

Request for Proposal (RFP)



1. Invitation to Tender

Tender Name: Mobile application for community mobilization development, deployment and support under MGD'21		Tender No: BIS-ST-RFP-0037
Location: Bishkek, Kyrgyz Republic	Correspondence Language(s): Russian, Kyrgyz and English	
<p>Brief Summary Description of Project:</p> <p>Mercy Corps is a leading global organization powered by the belief that a better world is possible. In disaster, in hardship, in more than 40 countries around the world, we partner to put bold solutions into action — helping people triumph over adversity and build stronger communities from within. Now, and for the future. Mercy Corps in Kyrgyzstan has one overall goal to contribute to the strengthening of communities and institutions, so they are better able to work together to build healthy, financially stable communities based on civil society principles. In 1994 Mercy Corps became one of the first international non-governmental organizations to work in the newly independent Kyrgyzstan. Today, our programs reach more than 500,000 people in all major urban and rural communities of the country's seven provinces.</p> <p>For more than a decade, Mercy Corps has served as the implementing partner of the United States Department of Agriculture (USDA) McGovern-Dole Food for Education (MGD/FFE) and Child Nutrition program. Since 2012, Mercy Corps has provided more than 3,000 metric tons of supplemental commodities (fortified flour, rice, peas, lentils, and oil) to support over 22.5 million hot meals in primary schools. USDA funded MGD programs had two successfully completed iterations (MGD'12, MGD'17) and is currently implementing a new five-year program (MGD'21).</p> <p>Mercy Corps Kyrgyzstan's flagship McGovern-Dole Food for Education and Child Nutrition program is a five-year multi-sectoral program that is implemented country-wide supporting improved learning environments for children through enhanced school and at-home nutrition, school infrastructure and education policies working towards achieving sustainable school feeding programs. Within the program framework, Mercy Corps will provide access to improved, child-friendly sanitation facilities and will increase programmatic focus on constructing and rehabilitating both indoor and outdoor latrines in program schools through provision of grants and technical assistance to ensure that new latrines meet all international standards, including gender requirements.</p> <p>Mercy Corps is planning to develop a mobile application for the Mercy Corps Kyrgyzstan office, that will be used for promoting programmatic messaging and using it for community mobilization activities. By utilizing this application, Mercy Corps can register unique programmatic beneficiaries for avoiding double counting, use separate groups within the application for various thematic initiatives and ensure transparency and sustainability of all activities.</p>		
<p>Tender Package Available from: July 11, 2023 from 8:00 am to 17:00 pm (GMT+6)</p>	<p>Tender Package Pickup Location: Mercy Corps Office in the KR at: 73, Erkindik Boulevard, Bishkek, KR; On websites: www.procurement.kg, www.tenders.kg, www.donors.kg, or by sending a request to email: mckrprocurement@mercycorps.org</p>	
<p>Deadline for Offer Submission: July 18, 2023 by 17:00 pm (GMT+6)</p>	<p>Submit electronic offers to the MC's email: mckrprocurement@mercycorps.org with indicating name of the Tender BIS-ST-RFP-0037 "Mobile application development" in the subject line.</p>	
<p>Date and address of the tender bid opening: July 19, 2023, at 14:00 am at 73, Erkindik Boulevard, Bishkek, KR Tender will be conducted online by the Mercy Corps Tender Committee.</p>		

Mercy Corps reserves the right to accept or reject any late offers

Questions and Answers (Q&A)		
<p>If any, Submit Questions in writing to the email: mckrprocurement@mercycorps.org</p>		
<p>Last Day for Questions: July 13, 2023 by 5 pm (GMT+6)</p>	<p>Questions will be answered by: July 14, 2023</p>	
<p>Questions will be answered through: MC email: mckrprocurement@mercycorps.org Answers will be published without names specifying on the above websites for the benefit of all prospective bidders and/or sent to all bidders</p>		
Documentation Checklist		
<p>These documents are contained within this tender package:</p>	<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p>	<p>Invitation to Tender</p> <p>General terms and conditions for the tender</p> <p>Criteria and submittals</p> <p>Price Offer Sheet</p> <p>Supplier Information Form</p> <p>Scope of Work/Technical Specifications</p> <p>Sample Contract</p>

2. General Conditions for Tender

Mercy Corps invites qualified companies and private entrepreneurs to participate and submit offers for the service described and summarized in the tender package, and in accordance with procedures, conditions and contract terms presented herein. Mercy Corps reserves the right to vary the quantity of service specified in the Tender Package without any changes in price or other terms and conditions and to accept or reject any, all, or part of submitted offers.

2.1. Mercy Corps' Anti-Bribery and Anti-Corruption Statement

Mercy Corps strictly prohibits:

- Any form of bribe or kickback in relation to its activities
This prohibition includes any *request* from any Mercy Corps employee, consultant or agent for anything of value from any company or individual in exchange for the employee, consultant or agents taking or not taking any action related to the award of a contract or the contract once awarded. It also applies to any *offer* from any company or individual to provide anything of value to any Mercy Corps employee, consultant or agent in exchange for that person taking or not taking any action related to the award of the contract or the contract.
- Conflicts of interests in the awarding or management of contracts
If a company is owned by, whether directly or indirectly, in whole or in part, any Mercy Corps employee or any person who is related to a Mercy Corps employee, the company must ensure that it and the employee disclose the relationship as part of or prior to submitting the offer.
- The sharing or obtaining of confidential information
Mercy Corps prohibits its employees from sharing, and any bidder from obtaining, confidential information related to this solicitation, including information regarding Mercy Corps' price estimates, competing offerors or competing offers, etc. Any information provided to one offeror must be provided to all other offerors.
- Collusion between/among offerors
Mercy Corps requires fair and open competition for this solicitation. No two (or more) companies submitting bids can be owned or controlled by the same individual(s). Companies submitting offers cannot share prices or other offer information or take any other action intended to pre-determine which company will win the solicitation and what price will be paid.

Violations of these prohibitions, along with all evidence of such violations, should be reported to:

integrityhotline@mercy Corps.org

Mercy Corps will investigate allegations fully and will take appropriate action. Any company, or individual that participates in any of the above prohibited conduct, will have its actions reported to the appropriate authorities, will be investigated fully, will have its offer rejected and/or contract terminated, and will not be eligible for future contracts with Mercy Corps. Employees participating in such conduct will have his/her employment terminated.

Violations will also be reported to Mercy Corps' donors, who may also choose to investigate and debar or suspend companies and their owners from receiving any contract that is funded in part by the donor, whether the contract is with Mercy Corps or any other entity.

2.2. Tender Basis

- All offers shall be made in accordance with these instructions, and all documents requested should be furnished, including any required (but not limited to) supplier-specific information. If any requested document is not furnished, a reason should be given for its omission in the Section "**List of exceptions**".
- No respondent should add, omit or change any item, term or condition herein.
- If suppliers have any additional requests and conditions, these shall be stipulated in **List of exceptions**.
- Each offeror may make one response only.
- Each offer shall be valid for the period of 6 months from the date of Offer.
- All offers should indicate whether they include taxes, compulsory payments, levies and/or duties, including VAT, if applicable.
- Suppliers should ensure that financial offers are devoid of calculation errors. If errors are identified during the evaluation process, the unit price will prevail. If there is ambiguity on the unit price, the Selection Committee may decide to disqualify the offer.
- Any requests for clarifications regarding the project that are not addressed in written documents must be presented to Mercy Corps in writing. The answer to any question raised in writing by any offeror will be issued to that offeror. In some cases Mercy Corps may choose to issue clarifications to all offerors. It is a condition of this tender that no clarification shall be deemed to supersede, contradict, add to or detract from the conditions hereof, unless made in writing as an Addendum to Tender and signed by Mercy Corps or its designated representative.
- This Tender does not obligate Mercy Corps to execute a contract, nor does it commit Mercy Corps to pay any costs incurred in the preparation and submission of bids. Furthermore, Mercy Corps reserves the right to reject any and all offers, if such action is considered to be in the best interest of Mercy Corps.

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2.3. Supplier Eligibility

Suppliers may not apply, and will be rejected as ineligible, if they:

- Are not registered business;
- Are bankrupt or in the process of going bankrupt;
- Have been convicted of illegal/corrupt activities, and/or unprofessional conduct;
- Have been guilty of grave professional misconduct;
- Have not fulfilled obligations related to payment of social security and taxes;
- Are guilty of serious misinterpretation in supplying information;
- Are in violation of the policies outlined in Mercy Corps Anti-Bribery or Anti-Corruption Statement;
- Supplier (or supplier's principals) are on any list of sanctioned parties issued by; or are presently excluded or disqualified from participation in this transaction by the United States Government or United Nations by the United States Government, the United Kingdom, the European Union, the United Nations, other national governments, or public international organizations.

Additional eligibility criteria, if applicable, are stated in section 3.2 and 3.3. of this tender package.

2.4. Response Documents

Offerors can submit an offer in their own format and ensure it contains all the required documents and information specified in this tender. Where an itemized Price Offer Sheet is included in the tender package, the offeror must complete and submit it with the rest of their offer.

2.5. Acceptance of Successful Response

Documentation submitted by offerors will be verified by Mercy Corps. The winning offeror will be required to sign a contract for the stated, agreed upon price.

2.6. Certification Regarding Terrorism

It is Mercy Corps' policy to comply with humanitarian principles and the laws and regulations of the United States, the European Union, the United Nations, the United Kingdom, host nations, and other applicable donors concerning transactions with or support to individuals or entities that have engaged in fraud, waste, abuse, human trafficking, corruption, or terrorist activity. These laws and regulations prohibit Mercy Corps from transacting with or providing support to any individuals or entities that are the subject of government sanctions, donor rules, or laws prohibiting transactions or support to such parties.

3. Criteria & Submittals

3.1. Contract Terms

Mercy Corps intends to conclude with one or several companies or individuals a Fixed Price Contract for the purchase of services of the mobile application development. The successful offeror(s) shall be required to adhere to the statement of work and terms and conditions of the resulting contract. The anticipated contract is incorporated in **Section 8** herein. By submitting an offer, offerors certify that they understand and agree to all of the terms and clauses contained in **Section 8**.

3.2. Specific Eligibility Criteria

Eligibility criteria must be met and the corresponding supporting documents listed below under "Tender Submittals" must be submitted with offers. Offerors who do not submit these documents may be disqualified from any further technical or financial evaluation.

Eligibility Criteria:

- Are not an eligible business under applicable laws and regulations;
- Are not in good standing with any taxation or legal authority;
- Do not have a satisfactory record of performance and business ethics based on information available to Mercy Corps;
- Are bankrupt or in the process of going bankrupt;
- Have been convicted of illegal/corrupt activities, and/or unprofessional conduct;
- Have been guilty of grave professional misconduct;
- Are guilty of serious misinterpretation in supplying information;
- Are in violation of the anti-bribery or anti-corruption policies;
- Supplier (or supplier's principals) are on any list of sanctioned parties issued by; or are presently excluded or disqualified from participation in the tender by the United States Government or United Nations by the United States Government, the United Kingdom, the European Union, the United Nations, other national governments, or public international organizations

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3.3. Tender Submittals

Documents and required information listed in tender submittals are necessary in order to support the eligibility criteria and to conduct technical evaluations of received offers (and due diligence). While absence of these documents and/or information does not denote mandatory disqualification of suppliers, the lack of these items has the potential to severely and negatively impact the technical evaluation of an offer:

- Cover letter disclosing the interest in providing needed service including the name of tender and contact information.
- Legal Business Registration certificate and Charter of the Company (if applicable).
- A legitimate bank account for payment.
- Reference from the state tax body of absence of tax indebtedness.
- Reference from the Social Fund of absence of social charges indebtedness.
- Price Offer Sheet including validity of offer (should be valid at least 6 months) and payment terms.
- At least 3 reference letters of the past performance and/or digital products including contact information.
- At least 5 years of experience in the related sphere (at least 3 contracts including experience with international organization).
- Supplier Information Form (Company Profile) of an individual or legal entity (2 pages maximum)
- The signed Supplier Eligibility statement as per MC’s Form.
- Description of the overall management approach toward planning and implementing the project. Include an organization chart for the management of the assignment describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- Provide CVs for key personnel that will be provided to support the implementation of this project using the attached format. CVs should demonstrate qualifications in areas relevant to the Scope of Work.
- A preliminary methodology for designing a mobile application.
- Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.

3.4. Price Offer

The Price offer is used to determine which offer represents the best value and serves as a basis of negotiation before award of a contract. The price of the contract to be awarded will be an all-inclusive fixed price basis - a per-unit/deliverable fixed price. No profit, fees, taxes, or additional costs can be added after contract signing. Offerors must show unit prices, as displayed in the Price Offer Sheet in **Section 6**. The offerors should also include their payment terms. Payment of taxes and other mandatory charges will be the responsibility of the Supplier.

3.5. Currency

Offers should be submitted in US dollars (USD).

3.6. Tender Evaluation (Trade Off Method)

Based on the above submittals, a Mercy Corps Tender Committee will conduct a tender evaluation process. Mercy Corps reserves the right to accept or reject any or all bids, and to accept the offer(s) deemed to be in the best interest of Mercy Corps. MC will not be responsible for or pay for any expenses or losses which may be incurred by any Offeror in the preparation of their tender. Evaluations will be conducted as described in the following subsections.

3.7. Technical Evaluation

The evaluation system is based on the method of accounting for various factors - it is a method of choice based on a combination of low prices for the service rendered including the cost of related expenses, i.e. technically acceptable offer that meets the goal. This means that the choice of the winning bidder is not made on the basis of the lowest cost or price but depends on the evaluation of the combination of factors. The Tender Committee of Mercy Corps conducts an evaluation on criteria on a weighted basis (each criterion is set by a percentage; the total percentage is 100%). The proposal of the applicant must consist of all the necessary documents, so that the Mercy Corps Committee can carefully evaluate the criteria listed in this document and assign points on the basis of compliance with technical requirements. Each individual criterion is given weight during the preparation of a package of tender documents, based on its importance for Mercy Corps. The candidate with the best scores is selected as the winner, assuming that the price is fair and reasonable, and also provided that the applicant is additionally checked for reliability and compliance. In conducting the evaluation, the Mercy Corps Tender Committee will assign points for each criterion based on the following scale

Point	Description
0	Not acceptable: the offer does not meet the specified criteria.
1-4	The proposal meets the minimum requirements and can be rejected.
5	Acceptable
6-9	Acceptable: meets all requirements and some indicators exceed.
10	Acceptable: exceeds all requirements

Evaluation criteria	Weight (%)	Points 1 to 10	Weighted points
	(A)	(B)	(A*B)
Price/Cost Offer (including payment terms and validity-at least 6 months) for the services of designing, development, deployment and technical support of the mobile application	20%		
Methodology: proposed methodology to designing a mobile application, timeline, and other suggestions	30%		
Resources: Labor, individual capacities, and the firm's ability to provide key personnel with the necessary qualifications	20%		
Past Performance: demonstration of previous relevant experience, work completed in the region and the field, ability to produce necessary deliverables, ensured quality and management, and ability to deliver on time/scope/budget as evaluated by past performance	10%		
Past experience designing, development, deployment and technical support of similar tools, used for community mobilization and engagement	20%		
Overall score:	100%		

3.8. Additional Due Diligence

Upon completion of both the technical and financial evaluations Mercy Corps will do additional due diligence process with a particular offeror or offeror(s). The purpose of the process is to ensure that Mercy Corps engages with reputable, ethical, responsible Suppliers with solid financials and the ability to fulfill the contract. At MC’s discretion, additional due diligence may take the form of the following processes but not limited to:

- Reference Check;
- Interview and Supplier’s facility site-visit where applicable;
- Analysis of audited financial statements;
- Determination of relations and affiliations between offerors;
- Other appropriate documented method giving Mercy Corps increased confidence in the supplier’s ability to perform the contract.

4. Offer Form

Offerors must submit their own independent offer including at least (but not limited to):

- All documents requested in the Section “Eligibility Criteria” of this Tender Package
- All documents requested in the Section “Tender Submittals” of this Tender Package
- All information listed in the “Documents Comprising the Bid” section below

All offers must be duly signed (including position and full name of the signer) and stamped, with the date of completion.

Documents Comprising the Bid

The following information must be included in the offer of any potential offeror:

- Cover Letter** explaining interest to be a contracted vendor or supplier. The content of the cover letter shall include the following information:
 - A detailed specification of the offered services (Proposal)
 - Delivery time
- Completed and signed MC Supplier Information Form and Supplier Self-Certification of Eligibility (see Section 7)
- A Price Offer detailing the unit price only using the **Price Offer Sheet** template provided in **Section 6**;
- Price validity date as stated in this tender package shall remain unchanged at least 6 months;
- Other important documents offeror feels need to be attached to support their bid.

The original bid shall be signed by the offeror, or a person or persons duly authorized to bind the offeror to the contract. Financial offer pages of the bid shall be initialed by the person or persons signing the bid and stamped with the company seal. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

5. Scope of Work / Technical Specifications

5.1. Purpose

The purpose of this assignment is to develop a mobile application for the Mercy Corps Kyrgyzstan office, that will be used for promoting programmatic messaging and using it for community mobilization activities. By utilizing this application, Mercy Corps can register unique programmatic beneficiaries for avoiding double counting, use separate groups within the application for various thematic initiatives and ensure transparency and sustainability of all activities. Some of the features of this application must include:

- Verifiable registration of program participants with tracking of received messages.
- Registration must include different levels of uses that have different accesses.
- An overall newsfeed to share program updates, upcoming events and trainings and other news.
- Possibility to create thematic group that can be disaggregated by various criteria (by app administrators)
- Sharing links, media files and embedding media content in the thematic groups (sharing by owner/administrator only)
- Options for communicating, polling, voting within the application.
- Web-based analytical dashboards for monitoring and evaluation purposes
- Submitting Community Accountability Reporting Mechanisms (CARM) appeals to Mercy Corps.

5.2. Scope of work

The Scope of Work for this assignment will consist of two parts. First, a comprehensive feasibility study to identify the practicality of the mobile application for promoting social behavior communication messages and second, development, roll out and maintenance of a mobile application. The details below provide an overview of features and functionality for both the study and the subsequent mobile application.

Feasibility study and general requirements to the mobile application:

1. Feasibility study:

- 1.1. Identify the feasibility of promoting social behavior change messages through mobile applications.
- 1.2. Potential for promoting Social Behavior Change (SBC) messages through existing mobile applications or adapting some existing tools for it.
- 1.3. Best practices in promoting social behavior change messages using mobile communication channels.
- 1.4. Conduct a Mercy Corps Standard Privacy Impact Assessment (PIA), which templates will be provided by MC and findings must be incorporated into the updated methodology.
- 1.5. Updated methodology, sprint planning and a timeline for the mobile application development (Agile software development methodology is recommended here)
- 1.6. Timelines and Minimum Viable Product description for the mobile application development

2. General requirements and descriptions:

- 2.1. The Supplier shall ensure the registration and payment of the MC accounts on GooglePlay and AppStore.
- 2.2. The mobile application shall be created and published on an account, which will be owned by MC.
- 2.3. The mobile application shall be in Russian, Kyrgyz and English languages and be easily translatable into other languages.
- 2.4. General functional load include:
 - 2.4.1. Registration of individuals.
 - 2.4.2. File appeals/requests on various issues related to MC activities (with relevant disaggregation).
 - 2.4.3. A “the news feed” feature for all participant group and separate for thematic groups.
 - 2.4.4. Push notifications and news.
 - 2.4.5. Customize users’ profile (provide full set of tools) and receive personalized recommendations.
- 2.5. The application must operate 24/7 in an uninterrupted mode, except for cases of scheduled maintenance not exceeding 5% of the total usage time.
- 2.6. The platform must adhere to Mercy Corps data protection and safeguarding standards with specific adjustments that can be made upon Donor requirements.
- 2.7. A function to submit a feedback/appeal/complain from all application users as part of the CARM function. A limited number of users, approved by MC will have access to CARM feedback database.
- 2.8. MC branding standards must be considered in the application development. A branding toolkit will be provided by MC.
- 2.9. Preference will be given to companies registered in Kazakhstan.

Mobile application development:

1. Functional access according to the type of a user.

1.1. Anonymous user:

- i. reading of MC news and notifications (Activity and news feed component),
- ii. main menu of the mobile application
- iii. option to contact MC or submit CARM feedback.

- 1.2. Authorized user (community member):
 - i. registration in the form of MC partner,
 - ii. reading the Newsfeed,
 - iii. submitting feedback/requests to MC (CARM),
 - iv. access to planned activities and events (registration to and participation at MC or partners' events),
 - v. access to thematic groups, polls and voting
 - vi. access to other services.
 - 1.3. MC partners:
 - i. registration in the form of MC partner,
 - ii. reading and forming notifications into Newsfeed component,
 - iii. submitting feedback/requests to MC (CARM),
 - iv. access to planned activities and events (registration to and participation at MC or other partners' events),
 - v. ability to submit calendar events (subject to Administrator's approval),
 - vi. access to MC studies, reports, other published materials,
 - vii. access to information and activities dedicated to existing partner network members,
 - viii. other data MC find acceptable to share with its partners or new components (such as a raw data, subject matter databases etc.).
 - 1.4. MC Admin level employee (including CARM focal point):
 - i. Approves, edits, deletes, promotes, pins posts in newsfeed,
 - ii. Reviews apples, feedback, messages received as part of CARM channel,
 - iii. Approves users, reviews registrations, edits registration details on profiles,
 - iv. Approves, reviews, edits and post calendar events,
 - v. Ability to make any content related adjustments.
 - vi. Has access to portal (desktop version) of the application with ability to manage content for entire communication panel (and mobile application users)
 - 1.5. MC employees, consultants, temporary associate:
 - i. reading Newsfeed component,
 - ii. Able to post calendar events and invites for registration,
 - iii. access to planned activities and events (registration to and participation at MC or partners' events), access to other services,
 - iv. MC studies, reports, other published materials,
 - v. information and activities dedicated to existing partner network members,
 - vi. Access to review programmatic progress on the admin level thematic visuals,
 - vii. other data MC find acceptable to share with its partners or new components (such as a knowledge base).
2. Registration and authorization
 - 2.1. Registration is available through provision of a cell phone number.
 - 2.2. Options for registration through biometric mechanism or QR (electronic government/state signatures or temporarily generated codes with a cell phone number provision) – this feature will be identified during the feasibility study and incorporated depending on the results of the study.
 - 2.3. MC Admin level users approve registrations and provide access to thematic discussions/groups/channels.
 - 2.4. Personal data storage requirement to meet identified standards through the feasibility study.
 3. Personal account
 - 3.1. In the application main menu, the users can go to their profile, where they see their data: first name, last name, geographic location, MC community, mail, cell phone number (if specified), avatar (if uploaded), as well as statistics of his/her activity in the application: the number of requests submitted, the number of viewed and liked news/publications, the number of subscribers and subscriptions (if any), number of sessions participated at etc.;
 - 3.2. The users can edit their data, download or delete the avatar, change the password, and exit the application.
 - 3.3. The user can subscribe to other users/channels/hashtags of the application who are interested in.
 - 3.4. Receive push-notifications or reminders on scheduled (previously marked for tracing) activities/events.
 - 3.5. Depending on the authorized content, users can follow links to outside sources for discussion (WhatsApp or other messenger groups, phone numbers to call, other social media channels).

4. Functions for MC employee/consultant/temporary associate assigned to administer the communications platform. Available both in mobile version and in on the portal:

- 4.1. Search for (use of search engine or filter parameters embedded in the administration panel) and verify a user's status, including contents of personal account, activities, network, other information.
- 4.2. Run data update/search or other maintenance functions.
- 4.3. Manipulate and work with the desktop administration panel, in which calendar of activities/events, users' activities map, corrections/adjustments of personal accounts, publication of news, polls and voting, and other notification in the Newsfeed component.
- 4.4. Publish a live/calendar event to and bind it to a calendar of activities/events.
- 4.5. Provide direct support to users and communicate with technical support service.
- 4.6. Authorized staff only will have access to CARM appeals and have the possibility to respond to them.
- 4.7. Establish thematic groups among mobile application users.
- 4.8. Conduct video conference call events (unlimited by time, with additional tools to manage the conference call – voting, registration list, recording, etc.)
- 4.9. Other tools requests/coordinated by MC.

Mobile Application Components

5. Newsfeed

- 5.1. On the main screen of the application, a user can see a newsfeed about the MC, its projects, and current activities. News is sorted by publication date in a descending order.
- 5.2. Each news story contains a headline, a brief announcement, a photo or video (if any), a posting date and time, and the number of views and likes. A user can click on the news to open its full text and see additional materials and/or data (if any).
- 5.3. A user can like and share news on social networks, as well as leave comments under the news (specific publication). To do this, he/she needs to click on the corresponding icons under the news (specific publication).
- 5.4. A user can filter news by category (for instance nutrition, hygiene, school feeding, infrastructure, regional news, etc.), regions and villages, as well as search for news by keywords in the search bar (search engine tool use).
- 5.5. Users can repost news, save them, forward and share with other users.

6. News and Analytics

- 6.1. The mobile application should implement the "News and Analytics" function, which allows users to receive up-to-date information about the activities of the party, its leaders and deputies, as well as about the situation in the country and the world.
- 6.2. On the main screen of the mobile application, a user can see the "News and Analytics" button, which opens a list of the latest news and analytical materials available for viewing. The list is sorted by publication date in descending order.
- 6.3. Each news or analysis material contains a headline, a summary of the main idea or fact, a source (website or partner media), and a link to the full text or video.
- 6.4. A user can click on the news or analytical material to open his/her full information and see additional materials (if any), such as photos, videos, infographics, comments, etc;
- 6.5. A user can search for news or analysis by keyword in the search bar or filter news and analysis by source, topic or region.
- 6.6. A user can share news and analysis on social networks or send their feedback and questions on them.
- 6.7. The news and analytics section are also available in the "Newsfeed" component (but in a different order and visualization).

7. Thematic groups

- 7.1. Thematic groups can be created by application administrators to promote separate SBC subjects and/or around specific programmatic components.
- 7.2. Users can join thematic groups based on posts in the newsfeed or search within the applications.
- 7.3. Some groups have feature to be "closed" for a specific audience (e.g., regional groups, cook training groups etc.) and some groups are open for all users.
- 7.4. A search functions to sort/search within a particular group
- 7.5. Group users can be visible for all participants.

8. Calendar of events (training and certification)

- 8.1. The application should implement the MC calendar of events function, which allows users to learn about and participate in various offline or online events related to the MC and its projects. There will be a separate Schedule module embedded in the Personal account in which all marked activities/events for participation and/or interesting activities/events are marked for tracing;

- 8.2. On the main screen of the application, a user can see the "Events" button, which opens the Calendar of events available for registration for participation or tracing. The calendar is sorted by the date of the events in ascending order.
- 8.3. Event type should be categorized by the level of importance and/or type of participation. Examples include SBC trainings, townhalls, school procurement discussions etc.
- 8.4. Each event contains a name, brief description, type (offline or online), date and time, venue (if offline), a link (if online), number of available seats (if limited), and QR code for check-in (if offline).
- 8.5. A user can click on the event to open its full details and see additional materials (if any).
- 8.6. A user can register for the event by clicking on the "Registration" button. After that, he/she receives confirmation of registration and notification of the status of his/her participation (waiting, confirmation, cancellation, etc.).
- 8.7. A user can cancel his registration for the event by clicking on the "Cancel" button. After that, he/she receives a notification about the cancellation of registration and the release of space for other users.
- 8.8. A user can trace particular event by clicking on the "Tracing" button. After that, he/she will receive updates and related information about that particular event.
- 8.9. A user can receive various notifications reminding him of upcoming events for which he/she has registered, as well as changes in the schedule or format of events.
- 8.10. A user can participate in offline events by scanning the QR code of the event upon arrival at the venue. Hence, he checks in upon arrival and may receive points for activity in the application¹;
- 8.11. A user can participate in online events by clicking on the link from the application. Thus, he/she passes end-to-end authorization and gains access to video conferencing without the need to enter additional data.
- 8.12. Invites can be shared by users, reposted within the thematic groups, saved or shared on other social media platforms.
- 8.13. Depending on the quality of participation (to be determined during feasibility study) and the type of event a digital certificate can be awarded to the participant. These digital certificates can be shared, download or added a badge to users personal accounts.
- 8.14. A user can leave his feedback and wishes for the events held in the "Reviews" section of the application menu.

9. Online voting

- 9.1. Voting allows a person to express the position on a number of issues in the allotted time on particular subject (organized and generated by MC or if allowed MC partners)
- 9.2. User functions:
 - 9.2.1. Receiving an invitation to vote.
 - 9.2.2. Voting with signature and certification with SMS code.
 - 9.2.3. Familiarization with a questionnaire.
 - 9.2.4. Familiarization with the voting results.
- 9.3. Functions of MC employees:
 - 9.3.1. Formation of questions.
 - 9.3.2. Start/end dates of voting.
 - 9.3.3. Notification/request of users.
 - 9.3.4. Voting status monitoring.
 - 9.3.5. Automatic calling of those who did not vote.

10. Feedback mechanism (CARM)

- 10.1. Application must have a feature for all users to submit feedback to Mercy Corps without any repercussions.
- 10.2. A formal instruction of all steps must be visible to user, willing to submit a CARM appeal, to inform them on the process, following steps and the timeline to respond to the CARM appeal.
- 10.3. CARM feedback submitting functions must comply to Mercy Corps global CARM and Safeguarding standards (to be shared by Mercy Corps)
- 10.4. Only a specified and authorized type of user will have access to CARM appeals and have the right to respond/close them on behalf of Mercy Corps
- 10.5. All grade 5 and 6 feedback will be immediately directed to Mercy Corps integrity hotline without being referred to other users.

Additional Requirements

11. Security and support

- 11.1. The mobile application must ensure the security of user data and protect against unauthorized access to it.
- 11.2. The application must use data encryption when transmitting and storing on the server.
- 11.3. The application must comply with the privacy policy and not transfer user data to third parties, third parties and persons without the consent of users.

¹ which points and for which these points are used should be additionally discussed

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- 11.4. The special team of user technical support should be assigned to provide support to mobile application users and assigned personnel administering the communications platform.

12. System productivity and testing

- 12.1. The mobile application should provide fast and stable operation on different types of devices and operating systems (Android and iOS).
- 12.2. The mobile application should make optimal use of the device resources (memory, processor, battery) and not cause overheating or freezing of the used device(s).
- 12.3. The mobile application must maintain operation in conditions of a weak or missing Internet connection, storing data locally and synchronizing it with the server when restoring communication.
- 12.4. The mobile application must be thoroughly tested at different stages of development to ensure its quality and compliance with customer requirements.
- 12.5. The mobile application must undergo unit testing, integration testing, functional testing, regression testing, load testing, usability testing and safe testing.
- 12.6. The mobile application must be beta tested with real users to get feedback and address possible bugs and flaws.

5.3. Deliverables

The firm will work to produce the following deliverables, in close collaboration with the Technology for Development team:

1. **Feasibility study** – a thorough analysis of the existing mobile solutions used for promoting social behavior messages or community mobilization, utilized in the region.
2. **Project plan (XLS/PPT)** – highlighting timing of key milestones and deliverables; order, duration and dependency of key activities; responsibility for each activity
3. **Load testing** – at the peak of the program implementation, MC anticipates more than 100 000 users would be using the application, which means that proper load testing to ensure proper operations must be conducted.
4. **Documentation** - code repository and documentation of all codes, with relevant instructions and detailed breakdown.
5. **Maintenance requirements** – a methodology and detailed instructions, workplans on how to maintain the developed mobile application in the coming months/years after completion of the assignment.
6. **Technical training** – a 5-day maintenance training, covering all steps of the mobile application updating, hosting, maintenance and transferring/building capacities. Location, venue and other details of the training can be provided in the methodology.
7. **Manual and Standard operating procedures** – detailed instructions on maintenance, updates and hosting for the designed mobile application, to be delivered upon completion of the services. The manual should be in two languages (English and Russian) and include a step-by-step instruction for all standard operating procedures.

The firm will apply agile software development methodology, that will be used to both tracking the progress and communication with Mercy Corps. This will include several stages of software development, namely concept, inception, iteration/construction, release, production and retirement. As part of this methodology, a

The firm will hold bi-weekly update calls / meetings with the Mercy Corps team to update on progress, source key inputs relating to the scope of work, and flag topics for discussion. As part of the agile sprint approach for the dashboard build, the Firm may also invite key members from the Mercy Corps team to be sprint reviewers/validators.

5.4. Required Qualifications

1. **Experience and expertise:** An IT development company must have significant experience in the development of mobile applications. It must have a successful track record in creating high-quality mobile applications for various platforms and fields.
2. **Minimum experience:** An IT development company must have at least 5 years of experience in the market for the development and maintenance of mobile applications, including largescale projects with at least 500 thousand users.
3. **Portfolio of implemented projects:** The company must have evidence of successful implementation of commercial or development projects. The portfolio should contain examples of developed mobile applications, as well as descriptions of the technologies used in their development (will be requested from the selected service provider during negotiations).
4. **Ability to work on multiple platforms:** The company should have experience working with various platforms, including iOS and Android and guarantee expertise in the development and maintenance of applications for various devices.
5. **Monitoring and maintenance (provision of updates and support):** Requires at least 5 years of experience in updating and supporting applications. The company should have the practice of issuing regular updates, bug fixes and supporting existing applications.
6. **Analytics and Optimization:** The company should have experience in collecting and analyzing data on user behavior, as well as experience in optimizing applications based on this data that allows making improvements of the functionality, user experience and increase retention of users.
7. **Technical skills:** Employees of an IT development company must have deep knowledge and skills in the field of mobile apps development. Should own a mobile application development platform such as iOS and Android, and have experience with various technologies and development tools.
8. **The company must have mobile application developer accounts:**

- 8.1. Apple Developer Account (IoS):
 - The development company must have an active Apple Developer Account.
 - The developer's account must be registered in the name of the company or person representing the company.
 - A payment card and registration fee are required to create a developer account on the IoS platform.
 - The developer's account should be in good status and not be restricted or blocked by the Apple.
 - The developer must have access to its account and be able to manage it to publish and update applications in the App Store.
- 8.2. Google Play Developer Account:
 - The development company must have an active Google Play Developer Account.
 - The developer's account must be registered in the name of the company or person representing the company.
 - A payment card and registration fee are required to create a developer account on the Google Play platform.
 - The developer's account should be in good status and not be restricted or blocked by Google.
 - A developer should have access to their account and be able to manage it to publish and update apps on the Google Play Store.
9. **Security and privacy:** The development company must ensure a high level of data security and privacy in its mobile applications. It must comply with appropriate safety standards and protocols. Mercy Corps internal Data safety requirements as well as country specific requirements will apply.
10. **Support and maintenance:** The development company must provide support and maintenance services for mobile applications after their development and launch. It should be available to correct errors, update functionality and provide technical support.
11. The requirement for the company developer is to have a Service Desk or CRM system with the integration of the following feedback channels:
 - Telegram: Provide the ability to receive requests from users through the Telegram platform.
 - Website: Provide functionality for sending user requests through the contact form on the official website of the company.
 - Application: Develop a mechanism that allows users to send requests directly from a mobile application.
 - Instagram: Ensure integration with Instagram so users can send appeals through this social network (linked to Kyrgyzstan Mercy Corps office account).
 - Facebook Messenger: Integrate the Service Desk or CRM system with Facebook Messenger to receive calls from users through this messenger (linked to Kyrgyzstan Mercy Corps office account).
 - The purpose of integrating these call channels is to provide a convenient and efficient way to interact with users and promptly respond to their calls.
12. **Compliance with deadlines and budget:** The development company must have proven experience in compliance with the deadlines and budget of projects. It must be organized and able to effectively plan and manage resources to complete the project on time and within budget.
13. **Recommendations and feedback:** The development company should provide recommendations and feedback from previous customers, confirming their quality of work and customer satisfaction (may be requested upon submission of the proposal).
14. **Development platform:** The IT development company must have its own mobile application development platform that ensures the efficiency and flexibility of the development process. It can be a set of tools, frameworks, or development environments designed specifically for mobile applications.
15. **Proprietary patterns (practices):** The company must have established and applied proprietary development patterns that optimize the development process and improve the stability of applications. These can be bewed practices, design patterns, coding standards and other principles based on the company's experience.
16. **Reusable code:** The company should actively adopt a code reuse approach to reduce development time and minimize risks. This can include creating libraries, modules, and components that can be reused in different projects.

Minimum Qualification Requirements for the development team

The team of IT specialists should consist of 8 people with the following positions:

- IT Architect
- Project Manager
- iOS Frontend Developer
- Android Frontend Developer
- Backend Developer
- DevOps Engineer
- Project Analyst
- Ux/UI Designer

The key expert critical for implementation of the project is an **IT Architect**. Apart from his/her professional credentials (described below) he/she should have at least 10 years of experience in the field of IT products' architecture and construction, and with at least 5 years on a management position in leading mobile applications' development. The IT architect must have a certain, provable track record with at least three implemented, working products on the national level covering major cities or regions of an entire country and one project with at least 1 million active users.

IT Architect

- Education in information technology or mathematics or related discipline.
- A deep understanding of the architecture of mobile applications, including front-end and back-end components, cloud services, and security.
- Experience in coordination of large projects with other development teams and partner organizations.
- The ability to develop and communicate architectural solutions, taking into account the requirements of a project and the capabilities of a software development team.
- Knowledge of modern technologies and tools for developing mobile applications, including programming languages, frameworks, architectural patterns and communication protocols.
- Ability to analyze and evaluate project requirements, build an efficient architecture, and make informed technical decisions.
- Experience in the security of information systems and mobile applications, including the protection of user data and ensuring the security of interaction with external services.
- Writing and oral skills in delivering technical specifications, presentations, architectural schemes, and other applicable for IT projects' materials.
- Communication skills and the ability to work as a team member, effectively interacting with developers, analysts, project managers and other participants in the development process.

Project Manager

- Experience in managing complex mobile application development projects (at least 2 implemented projects).
- Knowledge of project management methodologies and instruments such as Agile or Scrum.
- Ability to schedule resources, define and monitor task timelines.
- Communication skills to communicate with the customer and other stakeholders.
- Ability to solve problems and make decisions.

iOS Frontend Developer

- Ability to develop mobile applications for the iOS platform using the Swift programming language.
- Knowledge of basic concepts and development patterns for iOS, including the use of UIKit, Core Data, Core Animation and other frameworks.
- The ability to optimize application performance and resource consumption on iOS devices.
- Understanding the principles of interaction with server APIs and using various network protocols.
- Skills with iOS development tools such as Xcode and Interface Builder.
- Portfolio with examples of developed iOS applications and their description of functionality.
- Experience of integration with external services and APIs such as social networks, payment systems or mobile platforms.
- Understand security framework and tools for the development mobile applications, including storing and transferring sensitive data.
- The ability to work with version control systems such as Git and the command line to perform various development tasks.
- There should be experience in implementing applications with at least 100,000 downloads

Android Frontend Developer

- Experience in developing mobile applications for the Android platform using the Kotlin programming language.
- Knowledge of the main components of Android development framework, including Activity, Fragment, Service, BroadcastReceiver and ContentProvider.
- Ability to work with Material Design and other user interface guides for Android.
- Knowledge of architectural patterns such as MVVM or Clean Architecture and the ability to apply them to application development.
- Skills with Android development tools such as Android Studio and Gradle.
- Portfolio with examples of developed Android applications and a description of their functionality.
- Experience of integration with external services and APIs such as social networks, payment systems or mobile platforms.
- Understand security when developing mobile applications, including storing and transferring sensitive data.
- The ability to work with version control systems such as Git and the command line to perform various development tasks.
- There should be experience in implementing applications with at least 100,000 downloads

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Backend developer

- Experience in developing server components and APIs for mobile applications.
- Knowledge of programming languages such as C # or Node.js.
- Experience with databases such as MySQL, PostgreSQL or MongoDB.
- Knowledge of protocols and communication standards such as REST or GraphQL.
- Understand security and data protection mechanisms.
- There should be experience in implementing applications with more than 1 million users

DevOps Engineer

- Knowledge of DevOps tools and practices to automate application development, testing, and deployment processes.
- Experience with version control systems such as Git.
- Knowledge of configuration and management of cloud platforms such as AWS, Azure or Google Cloud, including knowledge of Kazakhstan cloud platforms to enforce the Personal Data Act
- Skills in configuring and monitoring infrastructure, including servers, databases, and network components.
- Experience in building continuous integration and delivery (CI/CD).

Project analyst

- Experience in analyzing user requirements, customer development techniques and business processes.
- Ability to identify key functional and non-functional application requirements.
- Ability to conduct market research and competitive analysis.
- Skills in developing user scenarios and prototyping interfaces.
- Analytical thinking and communication skills to interact with other team members

UX/UI Designer

- Experience in developing user interface (UI) and user experience (UX) for mobile applications.
- Knowledge of tools and design techniques such as Adobe Photoshop, Sketch, Figma or InVision.
- Understanding the principles of visual design, typography and color gamut.
- The ability to create prototypes and layouts of the interface, taking into account the requirements of users.
- The ability to build a user path
- Ability to work as a team and collaborate with developers to implement design solutions.

5.5. Support and Maintenance

Upon completion of the assignment, the Firm will provide a free technical support for 24 months after receiving the final payment. During this period, the Firm will be required to address each feedback/comment or suggestion for updates within 3 working days upon receiving them.

5.6. Ownership/Control of Work Product/Publication

Mercy Corps will be the sole owner of all Work Product.

5.7. Authorship and Acknowledgement

Matters relating to authorship and acknowledgment of any materials produced by the Firm during the course of this engagement are addressed in the main contract agreement entered into between Mercy Corps and the Firm.

5.8. Timeline

N	Deliverable	Deadline
1	<ul style="list-style-type: none"> a. Feasibility study b. Project plan 	Within 1 months after signing the contract
2	<ul style="list-style-type: none"> a. Load testing report b. Maintenance requirements 	Within 3 months upon signing the contract
3	<ul style="list-style-type: none"> a. Technical training 	Within 4 months upon signing the contract
4	<ul style="list-style-type: none"> a. Manual and Standard operating procedures b. Documentation 	Within 5 months upon signing the contract as a final deliverable

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Section 6. Price Offer Sheet

Service type	Unit	Total price in USD including all associated expenses
Development of mobile application for the Mercy Corps office for promoting programmatic messaging and community mobilization activities	service	
Grand Total		
Itemized budget submitted	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Price offer validity at least 6 months	Yes <input type="checkbox"/> No <input type="checkbox"/>	
VAT payer	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Payment terms 1. 100% after completion of all services 2. 30% advance payment 3. Via bank transfer 4. Other	1. Acceptable <input type="checkbox"/> Not acceptable <input type="checkbox"/> 2. Acceptable <input type="checkbox"/> Not acceptable <input type="checkbox"/> 3. Acceptable <input type="checkbox"/> Not acceptable <input type="checkbox"/> 4. _____	
Confirmation of company`s/ability to complete the services according to tender terms (Section 5).	Yes <input type="checkbox"/> No <input type="checkbox"/> Other _____	
Service delivery period	_____	
Company Name (if applicable):		
Name of Representative:		
Tender name:		
Tender #		
Signature:		
Date:		

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Section 7 Supplier Information Form

Supplier Information Form

The information provided will be used to evaluate the Company before contracting with the Mercy Corps.

Please complete all fields.

Company Name	
Any other names company is operating under (Acronyms, Abbreviations, Aliases)	
Previous names of the company	
Address	
Website	
Phone/Fax Numbers	Phone: Fax:
Primary Contact	Name: Phone Number: Email Address:
# of Staff	
# of Locations	
Avg. Value of Stock on Hand (in USD or in KGS)	
Government - owned (yes/no)	
Name(s) of Board of Directors	
Name(s) of Company Owner(s)	
Parent companies, if any	
Subsidiary or affiliate companies, if any	

Financial Information

Bank Name and Address	
Name under which company is registered at bank	
Payment Terms	Payment By: <u>Check</u> - Yes No Wire Transfer - Yes No
Specify Standard Payment Terms (Net15, 30, etc.)	

Product/Service Information

List Range of Products/Services Offered	
Basis For Pricing (Catalog, List, etc.)	

References

Client Name:	<u>Contact Name, Phone, Email Address:</u>
Client Name:	<u>Contact Name, Phone, Email Address:</u>
Client Name:	<u>Contact Name, Phone, Email Address:</u>

Supplier Self-Certification of Eligibility

Company certifies that:

1. It, its affiliates and subsidiaries, owners, officers, directors and key employees (to the best of its knowledge) are not the subject of any government's sanctions, designations, donor rules or prohibitions, or laws prohibiting transactions with it/them. It is not the subject of any donor government investigation into its misconduct with any other recipient of that donor's funding.
2. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not and do not engage in any form of terrorism or attacks on civilians and do not provide any form of material support or financial resources for individuals or organizations that do engage in any form of terrorism or deliberate attacks on civilians.
3. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not and do not engage in weapons or drugs manufacture, transport, sale or distribution.
4. It is not in default on any material credit agreement, bankrupt or being wound up, are having its affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
5. It has not been determined to be in breach of a material contract by any legal body anytime within the past 2 years.
6. It pays taxes as and when due and is not currently the subject of any investigation or proceeding related to back-owed taxes.
7. It provides workers compensation insurance to its workers in accordance with the laws of the countries where it operates.
8. It pays social security obligations as required in the countries where it operates.
9. It, its owners, officers and directors have not been convicted of an offense concerning its professional conduct and has not engaged in grave professional misconduct.
10. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not been the subject of criminal investigation or judgment for fraud, corruption, human trafficking, spying, weapons transport or smuggling, sexual exploitation or abuse, involvement in a criminal organization or any other criminal activity.
11. It treats its employees with dignity and respect and maintains social operating standards, including: working conditions and social rights: avoidance of child labor, bondage, forced labor, human trafficking or exploitation; assurance of safe and reasonable working conditions; freedom of association; freedom from exploitation, abuse, and discrimination; protection of basic social rights of its employees and beneficiaries.
12. To the best of its knowledge, no Mercy Corps employee, officer, consultant or other party related to Mercy Corps has a financial interest in the Company's business activities, nor is any Mercy Corps employee related to any owner, officer, director or employee of the company, and, if so, it will ensure that the relationship is disclosed to Mercy Corps and will not be used for improper influence. Discovery of an undisclosed Conflict of Interest will result in immediate revocation of the Company's Authorized Supplier status and disqualification of Company from participation in future Mercy Corps procurement.
13. It understands that attempting to or agreeing to provide anything of value to any Mercy Corps employee, agent or representative for the purpose of encouraging that person to award Company a contract or take or not take any action related to any contract will result in immediate termination of any agreement. Company certifies that it does not engage in such conduct.
14. It understands that Mercy Corps seeks fair and open competition and the fairest price available and that any attempt by company to subvert fair and open competition, including working with other bidders to fix prices, working to exclude competition, seeking confidential information from Mercy Corps or other bidders, using multiple related or controlled companies to give the appearance of competition, or any similar activity, will result in termination of any agreement. Company certifies that it does not engage in such conduct.
15. It understands that Mercy Corps prohibits any of its partners or suppliers from bribing public officials and certifies that it does not do so.
16. It is not conducting business under other names or aliases that have not been declared to Mercy Corps.

If the Company cannot certify to any of the above it should explain why not. Mercy Corps may take the individual circumstances into account for some situations. However, any false certification could be grounds for immediate disqualification and termination of any future agreement.

By signing the Supplier Information Form you certify that your Company is eligible to supply goods and services to major donor funded organizations and that all of the above statements are accurate and factual.

Company Name: _____
Name of Representative: _____
Title: _____
Signature: _____
Date: _____

Organization Structure	
1.	<p>How much visibility does your organization have over your supply chain? Please select one of the below and explain why you selected this option:</p> <p><input type="checkbox"/> High: You have mapped the full supply chain for key products and services used by your organization and have identified key suppliers at all levels of your supply chain.</p> <p><input type="checkbox"/> Moderate: You have identified major Tier One suppliers and have partially or fully mapped the supply chains for key products and services of your supply chain.</p> <p><input type="checkbox"/> Developing: You have identified major Tier One suppliers. You have very limited or no visibility of your supply chains below the Tier One level.</p>
2.	<p>Does your organization have a policy or policies in place to deal with modern slavery?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
3.	<p>Does your organization have a person or team responsible for overseeing modern slavery risks (including record keeping regarding contractors and subcontractors) that arise in relation to the goods or services that you deliver?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Training	
4.	<p>Are staff in your organization trained on how to identify, assess and respond to modern slavery risks?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Supplier Engagement	
5.	<p>Does your organization perform screening of all prospective suppliers to assess the risks of modern slavery or other human rights harms that may occur in its operations and supply chains?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
6.	<p>Are you aware of low-skilled migrant workers working in your organization's supply chains?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Response processes	
7.	<p>Does your organization engage in any other due diligence activities to identify, prevent and mitigate risks specific to modern slavery in its operations and supply chains? If so, please describe these activities.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Section 8. Sample Contract

This is the anticipated contract. **However, if required, additional terms and conditions may be added or amended by Mercy Corps in the final contract as MC deems necessary.**

SERVICE CONTRACT	ДОГОВОР О ПРЕДОСТАВЛЕНИИ УСЛУГ
Contract No. _____	Договор № _____
<p>THIS SERVICE CONTRACT entered into as of ____ (date) by and between the “Mercy Corps” Corporate Fund registered with the Ministry of Justice of the Republic of Kazakhstan (RK) and located at the address: 157/47 Shevchenko str., Apt. 88, 050037, Almaty, RK, hereinafter referred to as the “MC”, and the Contractor in the person of _____ (data of Contractor) is as follows.</p>	<p>Настоящий Договор о Предоставлении Услуг заключен _____ (число) между «Корпус Милосердия», зарегистрированным в Министерстве Юстиции Республики Казахстан (РК) и расположенным по адресу: РК, г. Алматы, 050037, ул.Шевченко, дом 157/47, кв. 88, далее именуемым «Мерсико», в лице Исполнительного Директора Кандалевой Уамат Аслановны, и «Исполнитель» в лице _____ (данные Исполнителя), как указано далее.</p>
<p>1. Defined Terms. 1.1. “Contract” means this Service Contract as amended, modified or supplemented from time to time taken together with its Schedules. Additional terms may be defined throughout this Contract.</p>	<p>1. Термины с заданным определением. 1.1. «Договор» означает настоящий Договор о предоставлении услуг с поправками, изменениями или дополнениями, вносимыми время от времени, в совокупности с его Приложениями. Определения дополнительным терминам указаны в тексте настоящего Договора.</p>
<p>2. Delivery of Services. 2.1. Contractor will perform the Services, and Mercy Corps will pay for the Services, in accordance with the terms and conditions and within the Performance Period set forth in this Contract and the Statement of Services. 2.2. Contractor will perform all Services through the services of Contractor’s employees. Contractor will not delegate or subcontract any Services to be provided to Mercy Corps without Mercy Corps’ prior written consent. Contractor agrees that including the specific individuals named as Key Personnel in Schedule I is a material part of the bargain. Contractor will not change the Key Personnel without prior notice and an amendment to this Contract specifying the change. Mercy Corps may withhold its consent to substitute personnel using its sole discretion.</p>	<p>2. Поставка Услуг. 2.1. Исполнитель будет предоставлять Услуги, а Мерсико будет оплачивать Услуги в соответствии с условиями и положениями данного Договора в течение срока предоставления услуг, указанного в настоящем Договоре и описании услуг. 2.2. Исполнитель предоставляет все Услуги посредством услуг работников Исполнителя. Исполнитель не будет делегировать или передавать в субподряд любые услуги, представляемые Мерсико без предварительного письменного согласия Мерсико. Исполнитель согласен, что включение конкретных лиц, названных в качестве Ключевого Персонала в Приложении I, является существенной частью Договора. Исполнитель не будет менять Ключевой Персонал без предварительного уведомления и письменной поправки к настоящему Договору с указанием изменений. Мерсико вправе не давать своего согласия на замену персонала по своему единоличному усмотрению.</p>
<p>3. Compliance with SOW and Changes to the SOW. 3.1. Services will be provided strictly in accordance with the SOW which is an integral part of this Contract. 3.2. No deviation, substitution or change is permitted without Mercy Corps’ prior written consent; provided that Mercy Corps may terminate, suspend, increase or decrease the scope of Contractor’s performance under the SOW by written notice to Contractor specifying the changes. Unless mutually agreed, change to the SOW by Mercy Corps does not apply to change Services timely and fully delivered and performed before the date of the change. 3.3. If any change causes an increase or decrease in the cost of, or the time required for, Contractor’s performance, an equitable adjustment may be made in the SOW or Payment Terms or both, if such adjustment is set forth in an amendment signed by Mercy Corps’ and Contractor’s Authorized Representative.</p>	<p>3. Соответствие содержанию и объему услуг (СОУ)изменения в СОУ 3.1. Услуги будут предоставляться строго в соответствии с «Описанием содержания и объема работы», которое является неотъемлемой частью данного Договора. 3.2. Никакие отклонения, замены или изменения не допускаются без предварительного письменного согласия Мерсико; при условии, что Мерсико может прекратить, приостановить, увеличить или уменьшить объем работы Исполнителя по «Описанию содержания и объема работы» посредством направления письменного уведомления Исполнителю с указанием изменений. Если это не было взаимно согласовано, изменения в «Описании содержания и объема работы» со стороны Мерсико не применяются к изменению времени и доставке услуг до даты изменения. 3.3. Если любое изменение приводит к увеличению или уменьшению стоимости работы, или срока, необходимого Исполнителю для предоставления услуг, то в «Описании содержания и объема работы» или в условиях оплаты, или в том и другом, может быть сделана соответствующая корректировка, если такая корректировка излагается в поправке, подписанной уполномоченными представителями Мерсико и Исполнителя.</p>
<p>4. Invoicing and Payment. 4.1. Contractor will submit invoices to Mercy Corps in accordance with the invoicing schedule and invoicing delivery terms set forth in the Statement of Services (Schedule I). 4.2. Final invoices must be submitted not later than within 60 days of the end date of the Contract. Contractor recognizes that in many cases Mercy Corps’ donor will not reimburse Mercy Corps for invoices submitted beyond 60 days after the termination of a contract and therefore Mercy Corps will have no obligation to pay any portion of invoices received more than 60 days after the end date of the Contract.</p>	<p>4. Выставление счетов и оплата. 4.1. Исполнитель будет выставять счета Мерсико в соответствии с графиком выставления счетов и условиями предоставления счетов, изложенными в описании услуг (Приложение I). 4.2. Окончательные счета должны представляться не позднее чем в течение 60 дней с момента окончания срока действия Договора. Исполнитель признает, что во многих случаях донор Мерсико не будет возмещать Мерсико счета, представленные после 60 дней после прекращения действия Договора и, следовательно, Мерсико не будет обязана оплатить любую часть счетов, полученных после 60 дней с момента окончания действия Договора. 4.3. В каждом счете должна быть указана следующая информация: (i) номер договора; (ii) наименование и адрес Исполнителя; (iii) описание выполненных услуг; (iv) даты выполнения услуг; (v) цена выполненной</p>

<p>4.3. Each invoice will include (i) the Contract Number; (ii) Contractor's name and address; (iii) a description of the Services performed, (iv) the dates such Services were performed, (v) a pricing calculation based on the payment terms, and (vi) such other information as Mercy Corps may reasonably request.</p> <p>4.4. Invoices will only be deemed received on the date they are delivered to the Authorized Representative pursuant to the Payment Terms (see Schedule I). If Mercy Corps determines that Services that are the subject of an invoice have not been performed in accordance with the Statement of Services, Mercy Corps may dispute the invoice by sending Contractor notice of such dispute after Mercy Corps' receipt of the invoice. Such notice shall clearly state the specific Services disputed, and Mercy Corps' reason for disputing the performance of the Services. If both parties accept the dispute of the invoice, they shall agree in writing as to the steps required of Contractor to ensure that the performance of the disputed Services is subsequently completed in accordance with the Additional Terms, and the time required of Contractor to complete the Services.</p> <p>4.5. Except as otherwise provided in the Statement of Services, Mercy Corps will pay each invoice (or adjusted invoice if the subject of dispute) in accordance with the Payment Terms within 30 days after the later of (i) receipt of the invoice or (ii) resolution of the items set forth in the notice of disputed charges.</p> <p>4.6. Mercy Corps may off-set any amount it owes Contractor against any amount Contractor owes Mercy Corps.</p>	<p>работы, рассчитанная на основании условий оплаты; и (vi) другая информация, которую Мерсико может обоснованно запросить.</p> <p>4.4. Счета будут считаться полученными только в день их вручения уполномоченному представителю в соответствии с условиями оплаты (смотрите Приложение I). Если Мерсико определит, что услуги, являющиеся предметом счета, не были выполнены в соответствии с СОР, то Мерсико может оспорить счет посредством отправки Исполнителю уведомления о таком возражении после получения счета в Мерсико. В таком уведомлении четко указываются конкретные оспариваемые услуги и основания Мерсико для оспаривания выполнения услуг. Если обе стороны принимают возражения относительно счета, они согласуют в письменной форме меры, требуемые от Исполнителя, чтобы обеспечить последующее завершение выполнения спорных услуг в соответствии с Дополнительными условиями и сроками, необходимыми Исполнителю для завершения услуг.</p> <p>4.5. За исключением тех случаев, когда предусмотрено иное в описании услуг, Мерсико оплачивает каждый счет (или скорректированный счет в случае спора) в соответствии с условиями оплаты в течение 30 дней после наступления одного из следующих событий: (i) получение счета, или (ii) урегулирование вопросов, изложенных в уведомлении об оспариваемых суммах.</p> <p>4.6. Мерсико может произвести зачет любой суммы, которую организация должна Исполнителю в счет погашения любой суммы, которую Исполнитель должен Мерсико</p>
<p>5. Taxes, Duties and Expenses.</p> <p>5.1. Except as otherwise provided in the Statement of Services, Contractor is responsible for all expenses incurred by it in performing under this Contract and all taxes, duties and other governmental charges with respect to the provision of Services.</p> <p>5.2. If the law requires Mercy Corps to withhold taxes from payments to Contractor, Mercy Corps may withhold those taxes and pay them to the appropriate taxing authority. Mercy Corps will deliver to Contractor an official notice for such taxes. Mercy Corps will use reasonable efforts to minimize any taxes withheld to the extent allowed by law.</p> <p>5.3. In the event Statement of Services does allow for reimbursement of Contractor expenses, such expenses must be reasonable and included in the scope of allowable expenses stated in Schedule I and fully documented with receipts and any other documentation reasonably necessary for Mercy Corps to determine the costs were reasonable and properly incurred.</p>	<p>5. Налоги, пошлины и расходы.</p> <p>5.1. За исключением тех случаев, когда предусмотрено иное в описании услуг, Исполнитель несет ответственность за все расходы, понесенные им при выполнении настоящего Договора и за все налоги, пошлины и другие государственные сборы в отношении предоставления Услуг.</p> <p>5.2. Если в соответствии с законодательством Мерсико обязана удерживать налоги с платежей Поставщику, Мерсико вправе удерживать эти налоги и выплачивать их соответствующему налоговому органу. Мерсико направит Поставщику официальное уведомление о таких налогах. Мерсико приложит обоснованные усилия для сведения минимуму любых удерживаемых налогов в той степени, в которой это разрешено законом.</p> <p>5.3. В случае если описание услуг позволяет возмещение расходов Исполнителя, такие расходы должны быть обоснованными и должны быть включены в объем допустимых расходов, указанных в Приложении I, и должны быть полностью документально подтверждены квитанциями и любой другой документацией, обоснованно необходимой Мерсико для определения того, что расходы были обоснованными и понесены надлежащим образом.</p>
<p>6. Representations, Warranties and Additional Covenants.</p> <p>6.1. Contractor represents and warrants to Mercy Corps and covenants with Mercy Corps as follows:</p> <ol style="list-style-type: none"> Contractor has full rights and authority to enter into and perform its obligations under this Contract. Contractor's performance will not violate any agreement or obligation between Contractor and any third party. Contractor has the requisite skills to perform the Services in accordance with the SOW. Contractor possesses all governmental and other certifications and licenses necessary to perform the Services. Performance by Contractor of its obligations under this Contract will not infringe on any patent, copyright, trademark, trade secret or other proprietary right of any third party. 	<p>6. Гарантии и Дополнительные Обязательства.</p> <p>6.1. Исполнитель заверяет и гарантирует Мерсико и обязуется перед Мерсико в исполнении нижеследующего:</p> <ol style="list-style-type: none"> Исполнитель имеет все права и полномочия для заключения настоящего Договора и выполнения своих обязательств по настоящему Договору. Выполнение обязательств Исполнителя не нарушит любое соглашение или обязательство между Исполнителем и любой третьей стороной. Исполнитель обладает необходимыми навыками для выполнения Услуг в соответствии с СОР. Исполнитель обладает всеми государственными и другими сертификатами и лицензиями, необходимыми для выполнения Услуг. Исполнение Исполнителем своих обязательств по настоящему Договору не нарушит любой патент, авторское право, товарный знак, коммерческую тайну или другое имущественное право любой третьей стороны.

<p>e) Contractor will comply with all applicable law, regulations and rules in the performance of its obligations under this Contract.</p> <p>f) Contractor has not, and will not, engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury or the United Nations Security designation list (http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx (https://www.un.org/securitycouncil/content/un-sc-consolidated-list).</p> <p>g) Contractor will comply with and train its employees in all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls and money-laundering, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Contractor has not and will not offer or give any employee, agent, or representative of Mercy Corps anything of value to secure any business from Mercy Corps or influence such person to alter the terms, conditions, or performance of any contract with or purchase order from Mercy Corps, including but not limited to this Contract.</p> <p>h) Contractor, including its owners or employees, does not own, directly or indirectly, any other company that was competing for award of this Contract. Contractor did not seek or obtain confidential information related to the award of this Contract from any Mercy Corps employee, agent or representative. Contractor did not collude or conspire with any other individual or entity to limit competition for the award of this Contract, to set prices being offered or in any other way to interfere with free and open competition.</p> <p>i) Contractor is not owned in whole or in part, directly or indirectly, by any immediate or extended family member of any Mercy Corps employee, agent or representative, or, if so owned, Contractor fully disclosed such relationship and any potential conflict of interest has been waived, in writing, by Mercy Corps.</p> <p>j) Contractor has not engaged in, and will not engage in, any of the following conduct: (A) trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime); (B) procuring a commercial sex act; or (C) using forced labor.</p> <p>k) Contractor is not the subject or any governmental or donor investigation and has not been debarred or suspended by any government, governmental agency or donor.</p>	<p>e) Исполнитель будет соблюдать действующее законодательство, нормативно-правовые акты и правила при выполнении своих обязательств по настоящему Договору.</p> <p>f) Исполнитель не участвует и не будет участвовать в сделках, или предоставлять ресурсы или поддержку физическим лицам и организациям, связанным с терроризмом, в том числе тем физическим лицам или организациям, которые перечислены в Списке лиц особых категорий и запрещённых лиц Казначейства США http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx) или в списке запрещенных лиц Совета Безопасности Организации Объединенных Наций: https://www.un.org/securitycouncil/content/un-sc-consolidated-list</p> <p>g) Исполнитель будет соблюдать и проведет обучение среди своих сотрудников по всем действующим законам о борьбе с взяточничеством, коррупцией, двойной бухгалтерией, неадекватными механизмами внутреннего контроля и легализацией средств, полученных преступным путем, включая Закон США о противодействии коррупционной деятельности за рубежом и Закон Великобритании о борьбе со взяточничеством. Поставщик не предлагал, и не будет предлагать или давать любому сотруднику, агенту или представителю Мерсико что-либо ценное для получения бизнеса с Мерсико, и не оказывал влияния на такое лицо с целью изменения условий, положений или выполнения любого договора или заказа на покупку от Мерсико, включая, помимо прочего, настоящий Договор.</p> <p>h) Исполнитель, включая его владельцев или сотрудников, не владеет, прямо или косвенно, любой другой компанией, которая претендовала на присуждение настоящего Договора. Исполнитель не запрашивал или не получал конфиденциальную информацию, касающуюся присуждения настоящего Договора, от любого работника, агента или представителя Мерсико. Исполнитель не вступал в тайный сговор с любым другим физическим или юридическим лицом с целью ограничения конкуренции для присуждения настоящего Договора, до установления предлагаемых цен, или иным образом для создания помех для свободной и открытой конкуренции.</p> <p>i) Исполнитель не принадлежит полностью или частично, прямо или косвенно, любому близкому или дальнему родственнику любого работника, агента или представителя Мерсико, или, если принадлежит, Исполнитель полностью раскрыл такие отношения, и любой потенциальный конфликт интересов с Мерсико был задокументирован в письменном виде.</p> <p>j) Исполнитель не был замешан и не будет замешан в любом из следующих видов деятельности: (A) торговля людьми (в соответствии с определением, указанным в Протоколе о предупреждении и пресечении торговли людьми, особенно женщинами и детьми, и наказании за нее, дополняющем Конвенцию Организации Объединённых Наций против транснациональной организованной преступности); (B) организация сексуальных услуг в коммерческих целях; или (C) использование принудительного труда.</p> <p>k) Исполнитель не является объектом любого расследования со стороны правительства или донора, и не запрещен и не отстранен любым правительством, правительственным учреждением или донором.</p>
<p>7. Independent Contractor. 7.1. Nothing in this Agreement shall be construed as creating an agency or partnership relationship between MC and Contractor.</p>	<p>7. Независимый Исполнитель. 7.1. Никакое положение данного Договора не может толковаться как создание агентских или партнерских отношений между Мерсико и Исполнителем.</p>
<p>8. Work Product and Intellectual Property Rights. 8.1. "Work Product" means any and all (1) intellectual property, intellectual property rights, materials, tangible personal property and other work product that Contractor creates (or has created), alone or jointly with one or more other persons, (a) that relates to any SOW under this Contract, (b) that results from or arises out of any services performed</p>	<p>8. Результат работы и права интеллектуальной собственности. 8.1. Термин «Результат Работы» означает любую (1) интеллектуальную собственность, права интеллектуальной собственности, материалы, осязаемую собственность и любой другой результат работы, создаваемый или созданный Исполнителем самостоятельно или совместно с одним или несколькими другими лицами, которые (a) имеют отношение к Содержанию и Объему Работы по настоящему</p>

<p>by Contractor for Mercy Corps, (c) for which Contractor used equipment, supplies, facilities or trade secret information of Mercy Corps in creating such work product, or (d) that is derived or otherwise created from any intellectual property, intellectual property rights, materials, tangible personal property, or other assets of Mercy Corps; and (2) materials that contain, embody, disclose, reflect, or refer to any of the foregoing.</p> <p>8.2. Mercy Corps will be the sole owner of all Work Product. To the extent allowed by applicable law, all Work Product that consists of subject matter of U.S. or any other country’s copyright laws will constitute “works made for hire” under applicable copyright laws. Contractor will not provide Work Product to any person other than employees or agents of Mercy Corps. Contractor will hold all Work Product in trust for Mercy Corps. All Work Product will be deemed to be Confidential Information of Mercy Corps and subject to the provisions of this Contract.</p> <p>8.3. Contractor will promptly disclose in writing to Mercy Corps all Work Product that Contractor creates, alone or jointly with others, in the performance of its obligations under this Contract.</p> <p>8.4. Contractor hereby irrevocably assigns and transfers to Mercy Corps (i) all rights, title and interest in all Work Product, (ii) all related rights and remedies, and (iii) all claims (for damages or otherwise) and causes of action with respect to any Work Product.</p> <p>8.5. Contractor hereby irrevocably waives and agrees never to assert any Moral Rights that may exist anywhere in the world in or with respect to any Work Product, including claims for damages and other remedies. “Moral Rights” means any and all right to claim authorship to or to object to any distortion, mutilation or other modification or other derogatory action in relation to a work, whether or not such action would be prejudicial to the author’s reputation, and any similar right, existing under common or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “moral right”.</p>	<p>Договору, (b) являются результатом или вытекают из любых услуг, выполняемых Исполнителем для Мерсико, (c) для которых Исполнитель использовал оборудование, материалы, средства или информацию, составляющую коммерческую тайну Мерсико, при создании такого результата работы, или (d) являются производными или иным образом созданными из любой интеллектуальной собственности, прав интеллектуальной собственности, материалов, движимого имущества или других активов Мерсико; и (2) материалы, содержащие, воплощающие, раскрывающие, ссылающиеся на что-либо из вышеуказанного.</p> <p>8.2. Мерсико является единственным владельцем всего результата работы. В степени допускаемой действующим законодательством, все результаты работы, являющиеся предметом законов об авторском праве США или любой другой страны, будут представлять собой «произведения, созданные по найму» в соответствии с действующими законами об авторском праве. Исполнитель не будет предоставлять результатов работы любому лицу, за исключением работников или агентов Мерсико. Исполнитель будет владеть результатами работы на основе доверительной собственности Мерсико. Все результаты работы будут считаться конфиденциальной информацией Мерсико, и будет регулироваться положениями данного Договора.</p> <p>8.3. Исполнитель своевременно раскроет Мерсико в письменном виде все результаты работы, создаваемый Исполнителем самостоятельно или совместно с другими лицами, при выполнении своих обязательств по настоящему Договору.</p> <p>8.4. Исполнитель настоящим безотзывно уступает и передает Мерсико (i) все права и интересы на все результаты работы, (ii) все смежные права и средства правовой защиты, и (iii) все претензии (за ущерб или иные) и основания для предъявления исков в отношении любого результата работы.</p> <p>8.5. Исполнитель настоящим безотзывно отказывается от претензий и соглашается никогда не предъявлять никаких моральных прав, которые могут существовать в любом месте в мире в отношении любого результата работы, включая требования о возмещении ущерба и другие средства правовой защиты. Термин «Моральные права» означает любые и все права на авторство, на возражение против любого искажения, или иного изменения, или умаляющего заслуги или достоинства действия в отношении работы, независимо от того, будут ли такие действия наносить ущерб репутации автора, а также от любого аналогичного права, существующего в соответствии с общим или статутным правом любой страны мира, или по любому договору, независимо от того, обозначается или именуется такое право как «моральное право».</p>
<p>9. Confidentiality.</p> <p>9.1. Contractor will maintain, and cause each of its employees and others it involves in performing its obligations under this Contract to maintain, the confidentiality of: (i) any information Mercy Corps provides to Contractor that Mercy Corps identifies as confidential; (ii) the terms and conditions of this Contract; and (iii) nonpublic information regarding Mercy Corps’ policies and practices. Upon Mercy Corps’ request, Contractor will return to Mercy Corps all confidential information provided by Mercy Corps to Contractor.</p>	<p>9. Конфиденциальность.</p> <p>9.1. Исполнитель будет сохранять конфиденциальность и обеспечит сохранение конфиденциальности своими работниками и другими лицами, вовлеченными в исполнение его обязанностей по настоящему Договору: (i) любой информации, предоставляемой Мерсико Поставщику, которую Мерсико определил в качестве конфиденциальной; (ii) условий и положений настоящего Договора; и (iii) непубличной информации относительно политик и практик Мерсико. По запросу Мерсико Поставщик вернет в Мерсико всю конфиденциальную информацию, предоставленную Поставщику от Мерсико.</p>
<p>10. Indemnification.</p> <p>10.1. Contractor will indemnify Mercy Corps and each of its officers, directors, employees, representatives and agents (each, an “Indemnitee”), and hold them harmless from, any and all losses, claims, damages, liabilities, any government or donor investigations, fines or penalties and related expenses (including incidental and consequential damages and reasonable attorneys’ fees, whether incurred at the investigative, trial or appellate level or otherwise) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by Contractor arising out of, in connection with, or as a result of this Contract, any failure by Contractor to fully perform its obligations under this</p>	<p>10. Гарантии.</p> <p>10.1. Исполнитель гарантирует защиту Мерсико и всех его должностных лиц, директоров, сотрудников, представителей и агентов (каждый именуется как «Получатель возмещения») и оградит их от любых и всех убытков, претензий, ущербов, обязательств, любых расследований со стороны правительства или доноров, штрафов или санкций и связанных с этим расходов, включая побочный или косвенный ущерб и обоснованные гонорары адвокатов, понесенные на уровне расследования, судебного разбирательства или апелляции или иным образом любым Получателем возмещения или возложенные на любого Получателя возмещения любой третьей стороной или Исполнителем, вытекающие из, в связи с или в результате настоящего Договора, любого невыполнения</p>

<p>Contract or any breach by Contractor of any of its representations and warranties under this Contract, provided that such indemnity will not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or willful misconduct of such Indemnitee.</p>	<p>Исполнителем обязательств по настоящему Договору в полном объеме или любого нарушения Исполнителем любого из его заверений и гарантий по настоящему Договору, при условии, что такое возмещение не будет доступно для Получателя возмещения, когда такие потери, претензии, убытки, обязательства или связанные с ними расходы вызваны грубой небрежностью или умышленными неправомерными действиями таких Получателей возмещения.</p>
<p>11. Termination.</p> <p>11.1. This Contract may be terminated under the following circumstances:</p> <ol style="list-style-type: none"> by both Parties on mutual written agreement of the Parties; by either Party for its convenience with written notice and after the Termination Notice Period specified in Schedule I has expired; by Mercy Corps immediately upon written notice in the event Mercy Corps' donor(s) terminates or withdraws funding that Mercy Corps would use to pay Contractor under this Contract; by either Party due to the non-terminating Party's breach of this Contract and failure to correct such breach within 15 days prior notice of such breach; by either Party upon written notice if a force majeure event, including any not reasonably foreseeable war, insurrection, change in law or government action or inaction, strike, natural disaster or similar event, prevents the terminating Party from being able to fulfill its obligations under this Contract; or by Mercy Corps immediately upon written notice if Mercy Corps using its sole discretion determines that Contractor has or will breach any of its warranties, covenants or representations in this Contract, in which case Mercy Corps may withhold any and all amounts owed to Contractor until such breach is remedied. <p>11.2. In the event of termination due to Contractor's breach of this Contract or by Contractor for Contractor's convenience, Mercy Corps will not be obligated to pay Contractor for any partially completed work. In the event termination is due to Mercy Corps' breach of this Contract, by Mercy Corps for Mercy Corps' convenience, due to force majeure event, or due to loss of funding, Mercy Corps will be obligated to pay Contractor for its reasonable, pro-rated costs of work completed and expenses properly incurred prior to termination. However, Mercy Corps will not be responsible for any expenses incurred in anticipation of termination or suspension.</p>	<p>11. Расторжение.</p> <p>11.1. Настоящий Договор может быть расторгнут при следующих обстоятельствах:</p> <ol style="list-style-type: none"> Обеими Сторонами по взаимному письменному соглашению Сторон; Любой из Сторон по своей инициативе посредством письменного уведомления и после истечения срока уведомления о расторжении, указанного в Приложении I; Мерсико немедленно после отправки письменного уведомления в случае, если доноры Мерсико прекратят или отменяют финансирование, которое Мерсико использовало бы для платежей Исполнителю по настоящему Договору; Любой из Сторон за то, что не расторгающая Сторона нарушает настоящий Договор и не устраняет такое нарушение в течение 15 дней с момента получения уведомления о нарушении; Любой из Сторон посредством письменного уведомления в случае форс-мажорного события, включая любые обоснованно непредвиденные войны, восстания, изменения в законе или действие или бездействие правительства, забастовки, стихийные бедствия или аналогичные события, мешающие расторгающей Стороне выполнять свои обязательства по настоящему Договору; или Мерсико немедленно после отправки письменного уведомления, если Мерсико по своему единоличному усмотрению определит, что Исполнитель нарушил или нарушит любую из своих гарантий, обязательств или заверений в настоящем Договоре; в этом случае Мерсико может удержать все и любые суммы, причитающиеся Исполнителю, до устранения такого нарушения. <p>11.2. В случае расторжения договора вследствие нарушения настоящего Договора Исполнителем или по инициативе Исполнителя, Мерсико не будет обязана оплатить любую частично выполненную работу. В случае расторжения договора вследствие нарушения настоящего Договора со стороны Мерсико, по инициативе Мерсико, вследствие форс-мажорного события, или из-за прекращения финансирования, Мерсико будет обязана оплатить Исполнителю его обоснованные, пропорциональные расходы по выполненной работе и затраты, должным образом понесенные до момента расторжения. Тем не менее, Мерсико не будет нести ответственность за любые расходы, понесенные в ожидании расторжения или приостановления</p>
<p>12. Dispute Resolution.</p> <p>12.1. Any disputes or disagreements which may arise out of this Agreement or related to it shall be resolved via negotiation. If disputes cannot be resolved via negotiation, resolution shall be realized in compliance with laws. The Parties expressly waive any rights to invoke the jurisdiction of other courts and agree to submit to and accept the exclusive jurisdiction and venue of the courts.</p>	<p>12. Разрешение Споров.</p> <p>12.1. Все споры и разногласия, которые могут возникнуть из настоящего Договора или в связи с ним, решаются путем переговоров, а в случае не достижения согласия, в порядке, установленном законодательством. Настоящим Стороны отказываются от любых прав обращения в суды иной юрисдикции и согласны на исключительную юрисдикцию судов.</p>
<p>13. Access to Books and Records.</p> <p>13.1. Mercy Corps, its donors (including, if applicable, USAID, and the Comptroller General of the United States) and any of their respective representatives will have access to any books, documents, papers and records of Contractor that are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions for a period of seven years following the completion of the Contract.</p>	<p>13. Доступ к учетным книгам и документам</p> <p>13.1. Мерсико, его доноры (в том числе, в соответствующих случаях, ЮСАИД и Генеральный Ревизор Соединенных Штатов Америки) и любой из их соответствующих представителей будут иметь доступ к любым книгам, документам, бумагам и записям Поставщика, которые непосредственно относятся к настоящему Договору для целей проведения аудита, проверок, выписок и снятия копий в течение семи лет с момента завершения выполнения Договора.</p>
<p>14. Additional Donor Terms and Conditions.</p>	<p>14. Дополнительные условия и положения доноров.</p>

<p>14.1. Other provisions required by MC and donor (USDA) are hereby incorporated herein in their entirety in Annex 2 to this MSA and are fully binding on Contractor and Mercy Corps.</p> <p>14.2. In the event of a conflict between the Donor Terms and any other provision of this Contract or any other document between the Contractor and Mercy Corps, the Donor Terms will prevail.</p>	<p>14.1. Прочие положения, требуемые Мерсико и донором (USDA), отражены в Приложении 2, считаются неотъемлемой частью настоящего Соглашения и являются обязательными для Мерсико и Исполнителя.</p> <p>14.2. В случае конфликта между условиями донора и любым другим положением настоящего Соглашения или любого другого документа между Исполнителем и Мерсико, условия Донора будут преобладать.</p>
<p>15. Miscellaneous.</p> <p>15.1. No right or obligation of the Contractor under this Contract (including the right to receive monies due) will be assigned without the prior written consent of Mercy Corps. Any assignment without such consent will be void. Mercy Corps may assign its rights under this Contract.</p> <p>15.2. All notices provided for herein will be in writing and will be delivered by hand or overnight courier service, email or fax in accordance with each party's contact information set forth on Schedule I. Notices will be deemed to have been given when received, provided that notices sent by email or fax will be deemed received when sent (except that, if not sent during normal business hours for the recipient, will be deemed received at the opening of business on the next business day for the recipient).</p> <p>15.3. Time is of the essence of each and every obligation of Contractor under this Contract.</p> <p>15.4. If any provision of this Contract is prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Contract.</p> <p>15.5. Except as otherwise provided above, this Contract may be amended or modified only by a written document signed by both parties. This Contract constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous Contracts and understandings, oral or written, relating to the subject matter hereof.</p> <p>15.6. No failure on the part of Mercy Corps to exercise, and no delay in exercising, any right, power, privilege or remedy under this Contract will operate as a waiver thereof; nor will any single or partial exercise of any such right, power, privilege or remedy preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. The rights and remedies under this Contract are cumulative and not exclusive of any rights, powers, privileges and remedies that may otherwise be available to Mercy Corps.</p> <p>15.7. The warranty, representations, dispute resolution, confidentiality and indemnification provisions of this Contract will survive the termination, cancellation or expiration of this Contract.</p> <p>15.8. The Contractor understands that it is subject to Mercy Corps' Child Safeguarding, Prevention of Sexual Exploitation and Abuse of Beneficiaries and Community Members, Anti-Trafficking and Sexual Misconduct policies (available at https://www.mercycorps.org/who-we-are/ethics-policies). Contractor must report any violation or suspected violation of these policies in relation to the Contractor's activities under this contract to Mercy Corps, which may be done via its Integrity Hotline website (www.mercycorps.org/integrityhotline). Contractor will ensure that it has the capacity to abide by these policies, that its employees and subcontractors understand these policies, and that it communicates to its employees and subcontractors the duty to report. Contractor understands and agrees that a violation of these policies may, in addition to any other remedies available under this Contract or at</p>	<p>15. Прочие условия</p> <p>15.1. Никакое право или обязательство Исполнителя по настоящему Договору (в том числе право на получение причитающихся денежных средств) не будет переуступлено без предварительного письменного согласия Мерсико. Любая переуступка без такого согласия будет считаться недействительной. Мерсико может переуступить свои права по настоящему Договору.</p> <p>15.2. Все уведомления, предусмотренные в настоящем Договоре, будут составляться в письменном виде, и будут доставляться нарочным или курьерской службой, по электронной почте или телефаксу в соответствии с контактной информацией каждой стороны, изложенной в Приложении I. Уведомления будут считаться врученными при получении при условии, что уведомления, отправленные по электронной почте или телефаксу, будут считаться полученными в момент отправки (за исключением случаев отправки в нерабочее время получателя, они будут считаться полученными в момент начала работы на следующий рабочий день получателя).</p> <p>15.3. Время является существенным условием каждого обязательства Поставщика по настоящему Договору.</p> <p>15.4. Если любое положение настоящего Договора будет запрещено, или признано недействительным в соответствии с действующим законодательством, такое положение будет недействительным только в степени такого запрета или признания недействительности без признания недействительными остальной части такого положения или любых остальных положений настоящего Договора.</p> <p>15.5. За исключением случаев, предусмотренных выше, настоящий Договор может быть изменен или дополнен только посредством письменного документа, подписанного обеими сторонами. Настоящий Договор представляет собой полный договор между сторонами в отношении его предмета и заменяет собой все предыдущие договоры и договоренности, устные или письменные, относящиеся к предмету настоящего Договора.</p> <p>15.6. Никакое неосуществление со стороны Мерсико и никакая задержка в осуществлении любого права, полномочия, привилегии или средства правовой защиты по настоящему Договору не будет действовать в качестве отказа; никакое любое однократное или частичное осуществление любого такого права, полномочия, привилегии или средства правовой защиты не будет препятствовать любому другому или дальнейшему осуществлению любого другого права, полномочия, привилегии или средства правовой защиты. Права и средства правовой защиты по настоящему Договору являются кумулятивными и не исключают любые права, полномочия, привилегии и средства правовой защиты, которые в ином случае могут быть доступны Мерсико.</p> <p>15.7. Гарантии, заверения, положения о разрешении споров, конфиденциальности и возмещении ущерба настоящего Договора останутся в силе и действии после расторжения, аннулирования, истечения срока действия настоящего Договора.</p> <p>15.8. Исполнитель понимает, что он подпадает под действие Политики Мерсико в отношении защиты детей, предотвращения сексуальной эксплуатации и насилия в отношении бенефициаров и членов сообщества, борьбы с торговлей людьми и сексуальных проступков (доступно на https://www.mercycorps.org/who-we-are/ethics-policies). Исполнитель должен сообщать Мерсико о любом нарушении или предполагаемом нарушении этих политик в отношении деятельности Исполнителя по настоящему контракту, что может быть сделано через его веб-сайт горячей линии (www.mercycorps.org/integrityhotline). Исполнитель гарантирует, что у него есть возможность соблюдать эти политики, что его сотрудники</p>

<p>law, result in suspension or immediate termination of this Contract and may also result in Contractor being deemed ineligible for future contracts with Mercy Corps.</p> <p>15.9. This Agreement is made in English and Russian copies of equal legal validity – one copy for each Party</p>	<p>и субподрядчики понимают эти политики и что он доводит до своих сотрудников и субподрядчиков обязанность отчитываться. Исполнитель понимает и соглашается с тем, что нарушение этих политик может, в дополнение к любым другим средствам правовой защиты, доступным в рамках настоящего Контракта или по закону, привести к приостановке или немедленному прекращению действия настоящего Контракта, а также может привести к тому, что Исполнитель будет считаться не имеющим права на будущие контракты с Мерсико.</p> <p>15.9. Данный Договор составлен на английском языке и русском языке одинаковой юридической силы - по одной копии для каждой Стороны.</p>												
<p>IN WITNESS WHEREOF, this Service Contract has been duly executed as of the date first written below.</p> <p>MERCY CORPS By: Name: Title: Date:</p>	<p>В УДОСТОВЕРЕНИЕ ЧЕГО настоящий Договор о предоставлении услуг должным образом подписан в дату, указанную ниже.</p> <p>ИСПОЛНИТЕЛЬ Подпись: Ф.И.О.: Должность: Дата:</p>												
<p align="center">SCHEDULE I: ADDITIONAL TERMS Statement of Services – Fixed Price</p>	<p align="center">Приложение I: Дополнительные условия Описание услуг по фиксированной цене</p>												
<p>1. Services and Statement of Work In accordance with the terms of the Contract, Contractor agrees to perform the following services in the following manner.</p> <p>1.1. Background: Scope of Work:</p> <p>1.2. Deliverables: The Contractor shall deliver the following deliverables in accordance with the schedule set in Section 2 below:</p> <p>a. Deliverable 1: b. Deliverable 2: c. Deliverable 3:</p> <p>1.3. The term “Services” means all services, including delivery of all deliverables, described in this clause, which is the scope of work (the “SOW”).</p>	<p>1. Услуги и Описание Работ В соответствии с условиями Договора, Исполнитель соглашается выполнить следующие услуги следующим образом.</p> <p>1.1. Справочная информация: Объем и содержание работы:</p> <p>1.2. Конечные результаты: Исполнитель предоставляет следующие конечные результаты в соответствии с графиком, установленным в Разделе 2 ниже:</p> <p>a. Конечный результат 1: b. Конечный результат 2: c. Конечный результат 3:</p> <p>1.3. Термин «Услуги» означает все услуги, включая предоставление всех конечных результатов, описанных в настоящей статье, которая представляет собой содержание и объем работы («СОР»).</p>												
<p>2. Performance Period</p> <p>2.1. The start date of this Contract is XXX and, unless earlier terminated in accordance with this Contract, has an end date of XXX.</p> <p>2.2. The individual due dates of each deliverable are as follows:</p> <table border="1" data-bbox="110 1304 716 1446"> <thead> <tr> <th>Deliverable #</th> <th>Deliverable Description</th> <th>Deliverable Due Date</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Deliverable #	Deliverable Description	Deliverable Due Date				<p>2. Срок выполнения договора</p> <p>2.1. Дата начала настоящего Договора XXX и, если Договор не будет досрочно расторгнут в соответствии с данным Договором, дата окончания Договора XXX.</p> <p>2.2. Индивидуальные сроки каждого конечного результата указаны ниже:</p> <table border="1" data-bbox="756 1276 1511 1419"> <thead> <tr> <th>Результат</th> <th>Описание результата</th> <th>Срок исполнения результата</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Результат	Описание результата	Срок исполнения результата			
Deliverable #	Deliverable Description	Deliverable Due Date											
Результат	Описание результата	Срок исполнения результата											
<p>3. Pricing</p> <p>3.1. This is a firm and fixed price Contract per service rendered under this Contract.</p> <p>3.2. Payments will be made according to the deliverables schedule below:</p> <table border="1" data-bbox="110 1587 716 1730"> <thead> <tr> <th>Deliverable #</th> <th>Deliverable Description</th> <th>Deliverable Price</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Deliverable #	Deliverable Description	Deliverable Price				<p>3. Цена</p> <p>3.1. Это Договор с твердой фиксированной ценой за единицу услуг, оказываемых по настоящему Договору.</p> <p>3.2. Платежи будут производиться в соответствии с нижеприведенным графиком предоставления конечных результатов:</p> <table border="1" data-bbox="756 1587 1495 1730"> <thead> <tr> <th>Результат №</th> <th>Описание конечного результата</th> <th>Цена конечного результата</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Результат №	Описание конечного результата	Цена конечного результата			
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Результат №	Описание конечного результата	Цена конечного результата											
<p>4. Invoicing and Payment Terms:</p> <p>4.1. Contractor will submit an Invoice in accordance with pricing as specified in the Contract. Mercy Corps will make payment to Contractor for all sums not in dispute within 30 days of receipt of Contractor’s invoice(s) (the “Payment Terms”).</p>	<p>4. Условия выставления счетов и оплаты:</p> <p>4.1. Исполнитель представит счет в соответствии с ценами, указанными в Договоре. Мерсико выплатит Исполнителю все суммы, не являющиеся предметом спора в течение 30 дней с момента получения счета(ов) Исполнителя («Условия Оплаты»).</p>												
<p>5. Key Personnel:</p>	<p>5. Ключевой Персонал:</p>												
<p>6. Authorized Representatives and Contact Information</p> <p>6.1. Mercy Corps:</p>	<p>6. Уполномоченные представители и контактная информация:</p> <p>6.1. Мерсико:</p>												

<p>Only the following Mercy Corps employees are authorized to agree to any amendment of this Contract: XXXXX</p> <p>Only the following Mercy Corps employees are authorized to receive invoices, accept, or reject Services or sign SCRs: XXXXXX</p> <p>6.2. Contractor: Contractor's authorized representative for all purposes is: XXXXX</p>	<p>Только следующие сотрудники Мерсико уполномочены согласовывать любые поправки к настоящему Договору: ХХ</p> <p>Только следующие сотрудники Мерсико уполномочены получать счета, принимать, или отклонять услуги или подписывать акты выполненных услуг: XXXXXXXXXXXXX</p> <p>6.2. Исполнитель: Уполномоченным представителем Исполнителя для всех целей является: XXXXXXXXXXXXXXXXXXXX</p>
<p>7. Termination for Convenience Notice Period: (the "Termination Notice Period")</p>	<p>7. Период уведомления о расторжении для удобства Сторон («Период уведомления о расторжении»)</p>
<p>Annex 2. "Other Donor Contract Provisions Required by the donor, USDA"</p>	<p>Приложение 2. "Прочие положения договора, требуемые донором, (USDA)"</p>
<p>MC, in accordance with donor regulations, requires certain certifications and provisions, set forth herein, to be included in all contracts. contractor</p>	<p>Мерсико, в соответствии с процедурами доноров, требует определенных свидетельств и положений, изложенных в настоящем документе, которые должны быть включены во все контракты.</p>
<p>1. Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and laws. In addition, the Contractor must verify that no support or resources are provided to individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx) or the United Nations Security designation list (online at: https://www.un.org/securitycouncil/content/un-sc-consolidated-list).</p>	<p>1. Исполнитель уведомлен о том, что указы и законы США запрещают операции, а также предоставление ресурсов и поддержки частным лицам и организациям, связанным с терроризмом. Ответственностью Исполнителя является обеспечение соблюдения данного требования. Кроме того, Исполнитель должен обеспечить, чтобы не было никакой поддержки или предоставления ресурсов физическим или юридическим лицам, которые включены в специальный «Список граждан и заблокированных лиц» Министерства Финансов США: (http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx) или Совета Безопасности Организации Объединенных Наций: (https://www.un.org/securitycouncil/content/un-sc-consolidated-list).</p>
<p>2. Contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any US Government department or agency.</p>	<p>2. Исполнитель подтверждает, что ни он лично, ни его компания, ни его руководители не были исключены или отстранены любым подразделением или агентством Правительства США от участия в данной сделке.</p>
<p>3. Contractor certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government has been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Contract or any other U.S. government funded project.</p>	<p>3. Исполнитель подтверждает, что он не будет использовать любые средства, полученные прямо или косвенно от Правительства США, на оплату любому лицу или организации для оказания влияния или попытки повлиять на должностное лицо или сотрудника любого агентства, члена Конгресса США, должностных лиц или сотрудников Конгресса, или работников членов Конгресса, в связи с получением настоящего Договора или любого другого проекта, финансируемого Правительством США.</p>
<p>4. MC, the US Department of Agriculture, the Inspector General of the United States, and the Comptroller General of the United States, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers and records of Contractor that are pertinent to this Contract, in order to make audits, examinations, excerpts and transcripts and copies of such documents. This right also includes timely and reasonable access to a Contractor's personnel for the purpose of interview and discussion related to such documents.</p>	<p>4. Мерсико, Министерство Сельского Хозяйства США, Главный инспектор США и начальник Главного контрольно-финансового управления США, или их должным образом уполномоченные представители имеют право на регулярный и неограниченный доступ к любым учетным книгам, документам и записям Исполнителя, которые имеют отношение к настоящему Договору, в целях аудиторской проверки, для изучения, выписки, справки и копии таких документов. Это право включает также своевременный и обоснованный доступ к персоналу Исполнителя для целей собеседования и обсуждения таких документов.</p>
<p>5. MC has the right to terminate this Contract, without penalty, if Contractor or its employees, or any Subcontractor or its employees, engage in any of the following conduct:</p> <ul style="list-style-type: none"> (i) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Contract; (ii) Procure a commercial sex act during the period of time that this Contract is in effect; or (iii) Use forced labor in the performance of the Contract. 	<p>5. Мерсико имеет право прекратить действие настоящего Договора без штрафных санкций, если Исполнитель или его сотрудники, или любые его суб-подрядчики или работники вовлечены в любое из следующих деяний:</p> <ul style="list-style-type: none"> i. торговли людьми (как определено в Протоколе о предупреждении и пресечении торговли людьми, особенно женщинами и детьми, дополняющем Конвенцию ООН против транснациональной организованной преступности) в течение срока действия настоящего Договора; ii. вовлечение в деятельность, связанную с коммерческим сексом или порнографией в течение срока действия данного Договора; iii. использование принудительного труда в целях исполнения данного Договора.
<p>6. The Contractor must a) inform its employees working under this contract in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and b) include such requirement in any sub-contract made under this contract.</p>	<p>6. Исполнитель обязан: а) информировать своих сотрудников по контракту на родном языке работников, что они наделены правами информаторов и их права защищены по статье 41 U.S.C. § 4712 США, и б) такое требование должно быть включено во все договоры Исполнителя.</p>
<p>7. The Contractor agrees to incorporate the terms of this document word-for-word in all of its sub-contracts funded under this Contract, if any.</p>	<p>7. Исполнитель согласен включить данные условия слово в слово во все свои суб-контракты, если таковые имеются, если они финансируются в рамках настоящего Договора.</p>
<p>8. Fly America Act The Fly America Act (49 U.S.C. 40118) requires that all air travel and shipments under this Contract must be made on U.S. flag carriers to the extent service by such carriers is available. The US Government Administrator of General Services Administration (GSA) is authorized to issue regulations for purposes of implementation. Those regulations may be found at 41 CFR part 301</p>	<p>8. Закон США о перелетах авиалиниями США Закон США о перелетах авиалиниями США (49 Кодекса законов США 40118) требует, чтобы все авиаперелеты и перевозки по настоящему договору осуществлялись авиаперевозчиками под флагом США в той мере, в какой они доступны. Администратор Управления служб общего назначения Правительства США (GSA) уполномочен издавать правила для целей реализации. Эти правила можно найти в Своде Федеральных Правил 41, часть</p>

and are hereby incorporated by reference into this Contract.	301, и они включены в настоящий договор посредством ссылки.
<p>9. Prohibition on Providing Funds to the Enemy</p> <p>9.1. If the value of this Contract is USD \$50,000 or more, the Contractor must:</p> <p>a. Exercise due diligence to ensure that none of the funds received under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities; (2) Terminate or void in whole or in part any sub contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless Mercy Corps provides written approval to continue the contract.</p> <p>b. Mercy Corps has the authority to terminate this Contract, in whole or in part, if the recipient failed to exercise due diligence as required by paragraph (a) of this clause or otherwise violates the requirements in paragraph (a).</p>	<p>9. Запрет на предоставление средств противнику</p> <p>9.1. Если стоимость настоящего договора составляет 50000 долларов США или более, Исполнитель должен:</p> <p>a. Проявить должную осмотрительность, для гарантии того, что никакие средства, полученные по настоящему договору, не были предоставлены прямо или косвенно (в том числе через субдоговоры) физическому или юридическому лицу, которое активно противостоит Соединенным Штатам или силам коалиции, участвующим в операции на случай непредвиденных обстоятельств, в которой члены Вооруженных сил активно участвуют в боевых действиях; (2) Расторгнуть или аннулировать полностью или частично любой субдоговор с физическим или юридическим лицом, указанным в Системе управления лицензиями, как запрещенным или ограниченным источником, в соответствии с подзаголовком E Раздела VIII NDAA за 2015 финансовый год, если Мерсико не предоставит письменное разрешение на продолжение договора.</p> <p>b. Мерсико имеет право расторгнуть настоящий договор, полностью или частично, если получатель не проявил должную осмотрительность в соответствии с требованиями пункта (a) этой статьи или иным образом нарушил требования пункта (a).</p>
<p>10. Additional Access to Recipient Records</p> <p>In addition to any other existing examination-of-records authority, Mercy Corps and/or the United States government is authorized to examine any records of the Contractor and its subcontracts to the extent necessary to ensure that funds, including supplies and services, available under this Contract are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.</p>	<p>10. Дополнительный доступ к записям получателей</p> <p>В дополнение к любому другому существующему органу по проверке документации, Мерсико и/или правительство Соединенных Штатов имеют право проверять любые записи Исполнителя и его субподрядчиков в объеме, необходимом для обеспечения того, чтобы средства, включая поставки и услуги, доступные в рамках настоящего договора, не предоставлялись прямо или косвенно, физическому или юридическому лицу, которое активно противостоит Соединенным Штатам или силам коалиции, участвующим в чрезвычайной операции, в которой участники вооруженных сил активно участвуют во враждебных действиях.</p>
<p>11. The Contractor is required to include the substance of this clause, in subcontracts funded under this Contract that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.</p>	<p>11. Исполнитель должен включать содержание этой статьи в субдоговоры, финансируемые по-настоящему договору, которые имеют оценочную стоимость более 50000 долларов США и будут осуществляться за пределами Соединенных Штатов, включая их прилегающие районы.</p>
<p>12. Domestic preferences for procurements</p> <p>As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all contracts and purchase orders for work or products under this Contract. For purposes of this section:</p> <p>a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	<p>12. Льготы внутренним производителям и поставщикам при закупках.</p> <p>При необходимости и в той степени, в которой это соответствует закону, Исполнитель должен, насколько это возможно, предоставлять предпочтение покупке, приобретению или использованию товаров, продуктов или материалов, произведенных в Соединенных Штатах (включая, но не ограничиваясь только этим, железо, алюминий, сталь, цемент и другие промышленные товары). Требования этого раздела должны быть включены во все контракты и заказы на закупку работ или продуктов по настоящему договору. В целях этого раздела:</p> <p>a. «Произведено в Соединенных Штатах» означает (для изделий из чугуна и стали), что все производственные процессы, от начальной стадии плавления до нанесения покрытий, происходили в Соединенных Штатах.</p> <p>b. «Промышленная продукция» означает предметы и строительные материалы, полностью или частично состоящие из цветных металлов, таких как алюминий, пластмассы и изделия на основе полимеров, такие как трубы из поливинилхлорида, заполнители, такие как бетон, стекло, включая оптическое волокно, и пиломатериалы</p>
<p>13. The Contractor agrees to incorporate the terms, except for Term 7 - Prohibition on Providing Funds to the Enemy, of this schedule word-for-word in all of its subcontracts funded under this Contract, if any. Term 7 is to be incorporated into subcontracts in accordance with the requirements of the term.</p>	<p>13. Исполнитель соглашается включить условия, за исключением условия 7 - Запрет на предоставление средств противнику - этого перечня дословно во все свои субдоговоры, финансируемые по настоящему договору, если таковые имеются. Условие 7 должно быть включено в субдоговоры в соответствии с условиями.</p>

Exceptions List