal or better quality; *and*,  
 11.7.4 pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP. **11.8** In the event that UNDP elects to return any of the Goods for the reasons specified in Article 11.7, above, UNDP may procure the Goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor's account.

**11.9 TITLE:** The Contractor warrants and represents that the Goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Contractor to UNDP upon delivery of the Goods and their acceptance by UNDP in accordance with the requirements of the Contract.

**11.10 EXPORT LICENSING:** The Contractor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNDP under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNDP, UNDP shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNDP to enable UNDP to take appropriate measures to resolve the matter.

## **12. INDEMNIFICATION:**

**12.1** The Contractor shall indemnify, defend, and hold and save harmless, UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

12.1.1 allegations or claims that the possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,

12.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

**12.2** The indemnity set forth in Article 12.1.1, above, shall not apply to:

12.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

12.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.

**12.3** In addition to the indemnity obligations set forth in this Article 12, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 12, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

**12.4** UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

**12.5** In the event the use by UNDP of any Goods, property or Services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

12.5.1 procure for UNDP the unrestricted right to continue using such Goods or Services provided to UNDP;

12.5.2 replace or modify the Goods and/or or Services provided to UNDP, or part thereof, with the equivalent or better Goods and/or Services, or part thereof, that is non-infringing; *or*,

12.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such Goods, property or Services, or part thereof.

## **13. INSURANCE AND LIABILITY:**

**13.1** The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

**13.2** Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

13.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

13.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

13.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

13.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.

**13.3** The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

**13.4** The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

**13.5** Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

13.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

13.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;

13.5.3 provide that UNDP shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

13.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNDP.

**13.6** The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

**13.7** Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 13.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract.

**13.8** The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

**14. ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

**15. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

**16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**16.1** Except as is otherwise expressly provided in writing in the Contract, UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The

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

**16.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

**16.3** At the request of UNDP, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract.

**16.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNDP, shall be made available for

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use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

**17. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise without the written permission of UNDP.

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

**18.1** The Recipient shall:

18.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,

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

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

18.2.1 any other party with the Discloser's prior written consent; *and*,

18.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:

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

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

18.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

**18.3** The Contractor may disclose Information *to the extent* required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**18.4** UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

**18.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

**18.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

**19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

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

**19.2** If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 20, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

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

**20. TERMINATION:**

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**20.1** Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 23 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

**20.2** UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

**20.3** In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNDP, the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:

20.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

20.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

20.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNDP and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

20.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

20.3.5 transfer title and deliver to UNDP the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

20.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder;

20.3.7 complete performance of the work not terminated; *and*,

20.3.8 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.

**20.4** In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNDP shall not be liable to pay the Contractor except for those Goods satisfactorily delivered and/or Services satisfactorily provided to UNDP in accordance with the requirements of the Contract, but only if such Goods or Services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP.

**20.5** UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

20.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

20.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

20.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

20.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

20.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,

20.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

**20.6** Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or non-legal proceedings, as a result of any of the events specified in Article 20.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the occurrence of any of the events specified in Article 20.5, above, and shall provide UNDP with any information pertinent thereto.

**20.7** The provisions of this Article 20 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

**21. NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

**22. NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

### **23. SETTLEMENT OF DISPUTES:**

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

**23.2 ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article

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

the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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

**25. TAX EXEMPTION:**

**25.1** Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

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

**26. MODIFICATIONS:**

**26.1** No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

**26.2** If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 26.1, above.

**26.3** The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any Goods or Services provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 26.1, above.

**27. AUDITS AND INVESTIGATIONS:**

**27.1** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

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

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

**27.4** UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

**28. LIMITATION ON ACTIONS:**

**28.1** Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 23.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

**28.2** The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

**29. ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

**ATTENTION: THE PRESENT TRANSLATION OF THE DOCUMENT FROM ENGLISH INTO RUSSIAN IS UNOFFICIAL  
ВНИМАНИЕ: НАСТОЯЩИЙ ПЕРЕВОД ДОКУМЕНТОВ С АНГЛИЙСКОГО НА РУССКИЙ ЯЗЫК ЯВЛЯЕТСЯ  
НЕОФИЦИАЛЬНЫМ**



**30. SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

**31. STANDARDS OF CONDUCT:** The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following documents then in force at the time of signature of the Contract:

**31.1** The UN Supplier Code of Conduct;

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

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

**31.4** UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;

**31.5** UNDP Vendor Sanctions Policy; and

**31.6** All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at [www.undp.org](http://www.undp.org) or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

**32. OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

**33. CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

**34. MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

**35. SEXUAL EXPLOITATION:**

**35.1** In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

**35.2** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

**35.3** UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

**36. ANTI-TERRORISM:** The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to Resolution 1267 (1999). The list can be accessed via [https://www.un.org/sc/suborg/en/sanctions/1267/aq\\_sanctions\\_list](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.