

**German Financial Cooperation with Ukraine**

**“Support to Nature Protected Areas in Ukraine”**

**Tender Documents**

**for**

**Procurement of computer hardware, software,  
accessories and photo equipment for eight target  
protected areas of the SNPA project**

**Employer: AHT GROUP AG  
November 2018**

**IT-2018-3-supply-IT equipment**

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## Support to Nature Protected Areas (SNPA) in Ukraine MENR / KfW

Project Implementation Unit – Steering Division

Project Implementation Unit – Implementation Division (AHT GROUP AG)

### Invitation to Tender (ITT)

Competent suppliers	DATE: 23/05/2019
	REFERENCE: IT-2018-3-supply-IT equipment

Dear Sir / Madam:

The Project “Support to Nature Protected Areas in Ukraine” promotes the conservation of the country’s outstanding natural richness. The German Government, through the Federal Ministry for Economic Cooperation and Development (BMZ), has provided a grant for the implementation of the project. The project is conducted within the framework of the German Financial Cooperation and financed by KfW Development Bank. The Ministry of Ecology and Natural Resources (MENR) of Ukraine assumes overall responsibility for the implementation and execution of the project. AHT GROUP AG (AHT) in association with the WWF International Danube-Carpathian Programme, Frankfurt Zoological Society (FZS) and Ukrainian Society for the Protection of Birds (USPB) were awarded the contract by KfW on behalf of MENR to carry out this project as implementation consultant. The main project objective is to improve the management effectiveness of selected Protected Areas (PAs) in Ukraine and to increase or maintain at a high level the acceptance of PAs in local communities. The rules of the present Tender are in accordance with the latest version of the KfW Guidelines for Procurement of Goods, Works and associated Services (see: <https://www.kfw-entwicklungsbank.de/Download-Center/PDF-Dokumente-Richtlinien/Vergabe-E.pdf>). In order to support PAs we have launched this tender for the purchase of the IT equipment.

We kindly request you to submit your proposal to deliver the following supplies:

***Lot 1: Provision of computer hardware, software and accessories to the eight target PAs of the SNPA project.***

***Lot 2: Provision of amateur high-quality photo equipment and accessories to the eight target PAs of the SNPA project.***

Therefore, please find herewith the invitation to tender consisting of:

- The present invitation to tender;
- Instruction to Tenderers (ITT), including Technical Specifications (Annex V) and other annexes as specified below.

Please be guided by these forms attached hereto in preparing your Proposal.

Proposals may be submitted on or before **17:00 (GMT+3) on 11/07/2019** to the address:

**Shevchenka Str., 70, apt. 1, Lviv, 79039 Ukraine**

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***By courier mail or delivery upon signature***

The Offers will be evaluated against two criteria: 1. full compliance with Administrative requirements and Technical Specifications, 2. the Tenderer proposing the lowest price for the technically fully compliant proposal.

Proposals shall be reviewed and evaluated based on completeness and compliance of the proposal and responsiveness with the requirements of the ITT and all other annexes providing details of AHT GROUP AG requirements.

The Proposal that complies with all of the requirements meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by AHT GROUP AG, and the unit price shall prevail and the total price shall be corrected. If the Service provider/Supplier does not accept the final price based on AHT GROUP AG's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by AHT GROUP AG after it has received the Proposal. At the time of Award of Contract, AHT GROUP AG reserves the right to vary (increase or decrease) the quantity of goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Please be advised that AHT GROUP AG is not bound to accept any Proposal, nor award a contract, nor be responsible for any costs associated with a Suppliers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

AHT GROUP AG implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against AHT GROUP AG, as well as third parties involved in AHT GROUP AG activities.

Kindly inform the Procurement officer/Team leader by email (stefanyshyn@snpa.in.ua/ brombacher@snpa.in.ua) not later than 10 days prior to the deadline that you will submit the tender documents.

Yours sincerely,

Solomiya Stefanyshyn, National Procurement and Financial Officer  
Support to Nature Protected Areas in Ukraine  
Project Office:  
Shevchenka Str., 70, apt. 1, Lviv, 79039 Ukraine  
Email: stefanyshyn@snpa.in.ua  
Phone (office): +380 032 2330423

***Attachment:***

Annex I. Form for submitting Administrative proposal  
Annex II Form for submitting Technical Proposal  
Annex III Form for submitting Financial Proposal (Budget breakdown)  
Annex IV. Declaration of Undertaking  
Annex V. Technical Specifications  
Annex VI. Sample of the Contract

## INSTRUCTIONS TO TENDERERS

### PUBLICATION REF.: IT-2018-3-supply - IT equipment

By submitting a tender, tenderers fully and unreservedly accept the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever their own conditions of sale may be, which they hereby waive. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any remarks in the tender relating to the tender dossier; remarks may result in the immediate rejection of the tender without further evaluation.

These Instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the Practical Guide (available on the Internet at: <http://ec.europa.eu/europeaid/prag/document.do>). The rules of the present ITT are in accordance with the latest version of the SNPA Manual of Procedures governing the procurement.

The Project Executing Agency is AHT GROUP AG (the leading partner of the consortium in association with WWF International Danube-Carpathian Programme, Frankfurt Zoological Society (FZS), and Ukrainian Society for the Protection of Birds (USPB). The present purchase is carried out by AHT GROUP AG.

The project is delivered within the framework of the German Financial Cooperation (FC) through the KfW Development Bank. Beneficiary of the KfW disposition fund is the Ministry of Ecology and Natural Resources of Ukraine (MENR).

### 1. Supplies to be provided

1.1. The subject of the contract is the supply by the Contractor of the following goods:

Lot 1: Provision of computer hardware, software and accessories to the eight target PAs of the SNPA project.

Lot 2: Provision of amateur high-quality photo equipment and accessories to the eight target PAs of the SNPA project.

The supplies must comply fully with the technical specifications set out in the tender dossier (Technical specifications Annex V) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.

### 2. Timetable

	DATE	TIME*
<b>Clarification meeting / site visit (if any)</b>	Not applicable	Not applicable]
<b>Deadline for requesting clarifications from the Contracting Authority</b>	21/06/2019	<b>12:00 (GMT+3)</b>
<b>Last date on which clarifications are issued by the Contracting Authority</b>	01/07/2019	-
<b>Deadline for submission of tenders</b>	11/07/2019	<b>17:00 (GMT+3)</b>
<b>Tender opening session (Administrative proposals)</b>	12/07/2019	<b>10:00 (GMT+3)</b>

<b>Notification of award to the successful tenderer</b>	01/10/2019	-
<b>Signature of the contract</b>	28/10/2019	-

\* All times are in the time zone of the country of the Contracting Authority. Dates are provisional dates.

### 3. Participation

- 3.1. Tendering is open on equal terms to legal entities (participating either individually or in a grouping – consortium - of tenderers) which are effectively established in Ukraine or other countries. Tendering is also open to international organisations.
- 3.2. These terms refer to all legal entities, companies or partnerships effectively established in the above states. For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country's law.
- 3.3. The eligibility requirement detailed in subclauses 3.1 and 3.2 applies to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor providing more than 10 % of the supplies must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. The Contracting Authority may accept other satisfactory evidence that these conditions are met.
- 3.4. Tenders from tenderers will be admitted to the procedure provided that none of the following reasons for exclusion apply:
- Sanctions or embargoes issued by the Security Council of the United Nations, the EU or the German Government preclude the participation of a Tenderer;
  - The Tenderer is excluded from the tendering process with legal effect of the country of the contracting agency on grounds of criminal offences, especially fraud, corruption or other economic crimes;
  - The Tenderer is a state-controlled company in the partner country that is not legally or economically independent, or that is not subject to commercial law, or that is a public authority dependent on the contracting agency or the project executing agency or the recipient of the loan/financing amount;
  - The Tenderer or individual members of the Tenderer's staff or a subcontractor has economic links or family ties with personnel of the contracting agency who are involved in preparing the tender documents, awarding the contract or supervising the execution of the contract, insofar as the conflict of interests could not be resolved to KfW's satisfaction in advance of the contract award and execution phase;
  - The Tenderer is or was involved as a consultant in the preparation or implementation of the project. The same applies to an enterprise or an individual that is closely connected to the Tenderer under a company group or a similar business link, or to several enterprises or individuals associated correspondingly. (exception: In *BOT* projects or turnkey projects a participation of future suppliers or manufacturers may even be desirable);
  - The Tenderer or individual members of the Tenderer's staff or a subcontractor are or were during the last 12 months prior to publication of the invitation to tender indirectly or directly linked to the project in question through employment as a staff member or advisor to the contracting agency, and are or were able in this connection to influence the award of the contract for services, or the Tenderer is or was otherwise able to influence the award of the contract for services.

- 3.5. By signing the Declaration of Undertaking (see Annex IV), the Tenderer attests that none of these reasons for exclusion or conflicts of interest apply. In case of doubt, when tendering the Tenderer in question shall furnish proof to the satisfaction of the contracting agency and KfW.
- 3.6. To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the Contracting Authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.
- 3.7. Where tenders include subcontracting, it is recommended that the contractual arrangements between tenderers and their subcontractors include mediation, according to national and international practices, as a method of dispute resolution.
- 3.8. The KfW's eligibility criteria to bid are described in Section IV, Eligibility criteria.
- 3.9. KfW requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section V.
- 3.10. In further pursuance of this policy, Tenderers shall permit and shall cause its agents to provide information and permit KfW or an agent appointed by KfW to inspect on site all accounts, records and other documents relating to bid submission and contract performance (in the case of award), and to have them audited by auditors or agents appointed by KfW.

#### **4. Origin**

- 4.1 No restrictions regarding the Tenderer's country of domicile or the country of origin of supplies and services are set.
- 4.2 When submitting tenders, tenderers must state the countries of origin. They may be asked to provide additional information in this regard.
- 4.3 All the Goods and Related Services to be supplied under the Contract and financed by the KfW shall have their origin in any country in accordance with Section IV, Eligibility Criteria.

#### **5. Type of contract**

Supply contract will indicate unit-price and total price.

#### **6. Currency**

Tenders must be presented in Euro.

For Contracts below 500 000 EURO: payments to international tenderers will be done in Euro; payments to national tenderers or joint venture/consortium where the leading partner is Ukrainian legal entity will be done in UAH based on the exchange rate of the National Bank of Ukraine on the day of payment.

For Contracts exceeding 500 000 Euro: payments to international tenderers and national tenderers will be done in EURO directly from KfW account.

#### **7. Lots**

This tender procedure is divided into lots.

- 7.1 The tenderer may submit a tender for one lot, several or all of the lots.
- 7.2 Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The tenderer must offer the whole of the quantity or quantities indicated for each

lot. Under no circumstances must tenders be considered for part of the quantities required. If the tenderer is awarded more than one lot, a single contract may be concluded covering all those lots.

## **8. Period of validity**

- 8.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.
- 8.2 In exceptional cases and prior to the expiry of the original tender validity period, the Contracting Authority may ask tenderers in writing to extend this period by 60 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated.
- 8.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period of the tender irrespective of the date of notification.

## **9. Language of tenders**

- 9.1 The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in the language of the procedure, which is English.

If the supporting documents are not written in English, a certified translation into English must be attached.

## **10. Submission of tenders**

- 10.1 The Contracting Authority must receive the tenders before the deadline specified in 10.3. They must include all the documents specified in point 11 of these Instructions and be sent to the following address:

**Shevchenka Str., 70, apt. 1, Lviv, 79039 Ukraine**

If the tenders are hand delivered they should be delivered to the following address:

**Shevchenka Str., 70, apt. 1, Lviv, 79039 Ukraine on or before 17:00 (GMT+3) on 11/07/2019**

Tenders must comply with the following conditions:

- 10.2 All tenders must be submitted in one original, marked 'original', and two copies signed in the same way as the original and marked 'copy'.
- 10.3 All tenders must be received at Shevchenka Str., 70, apt. 1, Lviv, 79039 Ukraine before the deadline **17:00 (GMT+3) on 11/07/2019**, by registered letter with acknowledgement of receipt, by courier or hand-delivered against receipt signed by the AHT Group AG representative.
- 10.4 All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:
  - a) the above address;
  - b) the reference code of this tender procedure, (i.e. IT-2018-3-supply-IT equipment);
  - c) where applicable, the number of the lot(s) tendered for;
  - d) the words 'Not to be opened before the tender opening session' in the language of the tender dossier (English) and in Ukrainian.

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e) the name of the tenderer.

The Tender should be submitted in one package containing **three clearly marked separate sealed envelopes**: one with the "Administrative Proposal", the second one with "Technical Proposal" and the third one with the "Financial Proposal". **The Financial Proposal shall be sealed and no financial information shall be contained in the Technical Proposal and Administrative Proposal.** In case any financial information is found in the Administrative or Technical proposal this leads to exclusion. Each envelope has to include one original, two copies.

The envelopes should then be placed in another single sealed envelope/package, unless their volume requires a separate submission for each lot.

## 11. Content of tenders

Failure to fulfil the below requirements will constitute an irregularity and may result in rejection of the tender. All tenders submitted must comply with the requirements in the tender dossier and comprise:

### Part 1: Administrative proposal:

A detailed description of the supplier participating in the Tender with the administrative specifications (provided in the Technical Specifications AnnexV), including any documentation is required.

The administrative proposal must be presented as per template (Annex I, Contractor's Qualification) adding separate sheets for details if necessary.

The tenderer must present the documents following essential criteria that are to be examined:

- absence of reasons for exclusion (see criteria under para 3.);
- experience in the execution of comparable projects;
- experience in Ukraine or in comparable countries;
- availability of qualified personnel and appropriate facilities and equipment in sufficient quantities;
- adequate financial capacity, shown in qualification table below:

Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
1	Financial Capabilities	Submission of audited balance sheets or copies of the Balance sheets with the stamp of state fiscal service tax, for the last 3 years to demonstrate the current soundness of the Tenderer's financial position based on the following criteria: <b>a) Liquidity ratio <math>\geq 1.1</math></b> (Current Assets) / (Current Liabilities) $\geq 1.1$ ) <b>b) Indebtedness ratio <math>\leq 80\%</math></b> (Total Liabilities) x 100 / (Total Assets) $\leq 80\%$ )	Must meet requirement	N/A	Must meet requirement	N/A	Annex I, B. Economic and financial capacity
2	Average Annual Supplier Turnover	Minimum average annual supplier turnover of € for Lot 1: 1 325 000,00 Lot 2: 100 000,00 calculated as total certified payments received for contracts in progress and/or completed within the last 3 years, divided by 3 years	Must meet requirement	Must meet requirement	Must meet at least twenty-five percent (25%) of the requirement	Must meet at least forty percent (40%) of the requirement	Annex I, B. Economic and financial capacity
3	Access to	Access to liquidity of €	Must meet	Must meet	Must meet at	Must meet	Liquidity Letter

Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
	Liquidity	For Lot 1: 665 000,00 For Lot 2: 50 000,00	requirement	requirement	least twenty-five percent (25%) of the requirement	at least forty percent (40%) of the requirement	issued by the Tenderer's bankers (free format)

Documents to be supplied using the templates attached are\*:

- The 'Model Declaration of Undertaking' (Annex IV) (from each member if a consortium)

Documents to be supplied in free-text format are:

- Certified copies of the registration documents of the legal entity, company Statute
- Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company, joint venture or consortium is duly authorised to do so.
- Liquidity Letter issued by the Tenderer's bankers
- Copies of the certificate of official representative/exporter.
- A statement that the company is not approaching bankruptcy.

## Part 2: Technical proposal:

The technical proposal shall include a detailed description of the supplies tendered in conformity with the technical specifications (given in the Technical Specifications AnnexV), including any documentation required and, if applicable, a list of the spare parts and consumables;

The technical offer must be presented as per template (Annex II, Contractor's technical offer) adding separate sheets for details if necessary.

Information to be supplied in free-text format:

- A description of the warranty conditions, which must be in accordance with the conditions laid down in the Technical Specifications.
- A statement by the tenderer attesting the origin of the supplies tendered (or other proofs of origin).

## Part 3: Financial proposal:

A financial proposal is to be presented and calculated on the terms of delivery DDP Lviv, Ukraine<sup>1</sup> basis for the supplies tendered.

This financial proposal should be presented as per the template shown in Annex III (Budget breakdown), adding separate sheets for details if necessary. An electronic version of the financial offer shall be on CD ROM using standard spreadsheet software.

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<sup>1</sup> DAP (Delivered At Place)/ DDP (Delivered Duty Paid) — Incoterms 2010 International Chamber of Commerce <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>.

## **12. Taxes and other charges**

The applicable tax and customs arrangements are the following:

AHT GROUP AG is exempt from all taxes, customs duties and charges. The Registration Card of the Project No. 3450-01 was issued by the Ministry of Economic Development and Trade of Ukraine on 23rd March 2018 is valid from May 1st, 2016 to April 30th, 2022. The registration card gives the following additional information:

“Pursuant to Article 3 of the Agreement dated February 03, 2016: Goods and transactions with goods, works and services financed with grant money indicated in clause 1 Article 1, are exempt from duties and other taxes and duties which are applied in the territory of Ukraine. This also concerns transactions conducted via local management funds, which may be created for the purposes of project. Goods, works and services procurement plan submitted for registration.”

Based on the Financial Agreement entered between the Cabinet of Ministers of Ukraine, represented by the Ministry of Ecology and Natural Resources of Ukraine and KfW dated 10 April 2015 the procurement of supplies subject to this tender allows for full exemption from taxes, custom duties and charges.

## **13. Additional information before the deadline for submission of tenders**

Tenderers may submit questions in writing to the following address up to 21 days before the deadline for submission of tenders, specifying the publication reference and the contract title:

AHT GROUP AG National Procurement and Financial Officer,

Ms. Stefanyshyn at stefanyshyn@snpa.in.ua,

or

AHT GROUP AG Authorized representative/ Team Leader Mr. Brombacher at brombacher@snpa.in.ua

The Contracting Authority has no obligation to provide clarifications after this date.

Any clarification of the tender dossier will be published on the website at [www.snpa.in.ua](http://www.snpa.in.ua) at the latest 11 days before the deadline for submission of tenders.

Any prospective tenderers seeking to arrange individual meetings with either the Contracting Authority during the tender period may be excluded from the tender procedure.

## **14. Clarification meeting / site visit**

- 14.1 No clarification meeting / site visit is planned. Visits by individual prospective tenderers during the tender period will not be organised.

## **15. Alteration or withdrawal of tenders**

- 15.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 10.1. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.
- 15.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 10. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.
- 15.3 No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 10.1 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

## **16. Costs of preparing tenders**

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

## **17. Ownership of tenders**

The Contracting Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

## **18. Joint venture or consortium**

- 18.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the Contracting Authority.
- 18.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the Contracting Authority in accordance with point 11 of these Instructions to Tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium.

## **19. Opening of tenders**

- 19.1 The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents have been properly included and whether the tenders are generally in order.
- 19.2 No public opening session is foreseen. The tenders will be opened by the tender evaluation committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request of MENR and KFW. An external observer from Transparency International Ukraine will be present at the meeting and will provide a report afterwards.
- 19.3 At the tender opening, the tenderers' names, the tender prices, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if required) and such other information as the Contracting Authority may consider appropriate may be announced.
- 19.4 After the opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.
- 19.5 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.
- 19.6 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Contracting Authority. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

19.7 In the opening session only Administrative Proposal envelopes will be opened.

The Administrative Proposal will be opened and examined for completeness. Only the tenders having a complete Administrative Proposals will be evaluated further. Information on the Price from Financial Proposal will not be read out loud.

Tender Guarantee is required in this tender.

## **20. Evaluation of tenders**

### **20.1 Examination of the administrative conformity of tenders**

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the Contracting Authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

Tenderers who do not comply with the selection criteria become ineligible. Tendering is unfruitful if there is no administrative compliant offer.

The following documents are to be submitted to KfW for No Objection prior to the analysing of the tenders (technical and financial proposals): <sup>[1]</sup><sub>[SEP]</sub>

- The evaluation report of the qualification, including the certificate or opinion of the consultant and a recommendation on the list of Tenderers whose technical proposals are to be analyzed.

### **20.2 Technical evaluation**

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

The minimum qualifications required indicated in the Technical Specifications and in the Description of requirements to this tender dossier.

Where contracts include after-sales service and/or training, the technical quality of such services will also be evaluated by using yes/no criteria as specified in the tender dossier.

Tenderers are excluded, if their proposal is not compliant with the technical specifications (supplies). Tendering is unfruitful, if there is no technically compliant offer.

The following documents are to be submitted to KfW <sup>[1]</sup><sub>[SEP]</sub> for No Objection prior to the opening of the financial envelopes:

- Technical Evaluation Report, including the certificate or opinion of the consultant and a recommendation on the list of Tenderers whose financial envelopes are to be analyzed.

### **20.3 Financial evaluation**

a) Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:

- where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;

- except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.
- b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.
- c) Unless specified otherwise, the purpose of the financial evaluation process is to identify the tenderer offering technically compliant supplies at the lowest price. Where specified in the technical specifications, the evaluation of tenders may take into account not only the acquisition costs but, to the extent relevant, costs borne over the life cycle of the supplies (such as for instance maintenance costs and operating costs), in line with the technical specifications. In such case, the Contracting Authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of the lowest total cost, including additional costs.

The following documents are to be submitted to KfW <sup>[11]</sup><sub>[SEP]</sub> for No Objection prior to the award of the contract: <sup>[11]</sup><sub>[SEP]</sub>

- Financial/Final Evaluation Report, including the certificate or opinion of the consultant and a recommendation to which Tenderer(s) a Letter of Acceptance shall be issued.
- Before contract signature: Draft contract agreed upon between the Contracting Authority and the Supplier

20.4 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 20.3. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

#### 20.5 Variant solutions

Variant solutions will not be taken into consideration.

#### 20.6 Award criteria

The sole award criteria will be the price. The contract will be awarded to the lowest compliant tender.

## 21. Signature of the contract and performance guarantee

21.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the **documentary proof** or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is effectively established, to show that it is not in any of the exclusion situations (such as: it is bankrupt, subject to insolvency or winding-up procedures, fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract, entering into agreement with other economic operators with the aim of distorting competition, attempting to influence the decision-making process of the contracting authority, attempting to obtain confidential information that may confer upon it undue advantages in the procurement procedures, it has been established by a final judgment that the economic operator is guilty of any of the following: fraud, corruption, participation in a criminal organisation, child labour or other forms of trafficking in human beings, money laundering or terrorist financing). This evidence or these documents or statements must carry a date not earlier than one year before the date of submission of the tender. In addition, a statement must be provided that the situations described in these documents have not changed since then.

- 21.2 The successful tenderer must also provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tenders such as: appropriate statements from banks; evidence of professional risk indemnity insurance; presentation of balance sheets or extracts from balance sheets for a period equal to or less than the last three years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established; a statement of overall turnover and turnover for works, supplies or services covered by a contract during a period of no more than the last three financial years.
- 21.3 If the successful tenderer fails to provide the documentary proof or statement or the evidence of financial and economic standing and technical and professional capacity within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the tender to the next lowest tenderer or cancel the tender procedure.
- The Contracting Authority may waive the obligation of any candidate or tenderer to submit the documentary evidence referred to above if such evidence has already been submitted for the purposes of another procurement procedure, provided that the issue date of the documents does not exceed one year and that they are still valid. In this case, the candidate or tenderer must declare on his/her honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that his/her situation has not changed.
- By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.
- 21.4 The Contracting Authority reserves the right to vary quantities specified in the tender at the time of contracting and during the validity of the contract. The total value of the supplies may not, as a result of the variation, rise or fall by more than 25 % of the original financial offer in the tender. The unit prices quoted in the tender shall be used.
- 21.5 Within 30 days of receipt of the contract signed by the Contracting Authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable), to the Contracting Authority. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.
- 21.6 If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.

## **22. Tender guarantee**

- 22.1. The Tenderer shall furnish as part of its tender, a Tender Guarantee, as specified in the Description of Requirements, in original form and in the amount and currency specified in the Description of Requirements.
- 22.2. A Tender guarantee shall use the form included in Annex VII, Tender Forms, without deviations. The Tender guarantee must be issued in the currency of the tender.
- 22.3. Tender guarantee shall be a demand guarantee in any of the following forms at the Tenderer's option:
- (a) An unconditional guarantee issued by a reputable bank or financial institution (such as an insurance, bonding or surety company);
  - (b) A cashier's or certified check issued by a bank; or
  - (c) Another security specified in the Description of Requirements;

from a reputable source from an eligible country, Eligibility Criteria Tenderers are free to use any reputable bank for the purpose of issuing the required Tender Guarantee, subject to all conditions of ITT 22 are being met without exception; the issuing bank shall have a correspondent bank in the Purchaser's country. In the case of a bank guarantee, the Tender guarantee shall be submitted either using the Tender Guarantee Form included in Annex VII, Tender Forms, or in another substantially similar format approved by the Purchaser prior to tender submission. The Tender guarantee shall be valid for forty-two (42) days beyond the original validity period of the tender, or beyond any period of extension if requested under ITT.

- 22.4. If a Tender guarantee is specified pursuant to ITT 22.1, any tender not accompanied by a substantially responsive Tender Guarantee shall be rejected by the Purchaser as non-responsive.
- 22.5. The Tender guarantee of unsuccessful Tenderer shall be returned as promptly as possible upon the successful Tenderer's signing the contract.
- 22.6. The Tender Guarantee of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the contract.

The Tender Guarantee may be forfeited:

- (a) If a Tenderer withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Submission Form, or any extension thereto provided by the Tenderer; or
  - (b) If the successful Tenderer fails to:
    - (i) Sign the Contract ; or
    - (ii) Furnish a performance security (if applicable).
- 22.7. The Tender guarantee of a JV must be in the name of the JV that submits the tender. If the JV has not been legally constituted into a legally enforceable JV at the time of tendering, the Tender guarantee shall be in the names of all future members as named in the letter of intent.

## **23. Ethics clauses**

- 23.1. Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the tender committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of their candidacy or tender and may result in administrative penalties.
- 23.2. Without the Contracting Authority's prior written authorisation, a Contractor and its staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 23.3. When submitting a tender, tenderers must declare that they are not affected by a conflict of interest and have no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Authority.
- 23.4. Contractors must at all times act impartially and as faithful advisers in accordance with the code of conduct of their profession. They will refrain from making public statements about the project or services without the Contracting Authority's prior approval. They may not commit the Contracting Authority in any way without its prior written consent.
- 23.5. For the duration of the contracts Contractors and their staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular and in accordance with the legal basic act concerned, tenderers that have been awarded contracts must abide by core labour standards as defined in the relevant

International Labour Organisation conventions (such as the Conventions on freedom of association and collective bargaining; Abolition of forced and compulsory labour; Elimination of forced and compulsory labour; Abolition of child labour).

- 23.6. Contractors may accept no payment connected with the contracts other than that provided for therein. Contractors and their staff must not exercise any activity nor receive any advantage inconsistent with their obligations to the Contracting Authority.
- 23.7. Contractors and their staff are obliged to maintain professional secrecy for the entire duration of contracts and after their completion. All reports and documents drawn up or received by Contractors will be confidential.
- 23.8. Contractors must refrain from any relationship likely to compromise their independence or that of their staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 23.9. KfW as donor reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.
- 23.10. All tenders will be rejected or contracts terminated if it emerges that the award or implementation of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has any appearance of being a front company.
- 23.11. The Contractor undertakes to supply Contracting Authority on request with all supporting documents relating to the conditions of the contract's execution. The auditor may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

## **24. Cancellation of the tender procedure**

If a tender procedure is cancelled, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, if:

- the tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally;
- exceptional circumstances or *force majeure* render normal implementation of the project impossible;
- all technically acceptable tenders exceed the financial resources available;
- there have been substantial errors, irregularities or frauds in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

**In no event will the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the Contracting Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced.**

## **25. Appeals**

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint to Project Steering Division of Project Implementation Unit (PIU-SD) at MENR, with copy to KfW Development Bank.

## **26. Data Protection**

Processing of personal data will be solely used to ensure execution of the Contract obligations, for national legal entities to the extent and within the limits set by the Law of Ukraine "On Personal Data Protection".

## Description of Requirements

Context of the Requirement. Project name:	<b>IT-2018-3-supply - IT equipment</b>  Project: "Support of Nature Protected Areas in Ukraine", BMZ Project Numbers: 2011.6612.3 and 2013.6588.1
Brief Description of the Supply	<b><i>Lot 1: Provision of computer hardware, software and accessories to the eight target PAs of the SNPA project.</i></b>  <b><i>Lot 2: Provision of amateur high-quality photo equipment and accessories to the eight target PAs of the SNPA project.</i></b>
List and Description of Expected Outputs to be Delivered	AHT GROUP AG seeks a qualified and experienced organization to be hired to supply IT equipment in the quantity and variety as per Technical Specifications under the terms of delivery DDP Lviv Ukraine
Person to Supervise the Work/Performance of the Service provider/Supplier	AHT GROUP AG Team Leader
Place of delivery	Lviv, Ukraine
Deadline for delivery	At the earliest convenience but not later than three (2) months after the contract commencement date
Currency of Proposal	<input checked="" type="checkbox"/> <del>United States Dollars</del> <input checked="" type="checkbox"/> Euro <input checked="" type="checkbox"/> <del>Local Currency — UAH</del>
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days  In exceptional circumstances, AHT GROUP AG may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this ITT. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Tender Guarantee	Tender Guarantee is required  The percentage and currency of the Tender Guarantee shall be: for LOT 1 : 2% of the Tenderer's Contract estimate in Euro for LOT 2: 2% of the Tenderer's Contract estimate in Euro  Tenderers have the option of submitting one Tender Guarantee for all lots (for the combined total amount of all lots) for which Tenders have been submitted.]
Performance Guarantee	Performance Guarantee is not required
Partial Quotes	<input type="checkbox"/> Not permitted

	x Permitted - Companies can apply for all and/or separate LOTs.							
Payment Terms	<table border="1"> <tr> <th>Outputs/Percentage/Timing</th><th>Condition for Payment Release</th></tr> <tr> <td><del>70%</del></td><td>80% on delivery of Goods at DDP Lviv</td></tr> <tr> <td>30%</td><td>20% on acceptance of goods</td></tr> </table>		Outputs/Percentage/Timing	Condition for Payment Release	<del>70%</del>	80% on delivery of Goods at DDP Lviv	30%	20% on acceptance of goods
Outputs/Percentage/Timing	Condition for Payment Release							
<del>70%</del>	80% on delivery of Goods at DDP Lviv							
30%	20% on acceptance of goods							
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	AHT GROUP AG Team Leader  Reception committee (Representative of the Recipient, Technical consultant)							
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Supplies <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type of Contract							
Criteria for Contract Award	x Lowest Price Quote among technically responsive offers <input type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) x Full acceptance of the AHT GROUP AG Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.							
Criteria for the Assessment of Proposal	<table border="1"> <tr> <td> <b><u>Technical Proposal</u></b>   X Proposal compliant with the technical specifications   <b><u>Financial Proposal</u></b>   X Proposal offering the lowest price among the proposals received by AHT GROUP AG. </td><td> <b><u>Technical Proposal (70%)</u></b>   <input checked="" type="checkbox"/> <del>Expertise of Firm / Organization submitting Proposal</del> 30%  <input checked="" type="checkbox"/> <del>Proposed Work Plan and Approach</del> 40%  <input checked="" type="checkbox"/> <del>Personnel</del> 30%   <b><u>Financial Proposal (30%)</u></b>   <input checked="" type="checkbox"/> <del>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by AHT GROUP AG.</del> </td></tr> </table>		<b><u>Technical Proposal</u></b>  X Proposal compliant with the technical specifications  <b><u>Financial Proposal</u></b>  X Proposal offering the lowest price among the proposals received by AHT GROUP AG.	<b><u>Technical Proposal (70%)</u></b>  <input checked="" type="checkbox"/> <del>Expertise of Firm / Organization submitting Proposal</del> 30% <input checked="" type="checkbox"/> <del>Proposed Work Plan and Approach</del> 40% <input checked="" type="checkbox"/> <del>Personnel</del> 30%  <b><u>Financial Proposal (30%)</u></b>  <input checked="" type="checkbox"/> <del>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by AHT GROUP AG.</del>				
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AHT GROUP AG will award the contract to:	X One and only one Supplier for each Lot <input type="checkbox"/> One or more Supplier, depending on the following factors :							
Annexes to this ITT	X Form for Submission of Proposal (Annex I, Annex II, Annex III) X Declaration of Undertaking (Annex IV) X Detailed Technical Specifications (Annex V) X Contract template (Annex VI) X Tender Forms (Annex VII) X Letter of Acceptance (Annex VIII).							
Contact Person for Inquiries  (Written inquiries only)	Solomiya Stefanyshyn, National Procurement and Financial Officer e-mail: <a href="mailto:stefanyshyn@snpa.in.ua">stefanyshyn@snpa.in.ua</a>							

<p>Documents to be submitted in proposal</p>	<p>X Dully filled in and Signed Form for Submission of Proposal (Annex I, Annex II, Annex III)</p> <p>X Business Licenses (Copies of State/Tax registration documents) and other Certificates (if any)</p> <p><input type="checkbox"/> Copies of licenses for engineering surveys and design works for construction (reconstruction);</p> <p>X Financial statements (Copies of income/balance statements for the last 3 years)</p> <p>The financial statements shall:</p> <p>(a) Reflect the financial situation of the Tender or in case of JV member, and not an affiliated entity (such as parent company or group member);</p> <p>(b) Be independently audited or certified by the State Fiscal Service;</p> <p>(c) Be complete, including all notes to the financial statements;</p> <p>(d) Correspond to accounting periods already completed and audited.</p> <p>The financial statements should show going concern of the legal entity and the absence of the long-term arrears (debt) in payments with the budget</p> <p>X Certified copies of the registration documents of the legal entity, company Statute</p> <p>X Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company, joint venture or consortium is duly authorised to do so.</p> <p>X Liquidity Letter issued by the Tenderer's bankers</p> <p>X Copies of the certificate of official representative/exporter.</p>
<p>Other Information Related to the Proposal</p>	<p><b><u>Administrative Requirements:</u></b></p> <p>Submitted offers will be reviewed on "Pass" or "Fail" basis to determine compliance with the below formal criteria/ requirement/s:</p> <ul style="list-style-type: none"> <li>✓ Offers must be submitted within the stipulated deadline</li> <li>✓ Offers must meet required Offer Validity</li> <li>✓ Offers have been signed by the proper authority</li> <li>✓ Offers include requested company/organization documentation, including documentation regarding the company/organization's legal status and registration</li> <li>✓ Offers must comply with general administrative requirements: <ul style="list-style-type: none"> <li>• properly registered company/organization;</li> <li>• at least 3 years of working experience;</li> </ul> </li> </ul>

# Eligibility Criteria

## Eligibility in KfW-Financed Procurement

1. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or Germany, all goods, works, plants, consulting services and non-consulting services are eligible for KfW financing regardless of the country of origin of the contractor, supplier, subcontractor, consultant or sub consultant inputs or resources used in the implementation processes. The Contracting Authority means the Purchaser, the Employer, the Client or the Project Executing Agency as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. Natural or legal persons (including board members or legal representatives, all members of a joint venture or any of their suppliers, contractors, subcontractors, consultants or sub consultants) shall not be awarded a KfW-financed contract if, on the date of submission of an application, a Bid or a proposal, or on the date of award of a contract, they:
  - 2.1 are bankrupt or being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;
  - 2.2 have been:
    - (a) convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this conviction is not relevant in the context of this contract and that adequate compliance measures have been taken in reaction;
    - (b) subject to an administrative sanction within the past five years by the European Union or by national authorities either in the country of the Contracting Authority or of KfW, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this sanction is not relevant in the context of this contract and that adequate compliance measures have been taken in reaction;
    - (c) convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an KfW-financed contract;
  - 2.3 are listed for financial sanctions by the United Nations, the European Union and/or Germany for the purposes of fight-against-terrorist financing or threat to international peace and security. This criterion of exclusion is also applicable to legal persons, whose majority of shares are held or factually controlled by a listed natural or legal person;
  - 2.4 have been subject within the past five years to a contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during contract performance, unless this termination was challenged and the dispute resolution is still pending or has not confirmed a full settlement against them;
  - 2.5 have not fulfilled their fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where they are constituted or the Contracting Authority's country;

- 2.6 are subject to an exclusion decision of the World Bank and are listed on the website <http://www.worldbank.org/debarr>, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this exclusion is not relevant in the context of this contract and that adequate compliance measures have been taken in reaction;
  - 2.7 have created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to KfW's satisfaction, through all relevant documents, including its Charter and other information KfW may request, that it: (i) is a legal entity separate from their state, (ii) does not currently receive substantial subsidies or budget support, (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

# **KfW Policy - Corrupt and Fraudulent Practices - Social and Environmental Responsibility<sup>2</sup>**

## **1. Corrupt and Fraudulent Practices**

The Contracting Authority and the contractors, suppliers, subcontractors, consultants or sub consultants must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Project Executing Agency, the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Declaration of Undertaking the contractors, suppliers, subcontractors, consultants or sub consultants declare that (i) "it did not engage in any practice likely to influence the contract award process to the Contracting Authority's detriment, and that it did not and will not get involved in any anti-competitive practice", and that (ii) "the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud".

Moreover, KfW requires the Contracting Authority to include in the Procurement Documents and KfW-financed contracts a provision requiring that suppliers, contractors, subcontractors, consultants or sub consultants will provide information and will permit KfW or an agent appointed by KfW to inspect on site their accounts, records and documents relating to the procurement process relating to the submission of the Application, bid submission (in case prequalified), and contract performance (in the case of award), of the KfW-financed contract, and to have them audited by auditors appointed by KfW.

KfW reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- (a) Reject a proposal for a contract award if during the qualification and selection process the contractor, the supplier or the consultant that is recommended for the award have engaged in acts of corruption, directly or by means of an agent, or fraud or anti-competitive practices in view of being awarded the Contract;
- (b) Declare misprocurement and exercise its rights on the ground of the contractual agreements with the Contracting Authority relating to suspension of disbursements, early repayment and termination if, at any time, the Contracting Authority, contractors, suppliers, subcontractors, consultants or sub consultants or their legal representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

KfW defines, for the purposes of this provision, the terms set forth below as follows:

- (a) Corruption of a Public Officer means:
  - (i) The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity; or
  - (ii) The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity.
- (b) A Public Officer shall be construed as meaning:
  - (i) Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies;

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<sup>2</sup> [Text in this Section shall not be modified.]

- (ii) Any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;
  - (iii) Any other person defined as a Public Officer by the national laws of the country of the Contracting Authority.
- (c) Corruption of a private person means:
  - (i) The act of promising, offering or giving to any person other than a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or
  - (ii) The act by which any person other than a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
- (d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
- (e) Anti-competitive practices mean:
  - (i) Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;
  - (ii) Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;
  - (iii) Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

## 2. **Social and Environmental Responsibility**

In order to promote sustainable development, KfW seeks to ensure that internationally recognized environmental and social standards are complied with. Candidates for KfW-financed contracts shall consequently undertake in the Declaration of Undertaking to:

- (a) Comply with and ensure that all their subcontractors, suppliers, in particular those for major supply items, or consultants comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract and the fundamental conventions of the International Labour Organisation<sup>3</sup> (ILO) and international environmental treaties;
- (b) Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

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<sup>3</sup> In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant / Tenderer / Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

# Administrative Proposal

**ANNEX I**

Date: dd/mm/2018

Reference: IT-2018-3-supply-IT equipment

## **AHT GROUP AG**

Project: "Support of Nature Protected Areas in Ukraine"

BMZ Project Numbers: 2011.6612.3 and 2013.6588.1. financed from the loan funds provided by the Government of the Federal Republic of Germany through KfW pursuant to the Agreement between the Cabinet of Ministers of Ukraine and the Government of the Federal Republic of Germany on Financial Cooperation (allocation 2011, 2012 and 2013) dated 10.05.2015, implemented by AHT GROUP AG (the leading partner of the consortium in association with WWF International Danube-Carpathian Programme, Frankfurt Zoological Society (FZS), and Ukrainian Society for the Protection of Birds (USPB))

## **FORM FOR SUBMITTING SUPPLIER'S PROPOSAL**

***(This Form must be submitted only using the Supplier's Official Letterhead)***

Place: \_\_\_\_\_

Date: \_\_\_\_\_

To: Project: Support of Nature Protected areas in Ukraine"  
Attention: Ms. Solomiya Stefanyshyn  
Shevchenka 70 apt.1, Lviv 79039 Ukraine

### **A. QUALIFICATIONS OF THE SUPPLIER**

<b>BRIEF COMPANY PROFILE</b>	
The Supplier must describe and explain how and why they are the best entity that can deliver the requirements of AHT GROUP AG by indicating the following:	
Full registration name	
Year of foundation	
Legal status	
Legal address	
Actual address	
Bank information	
VAT payer status	
Contact person name	
Contact person email	

REFERENCE: IT-2018-3-supply-IT equipment

Contact person phone	
Company/Organization's core activities	
Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations (If any);	Please indicate here
Business Licenses – Registration Papers, Tax Payment Certification, etc	EDRPOU (company registration), ID tax number  Copies of State registration, Tax registration and Statute should be attached
Latest Audited Financial Statement or Financial results (2016 -2018) <sup>4</sup>	<p>Copies of income statements and balance sheets (extended version of the statements), showing:</p> <ul style="list-style-type: none"> <li>• assets and liabilities lines</li> <li>• profitable balance of the legal entity</li> <li>• going concern of the legal entity</li> <li>• legal entity does not have long-term arrears (debt) in payments with the budget</li> </ul> <p>The financial statements shall:</p> <p>(a) Reflect the financial situation of the Tender or in case of JV member, and not an affiliated entity (such as parent company or group member);</p> <p>(b) Be independently audited or certified by the State Fiscal Service</p> <p>(c) Be complete, including all notes to the financial statements;</p> <p>(d) Correspond to accounting periods already completed and audited.</p>
Track Record performed within the last 3 years	Please indicate here the List of clients for similar supplies as those required by AHT GROUP AG, indicating description of contract scope, contract duration, contract value, contact references;
Certificates and Accreditation	Please indicate here applicable including Quality Certificates, Document of official representative/exporter/ etc.
Please provide contact details of at least 3 previous partners for reference	
Other relevant information	<ul style="list-style-type: none"> <li>• Declaration of Undertaking</li> <li>• A statement that the company is not approaching bankruptcy;</li> </ul>

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<sup>4</sup> If audited Financial statements are not available the Supplier should provide the statements verified by the stamp of the State Fiscal Service

## B. ECONOMIC AND FINANCIAL CAPACITY<sup>5</sup>

Please complete the following table of financial data<sup>6</sup> based on your annual accounts and your latest projections. If annual accounts are not yet available for the current year or past year, please provide your latest estimates in the columns marked with \*\*. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the table). Any clarification or explanation which is judged necessary may also be provided.

Financial data	2 years before last year <sup>7</sup> 2016 Euro	Year before last year 2017 Euro	Last year 2018 Euro	Average <sup>8</sup> Euro
Annual turnover <sup>9</sup> , excluding this contract				
Total Assets (TA)				
Total Liabilities (TL)				
Total Equity/Net Worth (NW)				
Current Assets <sup>10</sup>				
Current Liabilities <sup>11</sup>				
Current ratio (current assets/current liabilities)				
Total Revenue (TR)				
Profits Before Taxes (PBT)				
Cash Flow from Operating Activities				

We understand that if we fail to respond within the delay after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.

Yours faithfully,

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Signature of authorized representative of the legal entity

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Name and position of authorized representative of the legal entity

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<sup>5</sup> Natural persons have to prove their capacity in accordance with the selection criteria and by the appropriate means.

<sup>6</sup> If this application is submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members. Consolidated data are not requested for financial ratios.

<sup>7</sup> Last year=last accounting year for which the entity's accounts have been closed.

<sup>8</sup> Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

<sup>9</sup> The gross inflow of economic benefits (cash, receivables, other assets) arising from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.

<sup>10</sup> A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.

<sup>11</sup> A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.

REFERENCE: IT-2018-3-supply-IT equipment

# Technical Proposal

## ANNEX II

*(This Form must be submitted only using the Supplier's Official Letterhead)*

**PUBLICATION REFERENCE:** IT-2018-3-supply-IT equipment

**NAME OF TENDERER:** \_\_\_\_\_

[insert: Location].

[insert: Date]

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### **AHT GROUP AG**

Project: "Support of Nature Protected Areas in Ukraine"

BMZ Project Numbers: 2011.6612.3 and 2013.6588.1. financed from the loan funds provided by the Government of the Federal Republic of Germany through KfW pursuant to the Agreement between the Cabinet of Ministers of Ukraine and the Government of the Federal Republic of Germany on Financial Cooperation (allocation 2011, 2012 and 2013) dated 10.05.2015, implemented by AHT GROUP AG (the leading partner of the consortium in association with WWF International Danube-Carpathian Programme, Frankfurt Zoological Society (FZS), and Ukrainian Society for the Protection of Birds (USPB))

## **TECHNICAL PROPOSAL**

The technical Proposal should be presented as per template below, adding separate sheets for details if necessary.

The tenderers are requested to complete the template on the next pages:

- Column 2 is completed by the Contracting Authority shows the required specifications (not to be modified by the tenderer),
- Column 3 is to be filled in by the tenderer and must detail what is offered (for example the words "compliant" or "yes" are not sufficient)
- Column 4 allows the tenderer to make comments on its proposed supply and to make eventual references to the documentation
- Column 5 is reserved for the evaluation committee

The eventual documentation supplied should clearly indicate (highlight, mark) the models offered and the options included, if any, so that the evaluators can see the exact configuration. Offers that do not permit to identify precisely the models and the specifications may be rejected by the evaluation committee.

REFERENCE: IT-2018-3-supply-IT equipment

Technical Offer for **Lot 1: Provision of computer hardware, software and accessories to the eight target PAs of the SNPA project.**

1. Item Number	2. Specifications Required	3. Specifications Offered	4. Notes, remarks, ref to documentation	5. Evaluation Committee's notes
1	Desktop computers			
1.1	* <b>Desktop computers:</b> Processor AMD Ryzen 3 2200G or Intel i3-8100 3.6 GHZ / Motherboard Asus or MSI (Chipset AMD B350 or Intel H370), interfaces: HDMI, LAN, min. 4x USB (of which min. 2x USB 3.0) / RAM 8 GB DDR4-2400, Crucial or G.Skill or Corsair or Patriot / SSD 120 – 140 GB, Samsung or SanDisk / HDD 1 TB, WesternDigital or Seagate / DVD±RW / sufficient PSU by "Corsair or be quiet!" / silent cooling / clean Windows 10 Pro 64bit (Ukrainian language) preinstalled, Anti-Virus software 3 years subscription			
1.2	** <b>Desktop computers:</b> Processor Intel Core i7 8700K / Motherboard Asus or MSI (Chipset Intel Z370 or Intel Q370), interfaces: LAN, min. 6x USB (of which min. 4x USB 3.1) / RAM 32 GB DDR4-2400, Crucial or G.Skill or Corsair or Patriot / SSD 500 – 520 GB, Samsung or SanDisk / HDD 2 TB, WesternDigital or Seagate / NVIDIA GeForce GTX 1050, 2 GB / DVD±RW / sufficient PSU by "Corsair or be quiet!" / silent cooling / clean Windows 10 Pro 64bit (Ukrainian language) preinstalled, Anti-Virus software 3 years subscription			
1.3	*** <b>Desktop computers:</b> Processor Intel Core i7 8700K / Motherboard Asus or MSI (Chipset Intel Z370), interfaces: LAN, min. 6x USB (of which min. 4x USB 3.1) / RAM 64 GB DDR4-2400, Crucial or G.Skill or Corsair or Patriot / SSD 1 TB, Samsung or SanDisk / HDD 2 TB, WesternDigital or Seagate / NVIDIA Quadro P2000, 5 GB / 2x DVD±RW / sufficient PSU by "Corsair or be quiet!" / silent cooling / clean Windows 10 Pro 64bit (Ukrainian language) preinstalled, Anti-Virus software 3 years subscription			
2	Screens			
2.1	Monitor 23-24": Screen size: 23 – 24" / native resolution: 1920 x 1080 / aspect ratio: 16:9 / contrast ratio: 1000:1 to 3000:1 / brightness: 250 cd/m2 / display colors: 16.7 million / build in speakers / interfaces: HDMI, D-sub / flicker-free / weight: up to 6 kg			
2.2	Monitor 27": Screen size: 27" / native resolution: 2560 x 1440 or 1920 x 1080/ aspect ratio: 16:9 / refresh rate: 75 Hz / respond time: 1 ms / brightness: 350 cd/ m2 / display colors: 16.7 million / build in 2x 2 W stereo speakers / interfaces: HDMI, DisplayPort, Dual-link DVI / power consumption below 40 W / flicker-free / weight: up to 8 kg			

REFERENCE: IT-2018-3-supply-IT equipment

<b>3</b>	<b>Notebooks</b>			
3.1	Notebook: Intel Core i5-7200U / RAM 8 GB / SSD 512 GB / monitor size: 15.6", resolution: 1920 x 1080 / WiFi 802.11ac / Bluetooth 4.2 / gigabit ethernet / HDMI / VGA / min. 3x USB 3.0 / min. 1x USB 2.0 / DVD±RW / Ukrainian language keyboard / battery: min. 5 hours operating time / clean Windows 10 Pro 64bit (Ukrainian language) preinstalled, Anti-Virus software with 3 years subscription			
3.2	Notebook (rugged): Intel i5-6300U / RAM 1 x 8 GB / SSD 512 GB / monitor size: 13 – 14", resolution: min. 1366 x 768 / WiFi 802.11ac / Bluetooth 4.2 / Battery: 95 – 105Wh / DVD±RW / backlit keyboard , Ukrainian language / IP-52 protection (dust and water) / clean Windows 10 Pro 64bit (Ukrainian language) preinstalled, Anti-Virus software with 3 years subscription.			
<b>4</b>	<b>Software</b>			
4.1	Office suite: Microsoft Office Home & Business 2019 for PC, 64 bit			
<b>5</b>	<b>Printers and Scanners</b>			
5.1	MFP b/w and color laser printer / print, copy, scan, fax / duplex printing / printing resolution: up to 2,400 x 600 dpi / A4 print speed: 29 – 33 ppm / max. paper size: A4 / recommended monthly volume: between 6.000 - 10.000 pages / scanning from flatbet, ADF / scanning resolution (flatbet): up to 1,200 x 2,400 dpi / interfaces: LAN, USB, WiFi / weight: up to 28 kg			
5.2	3 year's supply of color toner: 5x cyan, magenta, yellow, greatest cartridge capacity available / 8 x black, greatest cartridge capacity available 1920			
5.3	Printer b/w: Mono laser printer / duplex printing / resolution: up to 1,200 x 1,200 dpi / A4 print speed: 35– 48 ppm / max. paper size: A4 / recommended monthly volume: between 6.000 - 10.000 pages / interfaces: LAN, USB, WIFI / weight: up to 14 kg			
5.4	3 year's supply of mono toner: 12 x black, greatest cartridge capacity available			
5.5	A0 Plotter: Color inkjet printer (A0) / printing resolution: up to 2,400 x 1.200 dpi / A0 print speed: max. 1:20 min (std.) or 0:50 min (fast) / max. paper size: A0 / line accuracy: max ±0,1% / interfaces: LAN, USB, WiFi / weight: up to 110 kg			
5.6	3 year's supply of color toner: 1800 ml BK/MBK/C/M/Y ink			
5.7	A3 Scanner: Flatbet color scanner / resolution: 1,200 dpi / scanning area A3 / weight: up to 5 kg			
<b>6.</b>	<b>Backup Systems</b>			
6.1	NAS: Capacity: 16 TB / 3.5 inch hard drive bays (4x) / Gigabit Ethernet (2x) / processor: 2x min. 1.5 GHz / RAM			

REFERENCE: IT-2018-3-supply-IT equipment

	min. 2 GB DDR3 / user access control, privileges per folder / RAID: JBOD, spanning, 0/1/5/10 + hot spare			
6.2	External hard disk: Capacity 2 TB / USB 3.0 / color: black / weight: max. 250g / incl. cable			
<b>7.</b>	<b>Accessories</b>			
7.1	Web-camera: Image resolution: 1280 x 720p / integrated microphone with noise reduction / TrueColor technology / weight max. 100g			
7.2	Regular mouse: Around 200 to 4000 dpi (selectable) / 6 – 8 buttons / connection: USB / weight: up to 150 g			
7.3	GIS & media mouse: 200 to 4000 dpi (selectable) / gesture button / 6 – 8 buttons / connections: USB, Bluetooth, 2.4 GHz dongle / battery life: 60 – 80 days / weight: up to 150 g			
7.4	Keyboard: Durable keys / Ukrainian language /with numpad; min. 105 keys / connection: USB / weight: up to 1.5 kg			
7.5	Graphic Tablets: Active area: 220 x 140 mm / resolution: 5080 lpi / pen pressure levels: 8192 / multitouch capabilities / keys: 8 / USB / Bluetooth / weight: max. 700 g			
7.6	Video projector: Native resolution: 1280 x 800 / brightness: 4000 – 4500 ANSI lumens / contrast ratio: up to 20,000:1 / image size: up to 300" / 2D keystone adjustment / interfaces: HDMI, VGA, USB / weight: max. 3.5 kg			
7.7	Projector screen: Pull-up screen / viewing area: 160 x 120 cm – 200 x 150 cm / aspect ratio: 4:3 / weight: up to 20 kg			
7.8	Conference speakerphone: Output power: 10W / omni-directional microphone / USB / Bluetooth / optimized for Microsoft / weight: max. 300g			
7.9	Conference webcam: Resolution: 1920x1080 pixels / 90° field of view / autofocus / H.264/SVC video compression / optimized for Microsoft / weight: max. 175g			
<b>8.</b>	<b>Other</b>			
8.1	A3 Laminator: Pouch thickness: 2 x 75 - 2 x 125 mic / warmup time: 1 minute / dimensions: max. 500 x 100 x 120 (mm) / weight: max. 2.5 kg			
8.2	3 year's supply of different laminating pouches			

\_\_\_\_\_  
Signature of authorized representative of the legal entity

\_\_\_\_\_  
Name and position of authorized representative of the legal entity

REFERENCE: IT-2018-3-supply-IT equipment

**Technical Offer for Lot 2: Provision of amateur high-quality photo equipment and accessories to the eight target PAs of the SNPA project**

1. Item Number	2. Specifications Required	3. Specifications Offered	4. Notes, remarks, ref to documentation	5. Evaluation Committee's notes
1.	<b>Digital camera kit professional</b>			
1.1	Camera body: bridge camera / min. 25x optical zoom / focal length: 24-600mm (35mm equivalent) / resolution: min. 20 MP / 4K video recording / connectivity: 3.5 mm microphone input, USB, Micro-HDMI, WIFI, Bluetooth, NFC / weight max. 1.2 kg			
1.2	SD-Card: capacity: 128 GB / reading speed: up to 95 MB/s / writing speed: up to 90 MB/s			
1.3	Accessories: additional original batteries (2x) / high-speed card-reader (USB 3.0) / cleaning kit / camera bag which holds full set of equipment			
2.	<b>Digital camera kit daily use</b>			
2.1	Camera: resolution: min. 16 MP / up to 83x optical zoom / Full HD video recording / weight: max. 1 kg			
2.2	SD-Card: capacity: 64 GB / reading speed: up to 95 MB/s / writing speed: up to 90 MB/s			
2.3	Accessories: additional original batteries (2x) / camera bag			

\_\_\_\_\_  
Signature of authorized representative of the legal entity

\_\_\_\_\_  
Name and position of authorized representative of the legal entity

# **Financial proposal**

**PUBLICATION REFERENCE: IT-2018-3-supply-IT equipment****NAME OF TENDERER:** \_\_\_\_\_

Date: \_\_\_\_\_

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**AHT GROUP AG**

Project: "Support of Nature Protected Areas in Ukraine"

BMZ Project Numbers: 2011.6612.3 and 2013.6588.1. financed from the loan funds provided by the Government of the Federal Republic of Germany through KfW pursuant to the Agreement between the Cabinet of Ministers of Ukraine and the Government of the Federal Republic of Germany on Financial Cooperation (allocation 2011, 2012 and 2013) dated 10.05.2015, implemented by AHT GROUP AG (the leading partner of the consortium in association with WWF International Danube-Carpathian Programme, Frankfurt Zoological Society (FZS), and Ukrainian Society for the Protection of Birds (USPB))

**Budget breakdown**

**for Lot 1: Provision of computer hardware, software and accessories to the eight target  
PAS of the SNPA project.**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>ITEM NUMBER</b>	<b>QUANTITY</b>	<b>SPECIFICATIONS OFFERED (INCL BRAND/MODEL)</b>	<b>UNIT COSTS WITH DELIVERY DDP<sup>12</sup> LVIV, UKRAINE [EUR]</b>	<b>TOTAL [EUR]</b>
<b>1</b>		<b>Desktop computers</b>		
1.1	203	1* Brand: Model:		
1.2	16	2** Brand: Model:		
1.3	16	3*** Brand: Model:		
<b>2</b>		<b>Screens</b>		
2.1	203	Monitor 23-24"		
2.2	48	Monitor 27"		

<sup>12</sup> DAP (Delivered At Place)/DDP (Delivered Duty Paid) — Incoterms 2010 International Chamber of Commerce <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/> .

<b>3</b>		<b>Notebooks</b>		
3.1	49	Notebook		
3.2	33	Notebook (rugged)		
<b>4</b>		<b>Software</b>		
4.1	317	Office suite		
<b>5</b>		<b>Printers and Scanners</b>		
5.1	40	Multifunctional printer (MFP)		
5.2	40	3 year's <i>set of consumption material</i>		
5.3	94	Printer b/w		
5.4	94	3 year's <i>set of consumption material</i>		
5.5	7	A0 Plotter		
5.6	7	3 year's <i>set of consumption material</i>		
5.7	32	A3 Scanner		
<b>6.</b>		<b>Backup Systems</b>		
6.1	14	NAS		
6.2	317	External hard disk		
<b>7.</b>		<b>Accessories</b>		
7.1	85	Web-camera		
7.2	285	Regular mouse		
7.3	32	GIS & media mouse		
7.4	235	Keyboard		
7.5	9	Graphic Tablets		
7.6	13	Video projector		
7.7	13	Projector screen		
7.8	8	Conference speakerphone		

7.9	8	Conference webcam		
<b>8.</b>		<b>Other</b>		
8.1	9	A3 Laminator		
8.2	9	3-year's set of consumption material		
			Total	

\_\_\_\_\_  
Signature of authorized representative of the legal entity

\_\_\_\_\_  
Name and position of authorized representative of the legal entity

## Budget breakdown

**for Lot 2: Provision of amateur high-quality photo equipment and accessories to the eight target PAs of the SNPA project**

A	B	C	D	E
ITEM NUMBER	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS WITH DELIVERY DDP <sup>13</sup> LVIV UKRAINE [EUR]	TOTAL [EUR]
1.		<b>Digital camera kit professional</b>		
1.1	10	Camera body		
1.2	20	SD-Card 128Gb		
1.3	10	Accessories		
2.		<b>Digital camera kit daily use</b>		
2.1	51	Camera		
2.2	51	SD-Card 64Gb		
2.3	51	Accessories		
			Total	

\_\_\_\_\_  
Signature of authorized representative of the legal entity

\_\_\_\_\_  
Name and position of authorized representative of the legal entity

<sup>13</sup> DAP (Delivered At Place) / DDP (Delivered Duty Paid) — Incoterms 2010 International Chamber of Commerce  
<http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>.

**Declaration of Undertaking** 

Reference name of the Application: IT-2018-3-supply-IT equipment

**To: AHT GROUP AG (“Contracting Authority”)**

Project: “Support of Nature Protected Areas in Ukraine”

BMZ Project Numbers: 2011.6612.3 and 2013.6588.1. financed from the loan funds provided by the Government of the Federal Republic of Germany through KfW pursuant to the Agreement between the Cabinet of Ministers of Ukraine and the Government of the Federal Republic of Germany on Financial Cooperation (allocation 2011, 2012 and 2013) dated 10.05.2015, implemented by AHT GROUP AG (the leading partner of the consortium in association with WWF International Danube-Carpathian Programme, Frankfurt Zoological Society (FZS), and Ukrainian Society for the Protection of Birds (USPB)

1. We recognise and accept that KfW (“KfW”) only finances projects of the Contracting Authority subject to its own conditions which are set out in the contractual agreements it has entered into with the Contracting Authority. As a matter of consequence, no legal relationship exists between KfW and our company, our joint venture or our subcontractors, suppliers or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client or the Project Executing Agency as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our joint venture or – in the case of being awarded a contract - any of our subcontractors, suppliers or subconsultants are in any of the following situations:

2.1) Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;

2.2) Having been:

a. convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (*in the event of such conviction, the applicant or Tenderer shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);

b. subject to an administrative sanction within the past five years by the European Union or by national authorities either in the country of the Contracting Authority or of KfW, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (*in the event of such sanction, the applicant or Tenderer shall attach to this Declaration of Undertaking supporting information showing that this sanction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);

c. convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an KfW-financed contract;

2.3) Being listed for financial sanctions by the United Nations, the European Union and/or Germany for the purposes of fight-against-terrorist financing or threat to international peace and security. This criterion of exclusion is also applicable to legal persons, whose majority of shares are held or factually controlled by a listed natural or legal person;

2.4) Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

REFERENCE: IT-2018-3-supply-IT equipment

2.5) Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;

2.6) Being subject to an exclusion decision of the World Bank or any other international development financing institution and being listed on the website <http://www.worldbank.org/debarr> respectively the relevant list of any other international development financing institution (*in the event of such exclusion, the applicant or Tenderer shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);

2.7) Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.

3. We hereby certify that neither we, nor any of the members of our joint venture or any of our subcontractors, suppliers or subconsultants are in any of the following situations of conflict of interest:

3.1) Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.2) Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.3) Being controlled by or controlling another Tenderer or consultant, or being under common control with another Tenderer or consultant, or receiving from or granting subsidies directly or indirectly to another Tenderer or consultant, having the same legal representative as another Tenderer or consultant, maintaining direct or indirect contacts with another Tenderer or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;

3.4) Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;

3.5) In the case of procurement of goods, works or plants:

i. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract; <sup>[L]</sup><sub>[SEP]</sub>

ii. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract; <sup>[L]</sup><sub>[SEP]</sub>

4. If we are a state-owned entity, and compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of the Contracting Authority, which will inform KfW, any change in situation with regard to points 2 to 4 here above.

6. In the context of the procurement process and performance of the corresponding contract:

6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit.

6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;

6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;

6.6) Neither we nor any of the members of our joint venture or any of our subcontractors, suppliers or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany;

6.7) We commit ourselves to comply with and ensure that our subcontractors, suppliers, in particular those for major supply items, or consultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation<sup>11</sup> (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans provided by the Contracting Authority.

7. We, as well as all members of our joint venture and our subcontractors, suppliers or subconsultants will provide information and authorise KfW or an agent appointed by KfW to inspect on site accounts, records and other documents relating to the entire procurement and award process and – in the case of being awarded a contract – the execution of the contract and to have them audited by auditors or agents appointed by KfW.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

Duly empowered to sign in the name and on behalf of <sup>12</sup> : \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

<sup>11</sup> In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant / Tenderer / Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

<sup>12</sup> In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, Tenderer or consultant shall attach a power of attorney from the applicant, Tenderer or consultant.

## TECHNICAL SPECIFICATIONS

## 1. Technical specifications for computer hardware, software and accessories to the eight target PAs of the SNPA project.

Desktop computers	
* Desktop computer	Processor AMD Ryzen 3 2200G or Intel i3-8100 3.6 GHZ / Motherboard Asus or MSI (Chipset AMD B350 or Intel H370), , interfaces: HDMI, LAN, min. 4x USB (of which min. 2x USB 3.0) / RAM 8 GB DDR4-2400, Crucial or G.Skill or Corsair or Patriot / SSD 120 – 140 GB, Samsung or SanDisk / HDD 1 TB, WesternDigital or Seagate / DVD±RW / sufficient PSU by "Corsair or be quiet!" / silent cooling / clean Windows 10 Pro 64bit (Ukrainian language) preinstalled. Anti-Virus software 3 years subscription
** Desktop computer	Processor Intel Core i7 8700K / Motherboard Asus or MSI (Chipset Intel Z370 or Intel Q370), interfaces: LAN, min. 6x USB (of which min. 4x USB 3.1) / RAM 32 GB DDR4-2400, Crucial or G.Skill or Corsair or Patriot / SSD 500 – 520 GB, Samsung or SanDisk / HDD 2 TB, WesternDigital or Seagate / NVIDIA GeForce GTX 1050, 2 GB / DVD±RW / sufficient PSU by "Corsair or be quiet!" / silent cooling / clean Windows 10 Pro 64bit (Ukrainian language) preinstalled. Anti-Virus software 3 years subscription
*** Desktop computer	Processor Intel Core i7 8700K / Motherboard Asus or MSI (Chipset Intel Z370), interfaces: LAN, min. 6x USB (of which min. 4x USB 3.1) / RAM 64 GB DDR4-2400, Crucial or G.Skill or Corsair or Patriot / SSD 1 TB, Samsung or SanDisk / HDD 2 TB, WesternDigital or Seagate / NVIDIA Quadro P2000, 5 GB / 2x DVD±RW / sufficient PSU by "Corsair or be quiet!" / silent cooling / clean Windows 10 Pro 64bit (Ukrainian language) preinstalled. Anti-Virus software 3 years subscription
Screens	
Monitor 23-24"	Screen size: 23 – 24" / native resolution: 1920 x 1080 / aspect ratio: 16:9 / contrast ratio: 1000:1 to 3000:1 / brightness: 250 cd/m <sup>2</sup> / display colors: 16.7 million / build in speakers / interfaces: HDMI, D-sub / flicker-free / weight: up to 6 kg
Monitor 27"	Screen size: 27" / native resolution: 2560 x 1440 or 1920 x 1080 / aspect ratio: 16:9 / refresh rate: 75 Hz / respond time: 1 ms / brightness: 350 cd/ m <sup>2</sup> / display colors: 16.7 million / build in 2x 2 W stereo speakers / interfaces: HDMI, DisplayPort, Dual-link DVI / power consumption below 40 W / flicker-free / weight: up to 8 kg

Notebooks	
Notebook	Intel Core i5-7200U / RAM 8 GB / SSD 512 GB / monitor size: 15.6", resolution: 1920 x 1080 / WiFi 802.11ac / Bluetooth 4.2 / gigabit ethernet / HDMI / VGA / min. 3x USB 3.0 / min. 1x USB 2.0 / DVD±RW / Ukrainian language keyboard / battery: min. 5 hours operating time / clean Windows 10 Pro 64bit (Ukrainian language) preinstalled. Anti-Virus software with 3 years subscription
Notebook (rugged)	Intel i5-6300U / RAM 1 x 8 GB / SSD 512 GB / monitor size: 13 – 14", resolution: min. 1366 x 768 / WiFi 802.11ac / Bluetooth 4.2 / Battery: 95 – 105Wh / DVD±RW / Ukrainian language keyboard / backlit keyboard / IP-52 protection (dust and water) / clean Windows 10 Pro 64bit (Ukrainian language) preinstalled. Anti-Virus software with 3 years subscription
Software	
Office suite	Microsoft Office Home & Business 2019 for PC, 64 bit
Printers and Scanners	
Multifunctional Printer	Color laser printer / print, copy, scan, fax / duplex printing / printing resolution: up to 2,400 x 600 dpi / A4 print speed: 29 – 33 ppm / max. paper size: A4 / recommended monthly volume: between 6.000 - 10.000 pages / scanning from flatbet, ADF / scanning resolution (flatbet): up to 1,200 x 2,400 dpi / interfaces: LAN, USB, WiFi / weight: up to 28 kg
3 year's supply of color toner	5x cyan, magenta, yellow, greatest cartridge capacity available / 8 x black, greatest cartridge capacity available 1920
Printer b/w	Mono laser printer / duplex printing / resolution: up to 1,200 x 1,200 dpi / A4 print speed: 20,000 pages / max. paper size: A4 / recommended monthly volume: between 6.000 - 10.000 / interfaces: LAN, USB, WIFI / weight: up to 14 kg
3 year's supply of mono toner	12 x black, greatest cartridge capacity available
A0 Plotter	Color inkjet printer (A0) / printing resolution: up to 2,400 x 1.200 dpi / A0 print speed: max. 1:20 min (std.) or 0:50 min (fast) / max. paper size: A0 / line accuracy: max ±0,1% / interfaces: LAN, USB, WiFi / weight: up to 110 kg
3 year's supply of color toner	1800 ml BK/MBK/C/M/Y ink
A3 Scanner	Flatbet color scanner / resolution: 1,200 dpi / scanning area A3 /

	weight: up to 5 kg
<b>Backup Systems</b>	
NAS	Capacity: 16 TB / 3.5 inch hard drive bays (4x) / Gigabit Ethernet (2x) / processor: 2x min. 1.5 GHz / RAM min. 2 GB DDR3 / user access control, privileges per folder / RAID: JBOD, spanning, 0/1/5/10 + hot spare
External hard disk	Capacity 2 TB / USB 3.0 / color: black / weight: max. 250g / incl. cable
<b>Accessories</b>	
Web-camera	Image resolution: 1280 x 720p / integrated microphone with noise reduction / TrueColor technology / weight max. 100g
Regular mouse	Around 200 to 4000 dpi (selectable) / 6 – 8 buttons / connection: USB / weight: up to 150 g
GIS & media mouse	200 to 4000 dpi (selectable) / gesture button / 6 – 8 buttons / connections: USB, Bluetooth, 2.4 GHz dongle / battery life: 60 – 80 days / weight: up to 150 g
Keyboard	Durable keys / Ukrainian language/ with numpad; min. 105 keys / connection: USB / weight: up to 1.5 kg
Graphic Tablets	Active area: 220 x 140 mm / resolution: 5080 lpi / pen pressure levels: 8192 / multitouch capabilities / keys: 8 / USB / Bluetooth / weight: max. 700 g
Video projector	Native resolution: 1280 x 800 / brightness: 4000 – 4500 ANSI lumens / contrast ratio: up to 20,000:1 / image size: up to 300" / 2D keystone adjustment / interfaces: HDMI, VGA, USB / weight: max. 3.5 kg
Projector screen	Pull-up screen / viewing area: 160 x 120 cm – 200 x 150 cm / aspect ratio: 4:3 / weight: up to 20 kg
Conference speakerphone	Output power: 10W / omni-directional microphone / USB / Bluetooth / optimized for Microsoft / weight: max. 300g
Conference webcam	Resolution: 1920x1080 pixels / 90° field of view / autofocus / H.264/SVC video compression / optimized for Microsoft / weight: max. 175g
<b>Other</b>	
A3 Laminator	Pouch thickness: 2 x 75 - 2 x 125 mic / warmup time: 1 minute / dimensions: max. 500 x 100 x 120 (mm) / weight: max. 2.5 kg

3 year's supply of different laminating pouches	
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Additional features:

- Warranty: minimum warranty period is 12 months (with the possibility to extend the warranty period up to 60 months)
- Visibility requirements: The goods should be branded according to the Project Visibility Requirements: [http://bit.ly/SNPA\\_Visibility](http://bit.ly/SNPA_Visibility). The placement of logos depends on the goods. The branding should contain 3-color logos. The sticker should be made of a premium class self-adhesive film, for long-term applications. The layout for printing and the placement should be agreed prior with the AHT GROUP AG. The supplier should cover costs of producing and installation of stickers on the goods.

## 2. Technical specifications for amateur high-quality photo equipment and accessories to the eight target PAs of the SNPA project

<b>Digital camera kit professional</b>	
Camera body	<u>Camera body: bridge camera / min. 25x optical zoom / focal length: 24-600mm (35mm equivalent) / resolution: min. 20 MP / 4K video recording / connectivity: 3.5 mm microphone input, USB, Micro-HDMI, WIFI, Bluetooth, NFC / weight max. 1.2 kg</u>
SD-Card	capacity: 128 GB / reading speed: up to 95 MB/s / writing speed: up to 90 MB/s
Accessories	additional original batteries (2x) / high-speed card-reader (USB 3.0) / cleaning kit / camera bag which holds full set of equipment
<b>Digital camera kit daily use</b>	
Camera	resolution: min. 16 MP / up to 83x optical zoom / Full HD video recording / weight: max. 1 kg
SD-Card	capacity: 64 GB / reading speed: up to 95 MB/s / writing speed: up to 90 MB/s
Accessories	additional original batteries (2x) / camera bag

### Additional features:

- Warranty: minimum warranty period is 12 months (with the possibility to extend the warranty period up to 60 months)
- Visibility requirements: The goods should be branded according to the Project Visibility Requirements: [http://bit.ly/SNPA\\_Visibility](http://bit.ly/SNPA_Visibility). The placement of logos depends on the goods. The branding should contain 3-color logos. The sticker should be made of a premium class self-adhesive film, for long-term applications. The layout for printing and the placement should be agreed prior with the AHT GROUP AG. The supplier should cover costs of producing and installation of stickers on the goods.

## Draft contract

## I. GENERAL CONDITIONS / ЗАГАЛЬНІ УМОВИ

SUPPLY CONTRACT # _____	ДОГОВІР ПОСТАВКИ № _____
Ukraine, city of Lviv “ ” 2019	Україна, м.Львів « » 2019 року
Reference Number: IT-2018-3-supply-IT equipment [Project “Support of Nature Protected Areas in Ukraine” BMZ Project Numbers: 2011.6612.3 and 2013.6588.1]	Посилання: IT-2018-3-supply-IT equipment [Project “Support of Nature Protected Areas in Ukraine” BMZ Project Numbers: 2011.6612.3 and 2013.6588.1]
<p><b>AHT Group AG</b>, (Germany, city of Essen) referred to as „AHT“ is an Accredited executor of the project (program) of international technical assistance to the project “Support of Nature Protected Areas (SNPA) in Ukraine” for the management of the KfW funded SNPA-Disposition Fund, being registered at the following address in Ukraine: 79039 Lviv, Str. Shevchenka 70 apt.1 Lviv (Certificate № 283 of Accreditation of the Service Provider legal entity – non resident - for the project (program) of international technical assistance dated 10.08.2016, issued by the Ministry of economic development and trade of Ukraine, valid till 30.04.2022), referred to as the <b>Client</b> and represented Mr. Michael Brombacher, who acts upon the above indicated Certificate #283, on one hand and</p> <p>_____, legal entity, registered at the address: _____, identification number of _____ legal entity: _____, hereinafter referred to as the <b>Supplier</b>, in person of _____, who acts on the base of _____, on the other hand, hereinafter jointly referred to as Parties, each separately - as the Party,</p>	<p><b>АГТ ГРУП АГ (AHT GROUP AG)</b> (Німеччина, м. Ессен), що є акредитованим виконавцем проекту (програми) міжнародної технічної допомоги по проекту «Підтримка природно-заповідних територій в Україні», (ППЗТУ), для управління Розпорядчим (Диспозиційним) фондом ППЗТУ, фінансованого KfW (Кредитна Установа для Відбудови) зареєстрована адреса в Україні: 79039, м. Львів, вул. Шевченка, буд. 70, кв. 1 (Свідоцтво №283 про акредитацію виконавця (юридичної особи-нерезидента) проекту (програми) міжнародної технічної допомоги від 10.08.2016 року, видане Міністерством економічного розвитку і торгівлі України, дійсне до 30.04.2022 року), надалі по тексту – <b>Покупець</b>, в особі уповноваженого представника Міхаеля Бромбахера (Mr. Michael Brombacher), який діє відповідно до вищевказаного Свідоцтва №283, з однієї сторони, та _____, юридична особа, зареєстрована за адресою: _____, ідентифікаційний код юридичної особи: _____, надалі по тексту – <b>Постачальник</b>, в особі _____, який/яка діє на підставі _____, з іншої сторони, які надалі разом іменовані – Сторони, а кожен з них окремо – Сторона,</p>
<b>concluded this Supply contract (hereinafter referred as Contract) as follows:</b>	<b>уклали цей Договір поставки (надалі – Договір) про наступне:</b>
<p><b>1. SUBJECT OF THE CONTRACT</b></p> <p>1.1. Under the terms of this Contract the Supplier undertakes to supply (transfer of property) the Client with the Goods (hereinafter - <b>Goods</b>) for further transfer by the Client to the selected Protected Areas (hereinafter – <b>Receiver (Recipient of the project)</b>) and the Client shall accept and promptly and fully pay for the delivered Goods according to the terms foreseen by this Contract.</p> <p>1.2. The Goods, their name (product range), assortment, completeness, specifications,</p>	<p><b>1. ПРЕДМЕТ ДОГОВОРУ</b></p> <p>1.1 Відповідно до умов цього Договору Постачальник приймає на себе зобов'язання поставити (передати у власність) Покупцю товар (надалі по тексту – Товар) для подальшої його передачі Покупцем відібраним Природно-заповідним територіям (надалі по тексту – <b>Отримувач (Реципієнт проекту)</b>), а Покупець зобов'язується прийняти та вчасно і в повному обсязі оплатити поставлений Товар в порядку, передбаченому даним Договором.</p> <p>1.2. Найменування (номенклатура), асортимент, комплектність, технічні характеристики, одиниця</p>

REFERENCE: IT-2018-3-supply-IT equipment

<p>unit, unit price, quantity, total price are defined in the Specifications (Special Conditions), given in <b>Annex 1</b> to this Contract, which is integral part of this contract and complies with the Supplier's offer dated _____ 2019.</p> <p>The signed Declaration of Undertaking is <b>Annex 2</b> to this Contract and is its integral part.</p> <p>The Technical Specifications is <b>Annex 3</b> to this Contract and is its integral part.</p> <p>The Supplier's Technical proposal dated _____ 2019 is <b>Annex 4</b> to the Contract and is its integral part.</p> <p>The Supplier's Statement of Costs dated _____ 2019 is <b>Annex 5</b> to the Contract and is its integral part.</p> <p>Contract Award: Letter of Acceptance is <b>Annex 6</b> to the Contract and is its integral part.</p> <p>1.3. The Supplier guarantees that the Goods belong to him based on legally acquired right of property and in a manner prescribed by the law, is not under ban, interdictions for alienation, arrest, nor under bond, collateral or other means of ensuring fulfilment of obligations to any natural or legal persons, government agencies and the state, and not the subject of any other encumbrances or limitations foreseen by the current legislation of Ukraine. The Supplier also guarantees that he is qualified, has the ability and intention to properly fulfil the terms of this Contract on delivery of Goods to the Client.</p> <p>1.4. The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:</p> <ul style="list-style-type: none"> <li>- the Contract (General conditions) with Annex 1 (Specification);</li> <li>- Declaration of Undertaking (Annex 2);</li> <li>- the Technical Specifications (Annex 3)</li> <li>- the Technical Proposal dated _____ 2019 (Annex 4)</li> <li>- the Statement of Costs dated _____ 2019 (Annex 5)</li> <li>- Contract Award: Letter of Acceptance (Annex 6).</li> </ul>	<p>виміру, ціна за одиницю, кількість, загальна ціна Товару, визначаються у Специфікації (Особливі умови), що є Додатком №1 до цього Договору та його невід'ємною частиною, та відповідають Пропозиції Постачальника від _____ 2019 року.</p> <p>Підписана Декларація про зобов'язання є <b>Додатком №2</b> до цього Договору та його невід'ємною частиною.</p> <p>Технічна Специфікація є <b>Додатком №3</b> до цього Договору та його невід'ємною частиною.</p> <p>Технічна пропозиція Постачальника від _____ 2019 року є <b>Додатком №4</b> до цього Договору та його невід'ємною частиною.</p> <p>Звіт про витрати Постачальника від _____ 2019 року є <b>Додатком №5</b> до цього Договору та його невід'ємною частиною.</p> <p>Присудження контракту: Лист про Акцепт є <b>Додатком 6</b> до цього Договору та його невід'ємною частиною.</p> <p>1.3. Постачальник гарантує, що Товар належить йому на праві власності, набутий на законних підставах та у спосіб, передбачений законом, не перебуває під заборотою відчуження, арештом, не є предметом застави та іншим засобом забезпечення виконання зобов'язань перед будь-якими фізичними або юридичними особами, державними органами і державою, а також не є предметом будь-якого іншого обтяження чи обмеження, передбаченого чинним законодавством України. Постачальник також гарантує, що він є кваліфікованим, має можливість та намір належним чином виконати умови даного Договору щодо поставки Товару Покупцю.</p> <p>1.4. Наступні документи повинні формувати, читатися і тлумачитися в рамках цього Договору в наступному порядку превалювання:</p> <ul style="list-style-type: none"> <li>- Договір (Загальні умови) з Додатком 1 (Специфікація);</li> <li>- Декларація про зобов'язання (Додаток 2);</li> <li>- Технічна Специфікація (Додаток 3)</li> <li>- Технічна пропозиція від _____ 2019 року (Додаток 4)</li> <li>- Звіт про витрати від _____ 2019 року (Додаток 5)</li> <li>- Присудження контракту: Лист про Акцепт (Додаток 6)</li> </ul>
<p><b>2. OBLIGATIONS OF THE PARTIES</b></p> <p><b>2.1. The Supplier shall:</b></p> <p>2.1.1. Perform in timely manner the supply of the Goods, described in the Specifications (Annex 1 to the Contract) according to the terms and conditions specified in Section 4 of this Contract.</p> <p>2.1.2. Provide all necessary administrative and technical support to ensure timely and adequate supply of Goods, in particular, not less than in 3 (three) business days from the reception of the purchase order, notify the Client in writing and additionally by electronic means about the readiness of Goods to be shipped and to enable the Client to take actions for the timely receipt of the Goods.</p>	<p><b>2. ЗОБОВ'ЯЗАННЯ СТОРІН</b></p> <p><b>2.1. Постачальник зобов'язується:</b></p> <p>2.1.1. Своєчасно здійснювати поставку Товару, визначеного у Специфікації (Додаток №1 до Договору) в строки та на умовах, що передбачені в розділі 4 даного Договору.</p> <p>2.1.2. Надавати усю необхідну адміністративну та технічну підтримку для забезпечення вчасної та належної поставки Товару, зокрема, не менше як за 3 (три) робочих дні з моменту отримання замовлення на поставку повідомити Покупця письмово та додатково засобами електронного зв'язку про готовність Товару до поставки для надання можливості Покупцю вжити заходів, необхідних для своєчасного одержання Товару.</p> <p>2.1.3. Забезпечити належне пакування Товару,</p>

<p>2.1.3. Ensure proper packing, suitable for the preservation of Goods during transportation and protect them from mechanical damage to meet the conditions of this Contract.</p> <p>2.1.4. Provide the Client with complete and reliable information on technical characteristics, conditions and properties of Goods.</p> <p>2.1.5. Guarantee proper quality of supplied Goods under according to the terms of Sections 3, and 8 of this Contract.</p> <p>2.1.6. Bear the risk of accidental loss or damage of Goods prior to delivery to the authorized representative of the Client.</p> <p>2.1.7. Not disclose confidential information of the Client obtained during the execution of the conditions of this Contract.</p> <p>2.1.8 Provide guarantees and after-sales services as specified in the Technical Specifications (Annex 2).</p> <p>2.1.9. Perform any other actions necessary for efficient and proper performance of his obligations under this Contract.</p> <p>2.1.10. Perform in due course other obligations under this Contract as specified in addenda and according to the Civil and Commercial Codes of Ukraine and other legislative acts.</p> <p><b>2.2. The Supplier has the right to:</b></p> <p>2.2.1. Request from the Client to accept Goods compliant with the Specifications and carry out timely payment for Goods.</p> <p>2.2.2. Propose to the Client contract modifications in the form of addenda.</p> <p><b>2.3. Client shall:</b></p> <p>2.3.1. Timely accept the Goods, indicated in the Specification (Annex 1 to this Contract) under terms and conditions provided in Section 4 of this Contract.</p> <p>2.3.2. Carry out payments for the Goods in the manner and terms stipulated in Sections 5, and 6 of this Contract.</p> <p>2.3.3. Not disclose confidential information of the Supplier obtained during the execution of this Contract.</p> <p>2.3.4. Perform any other actions necessary for efficient and proper performance of its obligations under this Contract.</p> <p>2.3.5. Consider in due course requests for contract modifications (addenda) made by the Supplier.</p> <p><b>2.4. The Client has the right to:</b></p> <p>2.4.1. Request from the Supplier timely delivery of Goods complying with the Specifications and prices as given in Annex 1 to this Contract.</p> <p>2.4.2. Monitor the progress of delivery and obtain from the Supplier reliable and correct information about the progress of the execution of the Contract.</p>	<p>яке повинне бути придатним до збереження Товару під час його транспортування та забезпечити Товар від механічних пошкоджень та відповідати умовам цього Договору.</p> <p>2.1.4. Надавати Покупцю повну та достовірну інформацію щодо технічних характеристик, стану та властивостей Товару.</p> <p>2.1.5. Гарантувати належну якість поставленого Покупцю Товару згідно умов розділів 3 та 8 даного Договору.</p> <p>2.1.6. Нести ризик випадкової загибелі Товару до моменту його передачі по належним чином оформлених накладних та Акту передачі-приймання Товару уповноваженому представнику Покупця.</p> <p>2.1.7. Не розголошувати конфіденційну інформацію Покупця, отриману при виконанні умов даного Договору.</p> <p>2.1.8. Надавати гарантії та після продажні послуги зазначені в Технічному завданні (Додаток 2)</p> <p>2.1.9. Вчиняти інші дії, необхідні для якісного та належного виконання своїх зобов'язань за цим Договором.</p> <p>2.1.10. Виконувати належним чином інші зобов'язання, передбачені цим Договором зазначені в додаткових угодах до даного Договору, Цивільним і Господарським кодексами України, іншими актами законодавства.</p> <p><b>2.2. Постачальник має право:</b></p> <p>2.2.1. Вимагати від Покупця прийняття якісного Товару та проведення своєчасної оплати за придбаний Товар.</p> <p>2.2.2. Пропонувати Покупцю вносити зміни до Договору у Додаткових угодах до цього Договору.</p> <p><b>2.3. Покупець зобов'язується:</b></p> <p>2.3.1. Своєчасно прийняти Товар, визначений у Специфікації (Додаток №1 до Договору), в строки та на умовах, що передбачені в розділі 4 даного Договору.</p> <p>2.3.2. Провести оплату за Товар у порядку та строки, передбачені розділами 5, 6 цього Договору.</p> <p>2.3.3. Не розголошувати конфіденційну інформацію Постачальника, отриману при виконанні умов даного Договору.</p> <p>2.3.4. Вчиняти інші дії, необхідні для якісного та належного виконання своїх зобов'язань за цим Договором.</p> <p>2.3.5. Розглядати належним чином запити щодо змін до Договору (Додаткових угод) подані Постачальником.</p> <p><b>2.4. Покупець має право:</b></p> <p>2.4.1. Вимагати від Постачальника своєчасної поставки у власність Товару за технічними характеристиками по ціні, що визначаються в Специфікації (Додаток №1 до даного Договору).</p> <p>2.4.2. Здійснювати контроль за ходомпоставок, передбачених цим Договором, одержувати від Постачальника відомості про хід виконання предмета Договору.</p> <p>2.4.3. Вимагати надання інформації та</p>
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<p>2.4.3. Request information and written reports on fulfillment by the Supplier of contractual obligations under the Contract.</p> <p>2.4.4. Provide instructions to the Supplier related to the delivery of Goods.</p> <p>2.4.5. Request from the Supplier proper implementation of its obligations under this Contract.</p> <p><b>2.5. Other obligations of the Parties:</b></p> <p>2.5.1. Assist each other trustfully in carrying out obligations under this Contract.</p> <p>2.5.2. Timely and fully perform their obligations under this Contract.</p> <p>2.5.3. For non-fulfillment or improper fulfillment of obligations under this Contract engage the responsibilities foreseen in this Contract and according to the applicable law.</p>	<p>письмових звітів про виконання договірних зобов'язань у відповідності до умов Договору.</p> <p>2.4.4 Надавати Постачальнику вказівки щодо надання Послуг.</p> <p>2.4.5 Вимагати від Постачальника належне виконання останнім своїх зобов'язань, передбачених цим Договором.</p> <p><b>2.5. Сторони зобов'язуються:</b></p> <p>2.5.1. Максимально сприяти одна одній у виконанні зобов'язань, передбачених цим Договором.</p> <p>2.5.2. Своєчасно та в повному обсязі виконувати свої зобов'язання, передбачені цим Договором.</p> <p>2.5.3. За невиконання чи неналежне виконання зобов'язань за цим Договором нести відповідальність, передбачену цим Договором та чинним законодавством.</p>
<p><b>3. QUANTITY AND QUALITY OF GOODS, PACKING AND DELIVERY OF GOODS</b></p> <p>3.1. The number, type and conditions of Goods supplied under the terms of this Contract is defined in the Specifications, which is Annex 1 to this Contract and is its integral part.</p> <p>3.2. The quality of the Goods supplied under the terms of this Contract, must comply with state norms and standards as well as technical requirements for this type of product, meeting the conditions of this Contract and the requirements given in the Specifications (Annex 1 to this Contract).</p> <p>3.3. The Supplier shall provide the Client the certificate of quality (compliance) of the Goods.</p> <p>3.4. The Supplier is obliged to provide to the Client documents required for the safe implementation, operation, maintenance and storage of the Goods (manuals, instructions, rules, procedures, etc.).</p> <p>3.5. The Supplier in order to protect the Goods from damage during transport (especially road transportation), loading, unloading, storage, etc. shall at his own expense ensure proper packaging and insurance of the Goods. The Goods must be packed in a way to exclude moving inside their shell during transportation. Specific requirements for packaging, loading, transportation, unloading, unpacking, erection, initial testing, quality control and initiation of users are given in the Specifications (Annex 1).</p>	<p><b>3. КІЛЬКІСТЬ ТА ЯКІСТЬ ТОВАРУ, УПАКОВКА ТА ДОСТАВКА ТОВАРУ</b></p> <p>3.1. Кількість, вид та стан Товару що поставляється згідно умов цього Договору, визначається у Специфікації, що є Додатком №1 до цього Договору та його невід'ємною частиною.</p> <p>3.2. Якість Товару, що поставляється згідно умов цього Договору, повинна відповідати вимогам державних стандартів та технічних умов для даного виду Товарів, умовам цього Договору та вимогам, вказаним в Специфікації (Додаток №1 до даного Договору).</p> <p>3.3. Постачальник повинен надати Покупцю сертифікат якості (відповідності) на Товар.</p> <p>3.4. Постачальник зобов'язаний подати Покупцю на його вимогу наявні документи (інструкції, положення, правила, методики тощо), які стосуються правил безпечного застосування, експлуатації, обслуговування та зберігання Товару.</p> <p>3.5. Постачальник з метою захисту Товару від пошкоджень під час перевезення (зокрема, автомобільним транспортом), завантаження, розвантаження, зберігання, тощо зобов'язаний за власний рахунок забезпечити належне пакування Товару та страхування Товару. Товар має бути упакований таким чином, щоб виключити можливість його переміщення всередині упаковки під час транспортування. Особливі вимоги до пакування, завантаження, транспортування, розвантаження, розпакування, монтування, , початкового тестування, контролю якості та проведення інструктажу споживачам Товару зазначаються у Специфікаціях до цього Договору (Додаток 1).</p>
<p><b>4. TERMS OF DELIVERY</b></p> <p>4.1. The place (address) and the terms of delivery of the Goods (according to Incoterms 2010) are determined by the Parties in the Specifications (Annex 1 to the Contract).</p> <p>4.2. The time of delivery of the Goods is determined by the Parties in the Specifications</p>	<p><b>4. УМОВИ ПОСТАВКИ ТОВАРУ</b></p> <p>4.1. Місце (адреса) та умови поставки Товару (згідно умов ІНКОТЕРМС 2010) визначаються Сторонами в Специфікації (Додаток №1 до цього Договору).</p> <p>4.2. Строк поставки Товару визначається Сторонами в Специфікації (Додаток №1 до цього</p>

<p>(Annex 1 to the Contract).</p> <p>4.3. The costs of checking the Goods (such as quality, dimensions, weight, quantity inspection, testing), which are necessary for the delivery of the Goods, are borne by the Supplier.</p> <p>4.4. The Supplier, not later than within 5 (five) working days from the reception of the purchase order, shall notify the Client in writing and additionally via electronic means of the readiness of the Goods to be supplied, in particular of the time when the Goods are transferred to the Client's disposal at the place specified in the Specification (Annex 1 to the Contract).</p> <p>4.5. Special insurance requirements for the Goods are defined in the Specifications (Annex 1 to the Contract).</p> <p>4.6. The date of delivery of the Goods is considered the date of signature of the delivery order or Acceptance Report of handover-takeover of Goods by the Client. The delivery order is signed upon the verification of compliance with the Technical Specifications. The Parties sign an Acceptance Report of handover-takeover of Goods that is to be prepared after initial testing, confirming the handover and takeover of Goods as specified in Article 7.1.</p> <p>4.7. The risks of incidental damage and/or destruction of Goods is transferred from the Supplier to the Client upon signing the delivery order.</p>	<p>Договору).</p> <p>4.3. Витрати, пов'язані з діями щодо перевірки Товару (такими як перевірка якості, розмірів, ваги, кількості, тестування), необхідними для здійснення поставки Товару, несе Постачальник.</p> <p>4.4. Постачальник зобов'язаний не менше як за 5 (п'ять) робочих дні з моменту отримання замовлення на поставку повідомити Покупця письмово та додатково засобами електронного зв'язку про готовність Товару до поставки, зокрема, щодо часу, коли Товар може буде наданий у розпорядження Покупця у місці, визначеному в Специфікації (Додаток №1 до Договору).</p> <p>4.5. Особливі вимоги до страхування Товару визначається Сторонами в Специфікації (Додаток №1 до цього Договору).</p> <p>4.6. Датою поставки Товару вважається дата підписання Покупцем належно оформлених накладних або Акту передачі-приймання Товару. Накладні підписуються після перевірки відповідності Товару до Технічних вимог. Сторони підписують Акт передачі-приймання Товару, який оформляється після початкового тестування, що завсідчує передачу-приймання Товару відповідно до п. 7.1. цього Договору. ,</p> <p>4.7. Ризики випадкового пошкодження та/або знищення Товару переходить від Постачальника до Покупця з моменту підписання Сторонами накладної.</p>
<p style="text-align: center;"><b>5. CONTRACT VALUE</b></p> <p>5.1. The total value of the Contract (price of the Goods) is _____ (_____) EURO excluding VAT. The contract value consists of the cost of Goods, packaging, insurance, transport, delivery to the place specified in the Specifications (Annex 1 to the Contract), initial testing, guarantees and after-sales services.</p> <p>5.2. The price details of the Goods are specified in Annex 1, based on the results of tendering / based on the supplier's offer which was accepted by the Client.</p> <p>5.3. The price of the Goods is fixed and not subject to any adjustment for the duration of this Contract, including currency fluctuations or actual costs incurred by the Supplier in the performance of the Contract.</p> <p>5.4. Unit prices indicated in the Specifications (Annex 1 to this Contract), are established by the Parties for this Contract exclusively, not applying to other Contracts concluded or to be concluded between the Parties and cannot be regarded as evidence of established practice of setting the prices in contractual relations between the Parties.</p> <p>5.5. The Client pursuant to registration of the project (program) №3450-1 dated 23.03.2018 issued by the Ministry of Economic Development</p>	<p style="text-align: center;"><b>5. ВАРТІСТЬ ДОГОВОРУ</b></p> <p>5.1. Загальна сума Договору (Ціна Товару) складає _____ (_____) Євро без ПДВ. Сума Договору включає вартість Товару, упаковки, транспортування та доставки в місце, визначене в Специфікації (Додаток №1 до Договору), початкове тестування, гарантію та після продажний сервіс.</p> <p>5.2. Ціна Товару за цим Договором визначається Сторонами згідно Специфікації (Додаток №1 до Договору) за результатами тендеру/ пропозиції Постачальника яка була прийнята Покупцем.</p> <p>5.3. Ціна Товару, що узгоджена Сторонами в Специфікації (Додаток №1 до Договору), є фіксованою та не підлягає зміні впродовж дії даного Договору, в тому числі, у зв'язку з коливаннями валютного курсу чи реальними витратами, які понесе Постачальник у зв'язку з виконанням цього Договору.</p> <p>5.4. Ціна за одиницю Товару, що визначена в Специфікації (Додаток №1 до цього Договору), встановлена Сторонами виключно для цього Договору, не поширюються на інші договори, що укладені або будуть укладені між Сторонами, і не може розглядатися у якості доказу усталеної практики визначення цін у договірних відносинах між Сторонами.</p> <p>5.5. Покупець згідно із Реєстраційною карткою проекту (програми) №3450-1, виданою 23.03.2018 року Міністерством економічного розвитку і торгівлі</p>

<p>and Trade of Ukraine is exempted from all taxes, duties and charges on the territory of Ukraine, and therefore the price of Services is determined excluding VAT. In cases where the Service Provider has to pay VAT, the Client will provide him with the relevant documentation from the Ministry of Economic Development and Trade of Ukraine to obtain VAT reimbursement.</p>	<p>України, звільняється від усіх податків, митних зборів та стягнень на території України, а тому Ціна Товару визначається без ПДВ. У випадку, якщо Постачальник є платником ПДВ, Покупець зобов'язаний надати Постачальнику відповідний документ від Міністерства економічного розвитку і торгівлі України для відшкодування Постачальником суми ПДВ.</p>
<p style="text-align: center;"><b>6. PAYMENT</b></p> <p>6.1. Payment for the Goods is carried out by the Client in Euro by bank transfer of the amount of the supplied Goods free of VAT from Client's bank account to the Supplier's bank account. In the event when the contract value exceeds EUR 500 000, the direct payment procedure from KfW is applied, in particular the payment is done by bank transfer in the amount of the supplied Goods without VAT from the account of KfW (Frankfurt) to the Client's bank account.</p> <p>6.2. The Supplier will be responsible for all commissions, expenses and other charges imposed by the Client's bank as well as other charges imposed by the Supplier's bank.</p> <p>6.3. The terms of payment for the supply of the Goods are indicated in the Specifications (Annex 1 to the Contract).</p> <p>6.4. Payment for the Goods is done by the Client based on the invoice, signed and sealed by the Supplier, and sent to the Client by e-mail, and one original invoice with two copies, hand delivered, sent by courier or attached to the shipping documents for the Goods.</p> <p>6.5. Payment documents issued under this Contract have to comply with the current legislation of Ukraine meeting all requirements generally related to the content and form of such documents, with the obligatory indication of date and number of this Contract, and number and date of the invoice as the basis of payment.</p> <p>6.6. The date of payment for the delivered goods is considered the date of the date of receipt of the transfer to the Supplier's account.</p> <p>6.7. Any Party has at any time the right to initiate a reconciliation of mutual settlements under this Contract by signing the Acts of mutual reconciliation and the other party has no right to evade the verification of mutual settlements and signing of the Acts of mutual reconciliation.</p>	<p style="text-align: center;"><b>6. ПОРЯДОК РОЗРАХУНКІВ</b></p> <p>6.1. Оплата за Товар здійснюється Покупцем в Євро у безготівковій формі шляхом перерахування суми вартості поставленого Товару без ПДВ з банківського рахунку Покупця на банківський рахунок Постачальника. У випадку, якщо вартість контракту перевищує 500 000 Євро, застосовується процедура прямої виплати від KfW, а саме у безготівковій формі шляхом перерахування суми вартості поставленого Товару без ПДВ з рахунку KfW (Frankfurt) на банківський рахунок Постачальника.</p> <p>6.2. Постачальник несе відповідальність за всі комісійні, витрати та інші збори, що стягуються банком Покупця та всі комісійні витрати та інші збори, що стягуються банком Постачальника.</p> <p>6.3. Строки проведення розрахунку за поставку Товару узгоджуються Сторонами у Специфікації (Додаток №1 до Договору).</p> <p>6.4. Оплата Товару здійснюється Покупцем на підставі рахунку-фактури, підписаного Постачальником та скріпленого печаткою Постачальника, який направляється Покупцю електронною поштою, а один оригінал рахунку-фактури з двома копіями вручається наручно, направляється кур'єром, поштою або долучається до товаросупровідних документів на Товар.</p> <p>6.5. Платіжні документи за цим Договором оформляються відповідно до чинного законодавства України із дотриманням усіх вимог, що звичайно ставляться до змісту і форми таких документів, з обов'язковим зазначенням дати і номера даного Договору, а також номера та дати рахунку-фактури за яким здійснюється оплата грошових коштів як підстави платежу.</p> <p>6.6. Датою оплати за Товар є дата надходження грошових коштів на банківський рахунок Постачальника.</p> <p>6.7. Будь-яка Сторона в будь-який час вправі ініціювати проведення звірки взаємних розрахунків за даним Договором шляхом підписання Актів звірки взаєморозрахунків, а інша Сторона не вправі ухилятися від проведення звірки взаємних розрахунків та підписання Актів звірки взаєморозрахунків.</p>
<p style="text-align: center;"><b>7. ACCEPTANCE OF GOODS</b></p> <p>7.1. Upon delivery and verification of the compliance of the Goods with the Specifications (Annex 1) the Parties and the Recipient (Reception Committee) sign an Acceptance Protocol. Based on the Acceptance Protocol the Parties signs the Delivery order or Acceptance report of handover-</p>	<p style="text-align: center;"><b>7. ПРИЙМАННЯ ТОВАРУ</b></p> <p>7.1. Після доставки та перевірки відповідності Товару Специфікації (Додаток1) Сторони та Отримувач (Приймальна Комісія) підписують Протокол приймання Товару. На основі підписаного Протоколу Сторони підписують Накладні або Акти передачі-приймання Товару.</p>

<p>takeover of Goods.</p> <p>7.2. In case of mismatch between delivered Goods and the Specifications; the missing or non-compliant items are mentioned in the Acceptance Protocol. The Supplier shall deliver missing or damaged Goods as soon as possible but not later than within 14 (fourteen) days of receipt of the request from the Client at his own expense.</p> <p>7.3. In case the Supplier fails to deliver Goods compliant to the Technical Specifications within 30 calendar days starting from the date of the Acceptance Report stating mismatches, the Client has the right to order compliant Goods from another supplier. The Supplier bears all costs which may occur in connection with improper delivery.</p>	<p>7.2. В разі невідповідності Товару до вимог зазначених у Специфікації, дана невідповідність оформлюється в Протоколі приймання. Постачальник зобов'язаний здійснити допоставку Товару у найкоротші строки, але не пізніше як впродовж 14 (чотирнадцяти) днів з дати отримання вимоги Покупця за свій рахунок.</p> <p>7.3. У разі прострочення виконання Постачальником своїх зобов'язань щодо доставки Товару який відповідає Специфікації протягом 30 календарних днів починаючи від дня оформлення Акту приймання в якому зазначаються невідповідності Товару, Покупець має право має право замовити аналогічний товар в іншого постачальника. Постачальник несе усі витрати пов'язані з неналежною поставкою.</p>
<p><b>8. WARRANTY OF GOODS. CLAIMS ON QUALITY</b></p> <p>8.1. The Supplier guarantees the quality of the delivered Goods and the ability to use them as intended during the warranty period specified in Specification (Annex 1 of this Contract).</p> <p>8.2. The Supplier's warranty does not apply in the case of improper use (incl. for other purposes) or storage of Goods.</p> <p>8.3. In case a mismatch of the Goods to the requirements on quality, the Client is entitled to claim:</p> <ul style="list-style-type: none"> <li>- Obvious defects (flaws) - at the time of acceptance of the Goods;</li> <li>- Hidden defects which are flaws that cannot be determined by visual inspection of the Goods during reception and that can only be detected while using the Goods according to the prescriptions of the manufacturer. In cases of hidden flaws and defects, the Client establishes jointly, with the Recipient, a reclamation act and provides necessary documentation to the Supplier to substantiate claims as stipulated in Articles 8.4.-8.7.</li> </ul> <p>8.4. If within the warranty period specified in Specification (Annex 1), it is found that the Goods do not meet quality requirements set by this Contract, the Client shall promptly notify the Supplier in writing and additionally by e-mail to the Supplier's legal address indicated in Section 17 of this Contract.</p> <p>8.5. The Supplier, not later than 3 (three) days after the receipt of the reclamation act from the Client, shall notify the Client by e-mail of a site visit to be made by his representative at his own costs to check jointly the substance of the act within 14 days from the date of reception. In case of default, the Client may mobilise at the cost of the supplier a representative of an independent organization, such as experts from the Chamber of Commerce or any other agency disposing of the required expertise (research institute, etc).</p> <p>8.6. The reclamation act includes:</p>	<p><b>8. ГАРАНТІЇ ТОВАРУ. ПРЕТЕНЗІЇ ПО ЯКОСТІ</b></p> <p>8.1. Постачальник гарантує якість Товару та можливість використання Товару за призначенням впродовж гарантійного строку, вказаного в Специфікації (Додатку 1 до цього Договору).</p> <p>8.2. Гарантія Постачальника не поширюється у випадку неправильного використання (в.т.ч. не за призначенням) чи зберігання Товару.</p> <p>8.3. В разі виявлення невідповідності Товару вимогам по якості Покупець має право пред'явити претензії:</p> <ul style="list-style-type: none"> <li>- за явних дефектів (недоліків) – у момент прийому Товару;</li> <li>- з прихованих дефектів (недоліків) або дефектів (недоліків), які виявилися під час використання (експлуатації) Товару, – протягом строку, вказаного в п.8.3. Договору, за умови дотримання Покупцем вимог заводу-виготовлювача до використання та зберігання Товару. В цей же строк, в разі виявлення прихованих недоліків і дефектів Товару, складається рекламацийний акт та інші документи, необхідні для обґрунтування претензії, у порядку, визначеному п.п. 8.5.-8.7. Договору.</li> </ul> <p>8.4. У разі виявлення протягом гарантійного строку, вказаного в Специфікації (Додаток 1) до Договору, що Товар не відповідає вимогам за якістю, встановленим цим Договором, Покупець зобов'язаний невідкладно повідомити про це Постачальника письмово та додатково електронною поштою за реквізитами Постачальника, зазначеними в розділі 17 цього Договору.</p> <p>8.5. Постачальник не пізніше наступного дня з дати отримання повідомлення Покупця повинен повідомити Покупця електронною поштою про те, чи буде направлятися його представник за власний кошт для спільної перевірки невідповідностей оформлених в акті протягом 14 днів з дати отримання.</p> <p>У разі не прибуття представника Постачальника, Покупець може залучити за кошт Постачальника представника незалежної організації, зокрема, експерта Торгово-промислової палати або іншого органу, що здійснює експертизу, науково-дослідного інституту, тощо.</p>

<p>a) Surname, name and patronymic of persons involved in the act, indicating the position;</p> <p>b) The date, start and end time of checking the Goods on quality, place of creating the act;</p> <p>c) Number and date of this Contract, the Specifications of the Goods, date and consignment note number, as well as other relevant documents;</p> <p>d) Name of the Supplier and the Client, location, enterprise code;</p> <p>e) Description of the discrepancy of the Goods to contract terms, in particular, its flaws (defects), their nature, the actual amount of Goods that does not meet the terms of the contract, possible causes of identified flaws (defects) of the Goods; description of the storage conditions, Goods operation, and description of the circumstances under which the guarantee case occur;</p> <p>e) Status of packaging if it could affect the manifestation of hidden flaws.</p> <p>The reclamation act is certified by signatures of authorized representatives of the Client, the Recipient, the Supplier (if he participated in the drafting of the act) and the independent organization (if applicable) and their seals.</p> <p>The reclamation act can be added with photos of defective Goods, if necessary - the conclusions of the examination, laboratory tests, etc.</p> <p>8.7. The Supplier is obliged to consider the reclamation act and provide the Client with a substantial written reply on the claim justification within 20 (twenty) calendar days from the receipt of the original document with all Attachments and additionally send a reply by email.</p> <p>8.8. In case the Client is presenting the Supplier a reasonable claim for non-confirming the quality of Goods, the Supplier is obliged to replace poor Goods on its own expense as soon as possible, but in any case during 20 (twenty) calendar days from the date of receipt of the claim from the Client or return the value of the defective Goods within 20 (twenty) days from the date of the receipt of the Client's claim. In this case, the Client on Supplier's demand must return defective Goods to the Supplier by reverse consignment note.</p>	<p>8.6. Сторони узгодили, що в рекламацийному акті зазначаються:</p> <p>а) прізвище, ім'я, по-батькові осіб, що брали участь у складанні акта, із зазначенням займаної посади;</p> <p>б) дата, час початку і закінчення перевірки Товару по якості, місце складання акту;</p> <p>в) номер і дата даного Договору, Специфікації на Товар, дата і номер накладної, а також інших супровідних документів;</p> <p>г) найменування Постачальника і Покупця, місцезнаходження, код ЄДРПОУ;</p> <p>д) опис невідповідності якості Товару умовам Договору, зокрема, його недоліків (дефектів), їх характер, фактична кількість Товару, який не відповідає умовам Договору, можливі причини виявлених недоліків (дефектів) Товару; опис умов зберігання, експлуатації Товару, а також опис обставин, при яких настав гарантійний випадок;</p> <p>е) стан упаковки; якщо стан упаковки міг вплинути на збереження Товару, дається докладний опис упаковки.</p> <p>Рекламацийний акт скріплюється підписами уповноважених представників Покупця, Отримувача, Постачальника (якщо він брав участь у складанні акту) та незалежної організації (у разі її участі у складанні акту) та їх печатками.</p> <p>До рекламацийного акта можуть додаватися фотографії неякісного Товару, у разі необхідності – висновки експертизи, лабораторних досліджень і т. д.</p> <p>8.7. Постачальник зобов'язаний розглянути отриману претензію і дати Покупцю обґрунтовану письмову відповідь по суті протягом 20 (двадцяти) календарних днів з дати отримання її оригіналу з відповідними додатками, а також додатково надіслати відповідь електронною поштою.</p> <p>8.8. У разі пред'явлення Покупцем Постачальнику обґрунтованої претензії про невідповідність Товару по якості, Постачальник зобов'язаний замінити неякісний Товар за свій рахунок у найкоротші терміни, але в будь-якому випадку протягом 20 (двадцяти) календарних днів з дати отримання претензії Покупця, або повернути вартість неякісного Товару протягом 20 (двадцяти) днів з дати отримання претензії Покупця, а Покупець на вимогу Постачальника зобов'язаний повернути Постачальнику неякісний Товар за зворотною накладною.</p>
<p align="center"><b>9. AUDIT AND INSPECTIONS</b></p> <p>9.1. Each payment made by the Client under the terms of this Contract is subject to audits performed by internal or external auditors of the Client or authorized agent of the Client. The audit can be done at any time during the duration of this Contract and during 3 (three) years after the achievement, termination or cancellation of the Contract.</p> <p>9.2. The Supplier acknowledges and agrees that at any time the Client may check any aspect of this Contract. The Client 's right to access any document related to this contract and conduct</p>	<p align="center"><b>9. АУДИТ ТА ПЕРЕВІРКИ</b></p> <p>9.1. Кожний платіж, оплачений Покупцем згідно умов даного Договору, стає предметом аудиту, який виконується внутрішніми чи зовнішніми аудиторами Покупця або авторизованими агентами Покупця. Аудит може здійснюватися в будь-який час протягом всього терміну дії цього Договору та протягом 3 (трьох) наступних років після припинення (дострокового розірвання) Договору.</p> <p>9.2. Постачальник визнає та погоджується, що у будь-який час Покупець може провести перевірку, яка стосується будь-якого аспекту цього Договору. Права Покупця на проведення перевірок, доступу до будь-</p>

<p>inspections on the Supplier's obligations is not lost after the termination of this Contract for a duration of 3 (three) years.</p> <p>9.3. The Supplier agrees to fully and timely cooperate in such inspections and audits under this Contract. Such cooperation should include, but would not be limited to the obligation of the Supplier to provide access to its personnel, technical and bank documents in accordance with the purposes of inspections and guarantees the Client the access to its premises. The Supplier agrees to require from its agents, including but not limited to lawyers, accountants and other advisors a proper cooperation with the Client and its agents during any inspection or audit of payments under this Contract.</p>	<p>яких документів пов'язаних з виконанням цього Договору, та зобов'язання Постачальника дозволяти такі перевірки не втрачається після припинення цього Договору протягом 3-х (трьох) років.</p> <p>9.3. Постачальник зобов'язується повністю та вчасно співпрацювати під час таких перевірок та аудиту платежів за даним Договором. Така співпраця повинна включати, але не обмежуватись, зобов'язання Постачальника давати доступ до своїх працівників, технічної та банківської документації відповідно до цілей перевірки, та гарантувати Покупцю доступ до всієї документації та приміщень Постачальника. Постачальник зобов'язується вимагати від своїх агентів, включаючи але не обмежуватись, адвокатів, бухгалтерів та інших радників Постачальника належної співпраці з Покупцем та його агентами під час будь-яких перевірок чи аудитів платежів за даним Договором, які проводить Покупець.</p>
<p><b>10. ANTI-TERRORISM</b></p> <p>10.1. The Supplier agrees to make all reasonable efforts to provide to the Client the information that the funds that he had received from the Client are not used to support individuals and legal entities related to terrorist activities, and persons that subsequently receive any of the funds transferred by the Client to the Service Provider's account as payment for provided Services do not appear on the list maintained by the Security Council Committee established pursuant to resolution of the Security Council Committee 1267 on 15. 10.1999 (a list can be found on the official website at the following link UN <a href="http://www.un.org">http://www.un.org</a>).</p>	<p><b>10. АНТИТЕРОРИЗМ</b></p> <p>10.1. Постачальник погоджується вживати всіх можливих заходів щодо отримання Покупцем інформації про те, що кошти, які він отримав від Покупця відповідно до умов цього Договору, не використовуються для надання підтримки фізичним та юридичним особам, які пов'язані із терористичною діяльністю, та особи, які в подальшому отримують будь-яку частину коштів, перерахованих Покупцем на рахунок Постачальника як оплату за поставлений Товар, не внесені до списку Комітету Ради Безпеки, який складено відповідно до резолюції Комітету Ради Безпеки 1267 від 15.10.1999 року (зі списком можна ознайомитись на офіційному сайті ООН за наступним посиланням <a href="http://www.un.org">http://www.un.org</a>).</p>
<p><b>11. ENVIRONMENTAL, SOCIAL AND HEALTH &amp; SAFETY COMPLIANCE</b></p> <p>11.1 The Client, who acts on behalf of MENR, at all times carry out its business and operations in compliance with all applicable national environmental, occupational health &amp; safety and social laws and regulations and comply with the Fundamental Conventions of the International Labour Organization (ILO).</p> <p>11.2 The Client ensure that Project implementation is consistent with the general and relevant World Bank Group sector-specific Environmental Health and Safety Guidelines.</p> <p>11.3 The Client ensure that occupational and public health and safety provisions are consistent with national requirements and international good practice standards, and put forward to contractors and subcontractors, and to suppliers, in particular those for major supply items.</p> <p>11.4 The Client implement a grievance mechanism satisfactory to KfW, which is accessible to the general public and in particular to project affected persons, and to the workforce engaged in project implementation.</p>	<p><b>11. ВІДПОВІДНІСТЬ ДО НОРМ ОХОРОНИ НАВКОЛИШНЬОГО СЕРЕДОВИЩА, СОЦІАЛЬНІЙ БЕЗПЕЦІ ТА БЕЗПЕЦІ ЗДОРОВ'Я</b></p> <p>11.1 Замовник, який діє від імені МЕНР, завжди здійснює свою діяльність та операції відповідно до усіх застосовних національних норм щодо охорони навколишнього середовища, охорони праці та здоров'я, а також відповідають Основним конвенціям Міжнародної організації праці (МОП).</p> <p>11.2 Замовник гарантує, що реалізація Проекту узгоджується з загальними та відповідними Керівними принципами охорони навколишнього середовища та охорони здоров'я Групи Світового банку.</p> <p>11.3 Замовник гарантує, що положення про охорону праці та здоров'я, безпеки відповідають національним вимогам та стандартам міжнародної належної практики, а також надаються підрядникам та субпідрядникам, а також постачальникам, зокрема тим, що постачають основні товари.</p> <p>11.4 Замовник впроваджує механізм подання скарг, що задовільняє KfW, та який є доступним для широкої громадськості та, зокрема, осіб, на яких впливає проект та працівників, що займаються реалізацією проекту.</p>

<p><b>12. USE OF PARTIES' PERSONAL DATA</b></p> <p>12.1. The Parties provide one another voluntarily, complete and unconditional consent to process by each Party relevant personal data of the signatories to this Contract. Processing of the Parties' personal data should be solely used to ensure execution of the Contract, to the extent and within the limits set by the Law of Ukraine "On Personal Data Protection".</p>	<p><b>12. ВИКОРИСТАННЯ ПЕРСОНАЛЬНИХ ДАНИХ СТОРІН</b></p> <p>12.1. Сторони надають одне одному добровільну, повну і безумовну згоду на обробку кожною із Сторін відповідних персональних даних фізичних осіб, які зазначені у якості підписантів цього Договору. Обробка отриманих Сторонами персональних даних повинна здійснюватись виключно з метою забезпечення виконання зобов'язань за Договором, в обсязі і в межах, визначених Законом України «Про захист персональних даних».</p>
<p><b>13. VALIDITY OF THIS CONTRACT. ORDER OF AMENDING THE CONTRACT</b></p> <p>13.1. The Contract shall come into force upon signature by the authorized representative of the Parties and sealed by the Parties and is valid till the "____" _____ 2019, but in any case until the Parties fulfil all their obligations under this Contract.</p> <p>13.2. This Contract may be terminated in the following cases:</p> <p>13.3. By mutual consent of the Parties, according to which the Parties sign an agreement for Contract termination.</p> <p>13.4. On the initiative of the Client in cases of missed deadlines. In such cases, the Client may send a written request to the Supplier calling for immediate correction. The Client may terminate the contract if such corrective action is not initiated within 30 calendar days by issuing a rejection notice. The contract is considered terminated from the moment of the receipt by the Service Provider of the Clients' rejection notice. The rejection notice is hand delivered against receipt, or sent by the Client to the Supplier by registered mail with return receipt. This mail is considered received by the Supplier on the 5th day after expedition to the Supplier's address. This includes the rejection by the Supplier to accept the notification at the post office or not appearing at the post office to receive mail.</p> <p>13.5. Changes to the contract are made in the written form of addenda, which become valid upon the signature by the duly authorised representatives of both parties. Contract changes may not alter the subject or nature of the contract nor the conditions under which competitive bidding has taken place to award the initial contract. The modification of unit prices is excluded. Addenda are to be requested by the supplier at the latest 30 calendar days before contract expiry. Addenda requested by the Client may not alter the scope of service or the contract value.</p> <p>For any addendum, the non-objection of KfW must be obtained.</p> <p>13.6. The terms of this Contract shall not apply to liabilities that arose between the Parties prior to the signing of this Contract.</p>	<p><b>13. ТЕРМІН ДІЇ ЦЬОГО ДОГОВОРУ. ПОРЯДОК ВНЕСЕННЯ ЗМІН ДО ДОГОВОРУ</b></p> <p>13.1. Договір набирає чинності з моменту підписання його уповноваженими представниками Сторін та скріплення печатками Сторін та діє до «____» _____ 2019 року, але в будь-якому випадку до повного виконання Сторонами своїх зобов'язань по цьому Договору.</p> <p>13.2. Дія даного Договору може бути достроково припинена в наступних випадках:</p> <p>13.3. За взаємною згодою Сторін, про що Сторонами укладається договір про припинення даного Договору.</p> <p>13.4. За ініціативою Покупця у разі прострочення Постачальником своїх зобов'язань за цим Договором щодо поставки Товару понад 30 (тридцять) днів шляхом письмового повідомлення Постачальника про дострокове припинення (розірвання дії) Договору. У цьому випадку, у разі відмови Покупця від Договору, цей Договір є розірваним з моменту одержання Постачальником повідомлення Покупця про відмову від договору. Вказане в цьому пункті повідомлення про відмову від Договору вручається вручно, направляється кур'єром або направляється Покупцем Постачальнику цінним листом з повідомленням про вручення та з описом вкладення та в останньому випадку вважається отриманим Постачальником з урахуванням поштового обігу на 5-й день після направлення його Покупцем на адресу Постачальника, в тому числі, вважається отриманим у разі ухилення (відмови) Постачальника від отримання зазначеного повідомлення у відділенні поштового зв'язку чи не з'явлення у відділення поштового зв'язку для отримання повідомлень.</p> <p>13.5. Зміни, що вносяться, оформляються в письмовій формі в Додаткових угодах до Договору які набирають чинності з моменту підписання представниками Сторін. Зміни до Договору не можуть змінити предмет або характер договору, а ні умови конкурсних торгів за результатами яких був присуджений первинний Договір. Зміна в ціні за одиницю не дозволяється. Запити щодо укладання Додаткових угод повинні бути надані Постачальником не пізніше ніж за 30 календарних днів до закінчення терміну дії Договору. Додаткові угоди на запит Покупця не можуть змінювати обсяги послуг чи вартість Договору. Для укладення будь-якої додаткової угоди KfW повинно надати своє не заперечення.</p>

	<p>13.6. Умови цього Договору не поширюються на зобов'язання, що виникли між Сторонами до підписання цього Договору.</p>
<p><b>14. INSURANCE</b></p> <p>14.1 Goods and works are to be insured adequately and to the customary extent against all risks that may occur up to the orderly completion and acceptance of the project so that replacement or rehabilitation is possible in the event of damage.</p> <p>14.2 Transport insurance is to be provided for the duration of the entire transport. Insurance must be for full coverage (All Risks) and, where necessary, should include War Clauses (Cargo) and clauses for strikes and disturbances in accordance with internationally acknowledged clauses.</p> <p>14.3 Insurance is to be taken out against extraordinary events such as war, riot, terrorism or revolution to the extent possible at reasonable terms and conditions. Otherwise the contracting agency and the contractor are to reach a settlement on the distribution of these risks in coordination with KfW.</p> <p>14.4 In the case of financing of foreign currency costs, insurance is to be taken out in freely convertible currency and will provide for any payments due from the insurer to be made payable to KfW for account of the contracting agency. Any insurance payments shall be made for account of the MENR to account no. 38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00) at KfW, Frankfurt am Main (BIC: KFWIDEFF; BLZ 500 204 00), with KfW crediting such payments to the Special account. If such payments are made in local currency they shall be remitted to a special account in Ukraine, which may be drawn on only with the consent of KfW. Such funds may be re-utilized for the execution of the Project with KfW's consent.</p>	<p><b>14. СТРАХУВАННЯ</b></p> <p>14.1 Товари та роботи повинні бути адекватно та достатньо застраховані Постачальником від усіх ризиків, які можуть виникнути, до належного завершення та прийняття проекту, щоб заміна або відновлення було можливим у випадку пошкодження.</p> <p>14.2 Страхування транспорту повинно бути надане на увесь період транспортування. Страхування повинно бути для повного покриття (всі ризики) збитків і, у разі необхідності, повинно включати положення щодо війни (для вантажів) та положення про страйки та перешкоди відповідно до міжнародно визнаних статей.</p> <p>14.3 Страхування від надзвичайних подій, таких як війна, бунт, тероризм або революція, повинне бути вилученим наскільки це можливо, на розумних умовах. В іншому випадку договірне агентство та підрядник повинні досягти врегулювання розподілу цих ризиків у координації з KfW.</p> <p>14.4 У випадку фінансування витрат у іноземній валюті, страхування повинне виводитись у вільно конвертованій валюті та передбачати будь-які платежі, сплачені страховиком, які підлягають виплаті KfW за рахунок контрагента. Будь-які страхові виплати здійснюються в ім'я МЕПР на рахунок № 38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00) KfW, Франкфурт-на-Майні (BIC: KFWIDEFF; BLZ 500 204 00), при цьому KfW зараховує такі платежі на Спеціальний рахунок. Якщо такі платежі здійснюються в національній валюті, вони перераховуються на спеціальний рахунок в Україні, які можуть бути здійснені лише за згодою KfW.</p>
<p><b>15. KfW REIMBURSEMENT</b></p> <p>15.1 Any reimbursements, guarantee or similar claimable payments and any insurance payments shall be made for account of the MENR to account no. 38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00) at KfW, Frankfurt am Main (BIC: KFWIDEFF; BLZ 500 204 00), with KfW crediting such payments to the Special account. If such payments are made in local currency they shall be remitted to a special account of in Ukraine, which may be drawn on only with the consent of KfW. Such funds may be re-utilized for the execution of the Project with KfW's consent.</p>	<p><b>15. ВІДШКОДУВАННЯ KfW</b></p> <p>15.1 Будь-які компенсації, гарантії чи подібні сплачені платежі та будь-які страхові виплати здійснюються в ім'я МЕПР на рахунок № 38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00) KfW, Франкфурт-на-Майні (BIC: KFWIDEFF; BLZ 500 204 00), при цьому KfW зараховує такі платежі на Спеціальний рахунок. Якщо такі платежі здійснюються в національній валюті, вони перераховуються на спеціальний рахунок в Україні, які можуть бути здійснені лише за згодою KfW. Такі кошти можуть бути використані повторно для виконання Проекту за згодою KfW.</p>
<p><b>16. LIABILITY OF THE PARTIES</b></p> <p>16.1. For failure and / or improper execution of this Contract the Parties bear responsibility according to the current legislation of Ukraine.</p> <p>16.2. In case of failure and / or improper fulfilment of the obligations specified in this</p>	<p><b>16. ВІДПОВІДАЛЬНІСТЬ СТОРІН</b></p> <p>16.1. За невиконання та/або неналежне виконання умов цього Договору Сторони несуть відповідальність згідно чинного законодавства України.</p> <p>16.2. У випадку невиконання та/або неналежного виконання зобов'язань, що передбачені</p>

<p>Contract the guilty Party shall compensate the other Party all losses associated with the failure or improper performance of obligations.</p> <p>16.3. For violation of terms of delivery of the Goods or the delivery of the Goods that do not meet the requirements of this Contract on the quality or quantity, the Supplier pays the Client a lumpsum of 0.1% of the value of undelivered Goods or inadequate quality or quantity of Goods for each day of such delay until the full proper performance of its obligations. However, the maximum penalty that can be applied may not exceed 10% of the total amount of the Contract indicated in paragraph 5.1. of this Contract.</p> <p>16.4. In case the Client is responsible for payment delays beyond the limits set out in this contract, the Supplier is entitled receive from the Client the conventional penalty at a rate of 0,1 % of the cost of the delayed payment for each day of delay. However, the cumulated interest payments made by the Client may not exceed 10% of the total Contract value specified in Article 3.1. of this Contract.</p> <p>16.5. Damages and payment of penalties do not exempt the guilty party from performing its obligations under this Contract.</p> <p>16.6. Neither party to this Contract shall be liable to the other party for any consequential or indirect damages under any provisions of this Contract or for any consequential or indirect damages arising out of any act or failure to act hereunder even if that party has been advised of or has foreseen the possibility of such damages.</p>	<p>цим Договором винна Сторона зобов'язана відшкодувати іншій Стороні всі пов'язані з таким невиконанням чи неналежним виконанням зобов'язань збитки.</p> <p>16.3. За порушення строків поставки Товару або поставку Товару, який не відповідає вимогам даного Договору за якістю чи кількістю, Постачальник оплачує Покупцеві неустойку у розмірі 0,1% від вартості непоставленого вчасно або поставленого в неналежній якості чи кількості Товару, за кожний день такого протермінування до повного належного виконання своїх зобов'язань. При цьому, максимальний розмір неустойки, яка може бути нарахована Постачальнику не може перевищувати 10% від загальної суми Договору, вказаної в п.5.1. Договору.</p> <p>16.4. У разі порушення Покупцем строку оплати Товару вказаному в цьому Договорі, Постачальник може вимагати від Покупця виплати пеню у розмірі 0,1% від від суми заборгованості за кожен день прострочення платежу. Максимальний розмір пені, яка може бути нарахована не може перевищувати 10% від загальної суми Договору, вказаної в п.3.1. Договору.</p> <p>16.5. Відшкодування збитків та сплата неустойки (пені, штрафу) не звільняє винну Сторону від виконання своїх зобов'язань за даним Договором.</p> <p>16.6. Жодна сторона цього Договору не несе відповідальності перед іншою стороною за будь-які непрямі збитки та втрачену вигоду із-за положень цього Договору або за будь-які непрямі збитки чи втрачену вигоду, що виникли внаслідок будь-якого діяння чи невиконання цього Договору, навіть якщо ця сторона була поінформована або передбачила можливість такого збитку.</p>
<p style="text-align: center;"><b>14. FORCE MAJEURE</b></p> <p>17.1. The Parties are exempted from liabilities for failure or improper performance of obligations hereunder in the event of force majeure circumstances that did not exist at the time of signing the Contract and arose against both Parties' will.</p> <p>17.2. Force majeure in this Contract are actions of invincible power and other circumstances that constitute grounds for exemption from liability for failure or improper performance of obligations under this Contract; any extreme or unavoidable events of external nature in relation to the parties or their consequences that arise through no fault of the Parties, against the will or wishes of the Parties and can not be provided with conventional actions to this end and those that are impossible to prevent or avoid with all caution and foresight, including, but not excluding natural disasters (earthquakes, floods, hurricanes, destruction due to lightning, etc.), disasters of biologic, technogenic, antropogenic origin (explosions, fire, breakdown of machinery and equipment, mass epidemics, etc.), the circumstances of social life (war, military operations, blockade, public disorder, terrorism,</p>	<p style="text-align: center;"><b>17. ФОРС-МАЖОР</b></p> <p>17.1. Сторони звільняються від відповідальності за невиконання або неналежне виконання зобов'язань за цим Договором у разі виникнення форс-мажорних обставин, які не існували на час підписання Договору та виникли поза волею Сторін.</p> <p>17.2. Форс-мажорними обставинами в цьому Договорі вважаються дії непереборної сили, а також інші обставини, що є підставою для звільнення від відповідальності за невиконання або неналежне виконання зобов'язань за цим Договором; будь-які екстремальні або неминучі події зовнішнього характеру по відношенню до Сторін або їх наслідки, які виникають не з вини Сторін, поза їх волею або всупереч волі і бажанню Сторін і які не можуть бути передбачені із застосуванням звичайних дій з цією метою, і яким неможливо запобігти (уникнути їх) з усією обережністю і передбачливістю, в тому числі, але не виключаючи стихійні явища природного характеру (землетруси, повені, урагани, руйнування в результаті блискавки тощо), катастрофи біологічного, техногенного та антропогенного походження (вибухи, пожежі, поломки машин і обладнання, масові епідемії тощо), обставини суспільного життя (війна, воєнні дії, блокада, порушення громадського порядку,</p>

<p>mass strikes and lock-outs, boycotts, etc.) and issuing prohibitive or restrictive regulations acts of government and / or local authorities, other legal or illegal, restrictive or limiting activities of these bodies that prevent the Parties from properly performing their obligations under this Contract or temporarily impede such performance.</p> <p>17.3. The Party that cannot fulfil obligations under this Contract due to force majeure shall notify the other party of this in writing (by telegram / e-mail / fax / courier) within 10 (ten) calendar days from the date of occurrence.</p> <p>If a Party that failed to fulfil obligations under this Contract due to force majeure did not inform the other party of their occurrence, it is not entitled to rely on those circumstances as grounds for non-fulfilment or untimely fulfilment of their obligations.</p> <p>17.4. Evidence of force majeure and duration of action are the relevant supporting documents issued by the Chamber of Commerce.</p> <p>17.5. If force majeure and / or its consequences temporarily prevent full or partial fulfilment of obligations under this Contract, the execution of the contract is suspended for the duration of such circumstances or elimination of their effects.</p> <p>17.6. Should these circumstances continue for over 3 (three) months, the Parties shall promptly conduct negotiations to agree on possible alternative ways of fulfilling the Contract obligations. If due to force majeure circumstances and / or their consequences, for which neither Party shall be liable, the fulfilment of the obligations under this Contract is still not possible, then this Contract is terminated from the date of inability to perform obligations related hereunder. In this case, the Parties are not exempted from the obligation to inform the other Party of the presence of force majeure circumstances or the occurrence of their effects.</p>	<p>терористичні акти, масові страйки та локаути, бойкоти тощо), а також видача заборонних або обмежувачих нормативних актів уряду та/або місцевого самоврядування, інших законних чи незаконних, заборонних чи обмежувачих заходів зазначених органів, які унеможливають виконання Сторонами належним чином своїх зобов'язань за цим Договором або тимчасово перешкоджають такому виконанню.</p> <p>17.3. Сторона, яка не може виконати зобов'язання за цим Договором внаслідок форс-мажорних обставин, повинна повідомити іншу Сторону про це в письмовій формі (телеграмою/ електронною поштою/ факсом/ кур'єрською доставкою) протягом 10 (десяти) календарних днів з моменту їх виникнення.</p> <p>Якщо Сторона, яка не змогла виконати зобов'язання за цим Договором внаслідок форс-мажорних обставин, не повідомила іншу Сторону про їх настання, вона не має права посилається на ці обставини як на підставу невиконання чи невчасного виконання нею своїх зобов'язань.</p> <p>17.4. Доказом виникнення форс-мажорних обставин та тривалості їх дії є відповідні підтверджуючі документи, видані Торгово-промисловою палатою.</p> <p>17.5. Якщо форс-мажорні обставини та/або їх наслідки тимчасово перешкоджають повному або частковому виконанню зобов'язань за цим Договором, то термін виконання зобов'язань продовжується на строк дії таких обставин чи усунення їх наслідків.</p> <p>17.6. Якщо форс-мажорні обставини продовжують діяти понад 3 (три) місяці підряд, Сторони зобов'язані провести переговори щодо погодження можливих альтернативних варіантів виконання умов даного Договору. Якщо у зв'язку з виникненням форс-мажорних обставин та/або їхніх наслідків, за які жодна із Сторін не несе відповідальності, виконання зобов'язань за цим Контрактом є все-таки неможливим, то цей Договір вважається розірваним з моменту виникнення неможливості виконання зобов'язань за цим Договором. У цьому випадку Сторони не звільняються від зобов'язання проінформувати іншу Сторону про наявність форс-мажорних обставин або настання їх наслідків.</p>
<p><b>18. DISPUTE RESOLUTION</b></p> <p>18.1 All disputes and disagreements that may arise in the performance, modification or termination of this Contract or in connection with it, will possibly be resolved through good-faith negotiation between the Parties.</p> <p>18.2 Where the Parties do not reach agreement by negotiation, the dispute is submitted to the Commercial Court in the prescribed law jurisdiction.</p> <p>18.3 The Governing Law is the material and procedural law of Ukraine for Contracts concluded after National tenders.</p> <p>18.4 The governing law for contracts</p>	<p><b>18. ВИРІШЕННЯ СПОРІВ</b></p> <p>18.1 Всі спори та розбіжності, що можуть виникнути при виконанні, зміні чи розірванні цього Договору або у зв'язку із ним, будуть по можливості вирішуватись шляхом переговорів між Сторонами.</p> <p>18.2 У випадку, коли Сторони не досягнуть згоди шляхом переговорів, спір передається на розгляд в господарський суд за встановленою законодавством підсудністю.</p> <p>18.3 Правом, що регулює Договори укладені за результатами національних тендерів є матеріальне та процесуальне право України.</p> <p>18.4 Правом, що регулює Договори за результатами міжнародних тендерів є право</p>

<p>concluded after international tenders is the German law covering commercial relationships with the jurisdiction of the courts of Essen, Germany .</p>	<p>Німеччини що регулює комерційні відносини з юрисдикцією суду у м. Ессен, Німеччина України для Договорів укладених.</p>
<p style="text-align: center;"><b>19. OTHER CONDITIONS</b></p> <p>19.1. The Parties may not transfer their rights and obligations arising from this Contract to others.</p> <p>19.2. After the conclusion of the Contract all previous negotiations and correspondence regarding this Contract are void.</p> <p>19.3. In cases not covered by the Contract, the Parties are governed by the laws of Ukraine.</p> <p>19.4. Each Party carries full responsibility for correct legal details included in this contract. They agree to notify the other Party in writing about changes eventually required. If they fail to inform each other they carry the risk of the associated adverse effects.</p> <p>19.5. In the course of execution of this Contract the exchange of business correspondence, reports, documents is allowed by email, fax if it is expressly foreseen in the Contract. The entire correspondence (messages, letters, plans, proposals and other documents, copies of documents, etc.) under this Contract , each Party shall transmit to the other Party in writing delivered by courier, via mail (not e-mail) by registered letter (insured) with description and return receipt request or personal delivery against receipt to the address specified in Section 20 of the Contract if other addresses will not be notified in writing by the Parties to each other. The Parties agreed that in view of postal circulation the correspondence is considered as received by the other party on the 5th day after sending it by the shipping Party, including the evasion (failure) of the recipient Party to receive it in the post office or not appearing at the post office for receiving it.</p> <p>19.6. This Contract issued on ____ pages in English and Ukrainian languages, where the English version prevails, in 3 identical copies of equal legal force, one copy for each Party and one for KfW.</p> <p>19.7. Annexes and integral part of this Contract are:</p> <ul style="list-style-type: none"> <li>- Annex №1 - Specification;</li> <li>- Annex №2 - Declaration of Undertaking</li> <li>- Annex №3 - Technical Specifications ;</li> <li>- Annex №4 - Supplier Technical Proposal dated _____ 2019 (together with Annexes on _____ pages.)</li> <li>- Annex №5 - Supplier Statement of Costs dated _____ 2019</li> <li>- Annex № 6 Contract Award: Letter of Acceptance</li> </ul> <p>19.8. The Contract is valid from the moment</p>	<p style="text-align: center;"><b>19. ІНШІ УМОВИ</b></p> <p>19.1. Сторони не мають права передавати свої права і обов'язки, що випливають із цього Договору, іншим особам.</p> <p>19.2. Після укладення Договору всі попередні переговори та переписка по ньому втрачають юридичну силу.</p> <p>19.3. У випадках, не передбачених Договором, Сторони керуються чинним законодавством України.</p> <p>19.4. Кожна Сторона несе повну відповідальність за правильність вказаних нею у цьому Договорі реквізитів та зобов'язується своєчасно у письмовій формі повідомляти іншу Сторону про їх зміну, а у разі неповідомлення несе ризик настання пов'язаних із ним несприятливих наслідків.</p> <p>19.5. В ході виконання цього Договору Сторонами приймається обмін діловою кореспонденцією, звітами, документами по електронній пошті, факсимільному зв'язку, якщо це прямо передбачено Договором. Усю кореспонденцію (повідомлення, листи, плани, пропозиції, інші документи, копії документів і тому подібне) за цим Договором кожна Сторона зобов'язана передавати іншій Стороні у письмовій формі з доставкою кур'єром, звичайною поштою (не електронною) цінним листом (оголошеною цінністю) з описом вкладення і повідомленням про вручення або особистим врученням під розпис по адресах, вказаних в Розділі 20 Договору, якщо інші адреси не будуть письмово повідомлені Сторонами одна одній. Сторони погодили, що з урахуванням поштового обігу кореспонденція вважається отриманою Стороною одержувачем на 5-й день після направлення її Стороною відправником, у тому числі, вважається отриманою і у разі ухилення (відмови) Сторони одержувача від її отримання у відділенні поштового зв'язку чи нез'явлення Сторони у відділення поштового зв'язку для її отримання.</p> <p>19.6. Цей Договір складено на ____ аркушах англійською та українською мовами, з переважанням варіанту, в 3-х ідентичних примірниках, які мають рівну юридичну силу, по одному для кожної із Сторін та один для для KfW (Кредитної Установи для Відбудови).</p> <p>19.7. Додатками та невід'ємною частиною цього Договору є:</p> <ul style="list-style-type: none"> <li>- Додаток №1 – Специфікація;</li> <li>- Додаток №2 – Декларація про зобов'язання</li> <li>- Додаток №3 – Технічна Специфікація;</li> <li>- Додаток №4 Технічна пропозиція Постачальника від _____ 2019 року (разом з додатками на ____ арк.)</li> <li>- Додаток №5 Звіт про витрати від _____ 2019 року</li> <li>- Додаток №6 Присудження контракту: Лист про Акцепт</li> </ul>

<p>of its signing by both parties till _____ and shall remain in force until completion of parties' obligations herein.</p> <p>The present contract enters into force, only after no objection from KfW for Contract value higher then 100.000 EUR is obtained.</p>	<p>19.8. Договір вступає в силу з моменту його підписання обома сторонами та діє до_____, і залишається в силі до повного виконання сторонами своїх зобов'язань.</p> <p>Цей договір набирає чинності лише після отримання не-заперечення від KfW щодо контракту, що становить більше 100 000 євро.</p>
<p align="center"><b>20. LEGAL ADDRESSES, DETAILS AND SIGNATURES OF THE PARTIES</b></p> <p><b>Client:</b>  <b>AHT Group AG</b>  Huyssenallee 66-68, 45128, Essen, Germany,  Phone. +49201 1016-0  Registered at the address in Ukraine: 79039 Lviv, Str. Shevchenka 70/1  Phone: +380322330423  Account in UAH № 26004000029062  Account in EURO № 26008000026696  JSC "UKREXIMBANK", affiliated branch in Lviv city  MFO 322313,  e-mail: <a href="mailto:info@snpa.in.ua">info@snpa.in.ua</a></p> <p><b>Authorized representative</b></p> <p>_____ / Michael Brombacher</p> <p align="center"><b>М.П.</b></p>	<p align="center"><b>20. ЮРИДИЧНІ АДРЕСИ, РЕКВІЗИТИ ТА ПІДПИСИ СТОРІН</b></p> <p><b>ПОКУПЕЦЬ:</b>  <b>АГТ ГРУП АГ (AHT GROUP AG)</b>  Huyssenallee 66-68, 45128, Німеччина, м. Ессен  Тел. +49201 1016-0  Місцезнаходження в Україні: 79039, м. Львів, вул. Шевченка, 70/1  Тел. +380322330423  Рахунок в УАН № 26004000029062  Рахунок в EURO № 26008000026696  в філії АТ "УКРЕКСІМБАНК" у м. Львові  МФО 322313  електронна пошта: <a href="mailto:info@snpa.in.ua">info@snpa.in.ua</a></p> <p><b>Уповноважений представник</b></p> <p>_____ / Міхаель Бромбахер</p> <p align="center"><b>М.П.</b></p>
<p><b>Supplier:</b></p> <p>Address: _____</p> <p>_____</p> <p>Reg. Number _____</p> <p>Account № _____</p> <p>in _____</p> <p>E-mail: _____</p> <p>_____ / _____ /</p> <p align="center"><b>М.П.</b></p>	<p><b>ПОСТАЧАЛЬНИК:</b></p> <p>Місцезнаходження: _____</p> <p>_____</p> <p>ЄДРПОУ _____</p> <p>Рахунок № _____</p> <p>в _____</p> <p>електронна пошта: _____</p> <p>_____ / _____ /</p> <p align="center"><b>М.П.</b></p>

**Annex №1/ Додаток №1**

**to the Supply Contract / до Договору Поставки №\_\_\_\_\_ від/dated «\_\_\_» \_\_\_\_\_ 2019**

**SPECIFICATION (SPECIAL CONDITIONS) / СПЕЦИФІКАЦІЯ (ОСОБЛИВІ УМОВИ)**

Ukraine, city of Lviv  
Україна, м.Львів

«\_\_\_» \_\_\_\_\_ 2019

1. Supplier undertakes to supply the Client with the following Goods:	1. Постачальник приймає на себе зобов'язання поставити Покупцю товар, а саме:
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№	Name (nomenclature), assortment and other technical characteristics of the Goods/  Найменування (номенклатура), асортимент та інші технічні характеристики Товару	Unit/  Один. Виміру	Quantity/  Кількість	Price per Unit (EURO) without VAT/ Ціна за одиницю (Євро.) без ПДВ	Sum (EURO), without VAT/ Сума (Євро), без ПДВ
1	<b>Desktop computers 1*</b> Brand: Model:	Pcs./шт.	203		
2	<b>Desktop computers 2**</b> Brand: Model:	Pcs./шт.	16		
3	<b>Desktop computers 3***</b> Brand: Model:	Pcs./шт.	16		
4	Monitor 23-24"	Pcs./шт.	203		
5	Monitor 27"	Pcs./шт.	48		
6	Notebook	Pcs./шт.	49		
7	Notebook (rugged)	Pcs./шт.	33		
8	Office suite	Pcs./шт.	317		
9	Multifunctional printer (MFP)	Pcs./шт.	40		
10	3 year's set of consumption material	Pcs./шт.	40		
11	Printer b/w	Pcs./шт.	94		
12	3 year's set of consumption material	Pcs./шт.	94		
13	A0 Plotter	Pcs./шт.	7		
14	3 year's set of consumption material	Pcs./шт.	7		
15	A3 Scanner	Pcs./шт.	32		
16	NAS	Pcs./шт.	14		
17	External hard disk	Pcs./шт.	317		

18	Web-camera	Pcs./шт.	85		
19	Regular mouse	Pcs./шт.	285		
20	GIS & media mouse	Pcs./шт.	32		
21	Keyboard	Pcs./шт.	235		
22	Graphic Tablets	Pcs./шт.	9		
23	Video projector	Pcs./шт.	13		
24	Projector screen	Pcs./шт.	13		
25	Conference speakerphone	Pcs./шт.	8		
26	Conference webcam	Pcs./шт.	8		
27	A3 Laminator	Pcs./шт.	9		
28	3-year's Set of consumption material	Pcs./шт.	9		
<b>Total without VAT/ Всього без ПДВ:</b>					

2. Total value of the Goods is: _____ (_____) EURO____, without VAT	2. Загальна вартість Товару становить _____ (_____) Євро. _____, без ПДВ.
3. Delivery deadline of the Goods: till "____" _____ 2019	3. Строк поставки Товару: до «____» _____ 2019 року
4. Terms of delivery of the Goods (according to INCOTERMS 2010): DDP Lviv Ukraine	4. Місце та умови поставки Товару (згідно Інкотермс 2010): DDP Lviv Ukraine
5. Requirement on Insurance of the Goods: _____	5. Вимоги щодо страхування Товару: _____
6. Terms of payment: <ul style="list-style-type: none"> <li>80% on delivery of Goods (at DDP Lviv) which corresponds to _____ Euro, the Client is obligated to pay to the Supplier within 15 (fifteen) days from the date of meeting the following conditions: <ul style="list-style-type: none"> <li>providing the documents (Certificate of origin, Quality certificate, Export declaration, CMR, Certificate of conformity, Warranty Certificate) to AHT GROUP AG's for customs clearance of the goods</li> <li>Receipt of invoice from the Supplier.</li> </ul> </li> <li>20% on acceptance of goods, which corresponds to _____ Euro, the Client is obligated to pay to the Supplier within 15 (fifteen) days meeting the following conditions: <ul style="list-style-type: none"> <li>written acceptance of the delivery of goods (signing the Reception Protocol, Certificate of handover-takeover,)</li> </ul> </li> </ul>	6. Строки проведення розрахунків: <ul style="list-style-type: none"> <li>80% вартості товару (на умовах DDP Львів), що відповідає _____ Євро, Покупець зобов'язаний оплатити Постачальнику протягом 15 (п'ятнадцяти) днів з моменту виконання таких умов: <ul style="list-style-type: none"> <li>надання документів (Сертифікат походження, Сертифікат якості, Експортна декларація, CMR, Сертифікат відповідності, Гарантійний сертифікат) АГТ Груп АГ для здійснення розмитнення Товару</li> <li>Отримання рахунку від Постачальника</li> </ul> </li> <li>20% після приймання товару, що відповідає _____ євро, Покупець зобов'язаний оплатити Постачальнику протягом 15 (п'ятнадцяти) днів з моменту виконання таких умов: <ul style="list-style-type: none"> <li>письмове приймання доставки Товару (підписання Протоколу Прийняття товару, Акту приймання-передачі);</li> <li>Отримання рахунку від Постачальника</li> </ul> </li> </ul>

<p>- Receipt of invoice from the Supplier.</p> <p>In case the contract value exceeds 500.000 Euro the Direct Disbursement Procedure from KfW is implied;</p> <p>7. Payment conditions:</p> <p>7.1 Payment for the Goods is done by the Client based on the invoice, signed and sealed by the Supplier</p> <p>7.2 Payment for the Goods (to Ukrainian legal entities) is carried out by the Client in the national currency of Ukraine by bank transfer of the amount of the supplied Goods from Client's bank account to the Supplier's bank account</p> <p>or</p> <p>Payment for the Goods (to foreign legal entities) is carried out by the Client in Euro by bank transfer of the amount of the supplied Goods free of VAT from Client's bank account to the Supplier's bank account.</p> <p>7.3 The Client must inform the Supplier about the payment on the day of transferring money by sending the last relevant message by e-mail, fax or by any other acceptable means from which it will be clear that the Client's monetary obligation is fulfilled.</p>	<p>У випадку, якщо вартість контракту перевищує 500 000 Євро, застосовується процедура прямої виплати від KfW;</p> <p>7. Умови оплати:</p> <p>7.1 Оплата Товару здійснюється Покупцем на підставі рахунку-фактури, підписаного Постачальником та скріпленого печаткою Постачальника,</p> <p>7.2 Оплата за Товар (українським юридичним особам) здійснюється Покупцем в національній валюті України у безготівковій формі шляхом перерахування суми вартості поставленого Товару з банківського рахунку Покупця на банківський рахунок Постачальника</p> <p>або</p> <p>Оплата за Товар (іноземним юридичним особам) здійснюється Покупцем в Євро у безготівковій формі шляхом перерахування суми вартості поставленого Товару без ПДВ з банківського рахунку Покупця на банківський рахунок Постачальника.</p> <p>7.3 Покупець повинен повідомити Постачальника про здійснення платежу в день перерахування грошей, надіславши останньому відповідне повідомлення електронною поштою, факсимільним зв'язком чи будь-яким іншим прийнятним способом, з якого недвозначно буде зрозумілим, що грошове зобов'язання Покупця виконано.</p>
<p>8. The warranty period for the Goods is 12 months from the date of Goods receipt.</p>	<p>8. Гарантійний строк на Товар складає 12 місяців з дня отримання Товару.</p>
<p>9. Documents for the Goods provided by the Supplier:</p> <ul style="list-style-type: none"> <li>• Certificate of origin</li> <li>• Quality certificate</li> <li>• Export Declaration</li> <li>• CMR</li> <li>• Certificate of conformity</li> <li>• Warranty Certificate</li> <li>• Reception Protocol</li> <li>• Invoice</li> </ul>	<p>9. Документи на Товар, що надаються Постачальником:</p> <ul style="list-style-type: none"> <li>• Сертифікат походження</li> <li>• Сертифікат якості</li> <li>• Експортна декларація</li> <li>• CMR</li> <li>• Сертифікат відповідності</li> <li>• Гарантійний сертифікат</li> <li>• Протокол приймання товару</li> <li>• Рахунок Фактура</li> </ul>
<p>10. Conditions of passing over the goodse, transfer of the property rights:</p> <p>10.1 Handover-takeover of the goods is done by the authorized representatives of the Client and the Supplier.</p> <p>10.2 The goods are accepted by means of a bilateral signing of the Certificate of handover-takeover which confirms the actual transfer of the goods in the amount in accordance with the terms of the contract and confirms its qualitative characteristics</p> <p>10.3 The transfer of property rights from Supplier to Client for the goods delivered under this contract is carried out at the moment of signing of the Certificate of handover-takeover, concluded and signed by the Parties on the day of the actual transfer of the goods</p>	<p>10. Умови передачі товау, перехід права власності:</p> <p>10.1 Здавання-приймання товару проводиться уповноваженими представниками Покупця і Постачальника.</p> <p>10.2 Товар приймається шляхом двостороннього підписання акту приймання-передачі, що підтверджує фактичну передачу товару у кількості згідно умов договору та підтверджує його якісні характеристики</p> <p>10.3 Перехід права власності від Постачальника до Покупця на поставлений згідно цього договору товару здійснюється в момент підписання акту приймання-передачі, який Сторони складають та підписують в день фактичної передачі товару</p>
<p>11. This Annex shall come into force with signed by both Parties</p>	<p>11. Даний Додаток набирає чинності з моменту підписання його обома Сторонами</p>
<p>12. This Annex is made up in duplicate, one copy for each Party, in Ukrainian and English, both texts being authentic and of equal legal force, issued in Ukrainian and English languages, where the English version prevails, in 3 identical copies of equal legal force, one copy for each</p>	<p>12. Даний Додаток складено українською та англійською мовами, з переважанням англійського варіанту, в 3-х ідентичних примірниках, які мають рівну юридичну силу, по одному для кожної із Сторін та один для KfW (Кредитної Установи для Відбудови).</p>

Party and one for KFW.	
<p><b>CLIENT: AHT Group AG</b>          Huysseallee 66-68, 45128, Essen, Germany,          Phone: +49201 1016-0          Registered at the address in Ukraine: 79039 Lviv,          Str. Shevchenka 70/1          Phone: +380322330423, e-mail: info@snpa.in.ua          Account № 26008000026696 (Euro currency)          JSC "UKREXIMBANK", affiliated branch in Lviv city, MFO          322313</p> <p><b>ПОКУПЕЦЬ: АГТ ГРУП АГ (AHT GROUP AG)</b>          Huysseallee 66-68, 45128, Німеччина, м. Ессен          Тел. +49201 1016-0          Місцезнаходження в Україні: 79039, м. Львів, вул.          Шевченка, 70/1          Tel. +380322330423, електронна пошта: info@snpa.in.ua          Рахунок № 26008000026696 (Euro currency)          в філії АТ "УКРЕКСІМБАНК" у м. Львові, МФО 322313</p> <p><b>Authorized representative/ Уповноважений представник</b></p> <p>_____</p> <p><i>signature, stamp</i></p> <p><b>Michael Brombacher /Міхаель Бромбахер</b></p>	<p><b>SUPPLIER:</b> _____          Address: _____          _____</p> <p>Reg. Number _____          Account № _____          in _____          E-mail: _____</p> <p><b>ПОСТАЧАЛЬНИК:</b> _____          Місцезнаходження: _____          _____</p> <p>ЄДРПОУ _____          Рахунок № _____          в _____          електронна пошта: _____</p> <p>_____ / _____</p> <p>_____</p> <p><b>підпис, М.П.</b></p> <p>_____</p>

**Annex №2/ Додаток №2**

**to the Supply Contract / до Договору Поставки №\_\_\_\_\_ від/dated «\_\_\_» \_\_\_\_\_ 2019**

**Declaration of Undertaking**

**To: AHT GROUP AG (“Contracting Authority”)**

**Project: “Support of Nature Protected Areas in Ukraine”**

BMZ Project Numbers: 2011.6612.3 and 2013.6588.1. financed from the loan funds provided by the Government of the Federal Republic of Germany through KfW pursuant to the Agreement between the Cabinet of Ministers of Ukraine and the Government of the Federal Republic of Germany on Financial Cooperation (allocation 2011, 2012 and 2013) dated 10.05.2015, implemented by AHT GROUP AG (the leading partner of the consortium in association with WWF International Danube-Carpathian Programme, Frankfurt Zoological Society (FZS), and Ukrainian Society for the Protection of Birds (USPB))

1. We recognise and accept that KfW ("KfW") only finances projects of the Contracting Authority subject to its own conditions which are set out in the contractual agreements it has entered into with the Contracting Authority. As a matter of consequence, no legal relationship exists between KfW and our company, our joint venture or our subcontractors, suppliers or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client or the Project Executing Agency as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our joint venture or – in the case of being awarded a contract - any of our subcontractors, suppliers or subconsultants are in any of the following situations:

2.1) Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;

2.2) Having been:

a. convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (*in the event of such conviction, the applicant or Tenderer shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);

b. subject to an administrative sanction within the past five years by the European Union or by national authorities either in the country of the Contracting Authority or of KfW, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (*in the event of such sanction, the applicant or Tenderer shall attach to this Declaration of Undertaking supporting information showing that this sanction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);

c. convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an KfW-financed contract;

2.3) Being listed for financial sanctions by the United Nations, the European Union and/or Germany for the purposes of fight-against-terrorist financing or threat to international peace and security. This criterion of exclusion is also applicable to legal persons, whose majority of shares are held or factually controlled by a listed natural or legal person;

2.4) Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a

full settlement against us;

2.5) Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;

2.6) Being subject to an exclusion decision of the World Bank or any other international development financing institution and being listed on the website <http://www.worldbank.org/debarr> respectively the relevant list of any other international development financing institution (*in the event of such exclusion, the applicant or Tenderer shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);

2.7) Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.

3. We hereby certify that neither we, nor any of the members of our joint venture or any of our subcontractors, suppliers or subconsultants are in any of the following situations of conflict of interest:

3.1) Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.2) Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.3) Being controlled by or controlling another Tenderer or consultant, or being under common control with another Tenderer or consultant, or receiving from or granting subsidies directly or indirectly to another Tenderer or consultant, having the same legal representative as another Tenderer or consultant, maintaining direct or indirect contacts with another Tenderer or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;

3.4) Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;

3.5) In the case of procurement of goods, works or plants:

iii. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract; <sup>[1]</sup><sub>[SEP]</sub>

iv. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract; <sup>[1]</sup><sub>[SEP]</sub>

4. If we are a state-owned entity, and compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of the Contracting Authority, which will inform KfW, any change in situation with regard to points 2 to 4 here above.

6. In the context of the procurement process and performance of the corresponding contract:

6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit.

6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;

6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;

6.6) Neither we nor any of the members of our joint venture or any of our subcontractors, suppliers or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany;

6.7) We commit ourselves to comply with and ensure that our subcontractors, suppliers, in particular those for major supply items, or consultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation<sup>11</sup> (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans provided by the Contracting Authority.

7. We, as well as all members of our joint venture and our subcontractors, suppliers or subconsultants will provide information and authorise KfW or an agent appointed by KfW to inspect on site accounts, records and other documents relating to the entire procurement and award process and – in the case of being awarded a contract – the execution of the contract and to have them audited by auditors or agents appointed by KfW.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

Duly empowered to sign in the name and on behalf of<sup>12</sup>: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

<sup>11</sup> In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant / Tenderer / Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

<sup>12</sup> In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, Tenderer or consultant shall attach a power of attorney from the applicant, Tenderer or consultant.

**Annex №3/ Додаток №3**  
**to the Service Contract / до Договору про надання послуг №\_\_\_\_\_ від/dated «\_\_\_» \_\_\_\_\_**  
**2019**

## **TECHNICAL SPECIFICATIONS**

**Annex №4/ Додаток №4**

**to the Service Contract / до Договору про надання послуг №\_\_\_\_\_ від/dated «\_\_\_» \_\_\_\_\_  
2019**

**TECHNICAL PROPOSAL**

**Annex №5/ Додаток №5**

to the Service Contract / до Договору про надання послуг №\_\_\_\_\_ від/dated «\_\_\_» \_\_\_\_\_  
2018

## STATEMENT OF COSTS

### Budget breakdown

**for Lot 1: Provision of computer hardware, software and accessories to the eight target PAs of the SNPA project.**

A	B	C	D	E
ITEM NUMBER	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS WITH DELIVERY DDP <sup>14</sup> LVIV, UKRAINE [EUR]	TOTAL [EUR]
<b>1</b>		<b>Desktop computers</b>		
1.1	203	1* Brand: Model:		
1.2	16	2** Brand: Model:		
1.3	16	3*** Brand: Model:		
<b>2</b>		<b>Screens</b>		
2.1	203	Monitor 23-24"		
2.2	48	Monitor 27"		
<b>3</b>		<b>Notebooks</b>		
3.1	49	Notebook		
3.2	33	Notebook (rugged)		
<b>4</b>		<b>Software</b>		
4.1	317	Office suite		
<b>5</b>		<b>Printers and Scanners</b>		

<sup>14</sup> DAP (Delivered At Place) — Incoterms 2010 International Chamber of Commerce <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/> .

5.1	40	Multifunctional printer (MFP)		
5.2	40	3 year's <i>set of consumption material</i>		
5.3	94	Printer b/w		
5.4	94	3 year's <i>set of consumption material</i>		
5.5	7	A0 Plotter		
5.6	7	3 year's <i>set of consumption material</i>		
5.7	32	A3 Scanner		
<b>6.</b>		<b>Backup Systems</b>		
6.1	14	NAS		
6.2	317	External hard disk		
<b>7.</b>		<b>Accessories</b>		
7.1	85	Web-camera		
7.2	285	Regular mouse		
7.3	32	GIS & media mouse		
7.4	235	Keyboard		
7.5	9	Graphic Tablets		
7.6	13	Video projector		
7.7	13	Projector screen		
7.8	8	Conference speakerphone		
7.9	8	Conference webcam		
<b>8.</b>		<b>Other</b>		
8.1	9	A3 Laminator		
8.2	9	3-year's Set of consumption material		
			<b>Total</b>	

to the Service Contract / до Договору про надання послуг №\_\_ від/dated «\_\_» \_\_\_\_\_ 2019

## Letter of Acceptance

«\_\_» \_\_\_\_\_ 2019

To: *name and address of the Supplier*

Subject: **Notification of Award Contract No.** \_\_\_\_\_

**This is to notify you that your Tender dated \_\_\_\_\_ for execution of the supplies of computer hardware, software and accessories to the eight target PAs of the SNPA project,**

in the quantity stated in the Technical Specifications (Ref.: IT-2018-3-supply-IT equipment) at delivery terms DDP Lviv, Ukraine,

for the Accepted Contract Amount of *[Insert contract price in numbers and words including code and name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by the undersigned Purchaser.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Institution: \_\_\_\_\_

# TENDER FORMS

*Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

## Tender Guarantee

**Beneficiary:** *[Insert name and Address of Purchaser]*

**Date:** *[Insert date of issue]*

**TENDER GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[Insert name and address of the tenderer, which in the case of a joint venture shall be the name and address of the joint venture]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its tender (hereinafter called "the Tender") for the supply of *[Insert project, object of the contract/brief description of the goods and related services]* under Invitation to Tender No. IT-2018-3-supply-IT equipment ("the ITT").

Waiving all objections and defences,, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[Insert guarantee amount and currency in words and figures]* upon receipt by us of the Beneficiary's first demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) Has withdrawn its Tender during the period of bid validity set forth in the Applicant's Tender Submission Form (the Tender Validity Period"); or
- (b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Tenderers ("ITT") of the Beneficiary's tendering document.

This guarantee shall expire not later than *[Insert expiry date]*<sup>15</sup>.

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

*[As preferred option regarding guarantee rules insert*<sup>16</sup>*: This guarantee is subject to the Uniform Rule for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.]*

Place, date Guarantor's authorized signature(s)

<sup>15</sup> Pursuant to ITT Clause 22.3 the guarantee must be valid for at least 42 days beyond the tender validity.

<sup>16</sup> In the case the issuing bank will not add the preferred option, the following must be added instead: This guarantee is governed by the laws of *[Insert country of jurisdiction]*. Note: the country of jurisdiction shall be the country where the bank's branch issuing the guarantee is physically located.

## Letter of Acceptance

«\_\_\_» \_\_\_\_\_ 2019

To: *name and address of the Supplier*Subject: **Notification of Award Contract No.** \_\_\_\_\_

**This is to notify you that your Tender dated \_\_\_\_\_ for execution of the supplies of computer hardware, software and accessories to the eight target PAs of the SNPA project,**

in the quantity stated in the Technical Specifications (Ref.: IT-2018-3-supply-IT equipment) at delivery terms DAP Lviv, Ukraine,

for the Accepted Contract Amount of *[Insert contract price in numbers and words including code and name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by the undersigned Purchaser.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Institution: \_\_\_\_\_