

All-Ukrainian public organization
"Ukrainian association of information technology professionals"
(UAITP)

“CERTIFIED”

Vice-President UAITP

Bronin Sergiy

November 14, 2016

Tender documents for goods purchasing:

Computer equipment for higher educational establishments of Ukraine, participants of the project
561728-EPP-1-2015-1-ES-EPPKA2-CBHE-JP

”GameHub: University-enterprises cooperation in game industry in Ukraine”

**CODE IN THE STATE CLASSIFICATION 016- 2010- 26.20.1 – COMPUTING MACHINERY,
PARTS AND ACCESSORIES TO IT, CODE IN THE STATE CLASSIFICATION 021:2015-
30200000-1 – COMPUTER EQUIPMENT AND ACCESSORIES.**

No.	Section I. General provisions	
1.	Terms, which are used in tender documents	Tender documents are prepared in accordance with the requirements of the Law of Ukraine “On public purchasing” (hereinafter – the Law) No. 922-VIII adopted on December 25, 2015. The terms, used in these tender documents, have the meanings, determined by the Law.
2.	Information about tender client	
2.1.	Full name	All-Ukrainian public organization "Ukrainian association of information technology professionals" (UAITP)
	Address for contact	UAITPorg@gmail.com
2.3	Client’s official, authorized to contact with participants:	Vice-President UAITP, Bronin Sergiy
3.	Purchasing process	Open tender
4.	Information about purchasing subject	
4.1.	Name of the purchasing subject	Computer equipment for the higher educational establishments of Ukraine, participants of the project 561728-EPP-1-2015-1-ES-EPPKA2-CBHE-JP ”GameHub: University-enterprises cooperation in game industry in Ukraine” code in the State Classification 016- 2010- 26.20.1 – Computing machinery, parts and accessories to it, code in the State Classification 021:2015- 30200000-1 – Computer equipment and accessories.
4.2.	Description of the particular part (parts) of the purchasing subject (lot), concerning which tender proposals may be offered	Lot 1 – Equipment and software for the Donetsk National Technical University Lot 2 - Equipment and software for Vasyl Stefanyk Precarpathian National University Lot 3 - Equipment and software for the Kyiv National University of Constructure and Architecture Lot 4 - Equipment and software for the Odessa National Polytechnic University Lot 5 - Equipment and software for the National Technical University “Kharkiv Polytechnic Institute” Lot 6 - Equipment and software for Kherson National Technical University
4.3.	Place, quantity, volume of goods delivery (services delivery, work performance)	Higher educational establishments of Ukraine, participants of the project 561728-EPP-1-2015-1-ES-EPPKA2-CBHE-JP ”GameHub: University-enterprises cooperation in game industry in Ukraine”
4.4.	Term of goods delivery (services delivery, work performance)	within 60 days after signing the contract
5.	Non-discrimination of participants	Domestic and foreign participants of all forms of ownership and all business legal structures shall take part in the purchasing process on equal terms.

		<p>Documents, filed by a foreign legal entity, shall be formalized as required by the existing laws of Ukraine.</p> <p>Participants, which are not residents to meet the requirements of filing the documents, required by the Appendix 2 of this document, file documents under the law of the state where they are registered with the relevant explanations:</p> <ul style="list-style-type: none">- in case of document analogue filing or in case of the absence of such a document and its analogue, non-resident participant should add an explanatory note referring to the regulatory legal acts of the state, which he is resident of;- if the law of the state, where the non-resident participant is registered, does not provide delivery of the relevant documents, a participant shall provide an explanation letter, in which he indicates legal grounds of not providing documents, required by the Appendix 2.
6.	Information about the currency, which shall be used for estimating and specifying of the tender proposal price	Tender proposal price is euro , currency of the European Union.
7.	Information about language (languages), which shall be used for making of the tender proposals	During the purchasing processes, all documents, prepared by the participant and the client, shall be done in Ukrainian or English. The following documents shall not be translated into Ukrainian or English: original documents, documents on the blanks of standard and specialized forms, as well as those, done in the foreign language and simultaneously in Ukrainian (Russian) and other printed sources of literary information such as brochures, passports for equipment, equipment service manuals, and so on. The documents, done in another foreign language than English, should have an authentic translation into Ukrainian. Text, done in Ukrainian, is determinative.
Section II. Procedure of making changes and providing explanations to the tender documents		
1.	Procedure of providing explanations concerning tender documents	<p>Natural person or legal entity is entitled not later than 10 (ten) days before the expiry of the terms of tender proposals making to apply to the client for explanations concerning tender documents.</p> <p>Client should within three (3) working days from the date of proposals receipt provide the explanations concerning the appeal and send these explanations to all participants who stated their intention to participate in the purchasing.</p> <p>In case of delay or failure of providing client’s explanations concerning the content of the tender documents, term for tender proposals making shall be extended for a period not less than seven days.</p>
2.	Making changes to the tender documents	<p>The Client has the right on his or her own initiative or according to the results of appeals or on the ground of the decision of the appeal authority to make changes to the tender documents.</p> <p>In case of making changes to the tender documents, term for tender proposals making shall be extended in such a way that after making changes to the tender documents it will be not less than seven days to the expiry of the term of tender proposals making.</p>

		<p>The changes, made by the client to the tender documents, shall be sent to the potential tender participants in a new edition of the tender documents in addition to the initial edition of the tender documents. The client together with the changes to the tender documents shall publish in a separate document a list of made changes.</p> <p>The provisions of the tender documents, to which changes are made, are indicated as crossed out data and should be available for viewing after the changes making to the tender documents.</p> <p>Stated information is published by the client according to the Article 10 of the Law.</p>
Section III. Instruction for the preparation of the tender proposal		
<p>1.</p>	<p>Content and method of the tender proposal making</p>	<p>The participant should send to the Client's e-mail all the documents, provided by these tender documents before the final date of tender proposals making.</p> <p>The tender proposal shall be made by sending an e-mail to the Client. Documents shall be provided in a scanned form of the Portable Document Format (PDF):</p> <ol style="list-style-type: none"> 1) The tender proposal, according to the form provided in the Appendix №1 of these tender documents. In the column "Price" the total value of the purchasing subject without VAT is indicated. 2) information and documents, which confirm the compliance of the participant to the qualification criteria and requirements, stated in the Article 17 of the Law, under the Section I of the Appendix 2 to this documents; 3) certificate that the participant agrees with the draft contract, stated in the Appendix 4; 4) documents, which confirm the authorities of the official or representative of the purchasing process participant concerning the signing of the tender proposal documents; <p>Authorities in respect of signing of the tender proposal documents of the purchasing process participant shall be confirmed by:</p> <ul style="list-style-type: none"> ➤ protocol (extract from protocol) of the founders and order to appoint a participant's official or, ➤ letter of attorney to represent participant's interests and right to sign documents and the documents, which confirm the authorities of the participant's official, who signs a letter of attorney (protocol/extract from protocol of the founders and a copy of the order to appoint a participant's official) <ol style="list-style-type: none"> 5) documents, which confirm the compliance of the participant's proposal to technical, qualitative, quantitative and other requirements to the purchasing subject in accordance with the Appendix 3 of these tender documents.

		<p>Each participant has the right to make only one tender proposal. If a formal (insufficient) mistake is found in the made tender proposal, this proposal shall not be cancelled.</p> <p>Formal (insufficient) mistakes are not connected with tender proposal formulation and have not an effect on proposal contest, for example: technical mistakes and clerical errors in documents, prepared by a participant in accordance with the requirements of these tender documents.</p>
2.	Providing of tender proposal	Providing of proposals of the competitive tenders are not required.
3.	Conditions of return or non-return of the providing of tender proposal	Not required.
4.	Term of tender proposals validation	<p>Tender proposals are valid during 90 (ninety) calendar days from the date of tender proposals disclosure. By the end of this period the client has the right to require the term extension of tender proposals from the participants.</p> <p>The participant has the right to:</p> <ul style="list-style-type: none"> • reject such a request, not losing the made by him or her tender proposal providing; • agree with a request and continue a term of made by him or her tender proposal and tender proposal providing
5.	Qualification criteria to the participants and requirements, as established in the Article 17 of the Law	<p>The client requires from the tender participants to give documented information about their eligibility to the qualification criteria in accordance with the Article 16 and the requirements, as established in the Article 17 of the Law (except paragraphs 1 and 7 of the first part of the Article 17 of the Law), stated in the Section I of the Appendix 2 of these tender documents.</p> <p>Information about the absence of the grounds, specified in the first and the second parts of the Article 17, is provided to the participants in any form or in the form of Certificate on absence of grounds for refusal to participate in the purchasing process, stated in the Appendix 2 of these tender documents.</p> <p>The client does not require documented information on compliance with the requirements of the Article 17, if such information is available in the open unified state registers, access to which is free.</p> <p>The trade winner in a period of no more than five days after the date of publication of notification about the intention to enter into a contract on the website, should provide to the client the documents, which certify the absence of the grounds, specified in the first and the second paragraphs of the Article 17 of the Law, stated in the Section II of the Appendix 2 of these tender documents.</p>
6.	Information about technical, qualitative and quantitative characteristics of the purchasing subject	Participants of the purchasing process should provide with the tender proposals the documents, which confirm the compliance of the participant's tender proposal with technical, qualitative, quantitative and other requirements to the purchasing subject, stated in the Appendix 3 of these tender documents.
7.	Information about subcontractor (in	In case of works purchasing, the participant states in the tender proposal the full name and location of each entity, which the participant plans to

	case of works purchasing)	involve as a subcontractor to perform work in the amount of not less than 20 percent of the purchase contract value.
8.	Making changes or cancellation of participant's tender proposal	The participant has the right to make changes or cancel his or her tender proposal before the term expiry of its making without losing his or her tender proposal providing. Such changes or application on tender proposal cancellation shall be taken into account if they are received by the Client before the finishing of term to make tender proposals.
Section IV. Making and disclosure of tender proposals		
1.	Final term to make tender proposals	<p>Final term to make tender proposals is:</p> <p>20.12.2016 at 10.30 am by Kyiv time.</p> <p>Received tender proposals should be filed in the register of proposals. The client creates and sends the message to the participant about receiving his or her proposal, stating date and time. Tender proposals, received by the Client after the finishing of term, will not be accepted and will be automatically returned to participants who filed them.</p>
2.	Date and time of tender proposal disclosure	20.12.2016 at 11.30 am by Kyiv time.
Section V. Tender proposal evaluation		
1.	List of criteria and method of tender proposal evaluation, stating criteria specific weight	<p>Tender proposals evaluation shall be carried out by the Client on the basis of criteria and evaluation method, specified by the Client in the tender documents.</p> <p>According to the Part 1 of the Art. 28 of the Law, tender proposals evaluation shall be carried out on the basis of a single criterion of the tender proposal price. The total value of purchasing subject excluding value added tax (VAT) shall be used as the tender proposal price.</p>
2.	Other information	<p>The participant shall bear all costs associated with obtaining of all necessary permits, licenses, certificates and other documents relating to the filing of the tender proposal.</p> <p>Participant's costs associated with the preparation and filing of the tender proposal shall not be reimbursed (in case of cancellation of the tender or recognition that the tender was not performed as well).</p> <p>The participant shall be responsible for the accuracy of the information provided in his or her tender proposal.</p>
3.	Cancellation of tender proposals	<p>Tender proposal shall be cancelled by the client if:</p> <ol style="list-style-type: none"> 1) The Participant: <ul style="list-style-type: none"> • does not meet the qualification criteria, as established in the Article 16 of the Law; • did not make a tender proposal providing, if such providing was required by the client; 2) The winner: <ul style="list-style-type: none"> • refused to sign the purchase contract in accordance with the requirements of the tender documents or refused to conclude a purchasing contract; • did not file the documents, which confirm the absence of grounds, provided by the Article 17 of the Law;

		<p>3) Available grounds, stated in the Article 17 and the seventh part of the Article 28 of the Law.</p> <p>4) Tender proposal does not meet the requirements of the tender documents.</p> <p>Information about the tender proposal cancellation within one day after the day of decision making shall be sent to the participant/winner, whose tender proposal is cancelled.</p> <p>Note*: In case of cancellation of the tender proposal, which was determined as the most cost-effective one in accordance with evaluation results, and in case of consideration of the following tender proposal, made in compliance with criteria according to the evaluation results, the participant, whose proposal is the next, shall give (sent to the Client) a notification during the 1st working day after the publication of information about the cancellation of the participant's tender proposal, i.e. on the next working day.</p>
Section VI. Tender results and purchasing contract conclusion		
1.	Trade cancellation by the client or recognition of the trade as not performed	<p>The Client shall cancel the tender if:</p> <ul style="list-style-type: none"> • there is no need for goods, works and services purchasing; • the violations, which arose because of the found violations of legislation on public purchasing, cannot be eliminated; • the procedure of publishing of the notification about the purchasing process and an intention to conclude a contract, provided by the Law, was breached; • less than two tender proposals, and in the case of purchasing in accordance with the framework agreements with several participants - less than three tender proposals were filed to participate in the trade; • less than two tender proposals, and in the case of purchasing in accordance with the framework agreements with several participants - less than three tender proposals, were admitted to evaluation; • all tender proposals were cancelled in accordance with the Law; <p>Trade may be cancelled in part (by lot).</p> <p>The Client has the right to recognise the trade as not performed, if:</p> <ul style="list-style-type: none"> • the price of the most cost-effective tender proposal is more then the amount, provided by the client to finance the purchase; • purchasing has become impossible due to force majeure; • spending on goods and services purchasing was reduced; • the customer has the right to recognise the trade as not performed in part (by lot); <p>Notification about trade cancellation or recognition of it as not performed shall be published by the client within one day after the day of his relevant decision making and shall be automatically sent to all the participants by email.</p>
2.	Terms of the contract conclusion	<p>The winner of the trade in a period no more than five days from the date of the Client's letter receipt with notification about an intention to conclude a contract should file for the Client the documents, which confirm the absence of the grounds, specified in the first and the second paragraphs of the Article 17 of the Law, stated in the Section II of the</p>

		<p>Appendix 2 of the tender documents, product specification in accordance with the purchasing subject value (indicating the value of each item of goods), suggested by the participant, and two copies of the Contract, signed by him or her, terms of which meet the conditions of the client's tender documents and the participant's tender proposal, with an accompanying letter in the name of Bronin Sergiy.</p> <p>The procurement contract is concluded with the participant, who is determined as the trade winner, during the term of his proposal not later than twenty days from the day of the decision making about an intention to conclude the purchasing contract in accordance with the requirements of the tender documents and the proposal of the winning participant; To ensure the right to appeal the client's decisions, the purchasing contract cannot be concluded earlier than ten days after the date of publication on the website of the Client's notice about an intention to conclude the purchasing contract</p>
3.	Draft of the purchasing contract	Draft of the contract (Appendix 4) is made by the client, taking into account the purchasing subject specifications.
4.	Essential conditions, which should be definitely included to the purchasing contract	<p>Purchasing contract shall be concluded in accordance with the requirements of the Civil Code of Ukraine and the Commercial Code of Ukraine taking into account the specifications, defined by this Law.</p> <p>Significant terms of the purchasing contract cannot be changed after its signing to carry out obligations by the parties in full, except the cases, specified in the Part. 4 of the Article 36 of the Law.</p> <p>If the parties fail to achieve consent concerning all significant terms, the purchasing contract shall be considered to be not concluded.</p>
5.	The client's actions if the winner refuses to sign the purchasing contract	In case of the tender winner's refuse to sign the purchasing contract in accordance with the requirements of the tender documents or in case of failure to conclude the purchasing contract through the participant's fault on term, specified by the Law, or winner's failure to file the documents, which confirm the absence of grounds under the Article 17 of the Law, the client shall reject the tender proposal of the participant and determine the winner among those participants, whose tender proposal period is not expired.
6.	Enforcement of the purchasing contract	Do not required.

**Form of tender proposal
to participate in open trade for goods purchasing:
Computer equipment for higher educational establishments of Ukraine, the participants of the project
561728-EPP-1-2015-1-ES-EPPKA2-CBHE-JP
"GameHub: University-enterprises cooperation in game industry in Ukraine"
Code in the State Classification 016- 2010- 26.20.1 – Computing machinery, parts and
accessories to it, code in the State Classification 021:2015- 30200000-1 – Computer equipment and
accessories.**

We, (name of the Participant), file our proposal concerning the participation in the trade for goods purchasing: **Computer equipment for higher educational establishments of Ukraine, the participants of the project 561728-EPP-1-2015-1-ES-EPPKA2-CBHE-JP "GameHub: University-enterprises cooperation in game industry in Ukraine" Code in the State Classification 016- 2010- 26.20.1 - Computing machinery, parts and accessories to it, Code in the State Classification 021:2015- 30200000-1 - Computer equipment and accessories.**

Information about an enterprise	Full name of the participant – business entity
	Identification code according to the USREOU
	Contact details (address – legal and physical, telephone, fax, telephone for contact)
Price	The participant shall state the price of the purchasing subject in Euro in figures and words without VAT.
Information about the person (persons), who is (are) authorized to represent the participant's interests	(Surname, name, patronymic, position, contact telephone).

After reviewing the technical requirements and requirements concerning the number and terms of purchasing goods delivery, we have an opportunity and agree to provide higher educational establishment of Ukraine, the participants of the project 561728-EPP-1-2015-1-ES-EPPKA2-CBHE-JP "GameHub: University -enterprises cooperation in game industry in Ukraine" with goods of appropriate quality, in the required amount and in terms, set by the client.

We agree with the conditions that the Client may cancel our or all submitted tender proposals under the terms of these tender documents, and understand that the Client is not limited in acceptance of any other proposal with more favourable conditions for the Client.

Along with this tender proposal we file the documents, required by the paragraph 1 of the Section III of these tender documents, to confirm the stated requirements.

Position, surname, initials, signature of the participant's official, certified by the seal.

LIST OF THE DOCUMENTS, WHICH CONFIRM THE QUALIFICATION CRITERIA AND THE ABSENCE OF THE GROUNDS FOR CANCELLATION OF PARTICIPATION IN THE PURCHASING PROCESS

If at the time of filing the documents in accordance with the Appendix 2, the Client can get information about the participant from the open unified state registers, access to which is free, the participant shall provide the certificate in any form with a link ([http:// _____](http://_____)) to the register from which the Client can get necessary information.

Section I.

Documents, filed by the Participants to confirm the qualification criteria and the absence of the grounds to cancel his or her participation in the purchasing process

I	Name of the document	Form of the document	Requirements to the document
1.	Availability of equipment and material and technical base	1.1. Certificate (formulated in accordance with the form No.1 of this Appendix) on availability of equipment and material and technical base of the participant, needed for the contract performing.	1.1. Document copy, with the signature of the Participant's official, certified by the seal (in scanned form in the Portable Document Format (PDF))
2.	Availability of workers with the relevant qualification, who have the necessary knowledge and experience	2.1. Certificate (formulated in accordance with the form No.2 of this Appendix) on availability of workers of the participant with the relevant qualification, who have the necessary knowledge and experience.	2.1. Document copy, with the signature of the Participant's official, certified by the seal (in scanned form in the Portable Document Format (PDF))
3.	Experience of the similar contract performing	3.1. Certificate (formulated in accordance with the form No.3 of this Appendix) on availability of experience of the similar contract performing.	3.1. Document copy, with the signature of the participant's official, certified by the seal (in scanned form in the Portable Document Format (PDF))
II	Documents for confirming of the information about absence of the grounds to refuse the participant to take part in the purchasing process, provided by the Article 17 of the Law	4.1. Certificate (formulated in any form or in accordance with the form No.4 of this Appendix), on confirming of the absence of the grounds to refuse the participant to take part in the purchasing process 4.2. Certificate (formulated in any form) with the reference, that a business entity (Participant) during the last three years has not been held liable for violation, provided by the paragraph 4 of the second part of the Article 6, paragraph 1 of the Article 50 of the Law of Ukraine "On protection of economic competition", in the form of commitment of anticompetitive concerted actions, concerning the distortion of tender results.	4.1. – 4.2. Document copy, with the signature of the participant's official, certified by the seal (in scanned form in the Portable Document Format (PDF))

I	Name of the document	Form of the document	Requirements to the document
		<p><i>Note:</i> The participant, who was held liable for committing violations in the form of anticompetitive concerted actions concerning distortion of tender results, but who was justified, may confirm the absence of grounds to refuse the proposal under the paragraph 4 of the Part 1 of the Article 17 of the Law, submitting with the proposal one of the documents: copy of the court decision, certified by the Participant’s seal, which came into legal force, by which the decision of the authorities of the Antimonopoly Committee of Ukraine was cancelled; a copy of the repeated decision of the authorities of the Antimonopoly Committee of Ukraine, which came into legal force, by which the initial decision of the authorities of the Antimonopoly Committee of Ukraine was cancelled; information in any form that more than three years passed after entry into legal force of the authorities of the Antimonopoly Committee of Ukraine’s decision on bringing to responsibility and copy of the decision of the authorities of the Antimonopoly Committee of Ukraine, certified by the participant’s seal.</p> <p>4.3. Certificate (formulated in any form) with the reference, that information about legal entity, which is not a Participant, was not filled in the Unified State Register of the persons, who committed corruption or corruption-related offenses</p> <p>4.4. Copy of certified anticorruption program (or copy of the order or other document about such program certifying) and copy of the order or other document about an appointment of the authorized in anticorruption program participant – legal entity.</p>	<p>4.3. Document copy, with the signature of the Participant’s official, certified by the seal (in scanned form in the Portable Document Format (PDF)</p> <p>4.4. Document copy, with the signature of the Participant’s official, certified by the seal (in scanned form in the Portable Document Format (PDF)</p>

Form shall be filled in by the participant and shall be submitted with the participant's proposal

Certificate on availability of equipment and material and technical base

Name	The participant plans to use		
	Quantity	Own/rented (name of the owner)	Current location
1.....			
2.....			
.....			

Form shall be filled in by the participant and shall be submitted with the participant's proposal

Certificate on availability of workers with the relevant qualification, who have the necessary knowledge and experience

No.	Position, surname, name, patronymic	Education, stating an educational establishment and qualification (if available)	Experience on stated position (years)

Form shall be filled in by the participant and shall be submitted with the participant's proposal

Certificate on availability of experience of the similar contract performing.

No.	Subject of the contract (specifying the contract's subject, No. and date)	Name of the client (Client's full address, representative person's telephone)	Brief description of the contract's subject specifying characteristics that are similar to the purchasing subject

**Certificate on the absence of the grounds to refuse the participant to take part
in the purchasing process**

_____ hereby confirms the following:

(name of the participant)

1. _____ has no taxes and charges arrears (obligatory payments)

(name of the participant)

2. _____ was not recognized as a bankrupt, as established by the Law, and no procedure for liquidation is initiated against it.

(name of the participant)

3. The participant's official _____, who is authorized by the participant

(Surname, name and patronymic of the Participant's official)

to represent his interests during the purchasing process, and was not held liable for committing of the corruption violation in the purchasing field in accordance with the Law.

3.1. For natural persons: _____, who is the participant, was not held liable for committing

(name of the Participant)

of the corruption violation in the purchasing field in accordance with the Law.

4. The participant's official _____, who has signed the tender proposal,

(Surname, name and patronymic of the Participant's official)

was not convicted of a crime, committed for financial gain, whose conviction is not removed or cancelled in accordance with the law.

4.1. For natural persons _____ was not convicted of a crime, committed for financial

(name of the Participant)

gain, whose conviction is not removed or cancelled in accordance with the law.

Position, surname, initials, signature of the participant's official, certified by the seal.

Section II.
Documents, filed by the winning participant

Name of the document	From of the document	Requirements to the document
1. The participant should confirm the absence of the debts, concerning the paying of obligatory taxes, charges and payments to the budget	1.1. Original of the certificate from the tax authority about the absence of the debt, concerning the paying of obligatory taxes, charges and payments to the budget.	1.1. Original of the document, valid at the time of the documents filing in accordance with the paragraph 2 of the Section VI of the tender documents.
2. Documents to confirm the information about the absence of the grounds to refuse the participant to take part in the purchasing process	<p>2.1. Certificate (formulated in any form or according to the Form No. 5 of this Appendix), which confirms the absence of the grounds refuse the participant to take part in the purchasing process.</p> <p>2.2. A document issued by the Department of Information and Analytical Support of the Ministry of Internal Affairs or by administrations (departments) of information and analytical support of the chief administrations, administrations of the Ministry of Internal Affairs of Ukraine, which contains information about the absence of the criminal record to the person (persons), which is (are) authorized by the Participant to represent his interest during the purchasing process.</p> <p>2.3. Certificate (formulated in any form), referring to the fact that information about the legal entity that is a Participant, is not filled in the Unified State Register of persons who have committed corruption or corruption-related offenses.</p>	<p>2.1. Original of the document, signed by the Participant's official and certified by seal.</p> <p>2.2. Original of the document with the issuing date no later than one month ago relative to the date of the tender proposals disclosure.</p> <p>2.3. Original of the document, signed by the Participant's official and certified by seal.</p>

Form No. 5

**In the name of the UAITP Vice-President
Bronin Sergiy**

Certificate on the absence of the grounds to refuse to take part in the purchasing process

_____ hereby confirms the following:
(name of the Participant)

- 1.** The participant's official _____, who has signed the tender proposal,
(Surname, name and patronymic of the Participant's official)
was not convicted of a crime, committed for financial gain, whose conviction is not removed or cancelled in accordance with the law.
- 1.1.** *For natural persons* _____ was not convicted of a crime, committed for financial
(name of the participant)

gain, whose conviction is not removed or cancelled in accordance with the law.

Position, surname, initials, signature of the participant's official, certified by the seal.

Technical requirements for purchased items

Lot 1 - Equipment and software for the Donetsk National Technical University

No. i/o	List of equipment and software	Quantity
1	HP ProLiant ML350 Gen9 Server (K8J99A) or equivalent	2
2	HP 6300P SFF (H5S58ES) or equivalent	12
3	Monitor 29" LG 29UM65 or equivalent	12
4	HP EliteBook 840G3 or equivalent	4
5	SAMSUNG Galaxy Tab S2 (2016) T813 SAMOLED 9.7" or equivalent	3
6	Apple A1567 iPad Air 2 Wi-Fi 4G 128GB (6 items) or equivalent	3
7	HP LaserJet Pro 400 M402dn or equivalent	3
8	Canon i-SENSYS MF729Cx with Wi-Fi (9947B030) + USB cable or equivalent	3
9	Monitor Asus 32" PB328Q or equivalent	2
10	LED Samsung 48" UE48J5100AUXUA or equivalent	4
11	Projector NEC M322H (DLP, Full HD, 3200 ANSI Lm) or equivalent	2
12	Logitech Wireless Combo MK240 Black or equivalent	6
13	TrackIR 5 Premium Head Tracking for Gaming or equivalent	2
14	Emotiv EPOC / EPOC+ headset or equivalent	1
15	Virtual Reality (OSVR) ecosystem & headset (HDK2) or equivalent	1
16	XBOX 360 Slim 250 Gb Kinect (LT+3.0) or equivalent	3
17	Sony PlayStation 4 500GB (ps4) or equivalent	3
18	Document Camera Redleaf 98-C3 or equivalent	2
19	Zyxel Keenetic Viva or equivalent	2
20	Linksys SE3016 (Switch 10/100/1000) or equivalent	2
21	USB Flash Apacer AH111 or equivalent	7
22	Logitech Webcam HD Pro C920 (960-001055) or equivalent	2
23	Kingston HyperX Cloud Revolver (HX-HSCR-BK/EE) or equivalent	12
24	Windows Server Standard 2012 R2 or equivalent	2
25	MS CAL license or equivalent	12
26	Adobe Photoshop CC ALL Multiple Platforms MEL COM VIP Licensing Subscription or equivalent	1
27	Autodesk 3ds Max Entertainment Creation Suite Standard 2016 or equivalent	1
28	Autodesk Maya LT 2017 Desktop or equivalent	2
29	Unity 3D (including iOS, Android, cloud) or equivalent	1

Lot 2 - Equipment and software for the Vasyl Stefanyk Precarpathian National University

No. i/o	List of equipment and software	Quantity
1	Apple A1474 iPad Air Wi-Fi 16GB or equivalent	3
2	System Unit (Intel Core i7-6500U (3.4 GHz) / RAM 8 GB / HDD 2 TB + SSD 120 GB / nVidia GeForce GTX 960, 2 GB / DVD+/-RW / LAN / Card-reader / without OC) or equivalent	10
3	Portable hard drive 2TB or equivalent	1
4	Monitor Samsung24" S24D300HS or equivalent	10
5	Apple iMac 21.5" A1418 (MK442UA/A) or equivalent	5
6	USB Flash Apacer AH111 or equivalent	1
7	M-Audio Oxygen 49 MK IV 49-Key USB MIDI or equivalent	1
8	Wacom Cintiq 13HD Interactive Pen Display (DTK1300) or equivalent	1
9	KRK RP5G3-NA Rokit 5 Generation 3 or equivalent	2
10	Adobe Creative Cloud for Teams or equivalent	1
11	Microsoft Windows Professional 10 or equivalent	10
12	Apple Logic Pro X for MAC or equivalent	2

Lot 3 - Equipment and software for the Kyiv National University of Construction and Architecture

No. i/o	List of equipment and software	Quantity
1	Apple iMac Retina 4K or equivalent	11
2	Samsung Galaxy Tab S2 (2016) T813 SAMOLED 9.7" or equivalent	3
3	Samsung Gear VR CE + Samsung Galaxy S6 Edge (G9287) 32GB BLACK or equivalent	3
4	Screen wall Acer E100-W01MW 100" (16:10) or equivalent	1
5	iPad Pro 9,7 Wi-Fi + Cellular or equivalent	2
6	Emotiv EPOC / EPOC+ headset or equivalent	1
7	AirPort Time Capsule – 3 TB or equivalent	1
8	AirPort Express or equivalent	2
9	Projector Epson EH-TW5350 or equivalent	1
10	Printer HP LaserJet Enterprise M506x or equivalent	1
11	USB Flash Apacer AH111 or equivalent	5
12	SteelSeries Nimbus Wireless Gaming Controller or equivalent	4
13	Apple Pencil for iPad Pro or equivalent	2
14	License for iOS developers (team) or equivalent	2
15	Unity 3D / Educational license or equivalent	16
16	Autodesk 3ds Max / Educational license or equivalent	16
17	Autodesk Maya / Educational license or equivalent	16
18	Unreal Development Kit / or equivalent	16

Lot 4 - Equipment and software for the Odessa National Polytechnic University

No. i/o	List of equipment and software	Quantity
1	Apple MacBook Pro Retina 13" (Z0QN0020E) or equivalent	1
2	Apple iMac 27" A1419 (ME089UA/A) or equivalent	1
3	Lenovo Yoga Tablet 3 (ZA0K0025UA) or equivalent	2
4	Tablet Apple A1567 iPad Air 2 or equivalent	2
5	Tablet Microsoft Surface RT 32GB with Touch Cover, (Black) or equivalent	2
6	Lenovo Yoga 710 15.6FHD IPS Touch or equivalent	2
7	Servers for game development and testing with next parameters (Intel Core i7-6700K (4.0)/RAM 16GB DDR4/HDD 2TB+SSD 240GB/nVidia GeForce GTX 970,4GB/Windows 10) or equivalent	2
8	Monitor LCD LG 23" 23MP57A-P D-Sub. IPS or equivalent	2
9	Graphical Stations for game development and testing with next parameters (Intel Core i5-4460 (3.2)/RAM 8GB/ SSD 120GB + HDD 1TB/nVidia GeForce GTX 750 Ti, 2GB) or equivalent	2
10	Monitor LCD LG 29" 29UM68-P or equivalent	2
11	Videocart Asus PCI-Ex GeForce GTX 750 Ti or equivalent	10
12	Virtual Reality (OSVR) ecosystem & headset or equivalent	2
13	TrackIr 5 Premium Head Tracking for Gaming or equivalent	2
14	Leap Motion Hand Tracking for Gaming or equivalent	1
15	Emotiv EPOC 14 Channel or equivalent	2
16	EMOTIV Insight 5 Channel Mobile EEG or equivalent	2
17	NeuroSky MindWave 1 Channel or equivalent	2
18	Logitech Gaming Kit or equivalent	1
19	Microsoft Xbox One + Kinect 2.0 + 2 Wireless Controllers + Game FIFA16 or equivalent	1
20	Sensor Kinect 2 + Kinect Adapter for Windows or equivalent	3
21	Sony Audio Master Suite 2 or equivalent	1
22	Corel VideoStudio Pro X9 ULTIMATE or equivalent	1
23	Anime Studio 11 Pro or equivalent	1
24	Autodesk Entertainment Creation Suite Ultimate 2017 Commercial New Multi-user ELD or equivalent	1
25	Unity 3D v.5 Plus + Annual Subscription + PlayMaker or equivalent	1
26	License for iOS developers (team) or equivalent	4
27	Unreal Engine 4 - Free or equivalent	1
28	OS Windows 10 Professional 32/64-bit (E-license) or equivalent	2
29	GameMaker: Studio Professional or equivalent	1
30	Construct 2: Pesonal License or equivalent	1

Lot 5 - Equipment and software for the National Technical University "Kharkiv Polytechnic Institute"

No. i/o	List of equipment and software	Quantity
1	iMac Retina 4K or equivalent	11
2	AirPort Time Capsule – 3 TB or equivalent	1
3	AirPort Express or equivalent	1
4	Projector Epson EH-TW5350 or equivalent	1
5	Screen wall Acer E100-W01MW 100" (16:10) or equivalent	1
6	HP Color LJ Pro 500 M570dw (CZ272A) + set of consumables materials or equivalent	1
7	iPad Pro 9,7 Wi-Fi + Cellular or equivalent	2
8	Apple Pencil for iPad Pro or equivalent	2
9	Apple TV 4 (MGY52RS/A) Educational license or equivalent	2
10	Apple HDMI Cable (1,80 m) or equivalent	2
11	SteelSeries Nimbus Wireless Gaming Controller or equivalent	2
12	Samsung Galaxy Tab S2 (2016) T813 SAMOLED 9.7" or equivalent	2
13	Samsung Galaxy S6 SM-G925F (Galaxy S6 Edge 32GB) BLACK or equivalent	2
14	USB Flash Apacer AH111 or equivalent	3
15	Samsung GEAR VR CE or equivalent	2
16	Emotiv EPOC / EPOC+ headset or equivalent	2
17	License for iOS developers (team) or equivalent	2
18	Unity 3D / Educational license or equivalent	16
19	Autodesk 3ds Max / Educational license or equivalent	16
20	Autodesk Maya / Educational license or equivalent	16
21	Unreal Development Kit / Educational license or equivalent	16

Lot 6 - Equipment and software for the Kherson National Technical University

No. i/o	List of equipment and software	Quantity
1	All-In-One Apple A1418 iMac 21.5" (MK142UA/A) or equivalent	2
2	EMOTIV Insight 5 Channel Mobile EEG + USB Receiver Universal Model or equivalent	3
3	Logitech F310 or equivalent	15
4	Logitech G103 or equivalent	15
5	Notebook HP Pavilion 15-ab246ur or equivalent	15
6	Tablet Apple A1566 iPad Air 2 or equivalent	2
7	Lenovo Tab 3 Business X70F or equivalent	5
8	Virtual Reality (OSVR) ecosystem & headset or equivalent	5
9	TrackIr 5 Premium Head Tracking for Gaming or equivalent	5
10	Sony PlayStation 4 500GB (ps4) or equivalent	1
11	XBOX 360 Slim 250 Gb Kinect (LT+3.0) or equivalent	1
12	HP ProLiant ML350 Gen9 Server (K8J99A) or equivalent	1
13	PROEL RSM180 or equivalent	4
14	Microphone BEHRINGER ULTRAVOICE XM1800S or equivalent	1
15	Microphone BEHRINGER C1 or equivalent	1
16	Microphone BEHRINGER C2 or equivalent	1
17	Headsets Sennheiser HD 558 or equivalent	1
18	BEHRINGER U-Phoria UMC204HD or equivalent	1
19	PROEL BULK250LU5 or equivalent	6
20	Epson Perfection V370 Photo or equivalent	1
21	Canon EOS 700D 18-55mm or equivalent	1
22	Canon i-SENSYS LBP6030W or equivalent	1
23	Adobe Photoshop CC ALL Multiple Platforms MEL COM VIP Licensing Subscription or equivalent	3
24	Autodesk Maya 2016 Commercial New NLM or equivalent	2
25	Autodesk Mudbox or equivalent	3
26	Corel VideoStudio Pro X9 ML or equivalent	3
27	Sound Forge Audio Studio 10 or equivalent	2

LIST OF OBJECTS FOR EQUIPMENT SUPPLY

Organization	Address
The Donetsk National Technical University	2 Shybankova Square, Donetsk region, city of Krasnoarmiysk, 85300
The Vasyl Stefanyk Precarpathian National University	57 Shevchenka Street, Ivano-Frankivsk region, city of Ivano-Frankivsk, 76000
The Kyiv National University of Construction and Architecture	31 Povitroflotsky Avenue, city of Kyiv, 03680
The Odessa National Polytechnic University	1 Shevchenka Avenue, city of Odessa, 65000
The National Technical University "Kharkiv Polytechnic Institute"	21 Kyrpychova Street, Kharkiv region, city of Kharkiv, 61000
The Kherson National Technical University	Berislavske chaussee 24, Kherson region, city of Kherson, 73000

Terms, for which free place for filling in own information is not provided, are not subject to change and/or amendment.

The essential terms specified in this appendix are not final and exhaustive, and can be supplemented and amended in time of the contract conclusion with the tender participant-winner, depending on particular characteristics of an item, nature, and other conditions of the specific contract.

The customer reserves the right to change essential terms in case of changes in civil, economic and public procurement applicable legislation.

These essential terms of the contract shall be filled, signed in accordance with the requirements of the tender documentation and provided as a part of the Bidder's tender proposal.

These essential terms of the contract will be certainly included in the procurement contract.

We _____ (*full name of the participant*) confirm hereby our agreement with the essential terms that will be certainly included in the procurement contract.

CONTRACT N° _____

This Contract, based on the Grant Agreement of the Erasmus+ KA2 Capacity Building in Higher Education project of the EU technical assistance No. 561728-EPP-1-2015-1-ES-EPPKA2-CBHE-JP "GameHub: University- enterprises cooperation in game industry in Ukraine" that is financed by European Union, shall govern the relations and is concluded between:

1. National University _____

with registered office at:

Ukraine

hereinafter referred to as "the Contracting Authority and Receiver" or "Receiver"

and

2. University of Deusto (UNIVERSIDAD DE LA IGLESIA DE DEUSTO)

Avda. Universidades 24.
48007 Bilbao,
Spain

hereinafter referred to as "Payer"

КОНТРАКТ № _____

Цей Контракт складений в рамках Грантової Угоди проекту міжнародної технічної допомоги ЄС програми Еразмус+ KA2 Розвиток потенціалу вищої освіти No. 561728-EPP-1-2015-1-ES-EPPKA2-CBHE-JP "GameHub: University- enterprises cooperation in game industry in Ukraine", який фінансується Європейським Союзом та регламентує відносини між:

1. Національний університет «__ повна назва ВНЗ з України»

Юридична адреса:

вул. _____,

Україна

який є партнером проекту й іменується в подальшому як «Отримувач»,

2. Університет Деусто (UNIVERSIDAD DE LA IGLESIA DE DEUSTO)

Юридична адреса:

Університетська авеніда, 24,
48007 Бильбао, Біскай,
Іспанія

який є координатором проекту й іменується в подальшому як «Платник»,

and

3. LTD “_____X”,

with registered office at:
Ukraine

hereinafter referred to as “**the Supplier**”, selected based on relevant tender procedure

all together hereinafter referred to as “**the Contractual Parties**”.

The Contractual parties have agreed as follows:

Article 1./ Subject of the Contract

The subject of this Contract is:

- a) The delivery and the acceptance of the services/equipment specified in Annex I of this contract (hereinafter referred to as “the Services/ Equipment”);
- b) The payment of the invoice for the delivered Services;
- c) The provision of maintenance and warranty services for the delivered equipment/services

Article 2./ Obligations of the Contractual Parties

2.1. The **Supplier** undertakes:

- a) To be an independent contractor under this Contract and shall assume all rights, obligations and liabilities applicable to an independent contractor;
- b) to deliver the Services/equipment in accordance with the provisions of this Contract to the address of the Receiver in the term of 30 days after the prepayment;
- c) to send one original copy of the invoice as specified in Article 4. of this contract to the **Payer**;
- d) to provide maintenance and warranty services as specified in Article 8. of this Contract.

3. LTD “XXXXX”

Юридична адреса:

Який іменується в подальшому як «**Постачальник**», якого було обрано на основі тендеру за відповідними процедурами

які в подальшому називаються «**Сторонами**».

Сторони домовилися про наступне:

Стаття 1./ Предмет Контракту

Предметом даного Контакту є:

- a) Поставка і прийом послуг/обладнання, перерахованого в Додатку 1 до Контракту (в подальшому «Послуги/Обладнання»);
- б) Оплата рахунку-фактури за поставлене Обладнання/послуги;
- в) Умови підтримки та гарантійного обслуговування поставленого Обладнання.

Стаття 2./ Обов'язки Сторін

2.1. **Постачальник** зобов'язується:

- a) Бути незалежним контрактором в рамках даного Контракту і прийняти на себе всі права, обов'язки та правову відповідальність, що відносяться до незалежного контрактора;
- б) Поставити та встановити Обладнання/послуги у відповідності із умовами даного Контакту на адресу Отримувача після попередньої оплати як визначено в Статті 6 цього Контракту в термін 30 банківських днів;
- в) Вислати один оригінал рахунку-фактури, як визначено в Статті 4 цього Контракту, до **Платника**;
- г) Забезпечити підтримку та гарантійне обслуговування, як визначено в Статті 8 цього Контракту.

2.2. **Отримувач** зобов'язується:

2.2. The **Receiver** undertakes:

- a) to accept and accounting the equipment delivered in accordance with the rules of this Contract;
- b) to monitor the delivery of the Services and accordingly update the **Payer** on its development;
- c) to send an original copy or a verified copy of the Delivery Declaration Note specified in Article 5 of this contract to the **Payer** within 10 days of delivery of the complete set of service/equipment or its part as specified in Annex 1;
- d) to submit to the **Supplier** all necessary documents for the equipment to be exempt from VAT according to national law.

2.3. The **Payer** undertakes:

- a) to pay to Supplier the price specified in Article 3 of this Contract.
This payment will be done on the basis of an invoice specified in Article 4, and in accordance with the conditions specified Article 6 and Annex 1.

Article 3./ Prices and total amount of the Contract

The total price of the Equipment/services amounts _____ Euro (_____ thousand _____ hundred _____ Euro).

The above mentioned price includes delivery of the Services at the address of the **Receiver**, and the warranty service according to Article 8.

The **Payer** does not pay VAT nor customs fees related to the delivery of the Equipment/services, based on the Project registration Card in accordance with the Cabinet of Ministers Regulation # 153 dated on February 15, 2002 with amendments <http://zakon4.rada.gov.ua/laws/show/153-2002-%D0%BF> and Letter from Ministry of Income and Taxes dated on 21.02.2014 "About Custom procedure for international technical assistance projects"

- a) Прийняти на баланс поставлене Обладнання у відповідності із правилами даного Контракту;
- б) Моніторити доставку обладнання/ послуг та відповідно інформувати **Платника** про хід виконання;
- в) Вислати оригінал, або завірену копію Підтвердження поставки, визначеного в Статті 5 цього Контракту **Платникові** протягом 7 днів після поставки всього обладнання, або його частини, як це вказано в Додатку 1;
- г) Представити **Постачальникові** всі необхідні документи для того, щоб Обладнання було звільнене від сплати ПДВ відповідно до національного законодавства (див.деталі <http://www.erasmusplus.org.ua/tempus-iv/instruktsii/193-derzhavna-reiestratsiia-proektiv-yevropeiskoho-soiuzu-v-ukraini-zviltнення-vid-splaty-pdv-myta.html>).

2.3. **Платник** зобов'язується:

- a) Оплатити рахунок-фактуру визначену в цьому Контракті в Статті 3.
Ця оплата повинна бути здійснена на основі рахунку-фактури, як визначено в Статті 4, та у відповідності із умовами, визначеними в Статті 6 та Додатку 1.

Стаття 3./ Ціни та загальна вартість Контракту

Загальна вартість Обладнання складає _____, _____ євро (_____ євро).

Вказана вартість включає доставку Обладнання до **Отримувача**, встановлення його та гарантійне обслуговування, як це визначено в Статті 8. **Платник** не оплачує ПДВ та митні послуги, що стосуються поставки даного Обладнання/послуг, посилаючись на картку реєстрації проекту в Міністерстві економічного розвитку і торгівлі України відповідно до Постанови Кабінету Міністрів України від 15 лютого 2002 р. N 153 зі змінами і доповненнями <http://zakon4.rada.gov.ua/laws/show/153-2002-%D0%BF> та Листа Міністерства доходів і зборів України від 21.02.2014

(<http://sfs.gov.ua/podatki-ta-zbori/zagalnoderjavni-podatki/podatok-na-dodanu-vartist/listi-dps/print-136263.html>).
Project registration number _____
(Annex 3).

Article 4./ Invoice

The invoice by which the **Supplier** requests payment of the amount specified in Article 3. shall include at least the following data:

- identification data of the Supplier (e.g. tax registration number, full address, bank connection, etc.),
- date of issue of the invoice and the invoice number,
- indication of the Delivery Address,
- indication of the **Payer** including his full address and VAT No,
- detailed specification of the delivered Equipment/services with the respective price of the individual items,
- total price as specified in Article 3.,
- remark that the Equipment is delivered in the framework of EU technical assistance Erasmus+ project No. 561728-EPP-1-2015-1-ES-EPPKA2-CBHE-JP “GameHub: University- enterprises cooperation in game industry in Ukraine” in Framework Agreement between the Government of Ukraine and the Commission of the European Communities dated on 12.12.2006 (ratified by Ukrainian Party with the Law of Ukraine as of 03.09.2008 № 360-VI); Programme Erasmus+: KA2 Capacity Building in the Field of Higher Education.

Article 5./ Delivery Note

The delivery and acceptance of the Service in accordance with the provisions of this Contract will be confirmed by a Delivery Declaration Note signed by the authorized representatives of both the **Supplier** and the

«Про митне оформлення міжнародної технічної допомоги»
(<http://sfs.gov.ua/podatki-ta-zbori/zagalnoderjavni-podatki/podatok-na-dodanu-vartist/listi-dps/print-136263.html>)
Реєстраційний номер проекту _____
(Додаток 3).

Стаття 4./ Рахунок-фактура

Рахунок-фактура, на основі якої **Постачальник** робить запит на оплату рахунку згідно із Статтею 3, повинен включати принаймні наступну інформацію:

- базову інформацію про Постачальника (номер платника податку, повну адресу, банківський рахунок тощо);
- дату оформлення рахунку та номер рахунку;
- зазначення адреси отримувача;
- зазначення **Платника**, включаючи його повну адресу;
- детальний опис Обладнання із зазначенням ціни окремих одиниць;
- загальну ціну згідно із Статтею 3;
- ремарку, що це Обладнання закуповується в рамках реалізації проекту міжнародної технічної допомоги Європейського Союзу програми Еразмус+ № 561728-EPP-1-2015-1-ES-EPPKA2-CBHE-JP “GameHub: University- enterprises cooperation in game industry in Ukraine”, яка фінансується відповідно до Рамкової Угоди між Урядом України та Комісією Європейських Співтовариств від 12.12.2006 (ратифікована із заявою Української Сторони Законом України від 30.09.2008 № 360-VI), Програма Еразмус+: KA2 Розвиток потенціалу вищої освіти.

Стаття 5./ Підтвердження поставки

Поставка та прийом Обладнання у відповідності із умовами даного Контракту буде підтверджена документом Підтвердження поставки, підписаним уповноваженими особами як **Постачальника**, так і **Отримувача**.

Receiver, hereinafter referred to as “the Delivery Note”.

The Delivery Note, shall indicate:

- the identification data of both the Supplier and of the Receiver (e.g. tax registration number, full address),
- specification of the Services,
- reference to the respective invoice issued by the Supplier,
- remark that the Service is delivered in the framework of Erasmus+ project of EU Technical Assistance No. 561728-EPP-1-2015-1-ES-EPPKA2-CBHE-JP “GameHub: University- enterprises cooperation in game industry in Ukraine” - date of the delivery of the Service by the Supplier and receipt of the Equipment by the Receiver organization balance;
- guarantee maintenance obligations and period;
- signatures of authorized representatives of both the **Supplier** and the **Receiver**.

Article 6./ Payment conditions

6.1. The payment structure is based on a 75% prepayment and final 25% upon delivery basis. For each installment an invoice is required.

6.2. The payment of the invoice as specified in Article 4. shall be made within 60 days from the receipt of the original invoice by the **Payer**. The payment shall be done to the following account of the **Supplier**:

Supplier: _____
Supplier name _____
Supplier address _____
Supplier Account No. _____
Bank of Supplier: _____
SWIFT: _____
Account No. _____

Correspondent Bank: _____

SWIFT: _____

Документ Підтвердження поставки повинен містити:

- базову інформацію як про Постачальника, так і про Отримувача (номер платника податку, повну адресу);
- специфікацію Обладнання/послуг;
- посилання на рахунок-фактуру, виставлену Постачальником;
- інформацію про те, що Обладнання/послуги здійснені в рамках реалізації проекту міжнародної технічної допомоги Європейського Союзу програми Еразмус+ № 561728-EPP-1-2015-1-ES-EPPKA2-CBHE-JP “GameHub: University- enterprises cooperation in game industry in Ukraine” дату поставки Обладнання Постачальником та прийому його Отримувачем на баланс організації;
- умов та періоду гарантійного обслуговування обладнання;
- підписи авторизованих представників **Постачальника** та **Отримувача**.

Стаття 6./ Умови оплати

6.1. Структура оплати: 75 % - попередня оплата, кінцева оплата 25 % - після постачання Товару. Для кожного етапу оплати необхідний рахунок.

6.2. Оплата рахунку, як це вказано в Статті 4, буде виконана Платником протягом 60 днів з дати отримання **Платником** оригіналу рахунку-фактури. Оплата буде виконана на наступний рахунок **Постачальника**:

Постачальник: _____
Найменування постачальника _____
Адреса постачальника _____
Рахунок постачальника _____
Банк Постачальника: _____
SWIFT: _____
Рахунок _____

Проміжний банк: _____

SWIFT: _____

Cor.acc. _____ EUR

Article 7./ Guarantee of the quality of the Equipment, Country of origin

The **Supplier** guarantees that the Services to be delivered to the **Receiver** will confirm to Annex 1.

The **Supplier** guarantees that the Equipment makes nest countries of origin:

1. Equipment list with marks of country of origin

Article 8./ Warranty conditions

The **Supplier** provides the following warranty periods for the delivered Services:

- 24 months for all equipment except peripherals (mouse, keyboard, etc.);

Article 9./ Amendments or additions to the Contract

Any amendment or addition to this Contract shall be made by supplementary written agreement signed by all Contractual Parties.

Article 10./ Termination of the Contract

The **Payer** may terminate the contract if the **Supplier** fails to discharge any of the major contractual obligations, for example, if the **Supplier** does not deliver the Services in the time and quality as specified in this Contract, or if the invoiced amount requested by the **Payer** is another than specified in this Contract.

The **Supplier** may terminate the Contract if the **Payer** consistently fails to meet its obligation to pay the **Supplier** after the expiry of the deadline stated in 6.1

Article 11./ Contractual period

11.1. This Contract comes into force on the date of signing of the Contract by all

Рахунок _____ EUR

Стаття 7./ Гарантія якості Обладнання, країна походження Товару

Постачальник гарантує, що поставлене **Отримувачу** Обладнання/послуги відповідає умовам Додатку 1.

Постачальник гарантує, що обладнання, яке він поставляє, має наступні країни походження:

1. Перелік обладнання з вказанням країни походження

Стаття 8./ Гарантійні умови

Постачальник забезпечує наступні гарантійні умови для Обладнання:

- 24 місяці для всього обладнання, окрім периферійних пристроїв (миші, клавіатури, тощо);

Стаття 9./ Поправки або доповнення до Контракту

Будь-які поправки та доповнення до Контракту повинні супроводжуватися додатковим письмовим документом, підписаним всіма Сторонами.

Стаття 10./ Припинення дії Контракту

Платник може припинити дію Контракту, якщо **Постачальник** не має можливості виконати всі контрактні зобов'язання, наприклад, коли **Постачальник** не поставить Обладнання в терміни та належної якості, як це вказано в Контракті, або якщо виставлений рахунок на оплату є іншим, ніж це вказано в Контракті.

Постачальник може перервати виконання Контракту, якщо **Платник** не виконує свої зобов'язання оплати **Постачальникові** після вказаного в 6.1 граничного терміну.

Стаття 11./ Період дії Контракту

Contractual Parties and expire on
[Month , day, Year]

Article 12./ Force majeure

- a) Neither Party shall be considered to be in default or in breach of its obligations under the Contract if the performance of such obligations is prevented by any event of force majeure arising after the date of notification of award or the date when the Contract becomes effective;
- b) For the purpose of this Article the term “force majeure” means acts of nature, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the Parties’ control and cannot be overcome by due diligence.

Article 13./ Other conditions

- 13.1. Annex 1 to the present Contract forms an integral part thereof.
- 13.2. Annex 2 and 3 only serve the purpose of information, does not form an integral part of this Contract.
- 13.3. The **Supplier** is not allowed to transfer the fulfilment of the present Contract to any third party without written consent of the **Payer**.
- 13.4. The present Contract has been made in three identical copies, one copy for the Payer, one copy for the Supplier and one copy for the Receiver.
- 13.5. Should any provision of this Contract be declared null, void or illegal, or should the Contract contain an omission, the enforceability of the remaining provisions of this contract should not be affected thereby. The clause which is null, void or illegal shall be replaced by a clause which expresses most closely the intention of the Contractual Parties; the same shall apply with respect to an omission.

11.1. Цей Контракт вступає в силу з дня підписання його всіма Сторонами і закінчується [день, Місяць, рік].

Стаття 12./ Форс-мажорні обставини

- a) Після дати підтвердження рішення, або дати набуття чинності Контракту жодна із Сторін не може розглядатися як така, що знаходиться в стані дефолту, або неможливості виконання своїх контрактних зобов’язань, якщо виконання цих зобов’язань є перерване форс-мажорними обставинами;
- б) В цій Статті термін “форс-мажорні обставини” означає природні явища, страйки, локаути, або інші промислові безладдя, теракти, війни, блокади, бунти, повстання, епідемії, зсуви землі, землетруси, шторми, блискавки, повені, зливи, громадські безладдя, вибухи та інші непередбачувані події, які є поза межами впливу Сторін і не можуть бути подолані.

Стаття 13./ Інші умови

- 13.1. Додаток 1 до Контракту є його невід’ємною частиною.
- 13.2. Додаток 2 і 3 є лише з метою інформування, а не частиною Контракту.
- 13.3. **Постачальник** не має права передоручати виконання Контракту третій стороні без письмової згоди **Платника**.
- 13.4. Цей Контракт підписаний в трьох рівнозначних екземплярах по одному для кожної Сторони.
- 13.5. Якщо будь-яка умова даного Контракту буде оголошеною беззмістовною, недійсною, або незаконною, або якщо Контракт містить певні упущення, законна сила інших умов цього Контракту не може бути поставлена під сумнів цими обставинами. Пункт, який є оголошеним беззмістовним, недійсним, або незаконним, повинен бути замінений пунктом, який найбільш точно виражає побажання Сторін; це саме стосується упущень.

Article 14./ Applicable Law

14.1. This Contract shall be construed according to the Grant Agreement of the Erasmus+ International Technical Assistance No 561728-EPP-1-2015-1-ES-EPPKA2-CBHE-JP “GameHub: University- enterprises cooperation in game industry in Ukraine” and on a subsidiary basis by the Spanish law.

14.2. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not be applicable to this Contract.

ARTICLE 15./ JURISDICTION

15.1. Failing amicable settlement, the Spanish Court of law shall have sole jurisdiction to hear any dispute between the Contractual Parties in respect of this Contract.

The Contractual Parties acknowledge that they have read this Contract, understand it and agree to be bound by its terms and conditions. In witness whereof, the Contractual Parties have signed the present contract in three copies by their authorized representatives.

Annexes

Annex 1: Specification of the Services

Annex 2: Copy of the certificate on VAT exemption in the Erasmus+ project

Annex 3: Copy of the Project Registration Card

*For University of Deusto
за Університет Деусто*

Bilbao,

Place, date

Місце, дата

For LTD “_____ X”

за ТЗОВ “_____ X”

Стаття 14./ Застосування права

14.1. Даний Контракт буде тлумачитися відповідно до Грантової Угоди на реалізацію проекту міжнародної технічної допомоги ЄС програми Erasmus+ 561728-EPP-1-2015-1-ES-EPPKA2-CBHE-JP “GameHub: University- enterprises cooperation in game industry in Ukraine” та на основі законодавства Іспанії (країни).

14.2. Умови Конвенції ООН щодо Контрактів міжнародної продажі товарів не будуть застосовані до даного Контракту.

ARTICLE 15./ JURISDICTION

15.1. При неможливості прийняття взаємного для всіх Сторін рішення, Іспанський Суд має визначальне право на вирішення будь-яких спірних моментів між Сторонами щодо питань даного Контракту.

Сторони підтверджують, що вони ознайомлені із даним Контрактом, розуміють його і згодні прийняти його умови та терміни. Як підтвердження цього, вповноважені представники Сторін підписали цей Контракт в трьох екземплярах.

Додатки

Додаток 1. Специфікація Обладнання.

Додаток 2. Копія сертифікату щодо відсутності ПДВ в проекті ЄС Еразмус+

Додаток 3. Копія Реєстраційної картки проекту

_____, General Director/Rector

_____, директор

Seal of the
organisation
печатка

Place, date
Місце, дата

_____, General Director
_____, директор

Seal of the
organisation
печатка

For Polytechnic National University
за Національний університет “ _____ ”

Place, date
Місце, дата

Prof. _____, Rector
Проф. _____, ректор

Seal of the
organisation
печатка

№	Item / Description/ Опис обладнання	Кількість Q-ty	Вартість Price (EUR)
Total/ Сума (EUR)			

The above mentioned prices and amounts do not include VAT.

EXAMPLE OF VAT EXEMPTION CERTIFICATE
(Annex IV to Grant Agreement and registration)

Project Registration Card



**МІНІСТЕРСТВО ЕКОНОМІЧНОГО РОЗВИТКУ І ТОРГІВЛІ УКРАЇНИ
(Мінекономрозвитку України)**

вул. М. Грушевського, 12/2, м. Київ, 01008. тел. 253-93-94, факс 226-31-81
Web: <http://www.me.gov.ua>, e-пoш: meservice@me.gov.ua, код ЄДРПОУ 37508596

№ _____
Па № _____ від _____

**Національний технічний університет
"Харківський політехнічний інститут"**

Направляємо оригінал реєстраційної картки проекту "GameHub: Співробітництво між університетами та підприємствами в сфері гральної індустрії в Україні" від 23.06.2016 № 3421, що реалізується з рамках Програми Еразмус+, KA2-Проекти співпраці (Розвиток потенціалу вищої освіти).

Додаток: на 7 арк.

**Заступник директора департаменту
координації міжнародних програм –
начальник відділу**

Ганна БЕЛОКОЛОС

25/04/18

M2 Мінекономрозвитку
Елх. № 40/02-07/20844-07 від
08.07.2016 16:01:02

