



CROWN AGENTS
ACCELERATING SELF-SUFFICIENCY & PROSPERITY



ITB CA/110496D/0001/004- PROCUREMENT OF HARD AND SOFTWARE AS PART OF THE REFORM OF NATIONAL PUBLIC BROADCASTER OF UKRAINE (NPBU)

Client/Principal: Swedish International Development Cooperation Agency on behalf of the Swedish government

Crown Agents Ref: CA/110496D/0001/004

Bid Closing Date: 12th October 2022 at 12:00 hrs (noon) UK time (GMT)

At: Crown Agents Ltd



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It should be noted that the BSI Symbol and UKAS Accreditation mark signify that Crown Agents operate a documented Quality Management System registered with the British Standards Institution to the international quality standard BS EN ISO 9001:2015. The provision of services in economic growth, governance, health, humanitarian and stabilisation. Training, professional development, procurement and supply chain services including management of third party quality assurance and inspection services related to the supply of manufactured, processed products and international freight forwarding and verification services.



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SECTION 1: INVITATION TO BID

1. Background

Crown Agents Limited (“Crown Agents”) invite you to submit a bid for the supply of Goods as specified in the attached Appendices.

The Goods are for use in UKRAINE by the NPBU (the “End-User”). The mentioned goods to be procured within the framework of the Memorandum of Understanding between the Swedish International Development Cooperation Agency (SIDA) and the NPBU of 22 March 2018 for the purposes of the project “Support to Regionalisation of Public Service in Ukraine”.

2. Bid Submission

Bidders should read these instructions carefully before completing the bid documentation.

The bid must include each of the following documents identified below, fully completed by the bidder together with any supporting literature required by the relevant document. The documents marked (**Appendix**) are provided as appendices to this document. The remaining documents are available from the Own Account supplier information & downloads page on our website <http://www.crownagents.com/supplier-downloads> and it is the bidder’s responsibility to ensure that copies of these documents are downloaded for inclusion in the bid.

Failure to comply with any of the instructions concerning completion and submission of its bid may render (at Crown Agents absolute discretion) the bid non-compliant and the bid may be excluded from this competitive bidding exercise.

This ITB comprises of the following documents:

- **Instructions to bidders**
- **Schedule of Goods** (Appendix A)
- **Bid Specification and Statement of Compliance** (Appendix B)
- **Form of Bid** (Appendix C)
- **Manufacturer’s Authorisation Form (if the bidder is not the manufacturer)** (Appendix E)
- **The draft form of Contract** Section Four

The form of Contract as attached at Section 4 to this ITB identifies the documents that shall be incorporated within any resulting contract - these documents will include but not be limited to the **General Conditions of Contract for the Purchase of Goods for Ukraine (2017)** (“the Contract Conditions”) in addition to the Special Conditions of Contract for the Supply of Electrical Devices (“the Special Contract Conditions”) as attached at Annex A. In the event of any conflict between the Contract Conditions and the Special Contract Conditions, the latter shall prevail.

2.1 Competition

Bids are sought on a competitive basis and all prices are subjected to detailed scrutiny and may be subject to negotiation.

Any additional costs incurred by Crown Agents or the End User which result from any inaccuracies or any declarations in respect of the Goods or the bidder’s failure to conform with the requirements of a resulting Contract will be charged to the bidder.

2.2 Language

The bid as well as all correspondence and documents relating to the bid, between the bidder and Crown Agents, shall be in the English language. Supporting documents and printed literature provided by the bidder may be in another language but they must be accompanied by an accurate translation of the relevant passages in the English language, in which case, for the purposes of interpretation other bid, the translation shall govern



2.2.1 Electronic Submissions

Your bid, including all documents required by this ITB, must be submitted in a non-editable format to Vladyslav.Piontkovskyy@crownagents.co.uk/vanda.kozub@crownagents.co.uk by **12th of October, 2022, 12:00 UK time**. Failure to submit a bid in a non-editable format may (at Crown Agents' absolute discretion) result in the rejection of your bid.

The electronic message subject header must contain the reference "CA REF".

It is the responsibility of the bidder to ensure that the correct reference is included on the electronic message subject header of all messages pertaining to the bid. The bidder is responsible for ensuring that for any bid delivered in separate files, that the files are numbered sequentially and contain the above details. The maximum size of each submission is 16MB. If the bid exceeds 16MB it may be submitted in parts, and each part submission must be correctly referenced.

Supporting documents and printed literature provided by the bidder may be in a language other than English but they must be accompanied by an accurate translation of the relevant passages in the English language, in which case, for the purposes of interpretation of the bid, the translation shall take precedence.

2.3 Bid Validity

Bids are to be valid for acceptance for a period of 90 days from closing date of the Invitation to Bid.

Bidders are advised that a bid valid for a shorter period will be rejected. In exceptional circumstances Crown Agents may request the bidders' consent to an extension of the period of validity. The request and the responses shall be made in writing.

Bidders who agree to extend the validity of their bids will not be permitted to modify their bids. All incoming emails to Crown Agents are virus scanned prior to acceptance into the destination mailbox. Any email containing a virus will therefore not reach the destination mailbox meaning that the bid has not been received by Crown Agents.

It is the responsibility of the bidder to ensure that the correct reference and closing date are included on the electronic message header of all messages pertaining to the bid. The bidder is responsible for ensuring that for any bid delivered in separate files, that the files are numbered sequentially and contain the above details. If, in Crown Agents' opinion, such information is not included then this will result in your bid being rejected. Crown Agents does not accept responsibility for the premature opening or mishandling of Bids that are not submitted in accordance with these instructions. Any additional costs incurred by Crown Agents, their principal or the End-User which result from any inaccuracies or any declarations in respect of the Goods or the bidder's failure to conform with the requirements of a resulting Contract will be charged to the bidder.

2.4 ITB Acknowledgement and Intention to Submit a Bid

Upon receipt of this ITB, bidders are requested to send an acknowledgement by e-mail to Vanda Kozub, vanda.kozub@crownagents.co.uk, Crown Agents confirming receipt.

Bidders are requested to notify the undersigned in writing of their intention to submit a Bid no later than 07 October 2022. Where applicable, such notification should state the reason(s) for the bidder declining this opportunity to submit a bid.

2.5 General

Bidders must certify in the Form of Bid at Appendix C that any statement made in their Due Diligence Questionnaire submission remains true and accurate in all material aspects or should declare any changes to their Supplier Due Diligence Questionnaire submission. It is not permissible to transfer this Invitation to Bid to another natural or legal person. Any questions which you may have in relation to this Invitation to Bid must be addressed to the undersigned in writing.

Yours faithfully

Vanda Kozub/Vladyslav Piontkovskyy



SECTION 2: INSTRUCTIONS TO BIDDERS

3. Delivery: On the shortest possible notice.

4. Country Specific Requirements:

- If the expiry of the Ukraine registration of electrical appliance / Declaration of Conformity on electrical appliance is less than 90 (ninety) days - copy of the letter confirming the application for re-registration/ obtaining of new declaration/Certificate of Conformity.
- If the electrical appliance is not registered in Ukraine and has no declaration/Certificate of Conformity or documentary evidence regarding permission for exemption from registration, a letter of guarantee is required. This letter shall confirm the supplier's obligation to provide all the necessary documents (in accordance to Ukrainian legislation) **within ten working days after signing the contract** to make fast track registration and successfully complete that registration prior to delivery. If the electrical appliance is already in the process of registration/ obtaining of certificate of conformity - the letter of guarantee should detail the information regarding the situation and progress of the registration process.
- Copy of manufacturing licence (where the bidder is the manufacturer).
- Evidence of compliance with the requirements of the National Regulatory body for electrical appliance in country of domicile.

5. Clarification of Bidding Documents

Any request for clarification of this ITB must be submitted to Vanda Kozub (as named above) in writing no later than **07 October 2022**. Failure to do so will mean that Crown Agents is unable to respond to the clarification request. This will ensure that Crown Agents is able to supply any required clarification to bidders in sufficient time for such to be taken into account by bidders in the formulation of their bid. Crown Agents will provide written responses to the clarification requests received prior to the deadline but will not respond to clarification requests raised after the deadline. Where Crown Agents identifies any requirements for new or additional information to be provided, it will ensure that such new or additional information is notified to bidders as soon as reasonably practicable. Crown Agents will ensure that bidders are afforded non-discriminatory and equal treatment. Crown Agents may, at its sole and absolute discretion extend the deadline for submission of bids to provide bidders with sufficient time for any clarification response to be taken into account in their bid.

Any clarification requests raised by bidders will be handled as follows:

- a) If a bidder considers any response to its questions or requests for clarification would reveal information of a confidential or commercially sensitive nature relating to its business, or in the case of a consortium, the business of any of the consortium members, it should state this clearly and provide reasons.
- b) If a question or request for clarification is identified as being of a confidential or commercially sensitive nature by a bidder but Crown Agents does not agree, it will offer the bidder the opportunity to withdraw the query or request for clarification. If the query or request is not withdrawn it will be answered accordingly and details provided to all bidders.

Requests for clarification and responses may be sent by e-mail to vanda.kozub@crowนางents.co.uk and will be deemed to have been received at the time it is received by Crown Agents. The burden of proving receipt of an e-mail will be on the bidder and will not be met solely by a read receipt or sent items report generated by the bidder's computer. If deemed receipt is not within business hours (meaning 9.00 am to 6.00pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice or other communication is deemed to have been received when business next starts in the place of receipt. All times are to be read as local time in the place of receipt.

6. Amendment of Bidding Documents



At any time prior to the deadline for submission of bids, Crown Agents, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may (at its absolute discretion) modify the bidding documents in any way.

All bidders will be notified of the amendment in writing, and the amendment will be binding on them.

In order to allow bidders reasonable time in which to take the amendment into account in preparing their bids, Crown Agents (at its discretion), may extend the deadline for the submission of bids.

7. Modification and Withdrawal of Bids

A bidder may modify or withdraw its bid after the bid's submission, provided that (1) written notice of the modification, including substitution or withdrawal of the bids, is received by Crown Agents prior to the required deadline for submission of bids and (2) the modified bid is received by Crown Agents in compliance with the bid submission requirements detailed in the Cover Letter prior to the deadline for submission of bids.

No bid may be modified after the deadline for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Form of Bid. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its bid security.

Lots: Bidders may bid for one lot, several lots or all lots. Bidders may bid for individual items within a lot but cannot bid for individual items that form part of an assembly (as defined in '3 Product Specific Requirements - Section 2 : Instructions to Bidders – page 8). For the assembly items, all individual parts making up an assemble must be quoted.

8. Currency:

Bids must be presented in USD. Any resultant Contract will be placed in USD and payments will be made in USD.

9. Delivery Period

The delivery period quoted should be the period between the date of receipt by the successful bidder of an award of Contract and the date of completion of the Contract and the receipt by Crown Agents of all documentation required under the Contract. Time of delivery is of the essence and will be a key factor in evaluating the quotation. It is vital therefore that bidders provide their best and most accurate delivery and completion times.

10. Liquidated Damages

The bidder's attention is drawn to Clause 15 of the Contract Conditions.

11. Guarantee

The bidder's attention is drawn to the provisions of Clause 6 of the Contract Conditions. If the bid includes a Guarantee which is different to that contained within Clause 6 of the Contract Conditions the details must be clearly stated in the bid.

12. Request for Third Party Payment

If the bidder would require payment to be made to a third party, any such request for payment to a third party must be clearly stated in the bid together with the reasons for the request. The bidder's attention is drawn to the provisions of Clauses 20.6 of the Contract Conditions.

13. Evaluation

Bid responses will be evaluated as follows:

The evaluation process for this competitive bidding exercise will be conducted to ensure that bidders are evaluated to ascertain the most economically advantageous bid. Evaluation criteria is as follows:



- Registration status
- Compliance with bid specification
- Delivery Period

Preliminary evaluation: Bid responses will be subject to a preliminary evaluation to ensure they are fully compliant with the bid submission requirements as detailed in the Cover Letter and Instructions to Bidders of this ITB. **Crown Agents may (at its absolute discretion) reject any bid response which it considers is non-compliant with the bid submission requirements.**

Bid responses will be checked on a **Pass/Fail** basis that the bidder accepts the General Contract Conditions [and Special Conditions] and such other provisions as detailed in the ITB, as evidenced in the Form of Bid at Appendix D.

Stage Two- Technical Compliance Evaluation: Those bid responses that have not been rejected at preliminary evaluation will be subject to technical evaluation for compliance with the Schedule of Goods and the Bid Specification and Statement of Compliance (Appendices A & B). Preference may be given to items that are registered with MCAZ.

Stage Three – Commercial Evaluation: Those bid responses that have not been rejected at technical evaluation will be subject to commercial evaluation on the basis of price and delivery as contained within the Form of Bid at Appendix C.

Bidders shall not be permitted to correct or withdraw material deviations or reservations once bids have been opened, the exception being arithmetical errors identified by Crown Agents during evaluation and following clarification, such arithmetical shall be adjusted at line-item level based on the offered unit price. The total bid price will be amended accordingly for the purposes of the evaluation.

14. Clarification of bids

During evaluation of the bids, Crown Agents may, at its sole and absolute discretion, ask the bidder to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in this ITB. The request for clarification and the response shall be in writing.

No bidder shall contact Crown Agents, the Principal, or the End-User on any matter relating to its bid, from the time of issue of the ITB to the time the contract is awarded, unless instructed to do so by Crown Agents and/or or reasons as stipulated in the ITB. If the bidder wishes to bring additional information to the notice of Crown Agents, it should do so in accordance with the Clarification of Bidding Documents clause of these Instructions to Bidder.

Without prejudice to any other remedies (whether civil or criminal), any effort by a bidder to influence Crown Agents, their Principal, or the End-User in its decisions on bid evaluation, bid comparison, or contract award will result in the rejection of the bid.

15. Confidentiality

Subject to the paragraph below, the contents of this ITB are being made available by Crown Agents on condition that the bidder:

- treats the information in the ITB and any related documents (“Information”) as confidential, save in so far as they are already in the public domain;
- does not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen, except where, and to the extent that, the Information has been publicised;
- does not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a bid; and
- does not undertake any publicity activity within any section of the media.

Bidders may disclose, distribute or pass any of the Information to the bidder’s advisers, sub-contractors or to another person provided that:



- the disclosure is for the sole purpose of enabling a bid to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the bidder; or
- the bidder obtains the prior written consent of Crown Agents in relation to such disclosure, distribution or passing of Information; or
- the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to this competitive bidding exercise or to any contract arising from it; or
- the bidder is legally required to make such a disclosure.

In this paragraph, the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.

By participating in this competitive bidding exercise, the bidder understands and agrees and shall obtain agreement from all sub-contractors who participate in their bid that Crown Agents is permitted to disclose all information submitted to them as part of the bid to the Principal and the End-User.

16. Signing of Contract

At the same time as Crown Agents notifies the successful bidder that its bid has been accepted, Crown Agents shall endeavour to send the bidder the Contract in the format provided at Section Four, incorporating all agreements between the parties.

As soon as practically possible, but no more than five (5) working days following receipt of the Form of Contract, the successful bidder shall sign and date the Contract and return it to Crown Agents.

17. Disclaimers

The bid process is governed by and construed in accordance with the laws of England.

All material issued in connection with this ITB shall remain the property of Crown Agents and shall be used only for the purpose of this competitive bidding exercise.

Crown Agents shall not be committed to any course of action as a result of:

- issuing an ITB;
- communicating with a bidder or a bidder's representatives or agents in respect of this procurement; or
- any other communication between Crown Agents and any other party.

Bidders shall accept and acknowledge that by issuing this ITB Crown Agents' shall not be bound to accept any bid and reserves the right not to award the Contract for some or all of the Goods for which bids are invited.

No information contained in this ITB, or in any communication made between Crown Agents and any bidder in connection with this ITB, shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered as a result of this competitive bidding exercise. Crown Agents reserves the right, to change without notice the basis of, or the procedures for, the competitive bidding exercise or to terminate the competitive bidding exercise at any time.

Bidders are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their bid and all other stages of the selection and evaluation process. Under no circumstances will Crown Agents, the Principal, or any of their advisers, be liable for any costs or expenses borne by bidders, sub-contractors, suppliers or advisers in this competitive bidding exercise.

Crown Agents reserves the right to reject bids which are not submitted in accordance with the instructions given including but not limited to where a bidder:

- submits its bid after the deadline for bid submissions;
- provides a bid that is incomplete, fails to provide any of the required information (including but not



limited to any financial information requested in any of the appendices of this ITB) or not in the specified format (including but not limited to providing all the required responses in the Bid Specification and Statement of Compliance or prices and associated information requested in the Schedule of Goods);

- makes or assumes any amendments or qualifications to this ITB and/or any of its supporting documents (including but not limited to amending or qualifying the Form of Bid or Bid Specification and Statement of Compliance); or
- fails to comply fully with the requirements of the award process set out in this ITB or is guilty of a serious misrepresentation in supplying any information required in this ITB [or in its response to the Supplier Data Record].

Crown Agents reserves the right to change without notice the procedure for awarding the Contract, to reject any or all bids, to stop the competitive bidding exercise and not award the Contract (in whole or in part) at any time without any liability on its part. Nothing in this competitive bidding exercise is intended to form any express or implied contractual relationship between the parties unless and until the Contract is executed by both parties. Crown Agents nor the Principal are not liable for any costs resulting from cancellation of this competitive bidding exercise nor any costs incurred by bidders taking part in it.

Where there is any indication that a conflict of interest exists or may arise then it shall be the responsibility of the bidder to inform Crown Agents detailing the conflict in writing. Crown Agents will be a final arbiter on cases of potential conflicts of interest. A failure to notify Crown Agents of any potential conflict of interest will invalidate any verbal or written agreement.

Crown Agents reserves the right to disqualify any bidder whose circumstances change to the extent that the bidder makes material changes to any aspect of its response to any matter raised during the competitive bidding exercise. Where a bidder becomes aware during this process of a change in circumstances or information supplied, it should notify Crown Agents of this immediately.

This ITB is made available in good faith. Neither Crown Agents, the Principal nor their advisers, directors, officers, members, partners, employees, other staff or agents:

- makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITB; or
- accepts any responsibility for the information contained in the ITB or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication;
- and are therefore expressly disclaimed by Crown Agents, the Principal and their advisers, directors, officers, members, partners, employees, other staff or agents.

Any persons considering making a decision to enter into contractual relationships with Crown Agents following receipt of the ITB should make their own investigations and their own independent assessment of Crown Agents and its requirements for the Goods and should seek their own professional financial and legal advice.

Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of bids.

Crown Agents shall be under no obligation to accept the lowest or any bid.

Bidders must be explicit and comprehensive in their responses to this ITB as this will be the single source of information on which responses will be evaluated save for any further information or advice sought by Crown Agents in accordance with the Clarification of bids paragraph above. Bidders are advised neither to make any assumptions about their past or current supplier relationships with Crown Agents nor to assume that such prior business relationships will be taken into account in the evaluation procedure.

The ITB is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall



have in any other way persuaded a bidder to submit a bid or enter into the Contract or any other contractual agreement.

Crown Agents relies on a bidder's own analysis and review of information provided. Consequently, bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their bids and to undertake any investigations they consider necessary in order to verify any information provided to them during the competitive bidding exercise.

Participation in the bidding process shall be treated by Crown Agents as acceptance by the bidder of all the terms and conditions contained in this ITB (or any other statement that may be issued by Crown Agents to bidders from time to time) relating to the conduct of this competitive bidding exercise (including any subsequent award of a contract).

18. Collusive Behaviour

A bidder must not (and shall ensure that its directors, employees, subcontractors, consortium members, advisers or companies within its group do not):

- fix or adjust any element of the bid by agreement or arrangement with any other person; or
- communicate with any person other than Crown Agents the value, price or rates set out in the bid or information which would enable the precise or approximate value, price or rates to be calculated by any other person; or
- enter into any agreement or arrangement with any other person that such other person shall refrain from submitting a bid; or
- share, permit or disclose to another person, access to any information relating to the bid (or another bid to which it is party) with any other person; or
- enter into any agreement or arrangement with any other person as to the amount of any bid submitted; or
- offer or agree to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person for doing or having done or causing or having caused to be done, in relation to any other bid or proposed bid, any act or omission except where such prohibited acts are undertaken with persons who are also participants in the bidder's bid, such as subcontractors, consortium members, advisers or companies within its group, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of the bid or obtain any necessary security.

If a bidder breaches these Collusive Behaviour requirements, Crown Agents will (without prejudice to any other criminal or civil remedies available to it) disqualify it from further participation in the competitive bidding exercise.

Crown Agents will require the bidder to put in place any procedures or undertake any such action(s) that Crown Agents in its sole and absolute discretion considers necessary to prevent or curtail any collusive behaviour.

In this Collusive Behaviour section the word "person" includes any person, body or association, corporate or incorporate and the phrase "any agreement or arrangement" includes any transaction, formal or informal whether legally binding or not.



SECTION 3: GOODS

Appendix A: Schedule of Goods

Crown Agent’s Reference: CA/110496D/0001/004
 Bidder’s Reference: [Bidder’s Reference]
 Currency: USD

Item No.	Item Description	Qty required	Unit of Measure
Lot 1/ TV Equipment			
1.1.	Multiviewer HD SDI 16	6	pcs.
1.2.	SDI input output card	30	pcs.
1.3.	Harmonic XOS (Model: M, SDI in, ASI out, 3xHD Encoders)	2	pcs.
1.4.	Newtec M6100 (DVB-S2 5MBaud, ASI in, L-Band out)	2	pcs.
1.5.	SDI to NDI converter (bi-directional)	20	pcs.
1.6.	SDI Cable, 1000’	8	pcs.
1.7.	Spectrum Analyzer, includes 4K decoder	2	pcs.
1.8.	TV signal and spectrum analyser	2	
1.13.	Harmonic ProView-8140 (DVB-S2, HD H264 decoding, HD+SD SDI out)	2	pcs.
Lot 2 /IT equipment			
2.3.	Aspera Enterprise	1y	Subs.
2.5.	Starlink	19	pcs.
2.6.	MacBook Pro	12	pcs.
2.7.	Motorola Talkabout T82 Extreme Quad Pack WE	12	pcs.
Lot 4/ Live Radio Broadcast Equipment			
4.1.	Modular audio mixer	2	pcs.
4.2.	Network equipment for audio transmissions	2	pcs.
4.3.	Technology furniture	2	pcs.
4.4.	Signal switching module	1	pcs.
4.5.	Microphones with stands	7	pcs.
4.6.	Headphones and amplifiers for radio broadcasting closed-back headphones	4	pcs.
4.7.	Uninterruptible power supply	2	pcs.
4.8.	Equipment installation	1	pcs.



Appendix B: Bid Specification and Statement of Compliance

Crown Agent’s Reference: CA/110496D/0001/004
 Bidder’s Reference: [Bidder’s Reference]

Complete the Statement of Compliance relating to the Bid Specification. To facilitate evaluation, where your bid does not comply, indicate the differences clearly, including the reason for your alternative costed bid. **Please sign and stamp each page of the Appendix B.**

ITEM No.	DETAILED SPECIFICATION	Qty required	Unit of Measure	STATEMENT of COMPLIANCE <i>Please state comply / non comply against each technical criteria. If “comply” please state reference to the page of relevant document that contain confirmation. If “non comply” please give full details of non-compliance</i>
Lot 1 / TV Equipment				
1.1	Multiviewer HD SDI 16 <ul style="list-style-type: none"> • 16x 6G-SDI Inputs with Loop Outputs • 4x SDI & 1x HDMI MultiView Outputs • Supports SD, HD, Ultra HD 4K, DCI 4K • 2x2, 3x3, 4x4 Multi-View Configurations • Built-In LCD with Spin Knob Control • Push Buttons on Front Panel • Ethernet for Remote Control • 1RU Machined Aluminum Chassis • Built-In Multi-Voltage Power Supply 	6	pcs.	
1.2	SDI input output card <ul style="list-style-type: none"> • SD/HD/3G-SDI Input/Output • PCI-E Interface • 1080p 4:4:4 by Single-Link 3G-SDI • 10/12-Bit Processing • Down/Up/Cross Conversions • Mac OS X, Windows, and Linux Compatible 	30	pcs.	
1.3	Harmonic XOS (Model: M, SDI in, ASI out, 3xHD Encoders)	2	pcs.	
1.4	Newtec M6100 (DVB-S2 5MBaud, ASI in, L-Band out)	2	pcs.	
1.5	SDI to NDI converter <ul style="list-style-type: none"> • 12G-SDI In, 12G-SDI Loop / Video Out • USB Keypad Control Port • 3.5mm Analog Audio In/Out • PoE or 5 to 18 VDC Powered 	20	pcs.	



<p>1.6</p>	<p>SDI Cable, 1000'</p> <ul style="list-style-type: none"> • RG6 12G-SDI 4K UHD 18 AWG Cable (1000', Black) • Indoor /Indoor Riser/UV-Resistant Cable • Single-Link 4K, Quad-Link 8K, 1080p SDI • Solid Silvered Copper Conductor • PE Insulation • Foil + 95% Tinned Copper Braid Shield • PVC Jacket • Tri-Laminate Outer Shield • 69 lb Max Pull Tension 	<p>8</p>	<p>reel.</p>	
<p>1.7</p>	<p>Spectrum Analyzer, includes 4K decoder</p> <ul style="list-style-type: none"> • 4K decoder • DVB-T2/C2/S2, DSS, Dolby Digital Plus • ISDB-T/Tb • Network Delay Margin (DVB) • T2-MI analysis • GPS for drive test measurements • DAB and DAB+ digital radio • Super spectrum analyzer with Triple split display • IPTV analyzer • High resolution filters • TS-ASI input and output • Common Interface slot • Transport stream analyzer, recorder and player • Dynamic echoes analysis • Touch screen • HEVC H.265 decoding • Wide band LNB compatibility • Wi-Fi analyzer • webControl remote control • Merogram and Spectrogram • Fibre optics • More than 4 hours battery time 	<p>2</p>	<p>pcs.</p>	



<p>1.8</p>	<p>TV signal and spectrum analyser</p> <ul style="list-style-type: none"> • DIGITAL STANDARDS <ul style="list-style-type: none"> ○ DVB-T, DVB-T2 ○ DVB-C, DVB-C2 ○ DVB-S, DVB-S2, DVB-S2 multistream ○ DSS • VIDEO CODECS: MPEG-2, MPEG-4 H.264 • AUDIO CODECS: MPEG-1, MPEG-2, HE-AAC • INPUTS AND OUTPUTS <ul style="list-style-type: none"> ○ Universal RF connector 75 Ω ○ Analogue Video/Audio input ○ USB for data transferring • FUNCTIONS <ul style="list-style-type: none"> ○ Constellation diagram ○ LTE ○ Dynamic echoes analysis ○ StealthID (instant identification of tuning parameters) ○ PLS (Physical Layer Scrambling) ○ Ultra fast spectrum analyser (70 ms sweeping time) with MAX/MIN hold ○ FM radio measurements and decoding ○ Screenshots and Datalogger for measurement reports ○ DVB-S2 multistream ○ Field strength ○ Task planner 	<p>2</p>	<p>pcs.</p>	
<p>1.13.</p>	<p>Harmonic ProView-8140 (DVB-S2, HD H264 decoding, HD+SD SDI out)</p>	<p>2</p>	<p>pcs.</p>	
<p>Lot 2 /IT equipment</p>				
<p>2.3.</p>	<p>Aspera Enterprise</p> <ul style="list-style-type: none"> • Includes 25 TB of IBM Cloud Object Storage Monthly • Unlimited Workspaces • Five Custom URLs • Unlimited Tethered Nodes of IBM Aspera High-Speed Transfer Server • Customizable Package Sending and Receiving • 10 Concurrent Workflow Jobs for Automation 	<p>1</p>	<p>Subs.</p>	
<p>2.5.</p>	<p>Starlink</p>	<p>19</p>	<p>kit</p>	
<p>2.6.</p>	<p>Macbook Pro</p> <ul style="list-style-type: none"> • Apple M1 Pro 8-Core Chip • 16GB Unified RAM 512GB SSD • 14.2" 3024 x 1964 Liquid Retina XDR Screen • 14-Core GPU 16-Core Neural Engine • Wi-Fi 6 (802.11ax) Bluetooth 5.0 	<p>12</p>	<p>pcs</p>	



	<ul style="list-style-type: none"> Thunderbolt 4 HDMI MagSafe 3 SDXC Slot FaceTime HD 1080p Camera Backlit Magic Keyboard Force Touch Trackpad Touch ID Sensor macOS 			
2.7	Motorola Talkabout T82 Extreme Quad Pack WE	12	pcs.	
Lot 3/ Live Radio Broadcast Equipment				
3.1.	<p>Modular audio mixer/ Broadcast modular mixing console</p> <ul style="list-style-type: none"> at least 16 faders, each with instant access to any source located at two standalone consoles mixer consoles to be capable of service maintenance under continuous broadcasting operations; at least 6 Microphone Inputs with selectable Phantom power at least 8/4 Analog Stereo Inputs/Outputs; at least 8/8 Livewire Inputs/Outputs; 3-Band Equalizer for each input; equaliser, compressor, noise gate and de-esser for each mic input; feature used to form at least four independent broadcasting programs; a feature used for automated mixing of specific inputs; at least three monitoring buses; automated monitoring switching at studios with live microphones; store/recall for at least 50 console configurations of various program types store/recall of several mic input processing configurations for different hosts; a feature used to generate a GPO signal to switch on the "ON AIR" and "TALLY" displays in order to indicate a live microphone; automated mix-minus generation for external lines, telephone hybrids or online messengers; at least 4 GPO inputs/outputs for remote control; time synchronisation with NTP WEB interface used to customise and control various parameters must be compatible with broadcast automation systems 	2	pcs.	



<p>3.2.</p>	<p>Network equipment for audio transmissions</p> <ul style="list-style-type: none"> • a single Gigabit 12-Port Ethernet L3 Switch per site; • switches to have an option of supply from the same manufacturer; • switch types to be approved by related audio mixer, convertor and control system manufacturers in order to meet the need in AoIP flow exchange between different devices; • switches to support QOS, IGMP, PTPv2, SDP SAP and SNMP with a feature enabling flow priority management; • switches to support IOS LAN Base in order to ensure parameter configuration and control; and • compatibility with LIVEWARE broadcasting equipment. 	<p>2</p>	<p>pcs.</p>	
<p>3.3.</p>	<p>Technology furniture</p> <ul style="list-style-type: none"> • A studio table to ensure the placement of related equipment and guests, hosts and sound producer. • The table to be capable of hosting at least 4 working stations for a host/guest • maximum load on the working surface at any specific point up to 300 kg • desk design should integrate with RODE microphones and Mika or RODE microphone stands, as well as individual headphone amplifiers for each participant. 	<p>2</p>	<p>pcs.</p>	
<p>3.4.</p>	<p>Signal switching module / Signal routing module</p> <ul style="list-style-type: none"> • redundant, system-wide routing controller • Customizable User Panels • Virtual routing for inputs and outputs • Ability to store and recall scene configurations • dual-redundant power supplies 	<p>1</p>	<p>pcs.</p>	
<p>3.5.</p>	<p>Microphones with stands</p> <ul style="list-style-type: none"> • Type: condenser (48 V, 24 V); • Polar pattern: Cardioid; • Frequency range: 20 Hz - 20 kHz; • Impedance: 40 Ω; • Signal-to-noise ratio: 80 dB SPL (A – as per IEC651); • Equivalent Noise Level: 14 dB (A – as per IEC651); • High-Pass Filter 75 Hz; • Maximum sound pressure: 128 dB SPL (1 kHz, 1% THD under 1 kΩ load); • Sensitivity: -34.0 dB under 1 Volt / Pascal 	<p>7</p>	<p>pcs.</p>	



	<p>(20.00 mV @ 94 dB SPL);</p> <ul style="list-style-type: none"> • Max dimensions: 167 x 50 x 50 mm; • Max weight: 577 g • Include protection against vibration and wind with mounting on the microphone stand. • The stand must support the rotation of the microphone and clamp on the studio table at the corners. • Stands must have a built-in microphone ON AIR indicator. 			
3.6.	<p>Headphones and amplifiers for radio broadcasting closed-back headphones</p> <ul style="list-style-type: none"> • Headphone type: full size; • Connection type: wire; • Connection interface: 3.5 mm (mini-Jack); • Wire length: 3 m; • Colour: black; • Attachment type: headphones; • Impedance: 80 Ω; • Headphone frequency range: 5 Hz-35 kHz; • Cushion material: Velour; • Headphone sensitivity: 96 dB; • Acoustic design: closed-back (circumaural); • Emitter type: Dynamic. • Headphone amplifier with individual sound controls, • DC power supply (9-12 V), • signal type – symmetric stereo 	4	pcs.	
3.7.	<p>Uninterruptible power supply</p> <ul style="list-style-type: none"> • A device to be designed for feeding a studio kit of 220V 50 Hz with the minimum deviation and sine form distortion. • Input – 1 Phase, Output – 1 Phase. • Full power – at least 2.7 kW • Offline operation – at least 20 minutes under full load. 	2	pcs.	
3.8.	<p>Equipment installation</p> <ul style="list-style-type: none"> • The Contractor to ensure physical installation and configuration of the equipment concerned at the Customer’s site as well as personnel training. • The “cable” distance between the production studio, server room and main control room – at least 60 m. • The Contractor to connect all the elements of a newly established package to the electric grid from a single access point at the server room fuse panel, lay the electric cable within a related flexible metal conduit, with each cable ending with a CEE 7 socket 	1	pcs.	



	<p>board</p> <p>Delivery address:</p> <ul style="list-style-type: none"> • 4 Vysokyi Zamok St., Lviv • 18 Kyivs'ka Embankment, Uzhhorod 			
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Bidders to indicate “Comply” or “Not Comply” and comment as appropriate. Where information is presented in the specification, the comment should be “Noted and Understood”. In the event of electronic bidding by e-mail or by means of scanning, the specification shall not be altered in any way. Any deviation to specification should be stated and if necessary, fully explained as a comment in the compliance column without making any changes to the specification. Any changes to the specification may invalidate the Bid. Failure to complete this Statement of Compliance may result in your bid being rejected.



Appendix C: Form of Bid

If you are experiencing issues or unable to complete the pricing and product descriptions within the ‘Supplier Portal,’ please complete the pricing against each line item and advise the product description of the products you are offering within this Appendix and provide supporting literature for each item.

Crown Agents Reference:	CA/110496D/0001/004	Date of Offer:	
Bidder’s Reference:		Validity of Offer:	90 days
Currency:			

1. Having examined the Invitation to Bid and being fully satisfied in all respects with the requirements of the ITB, we hereby offer to provide the Goods as specified in Appendices A and B of the bid for the prices set out in this Appendix C, Form of Bid and in accordance with the provisions of the Contract.
2. We confirm that we have downloaded and read the documents from Crown Agents website which are incorporated by reference and we accept that any resultant Contract will be subject to the Contract including the Conditions of Contract, Special Conditions of Contract and such other provisions as have been specified in the ITB.
3. We confirm that the Goods offered fully meet the required specification detailed in the ITB.
4. We confirm that we will treat all information supplied by Crown Agents as confidential in accordance with the provisions of this ITB.
5. **Bidders must ensure that the item numbers correspond with the item number listed at Appendix A**

Bidders must ensure that the item numbers correspond with the item number listed at Appendix A

Form of Bid

Item No.	Description	Quantity	Unit Price DDP NPBU	Total Price DDP NPBU	Delivery Lead Time
Lot 1 / TV Equipment					
1.1.	Multiviewer HD SDI 16	6			
1.2.	SDI input output card	30			
1.3.	Harmonic XOS (Model: M, SDI in, ASI out, 3xHD Encoders)	2			
1.4.	Newtec M6100 (DVB-S2 5MBaud, ASI in, L-Band out)	2			
1.5.	SDI to NDI converter (bi-directional)	8			
1.6.	SDI Cable, 1000'	2			
1.7.	Spectrum Analyzer, includes 4K decoder	2			
1.8.	TV signal and spectrum analyzer	2			
1.13.	Harmonic ProView-8140 (DVB-S2, HD H264 decoding, HD+SD SDI out)	20			



Item No.	Description	Quantity	Unit Price DDP NPBU	Total Price DDP NPBU	Delivery Lead Time
Lot 2 /IT equipment including laptops, storage, accessories, software licenses and workstations					
2.3.	Aspera Enterprise	Subscription, 1y			
2.5.	Starlink	19			
2.6.	Macbook Pro	12			
2.7.	Motorola Talkabout T82 Extreme Quad Pack WE	12			

Item No.	Description	Quantity	Unit Price DDP NPBU	Total Price DDP NPBU	Delivery Lead Time
Lot 3/ Live Radio Broadcast Equipment					
3.1.	Modular audio mixer	2			
3.2.	Network equipment for audio transmissions	2			
3.3.	Technology furniture	2			
3.4.	Signal switching module	1			
3.5.	Microphones with stands	7			
3.6.	Headphones and amplifiers for radio broadcasting closed- back headphones	4			
3.7.	Uninterruptible power supply	2			
3.8.	Equipment installation	1			

The total bid price must be stated in words and figures and if there is any contradiction the price expressed in words will take precedence.

Bidders are advised that the above periods will be used for bid evaluation purposes.

Bidders are advised that if a Contract is awarded on any other delivery term, where applicable, a suitable amendment will be made to the contractual delivery period.

We confirm that this bid is valid for acceptance for 90 days from 12 October 2022.

Bidders are advised that a bid valid for a shorter period **will be rejected**. In exceptional circumstances Crown Agents may request the bidders’ consent to an extension of the period of validity. The request and the responses shall be made in writing. Bidders who agree to extend the validity of their bids will not be permitted to modify their bids.



We agree to adopt and comply with Crown Agents’ Ethical Code for Business Partners as available as a download from the Supplier Download page on Crown Agents website <http://www.crownagents.com/supplier-downloads>.

We _____(company name) certify that any statement made in our Business Partner Questionnaire remains true and accurate in all aspects **[Yes/No]**

Bidders who state “No” in response to the above must submit a declaration regarding the changes to their Business Partner Questionnaire.

If the bidder is not the manufacturer of the Goods the bid must clearly state the name and full address/es of the manufacturer/s and provide evidence of their authority for the bidder to submit a bid in the form as attached at Appendix E to this ITB.

..... Authorised Signature Name in Capitals Position
Company Name and Address	Company Registration Number: Company VAT Number: Telephone Number: Facsimile No: Email:	



SECTION 4: FORM OF CONTRACT (EXAMPLE)

CROWN AGENTS REFERENCE: [110496D/0001/001]

THE FORM OF CONTRACT INCLUDING

THE SPECIAL CONTRACT CONDITIONS FOR THE ELECTRONIC DEVICES;

SCHEDULE OF GOODS INCLUDING TECHNICAL SPECIFICATIONS

RECEIPT NOTE

GENERAL CONDITIONS OF CONTRACT FOR THE PURCHASE OF GOODS (2013)

[CROWN AGENTS LIMITED]

and

[_____]

CONTRACT FOR THE PROVISION OF [ENTER BRIEF DESCRIPTION OF GOODS]

**Crown Agents' Reference:****CONTRACT**

THIS CONTRACT ("Contract") is entered into this day of _____, 201__, by **Crown Agents Ltd** a company incorporated and registered in **England**, with company number **3259922** and whose registered office is located at **Blue fin Building, 110 Southwark Street, London, SE1 0SU** ("Crown Agents") of the one part and (Supplier) of the other part a company incorporated and registered in [name country] with company no. [] and having whose registered office is located at (Supplier address) hereinafter called the "Supplier".

The Contract is signed for the purpose of execution of the framework of the Memorandum of Understanding between Sida and the NPBU of 22 March 2018 for the purposes of the project "Support to Regionalisation of Public Service in Ukraine", between The Swedish International Development Cooperation Agency, Sida, represented by the Embassy of Sweden in Kyiv, Ukraine and Swedish Radio Media Development Office to implement the supporting to Regionalisation of Public Media in Ukraine.

WHEREAS

Crown Agents issued an Invitation to Bid ("ITB") under reference [] dated [] for the provision of goods, [] (hereinafter called the "Goods") to be supplied to [] (the "End-User");

The Supplier submitted its bid dated (enter date) reference (bid ref) in response to the ITB (the "Bid");

NOW IT IS HEREBY AGREED AS FOLLOWS:

Crown Agents has accepted the Bid from the Supplier for the supply of the Goods in the sum of state currency and contract price in words and figures side by side (the "Contract Price").

The Goods are to be delivered by air/**road/sea** on the following Incoterm **DDP "National Public Broadcasting Company of Ukraine", 42, Yuriy Illenko, str., Kyiv, Ukraine, 04119.**

The Goods shall be delivered and Crown Agents shall have received the documentation required under the Contract by: **state delivery schedule reflecting any multiple consignments.**

In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Contract Conditions.

The following documents shall be deemed to form and be read and construed as an integral part of this Contract:

- this Form of Contract and the Appendices attached to it;
- Annex A THE SPECIAL CONTRACT CONDITIONS FOR THE ELECTRONIC DEVICES;
- Annex B SCHEDULE OF GOODS INCLUDING TECHNICAL SPECIFICATIONS
- Annex C RECEIPT NOTE
- Annex D GENERAL CONDITIONS OF CONTRACT FOR THE PURCHASE OF GOODS **FOR UKRAINE(2017)**
- The Form of Bid including the following:
 - The Bid Specification and Statement of Compliance;
 - The Schedule of Goods and Quantities;
 - The bid clarification(s) dated [enter date(s)]



This Form of Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract Documents, then the order of documents shall prevail in the order listed above.

The Supplier shall provide a signed copy of the Contract to Crown Agents within five (5) working days of signature of the Contract.

Anti-Bribery: The Supplier shall adopt and comply with Crown Agents’ Ethical Code for Business Partners as available as a download from the Supplier Download pages on Crown Agents website <http://www.crownagents.com/supplier-downloads>.

Child Protection: Crown Agents believes that everyone has a role in the safeguarding of children and promoting their welfare whether or not they are in direct contact with children. Crown Agents will seek the support and cooperation of the Supplier in the implementation of its Child Protection Policy and will monitor their compliance with it.

The Supplier should note the requirements to adhere at all times to the Child Protection Code of Conduct, available on Crown Agents website.

OTHER REQUIREMENTS

Clearance of Goods, unloading and delivery: In addition to the Supplier’s contractual responsibilities under the stated Incoterm, the Supplier will be wholly responsible, at their risk and cost, for unloading the Goods at the named place of delivery and if the Goods are delivered by container, for de-stuffing the container(s) and removing the empty container(s) from the named place of delivery. On delivery of the Goods to the **[Consignee/End-User]** the Supplier will be responsible for obtaining a Signed Receipt Note in the form required confirming that delivery and unloading **[and removal of empty containers]** has been completed satisfactorily.

Shipping Specification: Any additional costs incurred by Crown Agents or the End-User, which result from any inaccuracies in the Shipping Specification or failure to conform with the requirements of a resulting Contract, will be payable by the Contractor.

Marking for Shipment/Transportation and Storage: The Supplier shall ensure that packages are marked by stencil or otherwise apply the **[Shipping Mark/Airfreight/Overland address]** as large as it practicable and exactly as shown, including the gross weight in kilograms and package number, to two (2) adjacent faces of each package. Add (in English) any special handling, stowage or storage instructions. The Supplier shall ensure that both weights and dimensions are shown in metric units.

Shipping Mark/Airfreight/Overland Address	Consignee Address/End-User’s address/Notify Party
CA: (to be advised on award of Contract) Indent No: (to be advised on award of Contract) Enter Mark/Address Gross Wt _____ Kgs Package No:	Contact Name: Enter Address Tel No: Enter Tel No E-mail: Enter e-mail address



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Goods Requiring Special Handling: It may not be possible for the Consignee to take immediate possession of the Goods and it is not uncommon for Goods to be held up for some weeks before release. Prior to dispatch the Supplier shall provide Crown Agents with prior written notice of Goods requiring special stowage including refrigeration and Goods which may be affected by storage under non-ideal conditions and details of the applicable stowage requirements.

Dangerous Goods: The Supplier shall declare, label and pack all dangerous Goods in accordance with the appropriate current international regulations. The Supplier shall ensure that they sign a Dangerous Goods Note or Shipper’s Declaration for Dangerous Goods for each consignment appropriate to the mode of transport.

Invoices: On no account should an invoice accompany any consignment. Your Packing Lists must be produced on plain unheaded paper and must not indicate your company name and address.

Delivery and Distribution of Documents: The Supplier will be responsible for delivering the Goods in accordance with the delivery period as stated within the Contract Immediately after delivery you must send the documents detailed below to Crown Agents.

THE SUPPLIER MUST DESPATCH THE GOODS WITHOUT ANY DOCUMENTS. Crown Agents will ensure the Consignee is alerted to the despatch.

Electronic versions of documentation will not be acceptable unless prior written agreement has been provided by Crown Agents:

- Commercial Invoice: original signed Commercial Invoice and 2 signed copies;
- Packing List (unpriced): one (1) original and 1 copy;
- Transport Bill i.e. Air Waybill: 1 original and 1 copy;
- Signed Receipt Note (in the format provided (to be completed by the Consignee or End User if different from Consignee - Delete if not applicable).
- Certificate of Origin for each item – 1 copy
- Certificate/declaration of Conformity (where applicable) – 1 copy

Payment: Payment shall be made in accordance with Clause 13 of the General Contract Conditions and the timing of the payment shall be to the Supplier within **30 days** after receipt by Crown Agents of the Supplier’s Commercial Invoice together with all required documents confirming satisfactory and full delivery of the Goods, as detailed within the Contract.

Payment under the terms of the Contract will be made by SWIFT. The Supplier shall provide their bank details in the format detailed below and this submission must be returned with the Supplier’s payment documentation. If the Supplier is domiciled in the European Union or requires payment to be made to an account in the European Union, the Commercial Invoice must clearly state the IBAN code. Failure to provide the following information may result in delays in the Supplier’s payment being processed.

BANK DETAILS (to be printed on Supplier’s letter head paper)

- ❖ Account Name (in full)
- ❖ Account Number
- ❖ Bank Name
- ❖ Bank Address
- ❖ Bank Sort Code
- ❖ SWIFT Code.....
- ❖ IBAN Code.....



Authorised Signatory

Sign:

Name:

Designation:

Where applicable, the Supplier shall also state the above details in respect of the correspondent bank of their bank in enter Country of domicile of payment currency through which our bankers can make payment. The Supplier shall be liable for any bank charges levied in the process of making payment, together with all additional expenses incurred in obtaining payment by any other means.

The Supplier shall advise Crown Agents immediately if exchange control regulations prohibit despatch of negotiable documents other than through banks.

IN WITNESS whereof the parties hereto have caused this Contract to be executed on the day and year first above written.

For and on behalf of Crown Agents

For and on behalf of the Supplier

Signed by _____

Signed by _____

Duly Authorised

Duly Authorised

Name: _____

Name: _____

Title: _____

Title: _____

**ANNEX A**

Crown Agents' reference: CA/110496D/0001/002

SPECIAL CONDITIONS OF CONTRACT FOR THE SUPPLY OF ELECTRONIC DEVICES**1. Application**

These Special Conditions of Contract for the Supply of Electronic Devices ("the Goods") will apply to the Contract and shall supplement and be read in conjunction with the General Contract Conditions and any other Special Contract Conditions. In the event of any conflict between these Special Conditions of Contract for the Electronic Devices and the General Contract Conditions or other Special Contract Conditions, the former shall prevail.

2. External Packing

- 2.1 External packing will be required in accordance with Clause 7 Packing of the General Contract Conditions. Particular attention must be paid to Goods classified as "hazardous" to ensure that these are packed and marked to conform with the requirements of the appropriate regulations governing the despatch by sea or air of hazardous cargo.
- 2.2 All external packing shall include labels providing sufficient information on handling and storage precautions to ensure that the Goods are properly handled and secure at all times. The information shall be detailed on delivery notes and manifests if it cannot go on the external packaging, in addition to the details of the identification of the container's contents and source, where applicable.
- 2.3 Wooden pallets (if used) shall be heat treated (HT) and marked in accordingly in compliance with the International Standards for Phytosanitary Measures No. 15 (ISPM 15).

3. Special Storage and Transportation

- 3.1 For Goods which require compliance with temperature control ("cold chain" regime) during storage and transportation, the Supplier must ensure that such temperature control conditions are observed strictly at all time.
- 3.2 Where the Supplier consider despatch by air is desirable or essential owing to the nature of the Goods, this should be brought to the attention of Crown Agents in writing.
- 3.3 Where Goods are supplied under DDP terms, the Supplier must provide detailed evidence of all transport arrangements from their premises/warehouse and at every stage through to final delivery to the Consignee's nominated warehouse including, but not limited to, timely evidence of temperature control records for all Goods (including ambient products).
- 3.4 The Supplier will ensure that the Goods are transported to ensure maintenance within the storage requirements as set out in the relevant monograph or marketing authorisation. The Supplier should make available upon request records of temperature controls maintained throughout the distribution of the Goods or the results of relevant distribution lane risk assessments.
- 3.5 Regardless of the Incoterm of the Contract, the Supplier must provide documentary evidence (including date and time) of when the Goods left the Supplier's premises and subsequent arrival at the named final destination. Proof of delivery is required irrespective of the Incoterm.

4. Examination



- 4.1 Crown Agents reserve the right to examine all Goods in course of manufacture and packaging and to take samples for independent analysis. The Supplier must provide all reasonable facilities for such examination to be made.
- 5. Invoices**
- 5.1 Invoices should be in the English language. The expiry date and batch numbers must be indicated for all Goods being supplied.
- 6. Product Recalls**
- 6.1 Upon award of Contract, the Supplier must provide Crown Agents, in writing, the full name and contact details of their Quality Person (QP) for any product recalls. The Supplier shall be contractually responsible to notify Crown Agents in writing of any recalls within stated timeframes.
- 7. Record Keeping and Reports**
- 7.1 The Supplier shall maintain complete and accurate records concerning the Goods supplied under the Contract, including any required by these Special Conditions of Contract. Without limiting this, the Supplier shall maintain complete and accurate records showing temperature controls maintained throughout the storage and distribution of the Goods and shall make such records available to Crown Agents, any End-User and any relevant National Competent Authority upon request.
- 7.2 The Supplier shall maintain a complete and accurate record of each delivery of the Goods, stating the full description, weight, quantity, measure, order number, batch number, expiry date of the Goods, name of manufacturer and origins of the Goods, cost of storage and distribution, any external quality control requirements and any other information required by Crown Agents, End Users or any relevant National Competent Authority. All ancillary paperwork and literature (including invoices) shall include the same information and be available for inspection by Crown Agents, End-Users or the relevant National Competent Authority upon request.
- 7.3 The Supplier shall also upon request provide all required assistance to enable Crown Agents to meet its reporting obligations to End-Users.
- 7.4 The Supplier shall maintain all records for five years.
- 8. Suspected Substandard, Spurious, Falsely Labelled, Falsified and Counterfeit (SSFFC) Goods**
- 8.1 In the event that contractual documents provided for payment purposes indicate a risk of Spurious, Falsely labelled, Falsified or Counterfeit Goods, the Supplier is advised that Crown Agents (at their sole and absolute discretion) reserve the right to withhold payment for the Goods pending the satisfactory outcome of the investigation of the suspected falsification and the Goods should be segregated in a quarantine area pending the outcome of the investigation. The Marketing Authorisation holder or Manufacturer (if the Supplier is not the Manufacturer) is to confirm if the Electronic Devices batch is falsified and advise of arrangements for its disposal.
- 8.2 For the purposes of these Special Conditions of Contract, "Falsified Goods" means that any Electronic Devices with a false representation of:
- It's identity, including its packaging and labelling, its name or its composition about any of the ingredients including excipients and the strength of those ingredients;
 - Its source, including its manufacturer, its country of manufacturing, its country of origin or its Marketing Authorisation holder; or
 - Its history, including the records and documents relating to the distribution channels used.
- 9. Handling and Destruction of Falsified Goods**



9.1 In the event of confirmed falsified Goods, any shipments which have been exported and are refused entry by customs or are not to be onward despatched for any reason must not be returned to the EEA once they have been exported and must not be returned to saleable stock.

9.2 Goods for disposal shall be destroyed using an appropriately authorised waste disposal contractor and written proof of evidence of the destruction shall be provided to Crown Agents by the Supplier's QP or Head of Quality for audit trail purposes.

10. Liability

10.1 The Supplier shall indemnify and keep indemnified Crown Agents and their Principal and End-User against all loss, damages, costs and expenses arising in respect of any product liability or similar claim for injury to person or property in connection with the Goods supplied under the Contract.



SCHEDULE OF GOODS INCLUDING TECHNICAL SPECIFICATIONS

Crown Agent’s Reference: CA Ref PROGRAMME Number

Supplier’s Reference: Ref

Currency: USD

Item No.	Catalogue number, Item Description/ Component parts (as per Registration Certificate/ Certificate of Conformity)	Total Contract quantity (in Units of Measure)	Unit of Measure	Unit quantity per pack	Ukrainian Registration Number and Expiry	Manufacturer	Country of origin	The Final Delivery Date	Unit Price DDP	Total Price DDP

TOTAL PRICE DDP “National Public Broadcasting Company of Ukraine”, 42, Yuriy Illenko, str., Kyiv, Ukraine, 04119, Ukraine (Incoterms® 2010) enter value

For and on behalf of Crown Agents	For and on behalf of the Supplier
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Signed by _____	Signed by _____
Duly Authorised	Duly Authorised
Name: Name	Name:
Title: Title	Title:



ANNEX C

RECEIPT NOTE

To: Crown Agents
 Blue Fin Building2
 110 Southwark Street
 London SE1 0SU
 UK

From: **“National Public Broadcasting Company of Ukraine”**

Crown Agents Contract Reference: **CA Ref** PROGRAMME **Number**

Consignment No:

Package No(s):

Item No	DESCRIPTION	QTY	Unit of Measure	Required Storage and transportation temperature conditions, °C, as stated on packaging of Goods

The following damages have been identified, if any:

Item No	DESCRIPTION	QTY	Unit of Measure



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**If external packaging is damaged it may be advisable to unpack the equipment before signing the Receipt Note. If this is not possible, clause the note "Packing damaged – contents not examined".*

A separate detailed description of all damages or shortfalls in quantity must be enclosed, if appropriate.

We hereby confirm the delivery and handing over of the Goods listed above to "National Public Broadcasting Company of Ukraine" on behalf of Crown Agents and "National Public Broadcasting Company of Ukraine".

Name and Title of Authorised Signatory:

Signature: _____

(Authorised Signatory for the Supplier)

To be signed by Crown Agents Representative following completion and signature of Delivery Certificate by the Supplier and NPBU and receipt of supporting documentation including duplicate copy of data logger results as specified in the Contract:

Name and Title of Authorised Signatory:

Signature: _____

(Authorised Signatory for Crown Agents Representative)

We acknowledge that Crown Agents responsibility has ended and that the Consignee assumes the risk and responsibility for ensuring that the quality of items is maintained, during storage and onward distribution to the End User.

Name and Title of Authorised Signatory:

Signature: _____

(Authorised Signatory for NPBU)

Temperature conditions on receipt (°C) _____

Date of Receipt: _____



(for Contract signing only – can be deleted for signing of this certificate)

For and on behalf of Crown Agents	For and on behalf of the Supplier
Signed by	Signed by _____
Duly Authorised	Duly Authorised
Name:	Name:
Title:	Title:



CROWN AGENTS LIMITED GENERAL CONTRACT CONDITIONS FOR GOODS FOR UKRAINE (2017)
1. DEFINITIONS

1.1 The following definitions and rules of interpretation apply to the Contract:

- a. "Affiliate" of any party means any person controlling (directly or indirectly), controlled by or under common control with that party. For the purposes of this definition, "control" shall mean direct or indirect beneficial ownership of 50% (or, outside that party's home territory, such lesser percentage as is the maximum permitted level of foreign investment) or more of the share capital, stock or other participating interest carrying the right to vote or to distribution of profits of that entity or person as the case may be.
- b. "Applicable Law" means all statutes, laws, statutory instruments, bye-laws enactments, orders, rules, regulations or other similar instruments having the force of law together with the other requirements, standards, codes, practices, specifications and conditions of any relevant competent authority including any Relevant Registration Authority.
- c. "General Conditions" means the terms and conditions set out in this document as amended from time to time in accordance with clause 27 and which form part of the Contract.
- d. "Contract" means the agreement between Crown Agents and the Supplier incorporating these General Conditions and all the documents listed in the Form of Contract.
- e. "Contract Price" means the price, payable under the Contract in consideration of the full and proper performance of all of the Supplier's obligations under the Contract. Unless otherwise stated in the Contract, the Contract Price shall be fixed.
- f. "Crown Agents" means Crown Agents Limited (company number 03259922) whose registered office is at Blue Fin Building, 110 Southwark Street,, London, SE1 0SU acting in their own right, and not as an agent.
- g. "Defective Product" means any unit of the Goods supplied under the Contract which does not conform to or has not been produced in accordance with the Special Conditions, or which otherwise fails to conform to the requirements of the Contract, including any Goods with latent defects.
- h. "Delivery Locations" mean the delivery locations of the End Users in Ukraine as specified in the Contract.
- i. "End User" means any entity purchasing Goods from Crown Agents, and any user or other recipient of the Goods including any State Owned Enterprise or hospital.
- j. "Form of Contract" means the document and its annexures which form the first part of the Contract.
- k. "Goods" means all the goods described in the Contract and, where applicable, shall be deemed to include related services which the



- Supplier is required to supply under the Contract.
- l. “Good Industry Practice” means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading supplier of the Goods.
- m. “Inspector” means any person appointed by Crown Agents, to act as a Crown Agents’ inspector under the Contract.
- n. “Intellectual Property Rights” means all intellectual and industrial property rights, including patents, rights in registered and unregistered trade marks, rights in registered and unregistered designs, utility models, trade or business names, confidential information, know-how, database rights, passing-off rights, and copyright (including moral rights) or other industrial, intellectual or commercial rights (including rights in any invention, discovery or process), and applications for registration of any of the foregoing, and the right to apply therefor, in each case in any part of the world.
- o. “Required Delivery Certification” means the form of acceptance of delivery certificate set out in the Contract.
- p. “Relevant Registration Authority” means any relevant authorized national registration authority responsible for the registration of medicinal products and medical devices or authorized for issuing of documents that proves the conformity of medical devices to technical regulations.
- q. “Special Conditions” means the Special Conditions of Contract for Ukraine set out in the Contract including all regulatory and other requirements that the Goods and Supplier must comply with.
- r. “State Owned Enterprise” means any Ukrainian entity, unit or state-owned enterprise that receives the Goods.
- s. “Supplier” means the party named as such in the Contract.
- 1.2 In these General Conditions, unless the context requires otherwise, the following rules apply:
- a. reference to a person includes a natural person, partnership, LLP, corporate or unincorporated body (whether or not having a separate legal personality).
- b. reference to a party includes its personal representatives, successors or permitted assigns.
- c. a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- d. any phrase introduced by the terms including, include, in particular or any similar expression shall be construed



as illustrative and shall not limit the sense of the words preceding those terms.

- e. Words in the singular shall include the plural and vice versa.
- f. a reference to writing or written includes e-mails.

2. APPLICATION

- 2.1 The Supplier shall supply the Goods in accordance with the terms of the Contract.
- 2.2 These General Conditions and other terms of the Contract apply to all supplies of Goods made by the Supplier to the exclusion of any other terms or conditions that the Supplier seeks to incorporate, or which are implied by trade, custom, practice or course of dealing.
 - a. If there is any conflict or inconsistency between the terms of the different parts of the Contract, the order of precedence (to the extent of any inconsistency or conflict) shall be as stated in the Form of Contract.
 - b. For the avoidance of doubt, in the event of a conflict between these General Conditions and the Special Conditions, the Special Conditions shall take precedence.
 - c. The appointment of the Supplier is on a non-exclusive basis.

3. STANDARDS AND REGULATIONS

- 3.1 The Goods shall be supplied in accordance with the descriptions, specifications and quantities set out in the Contract.
- 3.2 The Supplier shall at all times perform its obligations under the Contract in accordance with Good Industry Practice and all Applicable Laws.
- 3.3 The Supplier shall ensure that the Goods conform to all Applicable Laws relating to the manufacture, labelling, packaging, storage, distribution, handling and delivery of the Goods, including without limitation all Applicable Laws within the country where the Goods are manufactured and within Ukraine.
- 3.4 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.
- 3.5 Notwithstanding the generality of clauses 3.1 to 3.4, the Supplier shall at all times comply with and shall ensure that the Goods conform to the Special Conditions, which includes obtaining and maintaining all required authorisations and registrations with the Relevant Registration Authority.

4. ELIGIBILITY

- 4.1 The Supplier shall ensure that the Goods it supplies under the Contract can be



lawfully sold and supplied by Crown Agents to End Users and used in Ukraine.

4.2 Unless otherwise expressly stated in the Contract, the Supplier represents and warrants that:

- a. it is not as a matter of law or official regulations in Ukraine prohibited from supplying the Goods under the Contract or having commercial relations within Ukraine;
- b. it does not owe any taxes to or is engaged in any dispute with any government department or agency in Ukraine;
- c. the Goods are not partially or wholly manufactured in a country prohibited from having commercial relations within Ukraine as a matter of law or official regulation in Ukraine;
- d. Ukraine does not, by complying with a decision of the United Nations Security Council, prohibit any import of goods from the country where the Goods are wholly or partially manufactured or any payment to persons or entities in such country;
- e. it is not prevented by an international sanction and/or embargo from performing its obligations pursuant to the Contract.

5. ALTERATION OF SPECIFICATIONS

5.1 The Supplier shall not alter the specifications of any part of the Goods unless requested in writing by,

or with the prior written agreement of Crown Agents.

5.2 In the event that any such alteration requested by Crown Agents involves an alteration in the cost of production, and/or in the period required for delivery, such revision of the Contract Price, and/or of the time for delivery, shall be made in relation to the Goods which are the subject of the alteration, as shall be agreed in writing between Crown Agents and the Supplier in advance. In all other respects the Contract shall remain unaltered.

6. RECORD KEEPING & REPORTS

6.1 The Supplier shall maintain complete and accurate records concerning the supplies under the Contract, including any required by the Special Conditions. Without limiting this, the Supplier shall maintain complete and accurate records showing the temperature controls maintained throughout the storage and distribution of the Goods and shall make such records available to Crown Agents, any End User and any Relevant Registration Authority upon request.

6.2 The Supplier shall maintain a complete and accurate record of each delivery of the Goods stating the full description, weight, quantity, measure, order number, batch number, expiry date of the Goods, name of manufacturer and origins of Goods, cost of storage and



distribution, any external quality control requirements and any other information required by Crown Agents, End Users or any Relevant Registration Authority. All ancillary paperwork and literature (including invoices) shall include the same information and be available for inspection by Crown Agents, End Users or the Relevant Registration Authority upon request.

- 6.3 The Supplier shall also upon request provide all required assistance to enable Crown Agents to meet its reporting obligations to End Users.

7. WARRANTIES

- 7.1 The Supplier warrants, represents and undertakes that:
- a. the Supplier holds all necessary licences, consents and authorisations required to supply the Goods to Crown Agents for the distribution to and use by End Users in Ukraine;
 - b. the Supplier holds, or the Goods have been produced and distributed by manufacturers and distributors that hold, all necessary licences, consents and authorisations required to manufacture and distribute the Goods;
 - c. the Goods are manufactured and distributed in accordance with the Special Conditions;
 - d. all storage facilities, premises, vehicles, facilities and all equipment necessary for the supply of Goods

under the Contract are and will be maintained by the Supplier and its contractors, agents or suppliers so that they are suitable and fit for the purpose of supplying the Goods in accordance with the Contract;

- e. in the supply and distribution of the Goods and the provision of information relating thereto it will comply with the duties imposed on it by the Applicable Law; and
- f. the Goods (including their branding, labelling and packaging) and their supply and use shall not infringe the Intellectual Property Rights of any third party.

- 7.2 The Supplier further warrants that it has the right and authority to enter into the Contract and that it has the capability and capacity to fulfil its obligations under the Contract.

- 7.3 If any of the Goods or part thereof, are not manufactured by the Supplier, the Supplier remains liable under the Contract in full and shall procure that the supplier, sub-contractor or manufacturer of the Goods or such part thereof shall be under the same liability to the Supplier as the Supplier's liability to Crown Agents under the Contract.

8. QUALITY

- 8.1 The Supplier shall ensure that the Goods:
- a. are supplied strictly in accordance with the quantities, specifications,



- standards and stipulations contained or referred to in the Contract, and in particular (but not limited to) the Special Conditions;
- b. conform to all Applicable Laws relevant to their manufacture, storage, distribution and use in Ukraine;
 - c. are new and have not been rejected by any other entity prior to their supply to Crown Agents; and
 - d. are suitable for the treatments and purposes as referred to in the specification set out or referred to in the Contract.
- 9. PACKING**
- 9.1 In addition to the packing, marking and documentation requirements set out in the Contract, the Supplier shall provide such packing as is required to prevent damage to or deterioration of the Goods during transit to and storage at the final destination, or as may reasonably be anticipated as prudent, bearing in mind the final destination of the Goods and their mode of transport and so as to ensure that the Goods reach their destination in good condition. The packing shall be sufficient, without limitation, to withstand rough handling and exposure to extreme temperatures. Unless otherwise stated in the Contract, the cost of such packing shall be included in the Contract Price.
- 9.2 The packing, marking and documentation within and outside the packages shall (without prejudice to clauses 3.3 and 9.1) comply strictly with all Applicable Law, the Special Conditions and such other requirements as provided for in the Contract or in any subsequent instructions, and where appropriate with any relevant regulations governing the despatch of hazardous cargo by sea, air or over land.
- 9.3 If compliance with an instruction concerning packing which is issued subsequent to the establishment of the Contract, involves an addition or reduction in the Contract Price, and/or in the period required for delivery, such revision of the Contract Price and/or of the time for delivery shall be agreed in writing between Crown Agents and the Supplier. In all other respects the Contract shall remain unaltered.
- 10. INSPECTION**
- 10.1 Crown Agents shall have the right to inspect any of the manufacturing or storage premises used for the Goods upon giving not less than 5 days' notice to the Supplier.
- 10.2 Where inspection is carried out at the Supplier's or a manufacturer's works, the Supplier shall ensure that the Inspector has full and free access to the said works as and when required for that purpose and shall provide the Inspector at no cost to the Inspector or Crown Agents with reasonable



accommodation and facilities as may be required by him. The Supplier shall also supply, free of charge, all appliances, materials and labour required for inspection purposes.

10.3 The Inspector shall not be required to sign any form of waiver or indemnity concerning his presence or actions at the place of inspection.

10.4 When independent tests and analyses, in addition to those made by the Inspector on the Supplier's or manufacturer's premises are considered necessary, such tests or analyses will be made by persons appointed by Crown Agents. In the event of failure of the Goods during independent tests and analyses, the Supplier shall bear the cost of supply and transport of samples and the costs of such additional tests and analyses will be borne by the Supplier.

10.5 Notwithstanding any inspection or testing of the Goods, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and Crown Agents shall have the right to conduct further inspections and tests at the Supplier's cost after the Supplier has carried out its remedial actions.

11. IMPORT SERVICES

11.1 The Supplier shall provide any further support required by Crown Agents and/or any End User in relation to the importation and customs clearance of the Goods into Ukraine.

12. DOCUMENTATION

12.1 All documentation required by Crown Agents in order to establish the quantity and quality of the Goods delivered and otherwise in respect of the dispatch, shipping, export, import, delivery and invoicing of the Goods ("Documentation") shall be provided at the time and in such manner specified in the Contract and/or in accordance with such written instructions regarding the Documentation issued by Crown Agents from time to time.

12.2 If an export licence is required from the country of manufacture or export, the provision and costs of provision of such a licence shall be the responsibility of the Supplier.

12.3 Notwithstanding the provisions of the agreed applicable Incoterm (as set out in clause 13.1) and/or any contract of carriage entered into by the Supplier in connection with the delivery of the Goods, the Supplier shall promptly pay any demurrage, per diem and detention charges and any similar charges levied by a carrier and/or by any port authority where such charges are levied as a result of the Supplier's late or non-compliant submission of relevant documentation or where such



- charges are levied as a result of the Supplier's breach of the Supplier's obligations pursuant to the Contract or as a result of the Supplier's negligence.
- 12.4 Without prejudice to clause 12.3, should Crown Agents or any End User incur any demurrage costs or other charges referred to in clause 12.3 or incur any expense in connection with dealing with any claim in connection with such charges, Crown Agents shall have the right to recover such charges and expenses from the Supplier as a debt or by way of deductions from any payment owed to the Supplier.
- 13. DELIVERY**
- 13.1 Delivery of the Goods shall be made by the Supplier DAP (Incoterms® 2010), with the qualification in relation to the passing of title set out in clause 13.5, to the required Delivery Location and otherwise in the manner and at the time specified in the Contract. Time of delivery is of the essence.
- 13.2 Where the terms of the agreed Incoterm conflict with the express provisions of the Contract, the express provisions of the Contract shall prevail.
- 13.3 Following the proper delivery of the Goods in accordance with the Contract, the Required Delivery Certification shall be signed by or on behalf of Crown Agents.
- 13.4 Crown Agents shall not be deemed to have approved of or accepted any Goods by signing the Required Delivery Certification. Without prejudice to any other rights or remedies of Crown Agents and in particular those set out in clauses 13.9 and 17, Crown Agents shall have the right to reject any Goods that are rejected by End Users or which otherwise do not conform to the requirements of the Contract, and where it does so the Supplier shall be obliged to collect and take back or destroy the Goods at its own cost.
- 13.5 Risk of loss or damage of the Goods and title to the Goods shall pass to Crown Agents immediately on signing by an authorized representative of Crown Agents of the Required Delivery Certification, or if earlier on the relevant End User certifying to Crown Agents its acceptance of the Goods.
- 13.6 In the course of storage, transportation and delivery of the Goods, the Supplier will observe all relevant storage and temperature conditions required for the given Goods including those stated in the Special Conditions. Information regarding the required temperature conditions must be affixed to the packaging.
- 13.7 The Supplier shall provide reports on the progress of the Contract in such form as may be required by Crown Agents. If, at any time during the performance of the Contract, the Supplier is unable to deliver the



- Goods within the time or times specified in the Contract, the Supplier shall immediately give notice of the delay in writing to Crown Agents with an explanation of the cause. The submission and acceptance of these reports and/or notices shall not prejudice the rights of Crown Agents under the Contract (including without limitation, those rights set out in clauses 17, 18 and 20).
- 13.8 Delivery of the Goods, or any instalment thereof, shall be considered complete only when all the requirements of the Contract have been completed, including when the Required Delivery Certification and all other documentation required to be provided by the Supplier has been signed by Crown Agents.
- 13.9 If the Goods are not delivered in accordance with the Contract, the Supplier shall be liable for any loss or expense arising as a result, including any liability Crown Agents may have to an End User. Crown Agents shall not be liable for any expenses arising from non-delivery or delay in delivery due to lack of shipping opportunities or any similar cause, and the Goods shall remain at the risk and expense of the Supplier until delivery has been completed in accordance with the Contract.
- 13.10 Should any VAT, tax or other duty, be payable on the Goods in the Supplier's country of origin, then the Supplier shall be responsible for making any such payment.
- 13.11 The Supplier will label all Goods in accordance with all Applicable Laws, the Special Conditions and the requirements of an End User and Relevant Registration Authority.
- 13.12 Each consignment of Goods shall be marked in accordance with the requirements of the Special Conditions and with all other information necessary or desirable for the proper and safe administration, storage and identification of all deliveries of the Goods. The Supplier shall also comply with all specific instructions given by Crown Agents in relation to labelling from time to time.
- 14. TITLE AND INTELLECTUAL PROPERTY RIGHTS**
- 14.1 The Supplier represents and warrants that it has full clear and unencumbered title to the Goods and that at the date of delivery of the Goods it shall have full and unrestricted rights to sell and transfer the Goods to Crown Agents for onward supply to the End Users.
- 15. USE OF DOCUMENTS, INFORMATION, ETC**



- 15.1 Except with the prior written agreement of Crown Agents, the Supplier shall not disclose any information or matter concerning Crown Agents or an End User, including the existence of the Contract, or any provision thereof, or any specification, plan, sample or information issued or furnished by or on behalf of Crown Agents, to any person, other than a person employed by the Supplier in carrying out the Contract. Disclosure to any such person shall only be to the extent as may be necessary for the purposes of the Contract.
- 15.2 Except with the prior written agreement of Crown Agents the Supplier shall not make use of any Documentation, information, specification or other thing mentioned in clause 15.1 otherwise than for the purpose of performance of the Contract.
- 15.3 The Supplier shall ensure that its officers, employees, agents, suppliers and sub-contractors comply with the confidentiality obligations set out in this clause 15.
- 15.4 Documentation, specifications, plans or samples mentioned in clause 15.1 and all Intellectual Property Rights arising in the same will at all times remain the exclusive property of Crown Agents (or an End User as the case may be) and must be returned (with all copies made) to Crown Agents on completion of the Contract or otherwise upon request.

16. PAYMENT

- 16.1 Unless otherwise specified in the Contract, the Contract Price is fixed and inclusive of all charges for packing, packaging, shipping, carriage, labelling, import and export duties and delivery and any other applicable duties and taxes.
- 16.2 The time for payment of the Contract Price after completion of the Supplier's obligations as described in Clause 13 in respect of delivery of the Goods and completion of any services, or where part deliveries are indicated in the Contract, in proportion to each part delivery, shall be stated in the Contract.
- 16.3 Whenever any sums shall be recoverable from or payable by the Supplier, such sums may be deducted from any sum due to the Supplier, or which may become due under any other contract with Crown Agents.

17. NON-COMPLIANCE

- Without prejudice to any other claims, rights and remedies of Crown Agents:
- 17.1 Delay - If the Supplier fails to deliver the Goods at the required Delivery Location by the date specified in the Contract or otherwise applicable, the Supplier shall:
- a. immediately inform Crown Agents, and;



- b. reimburse Crown Agents for all additional costs incurred arising out of the Supplier's failure to deliver on time.
- 17.2 Short delivery - If the Supplier fails to deliver the correct volume of Goods as specified in the Contract or otherwise applicable, the Supplier shall:
- a. ensure that an authorised representative of Crown Agents signs to acknowledge the shortage;
- b. arrange at its own cost to deliver Goods to make up the shortfall as soon as possible; and
- c. reimburse Crown Agents for all additional costs incurred arising out of the Supplier's failure to deliver the correct volume of Goods.
- 17.3 If the Supplier fails to deliver the correct Goods as specified in the Contract or otherwise applicable including inconsistency with the trade name, any official documentation or other administrative or labelling errors, or makes some other error in delivery, Crown Agents may reject all or part of the entire consignment of Goods delivered (at Crown Agents' discretion) and the Supplier shall:
- a. collect such incorrect Goods at its own cost;
- b. arrange at its own cost to deliver the correct Goods as soon as possible; and
- c. reimburse Crown Agents for all additional costs incurred arising out of the Supplier's failure to deliver the correct Goods.
- 17.4 Quality - If the Goods fail to meet the quality criteria set out in this Contract, including clause 8, Crown Agents may reject all or part of the entire consignment of Goods delivered (at Crown Agents' discretion) and the Supplier shall:
- a. collect such non-conforming Goods at its own cost;
- b. arrange at its own cost to deliver the correct Goods as soon as possible; and
- c. reimburse Crown Agents for all additional costs incurred arising out of the Supplier's failure to deliver conforming Goods.
- 17.5 In addition to the rights set out above, if the Supplier fails to supply Goods in accordance with the Contract or otherwise breaches any terms of the Contract, then without limiting its other rights or remedies Crown Agents shall have one or more of the following rights:
- a. to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- b. to require the Supplier to replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;



- c. to recover from the Supplier any costs incurred by Crown Agents or any End User in obtaining substitute goods from a third party;
- d. to claim damages for any additional costs, loss or expense incurred by Crown Agents or any End User which are in any way attributable to the Supplier's failure to comply with its obligations under the Contract; and/or
- e. if the Supplier's failure amounts to a material breach of Contract, to terminate the Contract with immediate effect by giving written notice to the Supplier.

18. INDEMNITY

18.1 The Supplier shall indemnify and keep indemnified Crown Agents, all End Users and each of their Affiliates (each an "Indemnified Party") in full against all costs, expenses, damages and losses (whether direct or indirect), including, without limitation, any interest, fines and penalties (including any governmental or regulatory fines imposed in Ukraine), legal and other professional fees and expenses awarded against or incurred or paid by an Indemnified Party as a result of or in connection with:

- a. the Supplier's failure to fulfil its express or implied obligations under the Contract;

- b. any claim against Crown Agents by an End User caused by the Supplier supplying any Defective Products, which for the avoidance of doubt includes any Goods with latent defects;

- c. any claim made against an Indemnified Party by a third party for death, personal injury or damage to property arising out of or in connection with the Supplier supplying Defective Products, except to the extent that the defect in the Goods is attributable to the acts or omissions of an Indemnified Party;

- d. any claim made against an Indemnified Party arising out of, or in connection with, the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and

- e. any claim made against an Indemnified Party for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with, the manufacture, supply or use of the Goods.

19. COMPENSATION FOR DELAY

19.1 The right to compensation in this clause 19 is a non-exclusive remedy for delay and is without prejudice to any other rights or remedies of Crown Agents, including the



provisions of clause 17 and the right to recover under the indemnity in clause 18.

- 19.2 Subject to clause 19.1, if the Supplier fails to complete delivery within the time or times specified in the Contract, then Crown Agents may at its option, recover from the Supplier as a debt or deduct from any payment owed to the Supplier one per cent of the value of the Goods which are delayed per week up to a maximum of ten per cent of the value of the Goods.
- 19.3 The Supplier shall not be liable to pay compensation pursuant to this clause 19 where delay in delivery of the Goods has been caused by Crown Agents or an End User preventing the Supplier from delivering the Goods.
- 19.4 The Supplier shall not be liable to pay compensation pursuant to this clause 19 where delay in delivery of the Goods is as a result of a Force Majeure event or situation (as defined in clause 21.1).
- 19.5 Crown Agents shall have the right to recover or deduct the compensation in this clause from the Supplier in accordance with this clause 19 notwithstanding the termination of the Contract.
- 19.6 For the avoidance of doubt, the right to compensation under this clause 19 shall be in addition to all other rights and remedies of Crown Agents (but not so that double recovery for the same loss is made), and in particular the payment of this compensation

shall not prevent Crown Agents from recovering in addition in respect of the actual costs, losses and liabilities incurred by it as a result of such delay. The Supplier agrees and acknowledges that any such compensation (or any other compensation set out in the Contract) will be considerably less than the likely costs, losses and liabilities that Crown Agents will incur as a result of the delay and that such compensation shall not operate as liquidated damages or any form of limitation on the liability of the Supplier.

20. TERMINATION

- 20.1 Without prejudice to any other right or remedy that Crown Agents may have, Crown Agents may by written notice to the Supplier, terminate the Contract with immediate effect in whole or in part if:
- a. the Supplier fails to deliver any or all of the Goods within the time or times specified in the Contract;
 - b. the Supplier fails to perform any of its obligations under the Contract;
 - c. an order is made or a resolution is passed for the winding up of the Supplier, or an order is made for the appointment of an administrator to manage the affairs, business and property of the Supplier, or such an administrator is appointed, or a receiver is appointed of any of the Supplier's assets or undertaking, or



- circumstances arise which entitle a court or a creditor to appoint a receiver or manager or which entitle a court to make a winding-up order, or the Supplier takes or suffers any similar or analogous action in consequence of debt, or an arrangement or composition is made by the Supplier with its creditors or an application to a court for protection from its creditors is made by the Supplier (or any step is taken in any jurisdiction that is the same or similar in effect to any of those set out above);
- d. the Supplier suspends or ceases, or threatens to suspend or cease, payment of its debts or to carry on all or a substantial part of its business or is unable to pay its debts as they fall due or admits inability to pay its debts.
- e. the Supplier assigns or sub-contracts any of the rights or obligations of the Contract without the prior written agreement of Crown Agents;
- f. the Supplier fails to comply with any notice from Crown Agents requiring it to make good any failure to perform its obligation under the Contract;
- g. there is any change in the legal personality, nature or control of the Supplier or any of its Affiliates which could, in Crown Agents' opinion, affect the ability of the Supplier to fulfil its obligations under the Contract;
- h. any adverse final judgement is made in respect of any offence relating to the professional conduct of the Supplier or any of its Affiliates;
- i. the Supplier or any of its Affiliates have, in the opinion of Crown Agents, engaged in or are threatening to engage in a corrupt or fraudulent practice in competing for or obtaining or executing the Contract;
- j. the Supplier or any of its Affiliates have a conflict of interest as referred to in clause 23.
- 20.2 Where Crown Agents terminates the Contract in whole or in part for breach or default, without affecting its other rights or remedies, Crown Agents may purchase elsewhere goods similar to those in the Contract and the Supplier shall pay Crown Agents any costs over the Contract Price incurred for such goods. The Supplier shall continue performance of that part of the Contract not terminated.
- 20.3 Crown Agents reserves the right to terminate the Contract in whole at any time, or in part from time to time, for its sole convenience. In the event of such termination, the Supplier shall immediately stop all work or cease deliveries under the Contract and shall immediately cause any and all of its suppliers and sub-contractors to cease work. Subject to the terms of the Contract, the Supplier shall be paid a percentage of the Contract Price reflecting the percentage of the work performed or Goods delivered prior to the notice of termination, plus reasonable charges which the Supplier can demonstrate



- to Crown Agents satisfaction which have resulted from the termination. The Supplier shall not be paid for any work performed or costs incurred which could reasonably have been avoided.
- 20.4 Any provision of the Contract which expressly or by implication is intended to come into or continue in force on or after termination of the Contract including clauses 1, 2, 5, 7, 8, 9, 12, 14, 15, 17, 18, 19, 20, 23, 24, 25, 30, 31, 32, 33 and 34 shall remain in full force and effect after termination of the Contract.
- 20.5 Termination of the Contract, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination or any other rights or remedies of Crown Agents.
- 21. FORCE MAJEURE**
- 21.1 For the purpose of this clause, a “Force Majeure” event or situation is an event or situation that is beyond the control of the Supplier, that is not foreseeable, is unavoidable, and its occurrence is not due in whole or in part to the negligence or lack of preparation or lack of care on the part of the Supplier, its contractors, agents or suppliers, such as:
- a) acts of God, flood, drought, earthquake or natural disaster;
 - b) epidemic or pandemic;
 - c) terrorist attack, civil war, civil commotion, or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; or
 - d) nuclear, chemical or biological contamination or sonic boom.
- 21.2 Non-performance or delay by a sub-contractor, agent or supplier shall not constitute a Force Majeure event.
- 21.3 The Supplier shall not be liable for failure to perform the Contract to the extent that such failure is a direct result of a Force Majeure event or situation provided the Supplier notifies Crown Agents in writing within five (5) days of such event or situation arising specifying the nature and extent of the event or situation and the cause thereof. Unless otherwise directed by Crown Agents in writing, the Supplier shall use all reasonable endeavours to mitigate the effect of the Force Majeure event or situation to carry out its obligations under the Contract in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- 21.4 The Supplier cannot claim relief if the Force Majeure event or situation is attributable to the Supplier’s wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure event or situation.



- 21.5 The Supplier cannot claim relief if the Force Majeure event or situation is one where a reasonable supplier should have foreseen and provided for the cause in question.
- 21.6 In case of dispute as to whether or not a Force Majeure event or situation has arisen, Crown Agents' opinion shall be final.
- 22. NOTICES**
- 22.1 A notice or other communication given to a party under the Contract shall be in writing and shall be given in any manner set forth below to the following address:
- (i) for Crown Agents:
- to the physical address or e-mail address provided by Crown Agents in the Contract.
- (ii) for the Supplier:
- to either the physical address or e-mail address provided by the Supplier in any bid, quote or signed Contract Acknowledgement sent to Crown Agents.
- 22.2 If a notice or other communication has been properly sent or delivered in accordance with this clause it will be deemed to have been received as follows:
- (i) if delivered by commercial courier, on the date and at the time of signature of the courier's receipt;
- (ii) if sent by e-mail, at the time of transmission (it being agreed that the burden of proving receipt will be on the sender and will not be met solely by a read receipt or sent items report generated by the sender's computer).
- 22.3 If deemed receipt is not within business hours (meaning unless otherwise agreed in writing by the Supplier and Crown Agents) 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt, the notice or other communication is deemed to have been received when business next starts in the place of receipt.
- 22.4 For the purposes of this clause all times are to be read as local time in the place of deemed receipt.
- 22.5 Either party may by notice to the other change the address or e mail address details at which notices or other communications are to be given to it.
- 23. CONFLICT OF INTEREST**
- 23.1 Neither the Supplier nor any of the Supplier's officers, employees, agents, suppliers or subcontractors shall engage in any personal, business or professional activity which conflicts or could conflict with any of the Suppliers' obligations under the Contract.
- 23.2 Without prejudice to the provisions of clause 23.1, the Supplier shall notify Crown Agents immediately of



- any actual or potential conflict together with recommendations as to how the conflict can be avoided.
- 23.3 The Supplier shall ensure that its officers, employees, agents, suppliers and subcontractors comply with the provisions of this clause.
- 24. CORRUPTION AND FRAUDULENT PRACTICES**
- 24.1 The Supplier warrants and undertakes that it has not and shall not:
- a. offer or agree to give any person working for or engaged by an End User or Crown Agents any gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to the Contract, or any other agreement with the Supplier, including the award of the Contract to the Supplier and any of the rights and obligations contained within it; nor
 - b. enter into the Contract if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by an End User or Crown Agents by or for the Supplier, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to Crown Agents and accepted by Crown Agents in writing before execution of the Contract.
- 24.2 The Supplier shall, if requested by Crown Agents, make a declaration in a form acceptable to Crown Agents that it has not made any bribe or facilitation payment on Crown Agents' behalf or on behalf of any End User.
- 24.3 If the Supplier (including any Supplier, employee, sub-contractor or agent, in all cases whether or not acting with the Supplier's knowledge) breaches:
- a. any of the provisions of this clause 24; or
 - b. any of the provisions of the Bribery Act 2010 or any anti-corruption legislation in force in Ukraine relevant to the Contract.
- Crown Agents may terminate the Contract by written notice with immediate effect.
- 24.4 Any termination under clause 24.3 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to Crown Agents or any other rights or remedies of Crown Agents.
- 24.5 Notwithstanding clause 33 (Dispute Resolution), any dispute relating to:
- a. the interpretation of clauses 24.1 to clause 24.3 inclusive; or
 - b. the amount or value of any gift, consideration or commission
- shall be determined by Crown Agents and the decision shall be final and conclusive.
- 24.6 Crown Agents will not make payments to bank accounts in countries where the Supplier is not



domiciled unless the Supplier provides written evidence satisfactory to Crown Agents that the payment is not contrary to the taxation laws and/or foreign exchange controls of the Supplier's country of domicile. Crown Agents reserves the right to refuse to make payments to such bank accounts in any event.

25. NO WAIVER

25.1 No failure or delay by Crown to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

26. ENTIRE AGREEMENT

26.1 The Contract (together with the documents referred to in it) constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in them and supersedes any previous agreement or understanding between the parties relating to such matters. Each of the parties represents and agrees that in entering into the Contract it does not rely on and will have no remedy in respect of, any statement,

representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Contract or not) other than expressly made in the Contract. No variation of these conditions shall be effective unless expressly agreed in writing by Crown Agents and the Supplier.

27. VARIATION

27.1 No variation in or modification of the terms and conditions of the Contract shall be effective unless made by written agreement signed by both Crown Agents and the Supplier.

28. SEVERANCE

28.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision, shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

28.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.



29. ASSIGNMENT AND SUB-CONTRACTING

- 29.1 The Supplier shall not assign or sub-contract in whole, or in part, or otherwise dispose of any interest in the Contract, without the prior agreement in writing of Crown Agents.

30. THIRD PARTY RIGHTS

- 30.1 The parties to the Contract agree that each End User is intended to benefit from and enforce the terms and conditions of the Contract benefitting Crown Agents as a third party pursuant to the Contracts (Rights of Third Parties) Act 1999, save that only one of Crown Agents or the relevant End User may recover damages from the Supplier in respect of a specific loss. No consent of any End User is required to rescind or vary the Contract at any time. If for any reason an End User is prevented from enforcing the Contract in the manner envisaged by this clause, Crown Agents shall have the right, but not the obligation, to enforce the relevant terms and conditions of the Contract against the Supplier and to recover the losses of the End User, which shall be treated as the losses of Crown Agents.
- 30.2 Except as expressly provided in this clause 30, a person who is not a party to the Contract shall not have any rights under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this Contract, but this does

not affect any right or remedy of a third party which exists, or is available, apart from that Act.

31. SET OFF

- 31.1 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against Crown Agents or an End User in order to justify withholding payment of any such amount in whole or in part. Crown Agents or an End User may, without limiting its other rights or remedies, set off any amount owing to them by the Supplier against any amount payable by them to the Supplier.

32. CUMULATION OF REMEDIES

- 32.1 Save as expressly provided in the Contract, the rights and remedies provided to Crown Agents under the Contract are cumulative and are not exclusive of any right or remedy provided by law. No exercise by a party of any one right or remedy shall (save unless expressly provided otherwise in the Contract) operate so as to hinder or prevent the exercise by it of any other right or remedy.

33. DISPUTE RESOLUTION

- 33.1 The parties shall make reasonable efforts to resolve amicably any dispute or claim arising under or in



- connection with the Contract, its breach or its termination.
- 33.2 The Supplier shall participate at its own cost in any such efforts required by Crown Agents and/or an End User, and it is acknowledged that participation may be required in Ukraine or any other location.
- 33.3 In the case of disputes concerning the technical conformity or quality of any of the Goods, the Supplier acknowledges that Crown Agents and/or an End User has the right to refer the matter to an independent laboratory acceptable to the WHO Department of Essential Medicines and Pharmaceutical Policies for resolution. The Supplier agrees to participate in and cooperate with all such investigations at its own cost and agrees that the determination of the relevant laboratory shall be final and binding.
- 33.4 Where Crown Agents is or maybe involved in a dispute with an End User which directly or indirectly concerns the Contract or the Goods, the Supplier agrees to participate at its own cost in any arbitration proceedings or other dispute resolution forums chosen by Crown Agents or any End User in relation to that dispute.
- 33.5 Except as provided in clauses 33.1 to 33.4, the parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation

(including non-contractual disputes or claims) save that nothing in this clause 33 shall restrict Crown Agents from bringing proceedings in any jurisdiction it sees fit.

34. LAW

- 34.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England



Appendix E: Manufacturer's Authorisation Form

MANUFACTURER'S AUTHORISATION FORM *(where applicable)*

(To be submitted in the English language and to cover all items for which you are quoting)

(Manufacturer's or Producer's Letterhead)

To: Crown Agents Limited
Blue Fin Building
110 Southwark Street
London
SE1 0SU

WHEREAS *(insert the name of the manufacturer or producer)* (hereinafter 'we' or 'us') who are established and reputable manufacturers or producers of *(insert name and/or description of the Goods requiring this authorisation)* (hereinafter 'Goods') having production facilities at _____ do hereby authorise *(name and address of bidder)* to submit a tender, and subsequently negotiate and sign the contract against the ITB (110496D/0001/001) **procurement of hard & software for National Public Broadcaster of Ukraine (NPBU)**.

We hereby extend our full Warranty for the above specified Goods against this ITB document.

For and on behalf of Manufacturer or Producer

Signed: _____

Dated: _____

In the capacity of: _____

And duly authorised to sign this Authorisation on behalf of: _____