

STANDARD PROCUREMENT DOCUMENT

**Standard Request for Proposals
for the
Selection of Consultants
in Projects with Financing from KfW**

Document Version: January 2019

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LETTER OF INVITATION

Project ID: **Support to Nature Protected Areas (SNPA) in Ukraine**, BMZ No.:2011.6612.3 and 2013.6588.1

MEEP / KfW

Lviv, Ukraine, 10.09.2019

Dear Mr. /Ms.

1. The Ministry of Energy and Environmental Protection of Ukraine (MEEP) has “received” financing from KfW Development Bank (“KfW”) in the form of a “*financial contribution*” (hereinafter called “*grant*”) toward the cost of The Project “Support to Nature Protected Areas in Ukraine”. The *AHT GROUP AG*, acting as the implementing agency of the Recipient and referred to as the “Employer”, intends to apply a portion of the proceeds of this “*grant*” to eligible payments under the contract for which this Request for Proposals is issued.

Payments by KfW will be made only at the request of the *AHT GROUP AG* and upon approval by KfW, and will be subject, in all respects, to the terms and conditions of the “*financing*” agreement. No party other than the *AHT GROUP AG* shall derive any rights from the “*financing*” agreement or have any claims to the proceeds of the “*grant*”.

The Employer now invites **Proposals** to provide the following consulting services (hereinafter called “Services”): **Civil engineering services for detailed design, contracting and author supervision for infrastructure construction in protected areas**. More details on the Services are provided in the Terms of Reference (Section 5).

2. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:
 - HYDROPLAN Ingenieur-Gesellschaft mbH in Association with CDM Engineering Ukraine
 - “Retro project” LLC

It is not permissible to transfer this invitation to any other firm.

3. A firm will be selected in accordance with the procedures described in the KfW Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries, which can be found on the website www.kfw-entwicklungsbank.de, and in the present document.

4. The RFP includes the following Sections:

- Section I – Instructions to Consultants (ITC)
- Section II – Data Sheet
- Section III – Technical Proposal - Standard Forms
- Section IV – Financial Proposal - Standard Forms
- Section V – Eligibility Criteria
- Section VI – KfW Policy – Sanctionable Practice – Social and Environmental Responsibility
- Section VII – Terms of Reference
- Section VIII – Conditions of Contract and Contract Form

5. Please inform us by *03 December 2019*, in writing at at Shevchenka Str., 70, apt. 1, Lviv, 79039 Ukraine, or by E-mail: stefanyshyn@snpa.in.ua:
- (a) that you have received this Letter of Invitation; and
 - (b) whether you intend to submit a **Proposal** alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under **ITC 14.1.2**).
6. Details on the **Proposal**'s submission date, time and address are provided in **ITC 17.4** and **ITC 17.9**.

Yours sincerely,

Solomiya Stefanyshyn, National Procurement and Financial Officer
Support to Nature Protected Areas in Ukraine

German Financial Cooperation with Ukraine

“Support to Nature Protected Areas in Ukraine”,

BMZ No.:2011.6612.3 and 2013.6588.1

Request for Proposals

for

**Civil engineering services for detailed design, contracting
and author supervision**

**Employer: AHT GROUP AG, registered at the address in
Ukraine: 79039 Lviv, Str. Shevchenka 70 apt.1 Lviv**

**August 2019
Procurement Nr. 503965**

IT- 2018-4-services-civil engineering

PART 1 – TENDERING PROCEDURES

Section I. Instructions to Consultants

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Section I. Instructions to Consultants

A. General Provisions

1. Scope of Proposals and Definitions

1.1 The Employer named in the **Data Sheet** intends to select a Consultant from those listed in the LOI, in accordance with the method of selection specified in the **Data Sheet**.

1.2 Throughout these Request for Proposal the following definitions apply:

- (a) “Affiliate(s)” means an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Employer’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Employer under a Contract. The terms “Consultant” and “Bidder” are used in this document interchangeably.
- (d) “Contract” means a legally binding written agreement signed between the Employer and the Consultant, which includes all the attached documents listed in its Clause 1 (the General Conditions (GC), the Special Conditions (SC), and the Appendices).
- (e) “**Data Sheet**” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement the provisions of the ITC. In case of conflict between the ITC and the **Data Sheet**, the **Data Sheet** shall prevail.
- (f) “Day” means a calendar day.
- (g) “Employer” means the contracting party that legally concludes the Contract for the Services with the selected Consultant notwithstanding the representation by KfW in case of an agency contract.
- (h) “Experts” means, collectively, Key Experts, other experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (i) “Government” means the government of the Employer’s country.
- (j) “Guidelines” means Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries available at www.kfw-entwicklungsbank.de.
- (k) “ITC” (Section 2 of this RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Employer for the performance of the Contract. The terms Joint Venture and Consortium can be used interchangeably.

- (m) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s **Proposal**.
- (n) “LOI” (Section 1 of this RFP) means the Letter of Invitation being sent by the Employer to the shortlisted Consultants.
- (o) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (p) “RFP” means the Request for Proposals to be prepared by the Employer for the selection of Consultants.
- (q) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (r) “Sub-consultant” means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Employer during the performance of the Contract.
- (s) “TOR” (Section VII of this RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment.

1.3 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

1.4 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is at the Consultants’ expense.

1.5 The Employer will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

2. Source of Funds, Responsibilities

2.1 The Employer as indicated in the **Data Sheet** has applied or received financing (hereinafter called “funds”) from KfW Development Bank (hereinafter called “KfW”) towards the cost of the project named in the **Data Sheet**. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) resulting from this procurement process.

2.2 The procurement process is the responsibility of the Employer. KfW shall verify that the procurement process is fair, transparent, economical, free of discrimination and according to the provisions in this document. KfW exercises its monitoring function on the basis of the contractual arrangements with the Employer and the Applicable Guidelines detailing the requirement for KfW’s approval and no objection. No contractual relationship between KfW and any third party shall be deemed to exist other than with the Employer.

3. Sanctionable Practice

3.1 KfW requires compliance with its policy in regard to Sanctionable Practice as defined and set forth in Section VI.

3.2 In further pursuance of this policy, Consultants 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. Eligible Consultants and Eligible Materials, Equipment, and Services

4.1 A Consultant may be a firm that is a private entity, a government-owned entity — subject to ITC 4.3 — or a combination of such entities in the form of a joint venture (“JV”) under an existing JV Agreement or with the intent to enter into such an agreement supported by a Letter of Intent to execute a JV Agreement, in accordance with ITC 11.2. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The Consultant shall nominate an authorized representative who shall have the authority to conduct all business for and on behalf of the Bidder and any and all its members, if the Consultant is a JV, during tendering and contract execution (in the event the Consultant is awarded the Contract). The authorization shall be in the form of a written power of attorney attached to the Technical Proposal. Unless specified in the **Data Sheet**, there is no limit on the number of members in a JV.

4.2 It is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the requirements of eligibility and conflict of interest as established hereunder.

4.3 KfW’s eligibility criteria to bid are described in Section V, Eligibility Criteria.

4.4 This tendering procedure is open only to prequalified Consultants.

4.5 A Consultant shall provide such evidence of eligibility satisfactory to the Employer, as specified in Clause 4.3 or as the Employer shall reasonably request.

4.6 The materials, equipment and services to be supplied under the Contract and financed by the KfW may have their origin in any country subject to the restrictions specified in Section V, Eligibility Criteria, and all expenditures under the Contract will not contravene such restrictions. At the Employer’s request, Consultants may be required to provide evidence of the origin of materials, equipment and services.

5. Conflict of Interest

5.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Employer’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

5.2 Bidders shall be disqualified if they:

- (a) are an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and has been fully resolved to the satisfaction of KfW;
- (b) have a business or a family relationship with a PEA’s staff involved in the tender 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;
- (c) are controlled by or do control another Bidder or are under common control with another Bidder, receive from or grant subsidies directly or indirectly to another Bidder, have the same legal representative as another Bidder, maintain direct or indirect contacts with another Bidder which allow them to have or give access to information contained in the respective applications, to influence them or

influence the decisions of the PEA;

- (d) are engaged in a services activity which, by its nature, may be in conflict with the assignment that they would carry out for the PEA;
- (e) were directly involved in drawing up the terms of reference or other relevant information for the tender process. This shall not apply to consultants who have produced preparatory studies for the project or who were involved in a preceding project phase, insofar as the information they prepared, especially feasibility studies, was made available to all Bidders and the preparation of the terms of reference was not part of the activity.
- (f) were during the last 12 months prior to publication of the tender process indirectly or directly linked to the project in question through employment as a staff member or advisor to the PEA, and are or were able in this connection to influence the award of contract.
- (g) are state-owned entities, which are not able to provide evidence that
 - (a) they are legally and financially autonomous and
 - (b) they do operate under commercial laws and regulations.

5.3 The Consultant has an obligation to disclose to the Employer any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Employer. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

6. Unfair Competitive Advantage

6.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question or have otherwise been involved in the preparation of this tender procedure. To that end the Employer shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultants any unfair competitive advantage over competing Consultants. Subject to aforementioned provision Consultants who have produced preparatory studies for the assignment or who were involved in the preceding phase may participate, except when they have prepared the Terms of Reference.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail.

7.2 A substantially responsive Proposal is one that conforms to the terms, conditions, and specifications of the RFP without material deviation or reservation which are likely to jeopardize the achievement of the objective of this assignment and which by their nature are beyond the pure technical evaluation as per ITC 21.1. A material deviation or reservation is one that:

- a) affects in any substantial way the scope, quality, or performance of the Services; or
- b) limits in any substantial way, inconsistent with the RFP, the Employer's rights or the Consultant's obligations under the Contract; or

- c) if rectified would unfairly affect the competitive position of other Consultants presenting substantially responsive Proposals.

Substantially non-responsive Proposals shall be rejected by the Employer.

- 8. Cost of Preparation of Proposal**
- 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Employer is not bound to accept any **Proposal**, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 9. Language**
- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Employer shall be written in the language(s) specified in the **Data Sheet**.
- 10. Documents Comprising the Proposal**
- 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 The Consultant shall include a Declaration of Undertaking in the format provided in Form TECH-2 (Section III).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section IV).
- 11. Only One Proposal, Sub-Consultants, Key Experts**
- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one **Proposal**, all such **Proposals** shall be rejected. Sub-consultants may participate in more than one Proposal unless ITC 11.2 applies and if not otherwise stipulated in the **Data Sheet**.
- 11.2 A Sub-consultant whose qualification was taken into account during the prequalification phase along with the one of a Consultant shall only participate in the Proposal of this Consultant. The latter shall integrate services from the respective Sub-Consultant into the Proposal as indicated in the prequalification.
- 11.3 Individuals¹ (regular staff or temporarily engaged freelance experts) shall not participate as Key Experts in more than one Proposal unless when circumstances justify and if stated in the **Data Sheet**.
- 12. Proposal Validity**
- 12.1 The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.2 A replacement of Key Experts in the initial Proposal validity period is acceptable only for duly justified reasons beyond the control of the Consultant (e.g. sickness or accident). The Consultant shall propose an alternative expert with an equal or better qualification. If the replacement Key Expert's qualification is not equal or better than the qualification of the initial candidate or the justification for replacement is unsubstantiated the Proposal shall be rejected.

¹ An individual (natural person) which is not part of the regular staff ("freelancer") but engaged temporarily as Key Expert for the relevant Contract shall not be considered as Sub-Consultant (subcontractor) in this context.

- Extension of Validity Period
- 12.3 The Employer will make its best effort to complete the evaluation within the **Proposal's** validity period. However, should the need arise, the Employer may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity period.
- 12.4 If the Consultant agrees to extend the validity period of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
- 12.5 The Consultant has the right to refuse to extend the validity period of its Proposal in which case such Proposal will not be further evaluated.
- Substitution of Key Experts at Validity Extension
- 12.6 If any of the Key Experts becomes unavailable during the extended validity period, the Consultant shall provide a written substitution request to the Employer.
- 12.7 The replacement Key Expert shall have equal or better qualifications than the Key Expert being replaced. If the Consultant fails to provide a replacement Key Expert with equal or better qualification, such a Proposal will be rejected.
- 12.8 Substitution requests shall not delay the evaluation process.
- Sub-Contracting
- 12.9 The Consultant shall not subcontract the whole of the Services to one or more Sub-Consultants.
- 13. Clarification and Amendment of RFP**
- 13.1 The Consultant may request a clarification of any part of the RFP until the deadline indicated in the **Data Sheet**. Any request for clarification must be sent in writing, or by standard electronic means, to the Employer's address indicated in the **Data Sheet**. The Employer will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants not later than ten (10) days prior to the deadline for the submission of Proposals. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 13.1.1 At any time before the **Proposal** submission deadline, the Employer may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them.
- 13.1.2 If the amendment is substantial, the Employer may extend the **Proposal** submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.
- 13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
- 14. Preparation of Proposals – Specific Considerations**
- 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
- 14.1.1 To establish that the Consultant continues to meet the eligibility and qualification criteria used at the time of prequalification, the Consultant shall submit the Form E/QUAL, as stipulated in the Section 3 – Technical Proposal Forms, and updated information on any assessed aspect that changed from that time.

- 14.1.2 If a shortlisted Consultant considers that associating with other Consultants in the form of a Joint Venture or as Sub-consultants may enhance its expertise for the assignment, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants with prior approval of the Employer, and only if sufficient competition continues to be guaranteed. Association with a non-shortlisted Consultant shall be subject to approval of the Employer. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be the Lead Consultant. If shortlisted Consultants associate with each other, any of them can be the Lead Consultant.
- 14.1.3 The Employer may indicate in the **Data Sheet** the estimated Key Experts' time-input or the Employer's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates.
- 14.1.4 If so required in the **Data Sheet**, the Consultant shall include in its Proposal at least the minimum time-input (in the same units) required from the Key Experts. If the Consultant includes a lower time input, the Employer shall adjust the respective Financial Proposal to make it comparable with the other Proposals in accordance with the method in the **Data Sheet**.
- 14.1.5 If the evaluation method as stipulated in the **Data Sheet** is not standard quality – cost based evaluation but fixed budget selection, the estimated time-input of the Key Experts shall not be disclosed, but the **Data Sheet** shall provide the total available budget for the assignment with an indication of whether taxes are included or are not included in this amount.
- 15. Technical Proposal Format and Content**
- 15.1 The Technical Proposal shall not include financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 15.2 The Consultant shall not propose Key Experts inconsistent with the Key Experts profiles described in the TOR (Section VII). Only one CV shall be submitted for each Key Expert position.
- 15.3 The Technical Proposal shall be prepared using the Standard Forms provided in Section III of this RFP.
- 16. Financial Proposal**
- 16.1 The Consultant shall submit a Financial Proposal based on the requirement as described in the TOR (Section VII) and taking into account the remuneration mode as specified in the **Data Sheet**. If a contract period is provided in the **Data Sheet** the Consultant shall assume this contract period in the preparation of the Financial Proposal. The Financial Proposal shall contain the information and be structured as detailed in Section IV.
- Price Adjustment 16.2 For assignments with a duration exceeding 24 months, a price adjustment provision for foreign and/or local inflation for remuneration rates shall apply in line with the provisions stated in the **Data Sheet**.
- Taxes 16.3 The Consultant, its Sub-consultants and Experts are responsible for meeting all tax liabilities and public duties in connection with the Contract according to Applicable Law in the Employer's country, unless they are exempted from such payments. The details of the applicable regime are indicated in the **Data Sheet**. In any case taxes, duties, levies and fees payable

by the Consultant, its Sub-consultants and Experts outside the Employer's country shall be considered to be included in the overhead fees..

Currency of Proposal	16.4 The Consultant may express the price for its Services in Euro unless otherwise stated in the Data Sheet . If indicated in the Data Sheet , the portion of the price representing local cost shall be stated in the national currency.
Currency of Payment and Payment Conditions	16.5 Payments under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal. 16.6 The Consultant shall calculate the Financial Proposal on the basis of the general payment conditions as per model Contract for consulting services attached under Section VIII if not otherwise stated in the Data Sheet .
Contributions by the Employer	16.7 The Consultant shall assume in the financial Proposal that the Employer shall make the following contributions: <ul style="list-style-type: none"> 16.7.1 provide the Consultant with all the information, documents, maps, aerial photographs, etc. in his possession and necessary for the completion of his services, free of charge, for the duration of the project; 16.7.2 ensure that the Consultant has all the necessary permits to obtain further documents, maps and aerial photographs; 16.7.3 support the Consultant in obtaining all the necessary working permits, residence permits and import licenses; 16.7.4 provide other contributions as stipulated in the Data Sheet.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). The submission can be done by mail (postal or courier service) or by hand.

17.2 The authorized representative of the Consultant according to ITC 4.1 shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal.

17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or shall be signed by the authorized representative according to ITC 4.1 who has a written power of attorney from each member signed by the member's authorized representative and attached to the Technical Proposal.

17.4 Any modifications, revisions, interlineations, erasures or overwriting shall be valid only if they are signed or initialized by the persons signing the Proposal.

17.5 The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies and recipients are indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "Technical Proposal", "[Name of the Assignment]", reference number, name and address of the Consultant, and with

a warning “Do Not Open until [insert the date and the time of the Technical Proposal submission deadline].”

17.7 Similarly, the original and all copies of the Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “Financial Proposal” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “Do Not Open With The Technical Proposal.”

17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]”.

17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Employer will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.10 The original of the Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received after the deadline shall be declared late and rejected, and promptly returned unopened. The timely receipt of the original of the Proposal at the address and date indicated in the **Data Sheet** is decisive for the timely submission of the Proposal.

17.11 The Consultant may be requested to send additional copies of the Proposal to other recipients as indicated in the **Data Sheet**. In this case the same requirements for envelopes and packages apply as for the original of the Proposal. The receipt of such copies shall not be decisive for the timely submission.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant shall not contact the Employer on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Contract is awarded.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Employer in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

19. Opening of Technical Proposals

19.1 The Employer’s evaluation committee shall proceed with the opening of the Proposals shortly after the submission deadline as indicated in the **Data Sheet** and establish and sign an opening protocol as per ITC 19.4.

19.2 The Employer’s evaluation committee shall be composed of at least three members unless otherwise detailed in the **Data Sheet**. One member of the Evaluation committee shall not be staff from the Employer’s administration or organisation. However, if a tender agent conducts the selection procedure on behalf of the Employer as indicated in the **Data Sheet** the opening of Proposals shall be done by the tender agent in presence of a witness and both shall sign the opening protocol as per ITC 19.4

19.3 The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with ITC 22.

19.4 At the opening of the Technical Proposals the following shall be recorded in the opening protocol: (i) the presence or absence of a signed Technical Proposal Submission Form (TECH-1) and the name and business address of the Consultant or, in case of a Joint Venture, the name and business address of the Joint Venture, the name and business address of the lead member and the names and business addresses of all members as stated in TECH-1; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) the presence or absence of the Declaration of Undertaking (TECH-2), (iv) any modifications to the Proposal submitted prior to the Proposal submission deadline; and (v) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 The evaluation of the Technical Proposals shall be conducted in conformity with the provisions below. The report shall include all clarifications with Consultants during the technical evaluation and be signed by all members of the Evaluation committee, pursuant to ITC 19.2.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted in accordance with ITC 12.6. While evaluating the Proposals, the Employer will conduct the evaluation only on the basis of the submitted Technical and Financial Proposals.

20.3 Services or items that the Consultant is required to offer as an option as per the TOR shall not be included in the technical and financial evaluation, unless otherwise explicitly stated in the **Data Sheet**.

20.4 Alternative offers will not be taken into consideration unless permitted in the **Data Sheet**.

21. Evaluation of Technical Proposals

21.1 The Employer shall evaluate the Technical Proposals on the basis of the criteria and point system set out in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75 % of the maximum score in accordance with ITC 22.1. If specified in the **Data Sheet** a minimum score may be applied not only to the overall technical score but also to the achievement of the ESHS minimum score.

21.2 For the purposes of scoring individual sub-criteria the following qualitative approach may be applied:

- a) 100% of the max. score: Excellent, no errors or omissions at all are noted. Exhaustive, conclusive, comprehensive, precise and further leading suggestion / idea / offering with respect to the sub-criterion.
- b) 75% of the max. score: Good, minimal errors or omissions noted. Exhaustive, conclusive, comprehensive and precise with respect to the sub-criterion.
- c) 50% of the max. score: Unsatisfactory, major errors or omissions noted not comprising the fulfilment of the sub-criterion, basically meets the requirement of the respective sub-criterion.
- d) 25% of the max. score: Poor, major errors or omissions are noted comprising the fulfilment of the sub-criterion, substantially deviates from or indicates misunderstanding of the requirement of the respective sub-criterion.
- e) 0 % of the max. score: Insufficient / Fail, does not meet the requirement of the respective sub-criterion at all or does not provide

any information regarding the requirement of the sub-criterion.

22. Opening and Evaluation of Financial Proposals

22.1 The Financial Proposals of those Consultants which have achieved the minimum score in accordance with ITC 21.1 shall be opened. The Financial Proposals of those Consultants below the minimum score shall not be opened and returned unopened after completing the selection process and Contract signing.

22.2 The opening of the Financial Proposals shall be done in accordance with ITC 19.2 and ITC 19.4.

23. Evaluation of Financial Proposals

23.1 The Financial Proposals shall be assessed using the total price after correcting any arithmetical errors.

Time Based contracts

23.2 If a Time-Based contract form is included in the RFP, the Employer's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the prices if they fail to reflect the duration of the contract in accordance with ITC 14.1.3, and (c) adjust the prices if they fail to reflect all inputs, which, in accordance with the RFP have to be indicated and priced separately, using the highest rates for the corresponding items indicated in the Financial Proposals of competing Bids, determined to be responsive in accordance with ITC 7.2. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Employer's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

Lump Sum contracts

23.3 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, therefore no price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

23.4 Notwithstanding the above, the offered price may be adjusted for reimbursable items to allow for comparison, but only for such items explicitly requested to be offered in the RFP. Reimbursable items will be either considered or not considered for all Bidders.

23.5 In case of a mixed contract containing parts with Lump Sum remuneration (i.e. for project design) and Time Based remuneration (i.e. project supervision) corrections to the respective parts of the Proposal shall be applied according to the applicable provisions in ITC 23.2 and ITC 23.3.

24. Taxes

24.1 The Employer's evaluation of the Consultant's Financial Proposal shall exclude customs and excise duties, taxes and levies in the Employer's country, directly attributable to the Contract, if not otherwise specified in the **Data Sheet**.

25. Conversion to Single Currency

25.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

- 26. Combined Evaluation of Technical and Financial Proposals**
- 26.1 The Proposal Score shall be calculated by weighting the Technical Score with 80% and the Financial Score with 20% and adding them as per the formula and instructions in the **Data Sheet**.
- 26.2 A final evaluation report shall be established by the Evaluation committee with the result of the combined evaluation and including the verification of the qualification as per ITC 27. The Consultant with the highest Proposal Score shall be declared the winner and invited for negotiations.
- 27. Qualification of the Consultant**
- 27.1 The Employer shall determine to its satisfaction whether the Consultant, whose Proposal has achieved the highest Proposal score in accordance with ITC 26.1 continues to meet the eligibility and qualifying criteria specified at the prequalification stage. The determination shall be based upon an examination of Form E/QUAL as provided in Section 3, Technical Proposal Forms.
- 27.2 An affirmative determination shall be a prerequisite for award of the Contract to the Consultant. A negative determination shall result in disqualification of the Proposal, in which event the Employer shall proceed to the Proposal, which has achieved the next-highest Proposal score to make a similar determination of that Consultant's eligibility and qualifications to perform satisfactorily.
- 28. Employer's Right to Reject All Proposals**
- 28.1 The Employer reserves the right to annul the bidding process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Consultants

D. Negotiations and Award

- 29. Negotiations**
- 29.1 The Employer shall conduct contract negotiations with the Consultant who has attained the highest Proposal Score in accordance with ITC 26.
- 29.2 The Employer shall prepare minutes of negotiations, which shall be signed by the Employer and the Consultant's authorized representative.
- Availability of Key Experts
- 29.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability shall result in the rejection of the Consultant's Proposal, in which case the Employer shall proceed to negotiate the Contract with the next-ranked Consultant.
- 29.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
- Technical Negotiations
- 29.5 The scope of the contract negotiations shall be limited to the following points:
- a) clarifying the work and the methods to be used, where necessary adjusting the staffing schedule;

b) clarifying any counterpart services to be provided by the Employer

Such negotiations shall be limited to items identified in the evaluation report and shall not be subject to material changes.

Financial
Negotiations

29.6 Fees and unit prices for incidental costs and for all services that were to be offered on a lump-sum basis pursuant to the invitation to tender are in principle not subject to negotiation, as they were already taken into account during the evaluation of the Financial Proposal.

29.7 All terms and conditions of the Contract, including the payment schedule, shall be strictly in accordance with the terms and conditions set out in the contract form provided in Section VIII. For the avoidance of doubt, the Contract terms and conditions shall not be subject to any material changes in the course of negotiations.

30. Conclusion of Negotiations

30.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Employer and the Consultant's authorized representative.

30.2 If the negotiations fail, the Employer shall inform the Consultant immediately in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Employer shall terminate the negotiations informing the Consultant of the reasons for doing so and invite the next-ranked Consultant to negotiate the Contract. Once the Employer commences negotiations with the next-ranked Consultant, the Employer shall not reopen the earlier negotiations.

31. Award of Contract, Information of Consultants

31.1 After completing the negotiations with the Consultant the Employer shall promptly inform all shortlisted Consultants on the outcome of the selection procedure. The information sent to the Consultants shall contain the name and the contract amount of the winning Consultant, the combined Proposal Score of the winner and the respective Consultant. Additional requirements for the publication of the results of the selection procedure are indicated in the **Data Sheet**, if any.

31.2 In case a Consultant requests additional information on the result of the evaluation in writing to the Employer, the Employer shall promptly provide a debriefing to the Consultant informing on the weaknesses of the Proposal in relation to the winning Consultant. No additional information shall be disclosed.

31.3 Subject to KfW's no-objection to the draft Contract the Employer shall sign the Contract. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

Section II. Data Sheet

A. General	
ITC Clause Reference	
1.1	<p>The name of the Employer is <i>AHT GROUP AG.</i> registered at 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)</p> <p>The method of selection is: the quality - cost based selection method attributing 70% weight to the Technical Proposal and 30 % to the Financial Proposal.</p>
1.2 (c)	<i>Ukraine</i>
1.3	The name of the assignment is the provision of Civil engineering services for detailed design, contracting and author supervision
1.4	A pre-proposal meeting will take place at 12:00 (GMT+3) on 12/12/2019 at SNPA office address: Shevchenka Str., 70, apt. 1, Lviv, 79039 Ukraine. The participation is not compulsory, the meeting is to inform about the overall and formal procedures of the tender to ensure submission of correct and complete proposals.
1.5	Not applicable
6.	Not applicable
B. Preparation of Proposals	
9.1	Proposals shall be accepted in the English language, which shall be the governing language of the Contract. All correspondence exchange shall be in English language.
10.1	<p>The Proposal shall submitted in two envelopes comprise the following documents:</p> <p>Technical Proposal Envelope:</p> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH-1 Technical Proposal Submission Form (3) TECH-2 Declaration of Undertaking (4) TECH-3 Comments or Suggestions on the TOR and Counterpart Staff (5) TECH-4 Description of the Approach, Methodology, and Work Plan (6) TECH-5 Work Schedule (7) TECH-6 Personnel Schedule (8) E/QUAL

	Financial Proposal Envelope: (1) FIN-1 Financial Proposal Submission Form (2) FIN-2 Financial Proposal – Cost Breakdown
11.1	Sub-consultants or the Consultant’s staff may not participate as Key Experts in more than one Proposal.
11.3	Individuals <i>may not</i> participate in more than one Proposal.
12.1	Proposals shall remain valid for 90 days after the proposal submission deadline.
13.1	The deadline for clarifications by Consultants is 10 days prior to the submission date as per Clause 17.9 Clarifications requests shall be addressed to: Shevchenka Str., 70, apt. 1, Lviv, 79039 Ukraine, e-mail: stefanyshyn@snpa.in.ua
14.1.3	Not applicable
14.1.4	Not applicable
14.1.5 and 26.1	Not applicable
16.1	The contract period shall be 3 (three) years. The Financial Proposal shall be calculated on the following assumptions: Package A consisting of: Construction and author supervision, support in tendering, transport costs, other logistics (indicated in the TOR under Items 7-8) will be remunerated on a lump sum basis and Package B consisting of: Sub-project design shall be calculated at a price per sq.m included in the Financial Proposal and remuneration of this item shall be remunerated at actual cost against proof of evidence (area of the designed objects).
16.2	Not applicable
16.3	The Consultant shall be exempt from the payment of VAT, or local indirect taxes in Ukraine. 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 Energy and Environmental Protection 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.

16.4	The Financial Proposal shall be stated in Euro The Financial Proposal shall not state local costs in the Employer's country currency.																																																				
16.6.4	Not applicable																																																				
C. Submission, Opening and Evaluation																																																					
17.4	The Consultant shall submit the Proposal as follows: (a) Technical Proposal: one (1) original and two (2) copies, each as hard copy; (b) Financial Proposal: one (1) original and two (2) copies, each as hard copy. The Consultants may be requested to dispatch the respective soft copy by email <u>after</u> opening of the respective hard copy.																																																				
17.9	The deadline for the submission of Proposals shall be 17:00 (GMT+3) on 10/01/2020 The original of the Proposal shall be submitted at the following address Shevchenka Str., 70, apt. 1, Lviv, 79039 Ukraine The following e-mail address and/or telephone or fax numbers are provided for courier purposes only: +380 032 2330423 stefanyshyn@snpa.in.ua																																																				
19.1	The opening of the Proposals will take place 11:00 (GMT+3) on 16/01/2020 at the address: Shevchenka Str., 70, apt. 1, Lviv, 79039 Ukraine																																																				
19.2	The Employer's evaluation committee is composed of SNPA Procurement Officer, SNPA expert (architect), MEEP representative																																																				
21.1	The technical evaluation shall be carried based on the following criteria and point system. No additional criteria or sub-criterion than those indicated in the RFP shall be used for the evaluation of the Technical Proposal. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">1.</td> <td style="width: 75%;">Concept and methodology</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;">35</td> </tr> <tr> <td>1.1</td> <td>Clarity and completeness of the tender</td> <td style="text-align: right;">5</td> <td></td> </tr> <tr> <td>1.2</td> <td>Critical analysis of the project objectives and the Terms of Reference (TOR)</td> <td style="text-align: right;">10</td> <td></td> </tr> <tr> <td>1.3</td> <td>Proposed concepts and methods</td> <td style="text-align: right;">20</td> <td></td> </tr> <tr> <td>2.</td> <td>Qualifications of proposed staff</td> <td></td> <td style="text-align: right;">65</td> </tr> <tr> <td>2.1.</td> <td>Team leader / project manager Post graduate education in engineering or architecture</td> <td></td> <td></td> </tr> <tr> <td></td> <td>> 4 years as TL/coordinator</td> <td style="text-align: right;">5</td> <td></td> </tr> <tr> <td></td> <td>> 15 years professional experience (engineering/ architecture, building design</td> <td style="text-align: right;">5</td> <td></td> </tr> <tr> <td></td> <td>> 8 years construction supervision</td> <td style="text-align: right;">5</td> <td></td> </tr> <tr> <td></td> <td>> 3 years ecological oriented construction</td> <td style="text-align: right;">5</td> <td></td> </tr> <tr> <td></td> <td>TOTAL</td> <td style="text-align: right;">20</td> <td></td> </tr> <tr> <td>2.2.</td> <td>Civil engineers / construction supervisors Post graduate education in engineering or related field</td> <td></td> <td></td> </tr> <tr> <td></td> <td>> 8 years professional experience (engineering/</td> <td style="text-align: right;">10</td> <td></td> </tr> </table>	1.	Concept and methodology		35	1.1	Clarity and completeness of the tender	5		1.2	Critical analysis of the project objectives and the Terms of Reference (TOR)	10		1.3	Proposed concepts and methods	20		2.	Qualifications of proposed staff		65	2.1.	Team leader / project manager Post graduate education in engineering or architecture				> 4 years as TL/coordinator	5			> 15 years professional experience (engineering/ architecture, building design	5			> 8 years construction supervision	5			> 3 years ecological oriented construction	5			TOTAL	20		2.2.	Civil engineers / construction supervisors Post graduate education in engineering or related field				> 8 years professional experience (engineering/	10	
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	architecture, building design		
	> 6 years construction supervision	9	
	> 2 years in context of nature protection	3	
	TOTAL	22	
2.3.	Pool of Subject matter specialists Post graduate education in engineering or related field		
	> 8 years professional experience (engineering/ architecture, building design)	5	
	> 8 years construction supervision	5	
	> 2 years ecological oriented construction	2	
	TOTAL	12	
2.4.	Designers Post graduate education in engineering, architecture or related field		
	3 years professional experience (engineering/ architecture, building design)	4	
	> 1.5 years ecological oriented construction	2	
	TOTAL	6	
2.3	Personnel in the home office who will monitor and control the team, and provide back-up services	5	
	Total (maximum) Proposals below the technical score of 75 % of the maximum score will be rejected/		100
25.1	Not applicable		
26.1	<p>The weights given to the Technical (T) and Financial (F) Proposals are: $W_T = 70 \%$, and $W_F = 30 \%$</p> <p>The Technical Score of the Proposal shall be calculated as follows: $P_T = W_T * T / T_o$, with W_T = weight given to the Technical Proposal, P_T = attributed score for Technical Proposal, T = Consultant's score in the technical evaluation, T_o = highest 'technical' score of all Consultants.</p> <p>The Financial Score of the Proposal shall be calculated as follows: $P_F = W_F * F_o / F$, with W_F = weight given to the Financial Proposal, P_F = attributed score for the Financial Proposal (points), F = Consultant's corrected price of the Financial Proposal, F_o = lowest corrected Financial Proposal.</p> <p>The Total Score of the Proposal shall be calculated as $P = P_F + P_T$.</p>		
	D. Negotiations and Award		
31.1.	Not applicable		
31.2.	The expected commencement date of the assignment is <i>02/03/2020</i>		

Section III. Technical Proposal – Standard Forms

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	<i>Page Limit</i>
Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members.	
TECH-1	Technical Proposal Submission Form. If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
TECH-2	Declaration of Undertaking	
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Employer.	
TECH-3A	A. On the Terms of Reference	
TECH-3B	B. On the Counterpart Staff and Facilities	
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
TECH-5	Work Schedule (Tasks and Activities Bar Chart)	
TECH-6	Personnel Schedule (Bar Chart) and attached Curriculum Vitae (CV)	
E/QUAL	Continued Eligibility and Qualification	

FORM TECH-1**TECHNICAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To: AHT GROUP AG, Shevchenka Str., 70, apt. 1, Lviv, 79039 Ukraine

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Civil engineering services for detailed design, contracting and author supervision in accordance with your Request for Proposals dated 10/09/2019 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

[If the Consultant is a joint venture, insert the following: "We are submitting our Proposal in a joint venture between: [Insert a list with full name and the legal address of each member, and indicate the lead member]. We have attached a copy [insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "the relevant information of the existing JV agreement"] signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture."

or

If the Consultant's Proposal includes Sub-consultants, insert the following: "We are submitting our Proposal with the following firms as Sub-consultants: [Insert a list with full name and address of each Sub-consultant.]"

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Employer.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) Except as stated in ITC 12, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 27.4 may lead to the termination of Contract negotiations.
- (e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 29.

We understand that the Employer is not bound to accept any Proposal that the Employer receives.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

FORM TECH-2

Declaration of Undertaking

Reference name of the Application/Offer/Contract: **IT- 2018-4-services-civil engineering**
 ("Contract")²

To: **AHT GROUP AG** ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")³ subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder 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*);
 - 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 such 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 applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;
 - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debar> or

² Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

³ The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder 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*); or

2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.

3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, 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 PEA's staff involved in the Tender 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 Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;

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 PEA;

3.5) in the case of procurement of Works, Plant or Goods:

i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;

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;

4. If we are a state-owned entity, and compete in a Tender 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 PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.

6. In the context of the Tender Process and performance of the corresponding Contract:

6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract 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 Organisation⁴ (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 or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of⁵: _____

Signature:

Dated:

⁴ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/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.

⁵ In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

FORM TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

A - On the Terms of Reference

[The Consultant is explicitly encouraged to present a detailed critical analysis and the Consultant's interpretation of the project's objectives and the TOR. This might encompass critical comments and doubts about the suitability, consistency and feasibility of individual aspects and the concept as a whole, if any. The methodology suggested must take constructive account of these.]

B - On Counterpart Staff and Facilities

Local Transport

The provider for civil engineering services will deliver his effort in direct contact to park localities and with the construction sites. It is assumed that construction activities can go on during eight months over twelve, i.e. from April to November.

The service provider will mobilize his own park of vehicles and driving services. He will be compensated at a unit rate of up to EUR 300 (three hundred Euros) per month for a total of 24 vehicle-months. This allocation shall appear in the financial proposal of the tenderer.

Office space

The provider for civil engineering services shall operate appropriate offices in the Carpathian region of Ukraine. The location of the office in the proximity of the Carpathians will be rated higher in the evaluation. It is assumed that the services for the SNPA Project can be operated through existing facilities. Office space in Protected Areas is provided by the respective park management.

Tendering

The service provider for civil engineering supports the SNPA Project in tendering the execution of works. An overall allocation of up to EUR 500 is to be made for each sub-project (EUR 3.500 in total) to allow funding for such activities. This allocation shall appear in the financial proposal of the tenderer.

Coordination

Preliminary and final design as well as author's supervision will call on coordination with local stakeholders of each sub-project. The service provider for civil engineering shall include in his technical proposal a concept for conduction coordination workshops or other venues ensuring sound ownership of the envisaged construction activities. An overall allocation of up to EUR 2.500 is to be made for each sub-project (EUR 17.500 in total) to allow funding for such activities. This amount is to be included in the financial proposal. Coordination events are to be approved beforehand by the SNPA Project management.

Reporting and electronic files

Reports are to be written in English using the computer programmes of the Microsoft Office family. Designs, drawings, electronic photos and other documentation prepared with CAD Programs must be convertible to the Microsoft Office program family. An overall allocation of up to EUR 7.000 for reports, drawings and documentation shall be included in the financial proposal.

FORM TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

[Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment. The texts and information should be compiled and presented in a way that is related to the project. Consultants shall refrain from long explanations in the style of a textbook. The presentation of diagrams, tables and graphics is preferred. Suggested structure of the Technical Proposal:

- a) *Technical Approach and Methodology*
- b) *Work Plan*
- c) *Organization and Staffing*
- d) *Back-up Services*
- e) *Quality Control and Management*
- f) *Logistics]*

- a) **Technical Approach and Methodology** *[Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. The Consultant is explicitly encouraged not to repeat the TOR in here but to show the suitability of his concept in regard to the TOR and his comments made on these.]*
- b) **Work Plan** *[Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.]*
- c) **Organization and Staffing** *[Please describe the structure and composition of your team, including the list of the Key Experts, other experts and relevant technical and administrative support staff. Responsibilities within the project team have to be defined. Please include an organisation chart showing the Consultant's internal organisation as well as the interactions with the Employer as well as with other stakeholders. The Consultant is encouraged to include junior staff in his team subject to available guidance within a team headed by senior professional staff and application of adequate rates. If certain tasks are not exclusively performed at site, the Consultant has to describe how the execution and co-operation between site and home office staff is assured.]*
- d) **Back-up Services** *[Please describe the envisaged backstopping by the home office for the team working locally on technical and administrative questions that could arise during project implementation as well as for the controlling and monitoring of the work.]*
- e) **Quality Control and Management** *[Please outline the procedures for quality control management of services (reports, documents, drawings), including those prepared by associates, sub-consultants and local partners, before submission to the Employer. Plain reference to ISO 9001 is not considered to be adequate.]*
- f) **Logistics** *[Please describe the planned logistics and facilities for the execution of the services.]*

FORM TECH-5 (INDICATIVE FORMAT)

WORK SCHEDULE (TASKS AND ACTIVITIES BAR CHART)

N°	Tasks ¹ (T-..)	Months ^{2 3}											TOTAL	
		1	2	3	4	5	6	7	8	9	n		
T-1	<i>[e.g., Task #1: Report A</i>													
	<i>1) data collection</i>													
	<i>2) drafting</i>													
	<i>3) inception report</i>													
	<i>4) incorporating comments</i>													
	<i>5)</i>													
	<i>6) delivery of final report to Employer]</i>													
T-2	<i>[e.g., Task #2:.....]</i>													
n														

- 1 List the tasks with the breakdown for activities, deliverables and other benchmarks such as the Employer's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.

FORM TECH-6 (INDICATIVE FORMAT) PERSONNEL SCHEDULE (BAR CHART)

N°	Name	Position		Months ^{1 2}												Total time-input ³ (in person-months)		
				1	2	3	4	5	6	7	8	9	n	Internat' I	National	Total	
KEY EXPERTS																		
K-1	[e.g., Mr/Mrs. A]	[e.g., Team Leader]	Home															
			Field															
K-2																		
K-3																		
n																		
														Subtotal:				
OTHER EXPERTS																		
E-1			[Home]															
			[Field]															
E-2																		
n																		
														Subtotal:				
														Total:				

1 Months are counted from the start of the assignment/mobilization.

2 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Employer's country or any other country outside the expert's country of residence.

3 The assignment of international and national staff shall be treated separately.



Full time input

Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

Position Title and No.	<i>[e.g., K-1, TEAM LEADER]</i>
Name of Expert:	<i>[Insert full name]</i>
Date of Birth:	<i>[day/month/year]</i>
Country of Citizenship/Residence	

Education: *[List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]*

Employment record relevant to the assignment: *[Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.]*

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
<i>[e.g., May 2005-present]</i>	<i>[e.g., Ministry of, advisor/consultant to... For references: Tel...../ e-mail.....; Mr/Mrs B, deputy minister]</i>		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
<i>[List all deliverables/tasks as in TECH- 5 in which the Expert will be involved]</i>	

FORM E/QUAL CONTINUED ELIGIBILITY AND QUALIFICATION

Name of Consultant
Name of the JV Member (if applicable)

[Insert one of the two options, as applicable:]

“We hereby certify that none of the information provided in our Application, demonstrating our ability to meet the eligibility and qualification requirements, has changed since the time of prequalification.”

or,

“We hereby certify that the information provided in our Application, demonstrating our ability to meet the eligibility and qualification requirements, has changed since the time of prequalification. The changes are provided in the attached form(s):”]

[Mark the form(s), containing changes in the eligibility and qualification information and attach the form(s) including the actual information and data to the Proposal.]

- Declaration on Conflict of Interest and of Submitting a Proposal
- Declaration of Association
- Financial Capacity Statement
- Project Experience
- List of Available Personnel and Human Resource Capacity

Section IV. Financial Proposal - Standard Forms

[Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section II.]

FIN-1 Financial Proposal - Submission Form

FIN-2 Financial Proposal - Cost Breakdown

FORM FIN-1 FINANCIAL PROPOSAL - SUBMISSION FORM

[Location, Date]

To: AHT GROUP AG , Shevchenka Str., 70, apt. 1, Lviv, 79039 Ukraine

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Civil engineering services for detailed design, contracting and author supervision in accordance with your Request for Proposals dated 10/09/2019 and our Technical Proposal.

Our attached Financial Proposal is for the amount of *[Indicate the corresponding to the amount(s) currency(ies)] [Insert amount(s) in words and figures], [Insert “excluding” as standard or “including”]* of all indirect local taxes in accordance with Clause 25.1 in the **Data Sheet**. The estimated amount of local indirect taxes is *[Insert currency] [Insert amount in words and figures]* which shall be confirmed or adjusted, if needed, during negotiations. *[Please note that all amounts shall be the same as in Form FIN-2].*

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the **Data Sheet**.

No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]:* _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

[For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached]

FORM FIN-2 FINANCIAL PROPOSAL – COST BREAKDOWN

Model for Financial Proposal – Overall Cost Breakdown

Basic Services

	Sum in EUR
Total Package A - Lump sum services w/o options Construction and author supervision, support in tendering, transport costs, other logistics <i>as per TOR</i>	
Total Package B – Time based services w/o options Sub-project design calculated at a price per m ² , total of 11200 m ² <i>as per TOR</i>	
Grand Total Package A & B - Lump sum and Time based	

Summary Overview

1 - Package A - Lump Sum Services (as per Data Sheet clause 16.1.and TOR)

No.	Position	Unit	Unit costs in EUR	Number of units	Amount in EUR
I.	Author supervision	LPS/Sub-project			
	Sub-total construction and author supervision				
II.	Support in tendering	LPS/Sub-project		7	0
	Sub-total tendering				
				7	0
III.	Transport costs				
	Running costs cars	Month		24	0
	Sub-total transport costs				
					0
IV.	Other logistics				
	Drawings and reports	LPS/Sub-project		7	0

	Workshops, seminars	LPS/Sub-project		7	0
	<i>Sub-total other logistics</i>				0
V.	Miscellaneous				
Total Package A - Lump Sum Services*					

*The cost overview presented for lump sum services shall only be used to demonstrate the basis for calculation of services and, if needed, for payments of possible additional services requested later. All items are remunerated on a lump-sum basis. The same applies for the lump sum services presented in the Detailed Cost Calculation below.

2 - Package B – Time Based Services - price per sq.m (as per Data Sheet clause 16.1.and TOR)

No.	Position	Unit	Unit costs	Number	Amount
			in EUR	of units	in EUR
VI.	Preliminary planning, Detailed design				
		sq.m		11200	
	<i>Sub-total planing and design</i>			11 200	
Total Package B – Time Based Services					

Explanation regarding the information contained in the Financial Proposal Form FIN 2

Important note: Each sub-item contained in items 1 to 4 shall be offered as lump-sum item specified in the respective unit according to the Detailed Cost Calculation sheet. In case of lump sum packages the rates presented here shall only be used to demonstrate the basis for calculation of services and, if needed, for payments of possible additional services. In case of time based packages the relevant lump sum unit rates shall be used for payments according to the actual quantities.

The Financial Proposal shall be structured as detailed in Form FIN 2 above and be calculated inclusive of all ancillary cost as detailed below.

Item 3 – Local Travel & Transport Cost

This item shall include:

- lease or rent of project vehicles or depreciation cost of vehicles owned by the Consultant as lump sum item per month of operation (for acquisition of vehicles under the project budget and the related procedures refer to item g) hereunder);
- running cost of own or leased/rented vehicles as a monthly lump sum item per car including gasoline, oil, tires and other consumables, all risk insurance, maintenance and repair costs as well as costs for driver;

Item 4 - Production of Reports

This item shall include reports and, if applicable any other documents to be produced/purchased in the frequency, number of copies and the format as specified in the TOR and include transport cost and distribution to the addresses as specified in the TOR. The cost of photo and video documentation of the project progress, whether specifically taken and used for the reports or not, shall be deemed included in the relevant lump sum item.

In case Miscellaneous Cost items are not specified explicitly in ITC 16.1 or the TOR the following applies:

The Consultant shall include in its Financial Proposal such items considered necessary for the fulfillment of the requirements of the TOR. In this case the respective cost will be reimbursed upon presentation of documentary evidence in the currency as occurred or in the project currency at the exchange rate of the invoice date. No handling charges will be accepted.

Section V. Eligibility Criteria

Eligibility in KfW-Financed Procurement

1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.
2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended 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 courts, have entered into receivership, or are in any analogous situation;
 - 2.2 have been
 - (a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - (b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;
 - 2.3 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;
 - 2.4 have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or the PEA's country;
 - 2.5 are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-debarred firms and individual available on the World Bank's website or any other multilateral development bank unless they provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or

- 2.6 have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant 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.

Section VI. KfW Policy – Sanctionable Practice – Social and Environmental Responsibility

1. Sanctionable Practice

The PEA and the Contractors (including all members of a Joint Venture and proposed or engaged Subcontractors) must observe the highest standard of ethics during the Tender Process and performance of the Contract.

By signing the Declaration of Undertaking the Contractors declare that (i) they did not and will not engage in any Sanctionable Practice likely to influence the Tender Process and the corresponding Award of Contract to the PEA's detriment, and that (ii) in case of being awarded a Contract they will not engage in any Sanctionable Practice.

Moreover, KfW requires to include in the Contracts a provision pursuant to which Contractors must permit KfW and in case of financing by the European Union also to European institutions having competence under European law to inspect the respective accounts, records and documents relating to the Tender Process and the performance of the 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 an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;
- (b) declare misprocurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA 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:

Coercive Practice	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.

- Fraudulent Practice** Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
- Obstructive Practice** Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.
- Sanctionable Practice** Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

2. Social and Environmental Responsibility

Projects financed in whole or partly in the framework of Financial Cooperation have to ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender based violence) Contractors in KfW-financed projects shall consequently undertake in the respective Contracts to:

- (a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation⁶ (ILO) and international environmental treaties and;
- (b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

PART 2 – TERMS OF REFERENCE

Section VII. Terms of Reference

Project: Support of Nature Protected Areas in the Ukraine”, BMZ No.:2011.6612.3 and 2013.6588.1

Title: “Civil engineering services for detailed design, contracting and author supervision”

Employer: AHT GROUP AG

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

Client / beneficiary: Ministry of Energy and Environmental Protection (MEEP)

Location: Carpathian Biosphere Reserve (CBR), National Nature Park “Synevyr” (NNP Synevyr), Nature Reserve “Gorgany” (NR Gorgany), Yavorivsky National Nature Park (NNP Yavorivsky).

1. Background

The objective of the SNPA- Project is to improve management and nature protection effectiveness of selected Protected Areas (PAs) in Ukraine as well as to increase or maintain at a high level the acceptance of PAs in local communities. The major project outputs are:

- Selected PAs have the necessary planning documents for their development;
- Selected PAs have the necessary infrastructure, equipment and personnel (according to the relevant planning documents);
- The local people around the selected PA accept the PA as well as the relevant regulations and restrictions and benefit from investments into socio-economic measures in the vicinity of Parks;
- The administration and management of the national PA system (MEEP) is strengthened through investments in selected areas.

The project is delivered within the framework of the German Financial Cooperation (FC), financed by the German Ministry of Economical Cooperation and Development (BMZ) through KfW Development Bank. The Ministry of Energy and Environmental Protection (MEEP) of Ukraine is responsible for the overall implementation and operation of the project. The project is delivered through an international consortium composed of AHT GROUP AG (lead), Danube-Carpathian Program of WWF International, Frankfurter Zoological Society and the Ukrainian Society for the Protection of Birds (USPB) acting as general contractor in the name of MEEP.

2. Description of construction activities

All selected PA need building projects, referred herein as sub-projects of different kinds, extents and levels of difficulty. These sub-projects range from simple renovations over complex extensions to complete new constructions.

In general, all construction projects rank in the category of medium furnished administration buildings / visitor’s centers / exhibition buildings / visitors accommodation.

For all sub-projects the principles of ecologic and nature friendly building technologies are essential in planning works and in implementation. Ecologic building is the key aspect for all planners and specialists involved and shall be represented in all designs and technical solutions. This refers as well to nature friendly building materials and construction methods, as to high energy efficient building concepts and innovative heating and energy supply systems. The energy efficiency standards of KfW must be considered as well.

In general, two different kind of building operations are distinguished, which apply to all sub-projects:

- Renovations
 - ✓ Energy efficient upgrading of the building shell (additional insulation, exchange of windows etc.)
 - ✓ Verification of resistance (in particular for sub-projects extending existing structures)
 - ✓ New central heating and other facility (e.g. electric) systems
 - ✓ Eventually change of interior layout (dismantle / build new walls, doors, technical facilities, heaters)
- Extensions and / or new constructions from foundation to finish.

The roughly estimated dimensions of the current sub-projects are given below (referred to Gross Floor Area - GFA):

Name of the sub-project	GFA Renovation m ²	GFA Extension m ²
NNP Yavorivskyi admin + visitor´s center	500	600
NR Gorgany admin building Nadvirna	850	530
NR Gorgany visitor´s center + ranger station	0	1.000
CBR admin + research center	3.750	2.350
NNP Synevir vistor´s center	880	0
NNP Synevir bear enclosure	300	0
NNP Synevir carpentry Kolochava	440	0
Total / full project	6.720	4.480

Further building and renovation sub-projects will be added at a later stage with four outstanding parks.

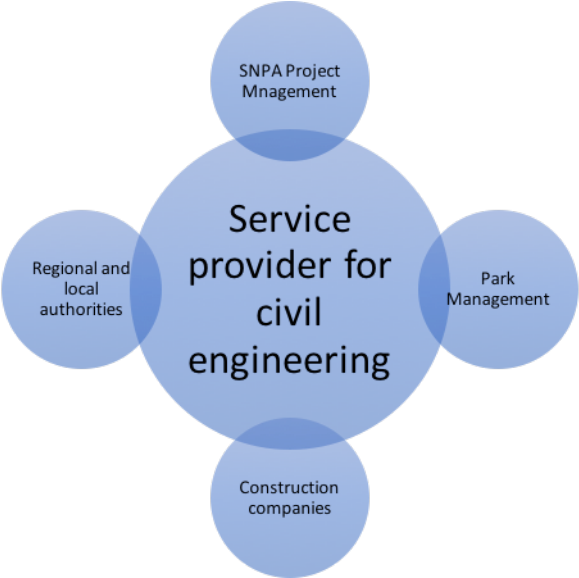
As the sub-projects have different owners, different clients / legal entities, located in different counties, they must be developed individually with separate authorization documentations. However, architectural principles, eco-technologies, materials and technical installations as well as work specifications might be elaborated in parallel giving them a common identity in line with the ecological orientation of the overall project.

3. Organization of construction activities

All sub-projects and their components will be developed in teamwork, i.e. in close cooperation between the AHT SNPA project team leader, AHT's international architect consultant, the service

provider for civil engineering (planning team) – who is subject to this ToR- as well as representatives from construction companies and from park management, as shown in the figure below.

Figure 1: Coordination between the civil engineering service provider and SNPA stakeholders



The park management is closely associated to all planning and implementation steps. The service provider for civil engineering has the key role of managing the communication and coordination lines between the planning team and all other stakeholders (local project administrators, regional and local authorities and others).

The total project has an estimated lifetime of 3 years. The services for civil engineering are needed for the full cycle of planning, construction, acceptance of works and documentation. However, the workload will differ during this period. During the first years of the assignment the service provider will concentrate on planning and support to contracting construction companies.

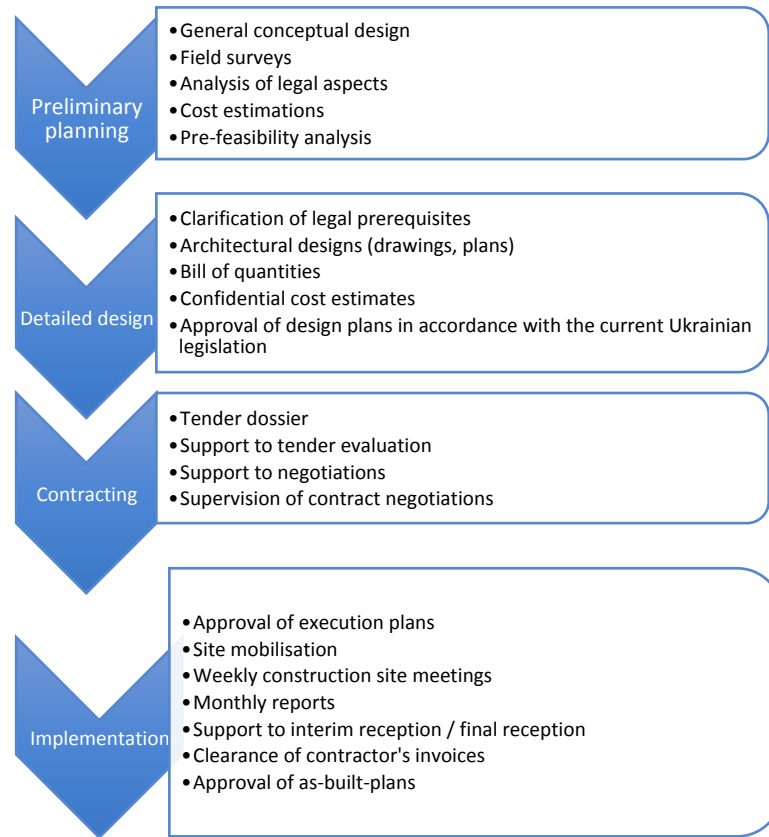
4. Scope of Work

The provider of civil engineering services shall ensure the successful planning and implementation of the construction activities financed by the SNPA project disposition fund. His intervention covers the entire life-cycle of sub-projects from preliminary planning to final reception as specified in the figure shown below. It must be assured that all project adhere to the legal and formal requirements and receive the necessary permits.

His task is also to ensure that principles of ecologic respectful construction and the mobilisation of renewable materials, other resources and energy are respected.

The services required in each planning and implementation step are presented in detail in this chapter.

Figure 2: Sub-Project implementation cycle



4.1. Preliminary planning

The SNPA Project has already developed concepts and draft designs for infrastructure required in the sub-projects, based on needs expressed by the park management and MEEP.

To complete preliminary planning, the service provider for civil engineering will carry out the following tasks:

- Discuss and take stock of the envisaged ecological concepts to fulfil the purposes of the sub-projects including room schedules and functions, principle layouts and interior designs;
- Fine-tune the ecological features of the sub-projects such as ecologically sustainable materials, locally available resources, renewable energy supply, heating, water supply, sewage, waste disposal, communication lines and other technical features;
- Survey and classification of locally available ecologic materials in addition to standard industrial materials;
- Conduct field surveys for the preparation of sub-projects, collect existing plans, survey existing buildings, take measurements, prepare photo-documentations, sketches and drawings of sites and envisaged structures in CAD;

- Develop preliminary designs (2D or 3D as appropriate) at scales appropriate for preliminary design for the renovation or extension of structures in CAD;
- Assist the planning team and the local administrations in obtaining the necessary documents for construction authorization (extract from land register, topographic plan, ...);
- Prepare preliminary bills of quantities, confidential unit cost and budget estimates;
- Elaborate sub-project descriptions required for tendering, specifying purpose, expected results, main activities, approach to ecological sound renovation or building extension and prepare appropriate maps, sketches and draft designs;
- Compile and document all steps, interim- and final results of preliminary sub-project planning.

4.2. Detailed design

The detailed design of sub-projects starts upon the approval of preliminary designs by the park management, MEEP and KfW. The service provider for civil engineering will carry out the following tasks:

- Prepare draft versions of 2D and 3D (as appropriate) detailed design plans and drawings including topographic maps;
- Coordinate draft detailed design plans with park management, local and regional authorities and seek their approval;
- Prepare final draft versions of architectural detailed design plans and drawings (2D, 3D, at scales as appropriate for detailed design), prepare corresponding bills of quantities and confidential unit cost and budget estimates;
- Present the sub-projects to the competent authorities;
- Approve design plans (sub-projects) in accordance with the current Ukrainian legislation

4.3. Tendering

The service provider for civil engineering supports the SNPA Project in tendering the execution of works. In this context, he carries out the following tasks:

- Support the SNPA Project in elaboration of tender documents according to the SNPA Project quality standards including KfW guidelines for the procurement of works;
- Support the elaboration of pre-qualification documents and to the establishment of selection criteria for contractors (if applicable);
- Contribute to tender evaluation – verify the technical compliance of proposals and of the coherence of financial proposals;
- Participate as observer in tender evaluation committee meetings and support the decision making of tender committees;
- Participate as resource person to contract negotiations, if required;

- Follow-up on contract registration and notification as required.

5. Deliverables

The provider for civil engineering services will deliver for each sub-project:

Preliminary planning and detailed design

- A technical note on the agreed architectural concept;
- A description (background, justification, type of intervention, location, level of effort, estimated budget) of each sub-project;
- A complete preliminary sub-project implementation plan;
- **Complete and detailed survey and design plans for each sub-project;**
- **Approved design plans (sub-projects) in accordance with the current Ukrainian legislation**
- A report on the legal requirements for sub-project implementation;

Tendering and contracting

- Complete detailed designs with confidential unit costs and budgets for further preparation of the tender dossier by SNPA procurement officer;
- Written observations on the quality of technical and financial proposals made by tenderers;

Construction (author) supervision

- Protocol of the kick-off meeting at sub-project start;
- Approval of execution plans;
- Report on site development, mobilisation and demobilisation;
- Short weekly reports with photo documentation on construction progress;
- Monthly reports on construction progress and protocols of on-site management meetings;
- Approval of as-built plans, of interim and final invoices;
- Approval or rejection as required to requests from contractors;
- Establishment of interim and final acceptance protocols;
- Maintenance of a complete and coherent electronic and physical archive facilitating easy access to information for any step of the construction process; transfer of this archive to the SNPA Project at contract end;
- Elaboration of a final report summarizing sub-project implementation, evaluating the experience and presenting recommendations for further construction activities eventually envisaged by the SNPA Project.

6. Sequence of activities

The provider of civil engineering services will intervene according to the following tentative and global time schedule:

Figure 3: Tentative calendar for the delivery of civil engineering services

Main activities	Calendar											
	Year 1				Year 2				Year 3			
	I	II	III	IV	I	II	III	IV	I	II	III	IV
Preliminary planning of sub-projects	■											
Detailed design of sub-projects		■										
Tendering of works for each sub-project			■									
Author's supervision					■							
Provisional reception					■							
Final reception									■			

7. Level of effort

7.1. Personnel and staff, qualification requirements

The provider of civil engineering services shall provide a team of experts covering the following technical competencies:

- Civil engineering / architect with emphasis on ecologically sound construction and statics incl. resistance calculations
- Mechanical and electrical engineering including photovoltaics and solar energy technology,
- Expertise in heating, water supply and drainage, sewage management,
- Fire protection,
- Topographical surveys,
- Interior design and exhibitions,
- Architectural designs and drawings, incl. detailed survey drawing of existing buildings

The profile of experts, the approximate level of effort and the main task per expert is specified in the figure shown below.

Figure 4: Expert profiles and level of approximate effort

No.	Position (key staff)	Profile	Main activities	Level of effort
1.	Senior Civil Engineer, Team Leader	National senior civil engineer, Master degree in civil engineering, > 15 year of relevant professional experience, at least three years of experience in ecologically oriented construction activities	Concept and approaches to sub-projects, quality management, team supervision, support to tendering, reporting, coordination with SNPA Management, Park Management and other stakeholders	6 person-months
2.	Two civil engineers / construction supervisors	National engineers, master degree in civil engineering, > 8 years of relevant professional experience, experience in works in the context of nature protection is an advantage	Contribution to concepts, surveys, preliminary and detailed designs, tender dossiers, building authorisations, author's supervision, reporting	48 person-months
3.	Pool of subject matter specialists	National engineers, master degree in civil engineering, > 8 years of relevant professional experience in their respective fields, experience in works in the context of nature protection is an advantage	Contribution to concepts, surveys, ecologically sound designs and solutions for sub-projects	15 person-months
4.	Designers	National engineers, master degree in civil engineering or related fields, > 3 years of relevant professional experience in their respective fields, experience in works in the context of nature protection is an advantage	Preliminary and detailed designs, drawings, sketches, maps and other documentation, contribution to reports	10 person-months
Total level of effort				79 person-months

The following general qualification criteria apply to all candidates:

- Proven competence and legal qualifications to perform complex construction projects and to obtain building authorizations;
- Permission/license for architectural activity
- License for supervision of implementation building or renovation projects
- License for author's supervision
- Proven competence and track record as general planner and coordinator for all technical engineers and experts;
- Proven experienced in all planning phases as well as in construction supervision;
- Good communication and team-working skills;
- Fluency in Ukrainian and in English (only for lead personal) in words and writing – all communication with the planning team will be in English;
- Willingness and ability to supervise also small-scale projects with attention and accuracy;
- Proven experience in innovative and traditional Ukrainian architecture, also traditional and modern wooden buildings and architecture;
- Proven experience in innovative, ecologically sound technical solutions;
- Valid driver's licenses for vehicles.

7.2. Other requirements

Local Transport

The provider for civil engineering services will deliver his effort in direct contact to park localities and with the construction sites. It is assumed that construction activities can go on during eight months over twelve, i.e. from April to November.

The service provider will mobilize his own park of vehicles. He will be compensated at a unit rate of up to EUR 300 (three hundred Euros) per month for a total of 24 vehicle-months. This allocation shall appear in the financial proposal of the tenderer.

One driver-administrator shall be available full-time. Her/his costs shall be quoted in the financial proposal. Other personnel and staff of the service provider will have to drive themselves for their field activities.

Office space

The provider for civil engineering services shall operate appropriate offices in the Carpathian region of Ukraine. The location of the office in the proximity of the Carpathians will be rated higher in the evaluation. It is assumed that the services for the SNPA Project can be operated through existing facilities. Office space in Protected Areas is provided by the respective park management.

Tendering

The service provider for civil engineering supports the SNPA Project in tendering the execution of works. An overall allocation of up to EUR 500 is to be made for each sub-project (EUR 3.500 in total) to allow funding for such events. This allocation shall appear in the financial proposal of the tenderer.

Coordination

Preliminary and final design as well as author's supervision will call on coordination with local stakeholders of each sub-project. The service provider for civil engineering shall include in his technical proposal a concept for conduction coordination workshops or other venues ensuring sound ownership of the envisaged construction activities. An overall allocation of up to EUR 2.500 is to be made for each sub-project (EUR 17.500 in total) to allow funding for such events. This amount is to be included in the financial proposal. Coordination events are to be approved beforehand by the SNPA Project Management.

Reporting and electronic files

Reports are to be written in English using the computer programmes of the Microsoft Office family. Designs, drawings, electronic photos and other documentation prepared with CAD Programs must be convertible to the Microsoft Office program family. An overall allocation of up to EUR 7.000 for reports, drawings and documentation shall be included in the financial proposal.

8. Budget

The tenderers shall make the following provisions in their financial proposal:

- Proposal of preliminary planning and detailed design based on the price per sq.m, The provisional amount of the design of total area is based on the roughly estimated dimensions of the current sub-projects of 11200 m²
- Proposal of costs for logistics and tendering as given in Chapter 7.2. These costs would be invoiced on the quarterly basis against proof of evidence based on the de facto executed activities.

PART 3 – CONTRACT FORM

Section VIII. Contract for Consulting Services

SERVICE CONTRACT # _____
ДОГОВІР ПРО НАДАННЯ ПОСЛУГ № _____

I. GENERAL CONDITIONS / ЗАГАЛЬНІ УМОВИ

Ukraine, city of Lviv " " 2019	Україна, м.Львів « » 2019 року
Reference Number: IT- 2018-4-services-civil engineering [Project "Support of Nature Protected Areas in Ukraine" BMZ Project Numbers: 2011.6612.3 and 2013.6588.1]	Посилання: IT- 2018-4-services-civil engineering [Project "Support of Nature Protected Areas in Ukraine" BMZ Project Numbers: 2011.6612.3 and 2013.6588.1]
<p>AHT Group AG, (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" and acts on behalf of Ministry of Energy and Environmental of Ukraine (MEEP) as „Third Authorised Party“ 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 Client 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 Service Provider, 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>АГТ ГРУП АГ (Німеччина, м. Ессен), надалі по тексту – "АНТ", що є акредитованим виконавцем проекту (програми) міжнародної технічної допомоги по проекту «Підтримка природно-заповідних територій в Україні» (ППЗТУ), і діє від імені Міністерства енергетики та захисту України (МЕЗД) як "Третя уповноважена сторона" для управління 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 – Замовник, 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 – Надавач послуг, в особі _____, який/яка діє на підставі _____, з іншої сторони, які надалі разом іменовані – Сторони, а кожен з них окремо – Сторона,</p>
concluded this Service contract (hereinafter referred as Contract) as follows:	уклали цей Договір про надання послуг (надалі – Договір) про наступне:
<p style="text-align: center;">1. SUBJECT AND ELEMENTS OF THE CONTRACT</p> <p>1.1 Under the terms of this Contract the Service Provider, accepting the obligation to provide to the Client the Services (hereinafter</p>	<p style="text-align: center;">1. ПРЕДМЕТ ТА СКЛАДОВІ ДОГОВОРУ</p> <p>1.1 Відповідно до умов цього Договору Надавач послуг приймає на себе зобов'язання надати Замовнику послуги (надалі по тексту – Послуги) з метою їх споживання АГТ Груп АГ, а</p>

<p>referred to as Services) for further consumption by AHT Group AG, and the Client agree to accept and promptly pay for the services provided by the Service Provider in full.</p> <p>1.2 The list of services, their volume, the requirements for the provision of the Services, date of execution of Service are determined by the Parties in the Specifications (Special conditions), hereinafter "Specifications", given in Annex 1 to this Contract , which is integral part of this contract and complies with the Service Provider's offer dated _____,</p> <p>The signed Declaration of Undertaking is Annex 2 to this Contract and is its integral part.</p> <p>The Terms of Reference is Annex 3 to this Contract and is its integral part.</p> <p>The Service Provider's Technical proposal dated _____ is Annex 4 to the Contract and is its integral part.</p> <p>the Service Provider's Statement of costs cost dated _____ is Annex 5 to the Contract and is its integral part.</p> <p>Contract Award: Letter of Acceptance is Annex 6 to the Contract and is its integral part.</p> <p>1.3 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"> - the Contract (General conditions) with Annex 1 (Specification); - Declaration of Undertaking (Annex 2); - the Terms of Reference (Annex 3) - the Technical Proposal dated _____ (Annex 4) - the Statement of Costs dated _____ (Annex 5) - Contract Award: Letter of Acceptance (Annex 6). <p>1.4 The KfW Guidelines for the Commissioning of Consultants in Financial Cooperation with Partner Countries (available at www.kfw-entwicklungsbank.de under "Procurement") form an integral part of the Contract.</p>	<p>Замовник зобов'язується прийняти і своєчасно сплатити за надані Надавачем послуг Послуги в повному обсязі.</p> <p>1.2 Перелік Послуг, їх обсяг, вимоги до надання Послуг, строки надання Послуг визначаються Сторонами у Специфікації (Особливі умови), тут і надалі "Специфікація", що є Додатком №1 до цього Договору та його невід'ємною частиною, та відповідають пропозиції Надавача послуг від _____.</p> <p>Підписана Декларація про зобов'язання є Додатком №2 до цього Договору та його невід'ємною частиною.</p> <p>Технічне Завдання є Додатком №3 до цього Договору та його невід'ємною частиною.</p> <p>Технічна пропозиція Надавача послуг від _____ року є Додатком №4 до цього Договору та його невід'ємною частиною.</p> <p>Звіт про витрати Надавача послуг від _____ року є Додатком №5 до цього Договору та його невід'ємною частиною.</p> <p>Присудження контракту: Лист про Акцепт є Додатком 6 до цього Договору та його невід'ємною частиною.</p> <p>1.3 Наступні документи повинні формувати, читатися і тлумачитися в рамках цього Договору в наступному порядку перевагування:</p> <ul style="list-style-type: none"> - Договір (Загальні умови) з Додатком 1 (Специфікація); - Декларація про зобов'язання (Додаток 2); - Технічна Специфікація (Додаток 3) - Технічна пропозиція від _____ року (Додаток 4) - Звіт про витрати від _____ року (Додаток 5) - Присудження контракту: Лист про Акцепт (Додаток 6) <p>1.4 Керівні принципи KfW щодо залучення консультантів з фінансового співробітництва з країнами-партнерами (доступні на веб-сайті www.kfw-entwicklungsbank.de у розділі "Закупівлі") є невід'ємною частиною цього договору.</p>
<p style="text-align: center;">2. OBLIGATIONS OF THE PARTIES</p> <p>2.1. The Service Provider shall:</p> <p>2.1.1. Provide in a timely manner the execution of the Services, described in the Specifications (Annex 1 to the Contract) and in the ToR (Annex 2 to the Contract).</p>	<p style="text-align: center;">2. ЗОБОВ'ЯЗАННЯ СТОРІН</p> <p>2.1. Надавач послуг зобов'язується:</p> <p>2.1.1. Своєчасно та якісно надавати Послуги, визначені у Специфікації (Додаток №1 до Договору) та Технічному завданні (Додаток №2 до Договору).</p>

2.1.2. Communicate to the Client any information received that may be useful for the Client under the conditions of this Contract.

2.1.3. Within 3 (three) working days after receiving a request in writing or by e-mail inform the Client of all details and progress of the execution of the Services.

2.1.4. Provide the Services in full and fulfill orders in accordance with the instructions of the Client according to the conditions of this Contract and to the rules of applicable Ukrainian legislation. The Service Provider shall act deliberately, rationally and solely in the interest of the Client. The Service Provider shall be entitled to deviate from the instructions made by the Client solely on their written consent.

2.1.5. Deliver the executed Services to the Client in co-signing the Acceptance Report documenting the handover-takeover of provided Services as prescribed in section 6 hereof.

2.1.6. In case of failure to provide the Services under this Contract, immediately notify the Client to decide on the modification or termination of the Contract.

2.1.7 The Service Provider shall ensure that its staff, its subcontractors and any person for which the Service Provider is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the Client has given its express written consent on a specific insurance company.

2.1.8. Do not disclose confidential information of the Client obtained during the execution of this Contract.

2.1.9. Perform any other actions necessary for efficient and proper performance of its obligations under this Contract.

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.

2.2. The Service Provider has the right to:

2.2.1. Request from the Client to accept Services provided in good quality and on time according to the Acceptance Report documenting the handover-takeover of provided services and carry out timely payment for the provided Services.

2.2.2. Propose to the Client contract modifications in the form of addenda.

2.1.2. Доводити до відома Замовника будь-які отримані ним відомості, які можуть бути корисними для Замовника при виконання умов даного Договору.

2.1.3. Впродовж 3 (трьох) робочих днів після отримання запиту письмово або по електронній пошті інформувати Замовника про усї подробиці та про хід надання Послуг.

2.1.4. Надавати Послуги та виконувати доручення відповідно до вказівок Замовника, керуючись інтересами Замовника та Отримувача послуг і умовами цього Договору, а також нормами чинного українського законодавства. Надавач послуг зобов'язується діяти обдуманно, раціонально і виключно в інтересах Замовника. Надавач послуг має право відступити від вказівок Замовника виключно по їх письмовому погодженню.

2.1.5. Передавати надані Послуги Замовнику по підписаних Актах передачі-приймання наданих послуг в порядку, передбаченому розділом 6 цього Договору.

2.1.6. У випадку неможливості надання Послуг згідно даного Договору негайно повідомити про це Замовника для прийняття останнім рішення про зміну або припинення Договору.

2.1.7. Надавач послуг повинен гарантувати, що його співробітники, субпідрядники та будь-яка особа якій Надавач послуг є підзвітний, адекватно застраховані страховими компаніями визнаних на міжнародному страховому ринку, якщо Замовник не дав письмової згоди навикористання послуг конкретної страхової компанії.

2.1.8. Не розголошувати конфіденційну інформацію Замовника, отриману при виконанні умов даного Договору.

2.1.9. Вчиняти інші дії, необхідні для якісного та належного виконання своїх зобов'язань за цим Договором.

2.1.10. Виконувати належним чином інші зобов'язання, передбачені цим Договором, Цивільним і Господарським кодексами України, іншими актами законодавства.

2.2. Надавач послуг має право:

2.2.1. Вимагати від Замовника прийняття своєчасно та якісно наданих Послуг по Актах передачі-приймання наданих послуг та проведення своєчасної оплати за надані Послуги.

2.2.2. Пропонувати Замовнику вносити зміни до Договору у Додаткових угодах до цього Договору.

<p>2.3. Client shall:</p> <p>2.3.1. Timely accept the services in compliance with the ToR (Annex 2) and establish the Acceptance Report on the handover-takeover of the provided Services, according to the terms given in Section 6 of this Contract.</p> <p>2.3.2. Carry out payment for the provided Services in the manner and terms stipulated by Sections 3 and 4 of this Contract.</p> <p>2.3.3. Do not disclose confidential information of the Service Provider 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 Service Provider.</p> <p>2.4. The Client has the right to:</p> <p>2.4.1. Request from the Service Provider timely delivery of all Services indicated in the Specifications (Annex 1 to this Contract) and the ToR (Annex 2 to this Contract).</p> <p>2.4.2. Monitor the progress of service delivery and obtain from the Service Provider reliable and correct information about the progress of the execution of the Contract.</p> <p>2.4.3. Request information and written reports on fulfillment by the Service Provider of contractual obligations under the Contract.</p> <p>2.4.4. Provide instructions to the Service Provider related to the execution of Services.</p> <p>2.4.5. Request from the Service Provider proper implementation of its obligations under this Contract.</p> <p>2.5. Obligations of the Parties:</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>2.3. Замовник зобов'язується:</p> <p>2.3.1. Своєчасно прийняти якісно надані Послуги згідно з Технічним завданням (Додаток 2) по Актах передачі-приймання наданих послуг в порядку, передбаченому в розділі 6 даного Договору.</p> <p>2.3.2. Провести оплату за надані Послуги у порядку та строки, передбачені розділами 3, 4 цього Договору.</p> <p>2.3.3. Не розголошувати конфіденційну інформацію Надавача послуг, 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 Надавачем послуг.</p> <p>2.4. Замовник має право:</p> <p>2.4.1. Вимагати від Надавача послуг своєчасного та якісного надання Послуг, що визначені в Специфікації (Додаток №1 до даного Договору) та Технічному завданні (Додаток №2 до даного Договору).</p> <p>2.4.2. Здійснювати контроль за ходом надання Послуг, передбачених цим Договором, одержувати від Надавача послуг відомості про хід виконання дій, які стосуються предмета Договору.</p> <p>2.4.3. Вимагати надання інформації та письмових звітів про виконання Надавачем послуг договірних зобов'язань у відповідності до умов Договору.</p> <p>2.4.4. Надавати Надавачу послуг вказівки щодо надання Послуг.</p> <p>2.4.5. Вимагати від Надавача послуг належного виконання останнім своїх зобов'язань, передбачених цим Договором.</p> <p>2.5. Зобов'язання Сторін:</p> <p>2.5.1. 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>3. CONTRACT VALUE</p>	<p>3. ВАРТІСТЬ ДОГОВОРУ</p>

3.1 The total value of the Contract (price of the Services) is _____ (_____) EURO excluding VAT. The cost of the Services under this Contract is determined by the Parties according to the Specifications (Annex 1 to the Contract) based on the results of the tendering process/request for proposal for the procurement of Services.

3.2 The cost of the Services, agreed by the Parties in the Specification (Annex 1 to the Contract) is fixed and is not subject to any adjustment for the duration of this Contract, including the currency fluctuations or the actual costs incurred by the Service Provider in the performance of the Contract.

3.3 The Client pursuant to registration of the project (program) №3450-1 dated 23.03.2018 issued by the Ministry of Economic Development 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.

3.1 Загальна сума Договору (Ціна Послуг) складає _____ (_____) Євро без ПДВ. Вартість Послуг за цим Договором визначається Сторонами згідно Специфікації (Додаток №1 до Договору) за результатами тендерного процесу/ запиту пропозиції на закупівлю Послуг.

3.2 Вартість Послуг, 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 Надавач послуг у зв'язку з виконанням цього Договору.

3.3 Замовник згідно із Реєстраційною картою проекту (програми) №3450-1, виданою 23.03.2018 року Міністерством економічного розвитку і торгівлі України, звільняється від усіх податків, митних зборів та стягнень на території України, а тому Ціна Послуг визначається без ПДВ. У випадку, якщо Надавач послуг є платником ПДВ, Замовник зобов'язаний надати Надавачу послуг відповідний документ від Міністерства економічного розвитку і торгівлі України для відшкодування Надавачем послуг суми ПДВ.

4. PAYMENT

4.1 Payment for the provided Services is carried out by the Client in the national currency of Ukraine by bank transfer from the Client's bank account to the Service Provider's bank account. Payment for the provided Services is carried out by the Client in Euro by bank transfer of the amount of the provided services free of VAT from Client's bank account to the Service provider'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 provided services without VAT from the account of KfW (Frankfurt) to the Service Provider's bank account.

4.2 The Service Provider will be responsible for all commissions, expenses and other charges imposed by the Client's bank as well as other charges imposed by the Service provider's bank.

4.3 The terms of payment for the provided Services are indicated by the Parties in the Specification (Annex 1 to the Contract).

4.4 Payment for the provided Services is done by the Client based on the invoice, signed

4. ПОРЯДОК РОЗРАХУНКІВ

4.1 Оплата за надані Послуги здійснюється Замовником в Євро у безготівковій формі шляхом перерахування суми вартості поставленого Товару без ПДВ з банківського рахунку Замовника на банківський рахунок Надавача послуг. 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 Надавача послуг.

4.2 Надавач послуг несе відповідальність за всі комісійні, витрати та інші збори, що стягуються банком Замовника та всі комісійні витрати та інші збори, що стягуються банком Надавача послуг.

4.3 Строки проведення розрахунку за надані Послуги узгоджуються Сторонами у Специфікації (Додаток №1 до Договору).

4.4 Оплата вартості Послуг здійснюється Замовником на підставі рахунку-фактури, підписаного Надавачем послуг та скріпленого печаткою Надавача послуг, який направляється Замовнику електронною поштою, а один оригінал

<p>and sealed by the Service Provider, and sent to the Client by e-mail, and one original invoice with two copies, sent by courier.</p> <p>4.5 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>4.6 The date of payment for the provided Services is considered the date of receipt of the transfer to the Service Provider's account.</p> <p>4.7 Any Party may at any time have 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 verification of mutual settlements and signing of the Acts of mutual reconciliation.</p> <p>4.8 Expenses for the remuneration of employees or third parties involved by the Service Provider to provide Services, the costs of communication services and other costs associated with the performance of duties under this Contract are included in the cost of services and are not separately reimbursed by the Client to the Service Provider.</p>	<p>та дві копії рахунку-фактури направляється кур'єром або поштою.</p> <p>4.5 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>4.6 Датою оплати за надані Послуги є дата надходження грошових коштів на банківський рахунок Надавача послуг.</p> <p>4.7 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>4.8 Витрати на виплату винагороди працівниками або третім особам, які залучаються Надавачем послуг для надання Послуг, витрати на оплату послуг зв'язку та інші витрати, пов'язані з виконанням обов'язків, передбачених цим Договором, включаються у вартість Послуг і окремо Замовником Надавачу послуг не відшкодовуються.</p>
<p>5. IMPLEMENTATION OF THE TASKS AND DELAYS</p> <p>5.1 The start date for implementation is indicated in Specification (Annex 1 to this Contract).</p> <p>5.2 The Service Provider delivers reports and other products according to the schedule given in Annex 1.</p>	<p>5. ВИКОНАННЯ ЗАВДАНЬ І ЗАТРИМКИ</p> <p>5.1 Дата початку надання послуг вказується в Специфікації (Додаток 1 до цього Договору).</p> <p>5.2 Надавач послуг надає звіти та інші продукти відповідно до графіку поданого в Додатку 1.</p>
<p>6. ACCEPTANCE OF SERVICES</p> <p>6.1 The Client shall, within 45 days of receipt of the report, notify the Service Provider of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments within the Terms of Reference requirements. If the Client does not give any comments on the documents or reports within the time limit, the Service Provider may request written acceptance of them. The documents or reports shall in any case be deemed to have been approved by the Client if the Client does not expressly inform the Service Provider of any comments within 45 days of the receipt of the documents or reports.</p>	<p>6. ПОРЯДОК ПЕРЕДАЧІ-ПРИЙМАННЯ ПОСЛУГ</p> <p>6.1. Замовник зобов'язаний протягом 45 днів з моменту отримання звіту повідомити Надавача послуг про своє рішення щодо документів або звітів, отриманих ним із зазначенням причин, чому даний звіт чи документ підлягає відхиленню, або запросити внести в нього зміни в межах Технічного Завдання. Якщо Замовник не дає ніяких коментарів щодо поданих документів або звітів протягом визначених термінів, Надавач послуг може вимагати їх письмове затвердження. Документи або звіти в будь-якому випадку будуть вважатися схваленими Замовником, якщо Замовник прямо не інформує Виконавця про будь-які коментарі протягом 45 днів з моменту отримання документів або звітів.</p>

6.2 The acceptance of provided Services is based on the Acceptance Report which are based on the acceptance of the reports by the SNPA Communication Officer and the reception committee. The results of the inspection of the Services are fixed in the Reception Protocol issued by this committee.

6.3 The Service Provider writes the draft Acceptance Report and sends it to the Client in two copies, indicating the performance of its obligations under this Contract. This report shall contain a detailed list and volume of provided Services and their cost. The Client reviews the Acceptance Report within 10 (ten) working days after their receipt, taking into account paragraph 6.2. where applicable. In the absence of motivated objections the Client signs the Acceptance Report and returns one signed copy to the Service Provider.

6.4 Objections to the Acceptance Report have to be issued in writing by the Client within 10 working days.

6.5 In the case of motivated objections to the Acceptance Report, the Service Provider eliminates reasonable imperfections and issues a new Acceptance Report to which the Client has to react within 10 working days after reception (signature or new objection). The Client has the right to execute the foregoing procedure no more than four times during the duration of the contract.

7. AUDIT AND INSPECTIONS

7.1. 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.

7.2. The Service Provider acknowledges and agrees that at any time the Client may check any aspect of this Contract provided that such

6.2 Прийняття наданих Послуг відбувається на підставі Актів передачі- приймання наданих послуг, які оформляються за результатами погодження звітів Експертом з комунікацій та зв'язків з громадськістю та Приймальною комісією. Результати огляду Приймальної комісії оформляються Протоколом прийняття Послуг складеним цією комісією.

6.3. На підтвердження надання послуг, передбачених цим Договором, Надавач послуг надає Замовникові в двох екземплярах попередній варіант Акту передачі-приймання наданих послуг, що свідчать про виконання своїх зобов'язань за цим Договором. Зазначені акти мають містити детальний перелік та обсяг наданих Послуг, їх вартість. Замовник розглядає отримані від Надавача послуг Акти передачі-приймання наданих послуг упродовж 10 (десяти) робочих днів з моменту їх отримання, враховуючи п.6.2. Договору, де він підлягає застосуванню. За відсутності мотивованих заперечень зобов'язується підписати їх і повернути один підписаний екземпляр такого акту Надавачу послуг.

6.4. Зауваження щодо Акту передачі-приймання наданих послуг надаються Замовником протягом 10 робочих днів в письмовій формі.

6.5. У разі наявності мотивованих заперечень до Акту передачі-приймання наданих послуг, Надавач послуг усуває обгрунтовані недоліки, оформляє новий Акт передачі-приймання наданих послуг на який Замовник повинен надати відповідь протягом 10 днів після отримання (підписати чи надати нові заперечення). Замовник має право застосовувати таку процедуру не більше, ніж чотири рази протягом тривалості Договору.

7. АУДИТ ТА ПЕРЕВІРКИ

7.1 Кожний платіж, оплачений Замовником згідно умов даного Договору, стає предметом аудиту, який виконується внутрішніми чи зовнішніми аудиторами Замовника або авторизованими агентами Замовника. Аудит може здійснюватися в будь-який час протягом всього терміну дії цього Договору та протягом 3 (трьох) наступних років після припинення (дострокового розірвання) Договору.

7.2 Надавач послуг визнає та погоджується, що у будь-який час Замовник може провести перевірку, яка стосується будь-якого

<p>inspection does not block the workflow of Service Provider. The Client 's right to access any document related to this contract and conduct inspections on the Service Provider's obligations is not lost after the termination of this Contract for a duration of 3 (three) years.</p> <p>7.3. The Service Provider 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 Service Provider 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 Service Provider 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>аспекту цього Договору, за умови, що така перевірка не блокуватиме робочі процеси Надавача послуг. Права Замовника до доступу до будь-яких документів пов'язаних з виконанням цього Договору, проведення перевірок та зобов'язання Надавача послуг дозволяти такі перевірки не втрачається після припинення цього Договору протягом 3-х (трьох) років.</p> <p>7.3 Надавач послуг 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 Надавача послуг давати доступ до своїх працівників, технічної та банківської документації відповідно до цілей перевірки, та гарантувати Замовнику доступ до приміщень Надавача послуг. Надавач послуг зобов'язується вимагати від своїх агентів, включаючи але не обмежуючись, адвокатів, бухгалтерів та інших радників Надавача послуг належної співпраці із Замовником та його агентами під час будь-яких перевірок чи аудитів платежів за даним Договором, які проводить Замовник.</p>
<p style="text-align: center;">8. ANTI-TERRORISM</p> <p>8.1 The Service Provider 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 http://www.un.org).</p>	<p style="text-align: center;">8. АНТИТЕРОРИЗМ</p> <p>8.1. Надавач послуг погоджується вживати всіх можливих заходів щодо надання Замовнику інформації про те, що кошти, які він отримав від Замовника 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 Замовником на рахунок Надавача послуг як оплату за надані Послуги, 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 http://www.un.org).</p>
<p style="text-align: center;">9. ENVIRONMENTAL, SOCIAL AND HEALTH & SAFETY COMPLIANCE</p> <p>9.1 The Client, who acts on behalf of MEEP, at all times carries out its business and operations in compliance with all applicable national environmental, occupational health & safety and social laws and regulations and comply with the Fundamental Conventions of the International Labour Organization (ILO).</p> <p>9.2 The Client ensures that Project implementation is consistent with the general and</p>	<p style="text-align: center;">9. ВІДПОВІДНІСТЬ ДО НОРМ ОХОРОНИ НАВКОЛИШНЬОГО СЕРЕДОВИЩА, СОЦІАЛЬНІЙ БЕЗПЕЦІ ТА БЕЗПЕЦІ ЗДОРОВ'Я</p> <p>9.1 Замовник, який діє від імені МЕПР, 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>9.2 Замовник гарантує, що реалізація</p>

<p>relevant World Bank Group sector-specific Environmental Health and Safety Guidelines.</p> <p>9.3 The Client ensures 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>9.4 The Client implements 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>Проекту узгоджується з загальними та відповідними Керівними принципами охорони навколишнього середовища та охорони здоров'я Групи Світового банку.</p> <p>9.3 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>9.4 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 style="text-align: center;">10. USE OF PARTIES' PERSONAL DATA</p> <p>10.1 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 style="text-align: center;">10. ВИКОРИСТАННЯ ПЕРСОНАЛЬНИХ ДАНИХ СТОРІН</p> <p>10.1 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 style="text-align: center;">11. VALIDITY OF THIS CONTRACT. ORDER OF AMENDING THE CONTRACT</p> <p>11.1 The Contract shall come into force upon signature by the authorized representative of the Parties and sealed by the Parties and is valid until "__" December ____, but in any case until the Parties fulfil all their obligations under this Contract.</p> <p>11.2 This Contract may be terminated in the following cases:</p> <p>11.2.1 By mutual consent of the Parties, according to which the Parties sign an agreement for Contract termination.</p> <p>11.2.2 On the initiative of the Client in cases of missed deadlines. In such cases, the Client may send a written request to the Service Provider 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</p>	<p style="text-align: center;">11. ТЕРМІН ДІЇ ЦЬОГО ДОГОВОРУ. ПОРЯДОК ВНЕСЕННЯ ЗМІН ДО ДОГОВОРУ</p> <p>11.1 Договір набирає чинності з моменту підписання його уповноваженими представниками Сторін та скріплення печатками Сторін та діє до «__» грудня__ року, але в будь-якому випадку до повного виконання Сторонами своїх зобов'язань по цьому Договору.</p> <p>11.2 Дія даного Договору може бути достроково припинена в наступних випадках:</p> <p>11.2.1 За взаємною згодою Сторін, про що Сторонами укладається договір про припинення даного Договору.</p> <p>11.2.2 За ініціативою Замовника у разі прострочення Надавачем послуг своїх зобов'язань за цим Договором щодо надання Послуг понад 30 (тридцять) днів шляхом письмового повідомлення Надавача послуг про дострокове припинення (розірвання дії) Договору. У цьому випадку, у разі відмови Замовника від Договору, цей Договір є розірваним з моменту одержання Надавачем послуг повідомлення Замовника про відмову від Договору. Повідомлення про відмову від Договору</p>

<p>delivered against receipt, or sent by the Client to the Service Provider by registered mail with return receipt. This mail is considered received by the Service Provider on the 5th day after expedition to the Service Provider's address. This includes the rejection by the Service Provider to accept the notification at the post office or not appearing at the post office to receive mail. In such case the Payment for the delivered Services is not refundable.</p> <p>11.3 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 service provider at the latest 30 calendar days before contract expiry. Addenda requested by the Client may not alter the scope of service or the contact value.</p> <p>For any addendum, the non-objection of KfW must be obtained.</p> <p>11.4 The terms of this Contract shall not apply to liabilities that arose between the Parties prior to the signing of this Contract.</p>	<p>вручається вручно, направляється кур'єром або направляється Замовником Надавачу послуг цінним листом з повідомленням про вручення та з описом вкладення та в останньому випадку вважається отриманим Надавачем послуг з урахуванням поштового обігу на 5-й день після направлення його Замовником на адресу Надавача послуг, в тому числі, вважається отриманим у разі ухилення (відмови) Надавача послуг від отримання зазначеного повідомлення у відділенні поштового зв'язку чи не з'явлення у відділення поштового зв'язку для отримання повідомлень. У такому випадку плата за надані послуги не повертається.</p> <p>11.3 Зміни, що вносяться, оформляються в письмовій формі в Додаткових угодах до Договору які набувають 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 Надавачем послуг не пізніше ніж за 30 календарних днів до закінчення терміну дії Договору. Додаткові угоди на запит Замовника не можуть змінювати обсяги послуг чи вартість Договору. Для укладення будь-якої додаткової угоди KfW повинно надати своє не заперечення</p> <p>11.4 Умови цього Договору не поширюються на зобов'язання, що виникли між Сторонами до підписання цього Договору.</p>
<p>12. LIABILITY OF THE PARTIES</p> <p>12.1 For failure and / or improper execution of this Contract the Parties bear responsibility according to the current legislation of Ukraine.</p> <p>12.2 In case of failure and / or improper fulfilment of the obligations specified in this Contract the guilty Party shall compensate the other Party all losses associated with the failure or improper performance of obligations.</p> <p>12.3 Delays of contractual deadlines for which the Service provider bears responsibility trigger a penalty of 0.1% of the value of undelivered services for each working day until the full proper performance is reached. However, the maximum penalty does not exceed 10% of the total amount of the Contract indicated in Article 3.1.</p>	<p>12. ВІДПОВІДАЛЬНІСТЬ СТОРІН</p> <p>12.1 За невиконання та/або неналежне виконання умов цього Договору Сторони несуть відповідальність згідно чинного законодавства України.</p> <p>12.2 У випадку невиконання та/або неналежного виконання зобов'язань, що передбачені цим Договором винна Сторона зобов'язана відшкодувати іншій Стороні всі пов'язані з таким невиконанням чи неналежним виконанням зобов'язань збитки.</p> <p>12.3 За порушення строків надання Послуг за які Надавач послуг несе відповідальність, Надавач послуг оплачує Замовнику неустойку у розмірі 0,1% від вартості несвоєчасно наданих Послуг за кожний день такого протермінування до повного належного виконання своїх зобов'язань. При цьому, максимальний розмір неустойки, яка може бути нарахована Надавачем послуг не може</p>

<p>12.4 In case the Client is responsible for payment delays beyond the limits set out in this contract, the Service Provider is entitled to receive from the Client the conventional penalty at a rate of 0,1 % of the cost of the delayed payment per every day of delay, however, no more than 10 % of the cost of of the total amount of the Contract indicated in Article 3.1.</p> <p>12.5 Damages and payment of penalties do not exempt the guilty party from performing its obligations under this Contract.</p> <p>12.6 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>12.7 The Service Provider shall be liable to the Client for verifiably culpable breaches of its contractual obligations, particularly breaches of Paragraph 2. It is likewise liable for its subcontractors to the same extent. Liability for consequential damage is excluded. Furthermore, the liability of the Service Provider shall be limited to the Order Value. The limitation of liability stated in the two preceding sentences shall not apply for premeditation and gross negligence.</p> <p>12.8 The Client shall be liable to the Service Provider for verifiably culpable breaches of its contractual obligations, particularly breaches of Paragraph 2. Liability for consequential damage is limited to premeditation and gross negligence. Liability for injury to life, limb or health shall remain unaffected.</p>	<p>перевищувати 10% від загальної суми Договору, вказаної в п.3.1. Договору.</p> <p>12.4 У разі порушення Замовником строку оплати за надані Послуги , Надавач послуг може вимагати від Замовника виплатити 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>12.5 Відшкодування збитків та сплата неустойки (пені, штрафу) не звільняє винну Сторону від виконання своїх зобов'язань за даним Договором.</p> <p>12.6 Жодна сторона цього Договору не несе відповідальності перед іншою стороною за будь-які непрямі збитки та врачену вигоду із-за положень цього Договору або за будь-які непрямі збитки чи врачену вигоду, що виникли внаслідок будь-якого діяння чи невиконання цього Договору, навіть якщо ця сторона була поінформована або передбачила можливість такого збитку.</p> <p>12.7 Надавач послуг несе відповідальність перед Замовником за винні порушення своїх договірних зобов'язань, що можуть бути доведені, зокрема за порушення пункту 2. Він також несе відповідальність за своїх субпідрядників у тій же мірі. Відповідальність за заподіяну шкоду не виключається. Крім того, відповідальність Надавача послуг обмежується вартістю Замовлення. Обмеження відповідальності, зазначене у двох попередніх реченнях, не поширюється на умисні дії та грубу необережність.</p> <p>12.8 Замовник несе відповідальність перед Надавачем послуг за винні порушення своїх договірних зобов'язань, що можуть бути доведені, зокрема за порушення пункту 2. Відповідальність за непрямі збитки обмежується завданою шкодою умисного характеру та грубою необережністю. Відповідальність за тілесні ушкодження, кінцівки чи здоров'я залишається незмінною.</p>
<p>13. INSURANCE</p> <p>13.1 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>13. СТРАХУВАННЯ</p> <p>13.1. 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>13.2 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 MEEP 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.</p>	<p>13.2. 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 МЕРП 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 style="text-align: center;">14. KfW REIMBURSEMENT</p> <p>14.1 Any reimbursements, guarantee or similar claimable payments and any insurance payments shall be made for account of the MEEP 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 style="text-align: center;">14. ВІДШКОДУВАННЯ KfW</p> <p>14.1. Будь-які компенсації, гарантії чи подібні сплачені платежі та будь-які страхові виплати здійснюються в ім'я МЕРП 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 style="text-align: center;">15. FORCE MAJEURE</p> <p>15.1 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>15.2 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</p>	<p style="text-align: center;">15. ФОРС-МАЖОР</p> <p>15.1 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 обох Сторін.</p> <p>15.2 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</p>

circumstances of social life (war, military operations, blockade, public disorder, terrorism, 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

15.3 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.

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.

15.4 Evidence of force majeure and duration of action are the relevant supporting documents issued by the Chamber of Commerce.

15.5 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.

15.6 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.

антропогенного походження (вибухи, пожежі, поломки машин і обладнання, масові епідемії тощо), обставини суспільного життя (війна, воєнні дії, блокада, порушення громадського порядку, терористичні акти, масові страйки та локауті, 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.

15.3 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.

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.

15.4 Доказом виникнення форс-мажорних обставин та тривалості їх дії є відповідні підтверджуючі документи, видані Торгово-промисловою палатою.

15.5 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.

15.6 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 style="text-align: center;">16. DISPUTE RESOLUTION</p> <p>16.1 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>16.2 Where the Parties do not reach agreement by negotiation, the dispute is submitted to the Commercial Court in the prescribed law jurisdiction.</p> <p>16.3 The governing Law for Contracts concluded under National tenders is the material and procedural law of Ukraine.</p> <p>16.4 The governing law for contracts concluded under international tenders is the German law covering commercial relationships with the jurisdiction of the courts of Essen, Germany.</p>	<p style="text-align: center;">16. ВИРІШЕННЯ СПОРІВ</p> <p>16.1 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>16.2 У випадку, коли Сторони не досягнуть згоди шляхом переговорів, спір передається на розгляд в господарський суд за встановленою законодавством підсудністю.</p> <p>16.3 Правом, що регулює Договори укладені за результатами національних тендерів є матеріальне та процесуальне право України.</p> <p>16.4 Правом, що регулює Договори за результатами міжнародних тендерів є право Німеччини що регулює комерційні відносини з юрисдикцією суду у м. Ессен, Німеччина України для Договорів укладених.</p>
<p style="text-align: center;">17. GUARANTEES AND CONFIRMATION</p> <p>17.1 The Parties shall ensure and confirm that they are not under circumstances that forced them to enter into this Contract on unfavorable terms; they are not limited to the right to enter into transactions not recognized in the prescribed manner incapacitated in whole or in part; the present Contract is not influenced by error, fraud, violence, severe circumstances, contracting the interests of the Parties in the present Contract is in accordance with this will, without any use of physical or psychological pressure, the will is free, informed and consistent with their inner will, all contract terms are clear to them and do not cause any questions; they still understand the meaning and conditions of this Contract and its legal implications, terms of the Contract are clear and correspond to a real understanding of the Parties; this Contract does not conceal another transaction, is not fictitious and is coming into force with the intention of creating the appropriate legal consequences for the Parties that are stipulated herein.</p> <p>17.2 The Parties confirm that the conclusion and implementation of this Contract, including the fulfillment of the obligations of the Parties would not violate the requirements of current legislation of Ukraine and the rights and interests of third parties protected by law.</p> <p>17.3 While concluding this Contract both parties acknowledge that there is no fraud or</p>	<p style="text-align: center;">17. ГАРАНТІЇ ТА ПІДТВЕРДЖЕННЯ</p> <p>17.1 Сторони гарантують і підтверджують, що в них відсутні обставини, які примусили їх укласти цей Договір на невигідних умовах; вони не обмежені в праві укладати правочини, не визнані у встановленому порядку недієздатними повністю або частково; даний Договір укладається не під впливом помилки, обману, насильства, тяжкої обставини, укладення Договору відповідає інтересам Сторін, даний Договір укладається у відповідності зі справжньою волею, без будь-якого застосування фізичного чи психічного тиску, волевиявлення є вільним, усвідомленим і відповідає їх внутрішній волі, всі умови Договору є для них зрозумілими і не викликають будь-яких запитань; вони однаково розуміють значення і умови цього Договору та його правові наслідки, умови Договору зрозумілі і відповідають реальній домовленості Сторін; даний Договір не приховує іншого правочину, не носить характеру фіктивного та удаваного правочину та вчиняється з наміром створення відповідних правових наслідків для Сторін, які обумовлені у ньому.</p> <p>17.2 Сторони засвідчують, що укладення та виконання даного Договору, в тому числі, виконання покладених на Сторін зобов'язань не буде порушувати вимоги чинного законодавства України, а також права та інтереси третіх осіб, що охороняються законом.</p> <p>17.3 При укладенні Договору Сторони визнають, що був відсутній будь-який обман чи інше приховування фактів.</p>

concealment of facts.	
<p style="text-align: center;">18. OTHER CONDITIONS</p> <p>18.1 The Parties may not transfer their rights and obligations arising from this Contract to others.</p> <p>18.2 After the conclusion of the Contract all previous negotiations and correspondence regarding this Contract are void.</p> <p>18.3 In cases not covered by the Contract, the Parties are governed by the laws of Ukraine.</p> <p>18.4 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>18.5 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 19 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>18.6 This Contract issued on __ pages in Ukrainian and English 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>18.7 Annexes and integral part of this</p>	<p style="text-align: center;">18. ІНШІ УМОВИ</p> <p>18.1 Сторони не мають права передавати свої права і обов'язки, що випливають із цього Договору, іншим особам.</p> <p>18.2 Після укладення Договору всі попередні переговори та переписка по ньому втрачають юридичну силу.</p> <p>18.3 У випадках, не передбачених Договором, Сторони керуються чинним законодавством України.</p> <p>18.4 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>18.5 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 19 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>18.6 Цей Договір складено на __ аркушах 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> <p>18.7 Додатками та невід'ємною частиною</p>

<p>Contract are:</p> <ul style="list-style-type: none"> - Annex №1 - Specification; - Annex №2 - Declaration of Undertaking - Annex №3 –Terms of Reference; - Annex №4 – Service Provider’s Technical Proposal dated _____ (together with Annexes on _____ pages.) - Annex №5 - Service Provider’s Statement of Costs dated _____ - Annex № 6 Contract Award: Letter of Acceptance <p>18.8 The Contract is valid from the moment 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>цього Договору є:</p> <ul style="list-style-type: none"> - Додаток №1 – Специфікація; - Додаток №2 – Декларація про зобов’язання - Додаток №3 – Технічна Специфікація; - Додаток №4 Технічна пропозиція Надавача послуг від _____ року (разом з додатками на _____ арк.) - Додаток №5 Звіт про витрати Надавача послуг від _____ року - Додаток №6 Присудження контракту: Лист про Акцепт <p>18.8 Договір вступає в силу з моменту його підписання обома сторонами та діє до _____, і залишається в силі до повного виконання сторонами своїх зобов’язань. Цей договір набирає чинності лише після отримання не-заперечення від KfW щодо контракту, що становить більше 100 000 євро.</p>
<p align="center">19. LEGAL ADDRESSES, DETAILS AND SIGNATURES OF THE PARTIES</p> <p>CLIENT: AHT Group AG Registered at the address in Ukraine: 79039 Lviv, Str. Shevchenka 70/1 Phone: +380322330423 Account № 26004000029062 JSC “UKREXIMBANK”, affiliated branch in Lviv city MFO 322313, e-mail: info@snpa.in.ua</p> <p>Authorized representative</p> <p>_____ / Michael Brombacher М.П.</p>	<p align="center">19. ЮРИДИЧНІ АДРЕСИ, РЕКВІЗИТИ ТА ПІДПИСИ СТОРІН</p> <p>ЗАМОВНИК : АГТ ГРУП АГ (AHT GROUP AG) Місцезнаходження в Україні: 79039, м. Львів, вул. Шевченка, 70/1 Tel. +380322330423 Рахунок № 26004000029062 в філії АТ “УКРЕКСІМБАНК” у м. Львові МФО 322313 електронна пошта: info@snpa.in.ua</p> <p>Уповноважений представник</p> <p>_____ / Міхаель Бромбахер М.П.</p>
<p>SERVICE PROVIDER: Address: _____ _____</p> <p>Reg. Number _____ Account № _____ in _____ E-mail: _____</p> <p>_____ / _____ / М.П.</p>	<p>НАДАВАЧ ПОСЛУГ :</p> <p>Місцезнаходження: _____ _____</p> <p>ЄДРПОУ _____ Рахунок № _____ в _____ електронна пошта: _____</p> <p>_____ / _____ / М.П.</p>

II. SPECIFICATION (SPECIAL CONDITIONS) / СПЕЦИФІКАЦІЯ (ОСОБЛИВІ УМОВИ)

Annex №1/ Додаток №1

to the Service Contract / до Договору про надання послуг №__ від/dated «__» ____2019

Ukraine, city of Lviv
Україна, м.Львів

«__» ____2019

Description of Services:

To complete **preliminary planning**, the service provider for civil engineering will carry out the following tasks:

- Discuss and take stock of the envisaged ecological concepts to fulfil the purposes of the sub-projects including room schedules and functions, principle layouts and interior designs;
- Fine-tune the ecological features of the sub-projects such as ecologically sustainable materials, locally available resources, renewable energy supply, heating, water supply, sewage, waste disposal, communication lines and other technical features;
- Survey and classification of locally available ecologic materials in addition to standard industrial materials;
- Conduct field surveys for the preparation of sub-projects, collect existing plans, survey existing buildings, take measurements, prepare photo-documentations, sketches and drawings of sites and envisaged structures in CAD;
- Develop preliminary designs (2D or 3D as appropriate) at scales appropriate for preliminary design for the renovation or extension of structures in CAD;
- Assist the planning team and the local administrations in obtaining the necessary documents for construction authorization (extract from land register, topographic plan, etc);
- Prepare preliminary bills of quantities, confidential unit cost and budget estimates;
- Elaborate sub-project descriptions required for tendering, specifying purpose, expected results, main activities, approach to ecological sound renovation or building extension and prepare appropriate maps, sketches and draft designs;
- Compile and document all steps, interim- and final results of preliminary sub-project planning.

For detailed design:

- Prepare draft versions of 2D and 3D (as appropriate) detailed design plans and drawings including topographic maps;
- Coordinate draft detailed design plans with park management, local and regional authorities and seek

Перелік Послуг:

Для завершення **попереднього планування**, Надавач послуг з цивільного будівництва виконає наступні завдання:

- обговорить та підсумує передбачені екологічні концепції для виконання цілей субпроектів, включаючи функції приміщень, принципів схеми та внутрішні плани;
- оптимізує екологічні особливості субпроектів, таких як екологічно стійкі матеріали, наявні в країні ресурси, відновлюване джерело енергії, опалення, водопостачання, каналізація, утилізація відходів, лінії зв'язку та інші технічні характеристики;
- Огляне та класифікує наявність на місці екологічних матеріалів додатково до стандартних промислових матеріалів;
- проведе польові обстеження для підготовки підпроектів, збору існуючих планів, існуючих будівель, проведе вимірювань, підготовку фотодокументів, ескізів та креслень сайтів та передбачених структур в ПТ;
- Розробить попередні проекти (2D або 3D відповідно), придатних для попереднього проектування для відновлення або розширення конструкцій в ПТ;
- Допоможе у отриманні необхідних документів на дозвіл на будівництво (виписка з земельного реєстру, топографічний план, тощо);
- Підготує попередні розрахунки кількості, конфіденційну вартість одиниці та бюджетні кошториси;
- Розробить опис підпроектів, необхідних для участі у тендері, із зазначенням мети, очікуваних результатів, основних видів діяльності, підходу до оновлення екологічного звуку або розширення будівлі та підготовки відповідних карт, ескізів та проектів проектів;
- Підготує та задокументує всі етапи, проміжні та кінцеві результати попереднього планування підпроекту.

Для проектування:

- Підготує проекти версій 2D та 3D (за необхідності) докладних планів проектування та креслень, включаючи топографічні карти;

<p>their approval;</p> <ul style="list-style-type: none"> • Prepare final draft versions of architectural detailed design plans and drawings (2D, 3D, at scales as appropriate for detailed design), prepare corresponding bills of quantities and confidential unit cost and budget estimates; • Present the sub-projects to the competent authorities; • Approve design plans (sub-projects) in accordance with the current Ukrainian legislation <p>For tendering:</p> <ul style="list-style-type: none"> • Support the SNPA Project in elaboration of tender documents according to the SNPA Project quality standards including KfW guidelines for the procurement of works; • Support the elaboration of pre-qualification documents and to the establishment of selection criteria for contractors (if applicable); • Contribute to tender evaluation – verify the technical compliance of proposals and of the coherence of financial proposals; • Participate as observer in tender evaluation committee meetings and support the decision making of tender committees; • Participate as resource person to contract negotiations, if required; • Follow-up on contract registration and notification as required. 	<ul style="list-style-type: none"> • Координує проект детальних планів проектування з керівництвом парків, місцевими та регіональними органами влади та досягне їх схвалення; • Підготує остаточні проекти версій архітектурних деталізованих планів та креслень (2D, 3D, у масштабах, придатних для детального проектування), підготує детальні проекти з кількостями та конфіденційну вартість одиниці та бюджетні кошториси; • Представить підпроекти компетентним органам; • Затвердить проектні плани (підпроекти) відповідно до чинного законодавства України <p>Для тендерного процесу:</p> <ul style="list-style-type: none"> • Підтримає проект SNPA при розробці тендерної документації відповідно до стандартів якості Проекту SNPA, включаючи Керівні принципи KfW для закупівлі робіт; • Підтримає розробку документів про попередню кваліфікацію та встановлення критеріїв відбору для підрядників (у разі необхідності); • сприятиме оцінюванню тендеру - перевірить технічну відповідність пропозицій та узгодженість фінансових пропозицій; • Візьме участь у якості спостерігача на засіданнях тендерної комісії та підтримає прийняття рішень тендерних комітетів; • Прийматиме участь як компетентна сторона для проведення переговорів, якщо це необхідно; • сприятиме подальшим заходам щодо реєстрації контрактів та повідомлень у разі необхідності.
<p>Total value of the Services is _____ (_____) UAH excluding VAT</p> <p>The invoiced price for Services will not include VAT or any other taxes due to the AHT GROUP AG exemption from all taxes, customs duties and charges based on the Registration Card of the Project No. 3450-1 was issued by the Ministry of Economic Development and Trade of Ukraine on 23.03.2018</p>	<p>Загальна вартість Послуг становить _____ (_____) гривень без ПДВ</p> <p>Заявлена вартість послуг не включає ПДВ та інші податки, оскільки АГТ Груп АГ звільнена від сплати податків, мит та зборів на підставі реєстраційної картки проекту № 3450-1, виданої Міністерством економічного розвитку та торгівлі України 23.03.2018</p>
<p>Start date of Providing Service: up to 30 days after the signing of the contract</p>	<p>Дата початку надання послуг: до 30 днів після дати підписання договору</p>
<p>Reporting schedule: Each report after presentation of executed services of each sub-project Final report after the presentation of executed services of the final sub-project</p>	<p>Графік подання звітів: Кожен Звіт за підсумками виконаних робіт по кожному під-проекту Кінцевий звіт за підсумками виконаних робіт по останньому під-проекту</p>
<p>Delivery deadline of the Services: till _____</p>	<p>Строк надання Послуг: до _____</p>
<p>Terms of payment: The payment for Package A, calculated as a lump sum, will be done on the quarterly basis against</p>	<p>Строки проведення розрахунків: Оплата за Пакет А, розрахована як фіксована одноразова сума, буде здійснюватися</p>

<p>proof of evidence based on the de facto executed activities. The payment for Package B, calculated as a price per sq.m, will be remunerated at actual cost against proof of evidence at a 100% after receiving the State approved design plans for each sub-project.</p> <p>In case the contract value exceeds 500.000 Euro the Direct Disbursement Procedure from KfW is implied; Payment conditions:</p> <ul style="list-style-type: none"> • Payment for the Services is done by the Client based on the invoice, signed and sealed by the Service Provider • Payment for the Servces (to Ukrainian legal entities) is carried out by the Client in the national currency of Ukraine by bank transfer of the amount of the fulfilled services from Client's bank account to the Service Provider's bank account <p>or</p> <p>Payment for the Services (to foreign legal entities) is carried out by the Client in Euro by bank transfer of the amount of the provided services free of VAT from Client's bank account to the Service Provider's account.</p> <p>The Client must inform the Service Provider 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>щоквартально на підставі фактично проведених заходів. Оплата за Пакет В, розрахована як ціна за кв.м, буде здійснюватися за фактичною вартістю робіт з підтвердженими доказами на умовах 100% післяплати після отримання Затверджених проектних планів для кожного підпроєкту.</p> <p>У випадку, якщо вартість контракту перевищує 500 000 Євро, застосовується процедура прямої виплати від KfW; Умови оплати:</p> <ul style="list-style-type: none"> • Оплата за Послуги здійснюється Замовником на підставі рахунку-фактури, підписаного та скріпленого печаткою Надавача послуг , • Оплата за Послуги (українським юридичним особам) здійснюється Замовником в національній валюті України у безготівковій формі шляхом перерахування суми вартості виконаних послуг з банківського рахунку Замовника на банківський рахунок Надавачем послуг <p>або</p> <p>Оплата за Послуги (іноземним юридичним особам) здійснюється амовником в Євро у безготівковій формі шляхом перерахування суми вартості Послуг без ПДВ з банківського рахунку Замовника на банківський рахунок Надавача послуг.</p> <p>Замовник повинен повідомити Надавача послуга 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 Замовника виконано.</p>
<p>The Client has the right to request information and written reports on fulfillment by the Service Provider of contractual obligations under the Contract not more than 3 times per month.</p> <p>All developed materials are confidential and proprietary to AHT Group AG. The confidential and proprietary information on design may not be copied, disclosed or used, in whole or in part, without the prior written consent of AHT Group AG. All rights on the on the developed design remains with AHT group AG.</p>	<p>Замовник має право вимагати надання інформації та письмових звітів про виконання Надавачем послуг договірних зобов'язань у відповідності до умов Договору, але не більше трьох разів у місяць.</p> <p>Всі розроблені матеріали є конфіденційними та є власністю компанії AHT Group AG. Конфіденційна інформація та інформація, що стає власністю Замовника, щодо проектування не може бути копійована, розкрита або використана повністю або частково без попередньої письмової згоди компанії AHT Group AG. Всі права на розроблений дизайн залишаються з AHT Group AG.</p>

<p>The Service Provider shall have a right to disclose and use the fact of cooperation purely for the marketing purposes only by prior written agreement of the Client. The Client hereby grants the Service Provider the right to display the logo and elements of the design of Support of Nature Protected Areas (SNPA) in Ukraine project on the Service Provider's Web site, dribbble page, behance page and portfolio materials. In any other cases the Client should obtain a prior written permission from the Client.</p>	<p>Надавач послуг має право оприлюднювати та використовувати факт співпраці лише в маркетингових цілях та тільки за попереднім письмовим погодженням Замовника. Замовник надає Надавачу послуг право відображати логотип та елементи дизайну проекту «Підтримка природно-заповідних територій в Україні» (ППЗТУ) на власному сайті, сторінці dribbble, сторінці behance та у матеріалах портфоліо. У інших випадках Клієнт зобов'язаний отримати попереднє письмове погодження від Замовника.</p>
<p>This Annex shall come into force with signed by both Parties</p>	<p>Даний Додаток набирає чинність з моменту підписання його обома Сторонами</p>
<p>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 Party and one for KfW.</p>	<p>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 для KfW (Кредитної Установи для Відбудови).</p>
<p>CLIENT: AHT Group AG 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>ЗАМОВНИК : АГТ ГРУП АГ (AHT GROUP AG) 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>Authorized representative/ Уповноважений представник</p> <p>_____</p> <p><i>signature, stamp</i></p> <p>Michael Brombacher /Міхаель Бромбахер</p>	<p>SERVICE PROVIDER: _____ Address: _____</p> <p>Reg. Number _____ Account № _____ in _____ E-mail: _____</p> <p>НАДАВАЧ ПОСЛУГ: _____ Місцезнаходження: _____</p> <p>ЄДРПОУ _____ Рахунок № _____ в _____ електронна пошта: _____</p> <p>_____ / _____</p> <p>_____</p> <p>підпис, М.П.</p>

DECLARATION OF UNDERTAKING

Reference name of the Application/Offer/Contract: ("Contract")⁷

To: ("Project Executing Agency")

9. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")⁸ subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.

10. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:

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

2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;

2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder 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*);

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 such 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 applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;

⁷ Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

⁸ The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder 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*); or

2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.

11. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, 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 PEA's staff involved in the Tender 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 Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;

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 PEA;

3.5) in the case of procurement of Works, Plant or Goods:

iii. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;

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;

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

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

14. In the context of the Tender Process and performance of the corresponding Contract:

6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate

in any sectors under an embargo of the United Nations, the European Union or Germany; and

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract 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 Organisation⁹ (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 or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

15. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
16. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of¹⁰: _____

Signature:

Dated:

Annex №3/ Додаток №3

⁹ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/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.

¹⁰ In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

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

TERMS OF REFERENCE

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 « ____ »
 _____ 2019

STATEMENT OF COSTS

No.	Position	Unit	Unit costs in EUR	Number of units	Amount in EUR
I.	<i>Author supervision</i>	LPS/Sub-project			
	<i>Sub-total construction and author supervision</i>				
II.	<i>Support in tendering</i>	LPS/Sub-project		7	0
	<i>Sub-total tendering</i>				
				7	0
III.	<i>Transport costs</i>				
	Running costs cars	Month		24	0
	<i>Sub-total transport costs</i>				
					0
IV.	<i>Other logistics</i>				
	Drawings and reports	LPS/Sub-project		7	0
	Workshops, seminars	LPS/Sub-project		7	0
	<i>Sub-total other logistics</i>				
					0
V.	Sub-total miscellaneous				
Total Package A - Lump Sum Services					
No.	Position	Unit	Unit costs in EUR	Number of units	Amount in EUR
VI.	<i>Preliminary planning, Detailed design</i>				
		sq.m		11200	
	<i>Sub-total planing and design</i>				
				11 200	
Total Package B – Time Based Services					

Annex №6/ Додаток №6
to the Service Contract / до Договору про надання послуг №__ від/dated «__» _____
2019

Letter of Acceptance

«__» _____ 2019

To: *name and address of the Service Provider*

Subject: **Notification of Award Contract No.** _____

This is to notify you that your Tender dated _____ for execution of the Civil engineering services for detailed design, contracting and author supervision, (Ref.: IT- 2018-4-services-civil engineering).

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: _____