



Support to Nature Protected Areas (SNPA) in Ukraine MEEP / KFW

Project Implementation Unit – Steering Division

Project Implementation Unit – Implementation Division (AHT GROUP AG)

Part I: Invitation to Tender

Competent service providers	DATE: 26 March 2019
	REFERENCE: NT-2019-5-service-websites

Dear Sir / Madam:

We kindly invite you to submit your technical and financial proposal to provide services for:
Development of communication tools and materials for the target protected areas of the SNPA project and for other protected areas in Ukraine (websites, informational and promotional videos and photo databases)

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

- Part I: The present invitation to tender;
- Part II: Instructions to Tenderers (ITT);
- Part III: The draft contract including Terms of References.

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

Proposals may be submitted on or before **12:00 (GMT+3) on 06.01.2020** to the address below:
Shevchenka Str., 70, apt. 1, Lviv, 79039 Ukraine by courier mail or delivery upon signature.

Proposals shall be reviewed and evaluated based on completeness and compliance with the requirements of this invitation.

The Proposal that complies best with all requirements, meets best the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Offers not meeting the requirements shall be rejected.

Eventual errors in calculating the proposed contract value shall be re-computed by AHT GROUP AG in maintaining proposed unit prices. The evaluation of offers takes place on the basis of corrected contract values. If the Service provider does not accept the final contract value based on corrections, the proposal will be rejected.

Please be advised that AHT GROUP AG, acting on behalf on MEEP as general contractor, is not bound to accept any proposal, nor to award a contract, nor to be responsible for any costs associated with the preparation and submission of proposals, regardless of the outcome or the manner of conducting the selection process.

AHT GROUP AG implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices.

Kindly inform the Procurement officer/Team leader by email (stefanyshyn@snpa.in.ua/brombacher@snpa.in.ua) not later than 20 days prior to the deadline that you will submit the bidding documents.

Yours sincerely,

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

Project Office:

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

Email: stefanyshyn@snpa.in.ua

Phone (office): +380 032 2330423

Joint documents:

Part II: Instruction to tenderers

- Annex 1: Declaration of undertaking
- Annex 2: Technical Proposal: Template for "Organization and Methodology"
- Annex 3: Technical Proposal: Work Schedule (Tasks and Activities Bar Chart)
- Annex 4: Technical Proposal: Template for the presentation of CVs
- Annex 5: Financial Proposal Template
- Annex 6: Terms of reference

Part III: Draft Contract

- I. General Conditions for service contracts
- II. Special Conditions
- III. Declaration of Undertaking
- IV. Terms of reference
- V. Technical proposal
- VI. Statement of costs

Project: "Support of Nature Protected Areas in Ukraine"

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

Part II: INSTRUCTIONS TO TENDERERS

For: Development of communication tools and materials for the target protected areas of the SNPA project and for protected areas in Ukraine (websites, informational and promotional videos and photo databases)

Date: 26 March 2019

Reference Number: NT- 2018-5-service-websites

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

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

The selection of the service provider will be made in accordance with the KfW's latest "Guidelines for the Assignment of Consultants".

The SNPA Project Executing Agency is AHT GROUP AG (the leading partner of the consortium in association with WWF International Danube-Carpathian Programme, Frankfurt Zoological Society (FZS), and Ukrainian Society for the Protection of Birds (USPB)). The present purchase is carried out by AHT GROUP AG acting on behalf of MEEP as Contracting Authority. The SNPA project is delivered within the framework of the German Financial Cooperation (FC) through KfW Development Bank. Beneficiary of the KfW disposition fund is the Ministry of Ecology and Natural Resources of Ukraine (MEEP).

1. Services to be provided

The services required by the Contracting Authority are described in the Terms of Reference (see Annex 6). They are also set out in Annex 3 to the draft contract, which is an integral part of this tender dossier.

2. Timetable

	DATE	TIME*
Pre-tender meeting	25.11.2019	12:00 (GMT+3)
Deadline for requesting clarifications from the Contracting Authority	23.12.2019	12:00 (GMT+3)
Last date on which clarifications are issued by the Contracting Authority	27.12.2019	-
Deadline for submission of tenders	06.01.2020	12:00 (GMT+3)
Completion date for evaluating	10.02.2020*	11:00 (GMT+3)
Notification of award to the successful	21.02.2020*	-

tenderer		
Signature of the contract	02.03.2020*	-
Start date	13.03.2020*	-

*All times are in the time zone of the country of the Contracting Authority

* Provisional date

3. Participation

3.1 Tendering is restricted to shortlisted companies, which are effectively established in Ukraine.

3.2 Legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Section 2.3.3.1. or 2.3.3.2. of the Practical Guide (<http://ec.europa.eu/europeaid/prag/document.do?nodeNumber=2.3.3.1.>) Should they do so, their tender will be considered unsuitable or irregular respectively.

4. Content of tenders

Offers, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in English.

Supporting documents and printed literature furnished by the tenderer may be in Ukrainian or English language under the condition that the translation of the documents into English can be provided upon the request of AHT GROUP AG, if needed. For the purposes of interpreting the tender, the language of the procedure has precedence.

The tender must comprise a Technical offer and a Financial offer, which must be submitted in separate envelopes (see clause 10). Each technical offer and financial offer must contain one original, clearly marked '**Original**', and two copies, marked '**Copy**'. Failure to fulfill the requirements will constitute an irregularity and may result in rejection of the tender.

4.1 Technical offer

The Technical offer must include the following documents:

- (1) Signed Declaration of Undertaking (see template in Annex 1)
- (2) The description of organization and methodology (see template in Annex 2) proposed for the services of the SNPA Project giving a detailed description of tasks to be performed by experts of the service provider and their backstopper as well as details on the selection and particular experience of the proposed experts.
- (3) Work schedule (see template in Annex 3)
- (4) The presentation of updated curricula vitae (CV) of the proposed experts and of the proposed backstopper according to the model given in Annex 4 of these instructions. The CV shall indicate whether the proposed person belongs to the Tenderer's permanent personnel or not. The CVs shall be signed by the proposed expert declaring with her/his signature the exclusive availability for conducting the required services.

The personnel presented in the tenderer's proposal may not be replaced without the prior approval of the AHT GROUP AG. The tenderer shall only replace his personnel with experts having at least the same qualification.

4.2 Financial offer

The Financial offer must include the following documents:

- (1) Budget breakdown with Detailed Cost Calculation for Package A and Package B (see Template in Annex 5).

The Financial offer must be presented in Euro and must be submitted using the template (Annex 5, Budget breakdown), adding separate sheets for details if necessary. A deviation in the financial proposal from the estimated number of working days required from each expert is not allowed.

The Financial offer shall contain the following information:

- Cost of Personnel shall include the daily fee rate for the experts, covering salary, social charges and overhead cost, insurance, if required, cost of electronic data processing, company's professional insurance, risk and profit.
- Travel and transportation costs shall contain travel costs, accommodation and per-diem allowances for activities of both the experts and the backstopper taking place outside Lviv as specified in the ToR. Travel and transportation costs are to be presented on a lump sum basis.
- Cost for the development of websites shall be offered on a lump sum basis, these costs are the development of websites, as specified in the ToR (see Annex 6).

No other cost items except those stated above will be accepted in the Financial Proposal and considered for payment. If the company regards an important cost component not covered by the above instructions, it may ask permission to include such item. Such a request shall reach the SNPA Team Leader not later than 15 days before submission date. The result will be communicated as a circular letter to all Tenderers.

5. Payment Conditions

5.1 Currency

Tenders must be presented in Euro. Payments will be done in UAH based on the exchange rate of the National Bank of Ukraine on the day of payment.

5.2 Taxes and other charges

The applicable tax and customs arrangements are the following:

AHT GROUP AG is exempt from all taxes, customs duties and charges. The Registration Card of the Project No. 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."

This registration is based on the Financial Agreement entered between the Cabinet of ministers of Ukraine, represented by the Ministry of Ecology and Natural Resources of Ukraine and KfW dated 10 April 2015 allowing full exemption from taxes, custom duties and charges.

5.3 Terms of Payment

The tenderer shall assume for the preparation of his Financial Proposal that payments will be made in the following sequence:

- 10% of the total value of the contract will be paid as a prepayment during 15 working days from the day of signing the contract.
- 80% of the total value of the contract will be paid in intermediary installments under following conditions:

The payment for Package A, calculated as a lump sum, will be done on the quarterly basis against proof of evidence based on the de facto executed activities and presentation of the financial reports

The payment for Package B, calculated as time-based services, will be done on the quarterly basis upon presentation of Timesheets (time reports of personnel).

- 10% of the total value of the contract will be paid as the final payment during 15 days from the day of accepting the final report.

Payments are indicated in the attached draft contract and may be subject to changes according to the Contract Negotiations.

All payments are made by AHT GROUP AG from the local special account opened for the management of the KFW Disposition Fund.

6. Bonds

Not applicable

7. Lots

Not applicable

8. Period during which tenders are binding

Tenderers are bound by their tenders for 90 days after the deadline for submitting tenders or until they have been notified of non-award. Contracting Authority may ask tenderers in writing to extend this period by 60 days.

9. Additional information before the deadline for submitting tenders

Tenderers may submit questions in writing to the following address up to 14 days before the deadline for submission of tenders, specifying the publication reference and the contract title:

REFERENCE: NT- 2018-5-service-websites

Contact name: Solomiya Stefanyshyn

Address: Shevchenka Str., 70, apt. 1, Lviv, 79039 Ukraine

E-mail: stefanyshyn@snpa.in.ua

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

Any clarification of the tender dossier will be published on the website at www.snpa.in.ua.

The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal meeting.

A pre-proposal meeting will take place at 12:00 (GMT+3) on 25-11-2019 at SNPA office address: Shevchenka Str., 70, apt. 1, Lviv, 79039 Ukraine

10. Submission of tenders

The Contracting Authority must receive the tenders: on or before 12:00 (GMT+3) on 06.01.2020

They must include all the documents specified in point 4 of these Instructions and be sent to the following address:

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

Tenders must be delivered by recorded delivery (official postal service) or hand delivered (including courier services) directly to the Contracting Authority against a signed and dated receipt signed by Ms. Maria Galaiko or other AHT Group AG representative. In this case, the acknowledgment of receipt constitutes proof of compliance with the time-limit for receipt.

All tenders must be submitted in one original, marked 'original', and two copies signed in the

same way as the original and marked 'copy'.

Tenders submitted by any other means will not be considered. Tenders must be submitted using the double envelope system, i.e., in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words 'Envelope A —Technical offer', and the second envelope containing 'Envelope B —Financial offer'.

Any infringement of these rules (e.g., unsealed envelopes or references to price in the technical offer) constitutes an irregularity, which will lead to rejection of the tender.

The outer envelope should provide the following information:

- a) the address for submitting tenders indicated above;
- b) the reference code of the tender procedure (NT- 2018-5-service-websites);
- c) where applicable, the number of the lot(s) tendered for;
- d) the words 'Not to be opened before the tender-opening session' and 'Не відкривати до засідання тендерного комітету';
- e) the name of the tenderer.

The pages of the Technical and Financial offers must be numbered.

11. Amending or withdrawing tenders

Tenderers may amend or withdraw their tenders by written notification prior to the deadline for submitting tenders. Tenders may not be amended after this deadline. Any such notification of amendment or withdrawal must be prepared and submitted in accordance with Clause 10. The outer envelope (and the relevant inner envelope) must be marked 'Amendment' or 'Withdrawal' as appropriate.

12. Costs of preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer including the cost of interviewing proposed experts.

13. Ownership of tenders

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

14. Eligibility requirements

Tenders from tenderers will be admitted to the procedure provided that none of the following reasons for exclusion apply:

- Sanctions or embargoes issued by the Security Council of the United Nations, the EU or the German Government preclude the participation of a Tenderer;
- The Tenderer is excluded from the tendering process with legal effect of the country of the contracting agency on grounds of criminal offences, especially fraud, corruption or other economic crimes;
- The Tenderer is a state-controlled company in the partner country that is not legally or economically independent, or that is not subject to commercial law, or that is a public authority dependent on the contracting agency or the project executing agency or the recipient of the loan/financing amount;
- The Tenderer or individual members of the Tenderer's staff or a subcontractor has economic links or family ties with personnel of the contracting agency who are involved in preparing the tender documents, awarding the contract or supervising the execution of the contract, insofar as the conflict of interests could not be resolved to KfW's satisfaction in advance of the contract award and execution phase;
- The Tenderer is or was involved as a consultant in the preparation or implementation of

the project. The same applies to an enterprise or an individual that is closely connected to the Tenderer under a company group or a similar business link, or to several enterprises or individuals associated correspondingly. (exception: In BOT projects or turnkey projects a participation of future suppliers or manufacturers may even be desirable);

- The Tenderer or individual members of the Tenderer's staff or a subcontractor are or were during the last 12 months prior to publication of the invitation to tender indirectly or directly linked to the project in question through employment as a staff member or advisor to the contracting agency, and are or were able in this connection to influence the award of the contract for services, or the Tenderer is or was otherwise able to influence the award of the contract for services.
- By signing the Declaration of Undertaking (see Annex I), the Tenderer attests that none of these reasons for exclusion or conflicts of interest apply. In case of doubt, when tendering the Tenderer in question shall furnish proof to the satisfaction of the contracting agency and KfW.
- To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the Contracting Authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.
- Where tenders include subcontracting, it is recommended that the contractual arrangements between tenderers and their subcontractors include mediation, according to national and international practices, as a method of dispute resolution.
- KfW requires compliance with its policy in regard to corrupt and fraudulent practices.
- In further pursuance of this policy, Tenderers shall permit and shall cause its agents to provide information and permit KfW or an agent appointed by KfW to inspect on site all accounts, records and other documents relating to bid submission and contract performance (in the case of award), and to have them audited by auditors or agents appointed by KfW.

15. Joint venture or consortium

Tendering is open on equal terms to legal entities or subject of entrepreneurial activity physical person (3 Group), participating either individually or in a grouping – consortium - of tenderers, which are effectively established in Ukraine with a representative office in Ukraine; The eligibility requirement detailed in clause 14 applies to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor providing more than 10 % of the services must certify that they meet these conditions.

16. Tender evaluation

The selection of the tenderer for the execution of services will be made in accordance with the KfW's latest "Guidelines for the Assignment of Consultants". The latest version can be downloaded at <https://www.kfw-entwicklungsbank.de/Download-Center/PDF-Dokumente-Richtlinien/Consulting-E.pdf>

Bids shall be assessed in two phases, one technical, and the other financial. Only the Technical Proposals will be opened after the submission date. Financial Proposals remain sealed until the technical evaluation is completed.

Technical Proposal

Tenders will not be evaluated (eliminary criteria) in the following cases:

- Delivery of proposals later than the indicated deadline;
- Failure to comply with the two-envelope system;
- Incomplete technical proposal (see chapter 4.1), any missing declaration;
- Technical score below 75 point over 100.

The quality of each technical proposal will be evaluated on a scale of 0 to 100 points, according to the criteria given below, which will be examined in accordance with the requirements as indicated in the Terms of Reference. If there are minor omissions in relation to the ToR, points will be deducted. Substantial omissions that considerably restrict comparison with other tenders can cause to the exclusion of the applicant.

Technical proposals shall be assessed on the following key criteria:

No	Criteria	Score, points
1	Description of Organization and Methodology	20
2	Reference of firm in international donor funded projects	05
3	Qualifications and experience of proposed experts	70
	3.1 Media manager (up to 15 points)	
	3.2 Graphic/web Designer (up to 10 points)	
	3.3 Software developer (up to 10 points)	
	3.4 Photographer (up to 10 points)	
	3.5 Videographer/editor (up to 10 points)	
	3.6 English text editor (up to 10 points)	
	3.7 Backstopper (up to 5 points)	
4	Overall presentation of the proposal bid	05
	Total	100

N.B: Technical documents with a score of less than 75 (seventy five) points on 100 (one hundred) points shall be eliminated.

Financial Proposal

After evaluation of the Technical Proposal, the Financial Proposals of those Tenderers will be opened, whose technical Proposal achieved a minimum score of 75 points.

After correcting any arithmetical errors, the evaluation of the price quotations will be made.

Final evaluation

The technical proposal with the highest rating will receive 70 points. The number of points awarded to other technical proposals is reached by dividing the rating of each by the rating of the top proposal, and then multiplying by 70 points.

The financial proposal with the lowest price quotation will receive 30 points. The number of points awarded to other price quotations is reached by dividing the quotation of the lowest tender by the price quotation of each other tender and then multiplying by 30 points.

The number of points given for the price quotation will be added to the number of points awarded for the technical proposal. The Tender with the highest total number of points will be considered as the most competitive one.

17. Service contract

The Technical and Financial Proposals of the successful Tenderer will become part of the Contract to be concluded. The Minutes of Negotiations, if required, will be part of the Contract and will include clarifications of work and methods, adjustments in staffing schedule, clarifications on counterpart services, taxes and contractual obligations and possible other contractual stipulations.

Fees and unit prices that were taken into account in assessing the price quotation are in principle not subject to negotiation.

A draft contract form is attached and will be adjusted according to the bid of the successful Tenderer and the subsequent contract negotiates.

The successful tenderer will be informed in writing that its tender has been accepted (notification of award)

After conclusion of the contract negotiations and after KfW has given its consent, AHT Group AG will inform all bidders on the awarding decision. The applicants who were not included into the assessment of the price quotations are given back their Financial Proposal unopened.

18. Cancellation of Tender

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

The tender procedure may be cancelled, prior to awarding the Contract, without thereby incurring any liability to the Tenderers, and notwithstanding the stage in the procedures leading to the conclusion of the Contract, if the activity has been cancelled; circumstances underlying the invitation to tender have changed materially; no tender satisfying the criteria for the award of the Contract; competition was inadequate; the conditions for a fair competition have not been implemented; the price quotations are obviously unreasonable and/or exceed the financial resources earmarked for the contract. In this case, the AHT GROUP AG may, as an alternative to re-tendering, enter into negotiations with the best placed Tenderer to try to obtain a satisfactory offer.

In the event of cancellation of the Tender procedure, Tenderers shall be notified thereof by AHT GROUP AG.

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

19. Appeals

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

20. Data Protection

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

Annex 1: Technical Proposal – Declaration of undertaking

Declaration of Undertaking

Reference name of the Application/Offer/Contract: **NT- 2018-5-service-websites ("Contract")**¹

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

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")² 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/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.
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;

¹ 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".

² 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.

- 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 Organisation³ (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

³ 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.

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 of⁴: _____

Signature:

Dated:

⁴ 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.

Annex 2: Technical Proposal - Template for “Organization and Methodology”

(To be filled by the tenderers)

1. Rationale

- Provision of comments on the Terms of Reference for the successful execution of activities showing understanding of the contract.
- Explanation of the risks and assumptions affecting the execution of the contract.

2. Work Plan

- Implementation calendar of activities.
- Staff assignment schedule.

3. Backstopping

- Presentation of support facilities.
- Presentation of mechanisms for quality management and control.

4. Personnel and staff

- Rationale for the selection of proposed personnel and staff.
- Presentation of CVs.
- Signature of CVs confirming exclusive availability.

Annex 3: Technical Proposal – Work Schedule (Tasks and Activities Bar Chart)

N°	Tasks ⁵ (T-..)	Months ⁶⁷											
		1	2	3	4	5	6	7	8	9	n	TOTAL
T-1	<i>[e.g., development of individual websites for target PAs]</i>												
	1)												
	2)												
	3)												
	7) delivery of final report to Employer]												
T-2	<i>[e.g.,]</i>												
	1) data collection												
	2) concept development												
n													

⁵ 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.

⁶ Duration of activities shall be indicated in a form of a bar chart.

⁷ Include a legend, if necessary, to help read the chart.

Annex 4: Technical Proposal – Template for the presentation of CVs

Model for Curricula Vitae

The comprehensive Curricula Vitae of the definitely assigned personnel shall be presented in the form as shown below (or according to World Bank or EIB format, containing same information):

1. Proposed Position:
2. Family name:
3. First names:
4. Date of birth:
5. Nationality:
6. Education:

Institution:	
Date: from (month/year) to (month/year):	
Degree(s) or Diploma(s) obtained:	

7. Language skills mark 1 (worst) to 5 (best) for competence:

Language	Reading	Speaking	Writing

8. Membership of professional bodies:
9. Other skills:
10. Present position:
11. Years within the firm:
12. Key qualifications (relevant to the Project):
13. Specific country and regional experience:

Country	Date: from (month/year) to (month/year)

14. Professional experience record (Projects):

Date: from (mm/yyyy) to (mm/yyyy)	
Location	
Company	
Position	
Description	

Date: from (mm/yyyy) to (mm/yyyy)	
Location	
Company	
Position	
Description	

15. Belonging to Tenderer's permanent personnel or not
16. Others (e.g. publications):

CV has to be signed by the proposed expert declaring with her/his signature the exclusive availability for conducting the SNPA Project.

Annex 5: Financial Proposal Template

Reference number: NT- 2018-5-service-websites

To: AHT GROUP AG

Name of tenderer: _____

Budget breakdown

	Sum in EUR
Total Package A - Lump sum services	
Total Package B – Time/unit based services	
Grand Total Package A & B - Lump sum and Time/unit based	

Detailed Cost Calculation for Package A

To be submitted separately for each package*

	Activity	Unit	Quantity	Unit Rate (EUR)	Amount (EUR)
1	Development of customizable website template and based on it development of websites for target PAs (design, programming, collection of materials from PAs and adaptation of texts, payment for 1 year of using domain and hosting)	item	8		
2	Development of a general website for all PAs in Ukraine (design, programming, collection of materials from PAs and adaptation of texts, payment for approx. 3 years of using domain and hosting)	item	1		
3	Production of 150 high quality photos from different seasons (autumn, winter, spring-summer): landscapes in different times of a day, flora, fauna, local people, PAs workers in field, natural and cultural objects, trails, sightseeing parts etc. Including: transportation and accommodation costs for the trips to the target parks for filming and photos, collecting materials for news.	packages	8		
4	Filming and editing of promotional video for target PAs	item	8		
5	Filming and editing of promotional video for all PAs	item	1		
6	Training for the PAs: Venue, Coffee breaks, Lunch, Dinner, Accommodations, Travel costs, Materials for the trainings, Trips to each target PA to collect the feedback	item	3		
	Sub-total for activities				
7	Miscellaneous cost				
	Contingencies	10% from Sub-total for activities			
	Sub-Total Miscellaneous costs				
	Total items/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.

Detailed Cost Calculation for Package B

	Description	Unit	N° of Units	Unit price	Amount
				(EUR)	(EUR)
1	Cost of Personnel				
1.1	Media manager, part-time	hours	2200		
1.2	Backstopper, part-time	hours	300		
1.3	Graphic designer, part-time	hours	900		
2.	Translator, professional Ukrainian-English translation of texts for the websites	page	130		
3.	English text editor (native speaker)	page	130		
4.	Facilitator for communication training provision	hours	144		
	Total				

Signed on behalf of the Tenderer:

Name	
Signature	
Date	

Annex 6: Terms of Reference

Project	Support to Nature Protected Areas in Ukraine”, BMZ No.:2011.6612.3 and 2013.6588.1
Title	Development of communication tools and materials for the target protected areas of the SNPA project and for protected areas in Ukraine (websites, informational and promotional videos and photo databases)
Short title	Communication tools and materials for PAs
Reference number	NT-2019-5-service-websites

1. Background

The project “Support to Nature Protected Areas in Ukraine” promotes the conservation of the country’s outstanding natural richness. A strong focus lies on the Carpathian Mountains, which host large tracts of natural landscapes including primeval forests, making it a stronghold for many rare European plant and animal species.

The project is delivered within the framework of the German Financial Cooperation (FC) and financed by KfW Development Bank. The Ministry of Ecology and Natural Resources of Ukraine (MEEP) assumes overall responsibility for the implementation and operation of the project. AHT GROUP AG (AHT) in association with the WWF International Danube-Carpathian Programme, Frankfurt Zoological Society (FZS), and Ukrainian Society for the Protection of Birds (USPB) has been awarded the contract by KfW on behalf of MEPP to execute this project as implementation consultant.

The project contributes to the conservation of biodiversity in Ukraine by improving the management and conservation work of protected areas (PAs) in Ukraine. As part of the project, the parks are provided with technical support and their infrastructure is improved (e.g. vehicles for rangers, guesthouses, information centres etc.). The geographical focus of the project is on the Carpathians: the eight target areas are located in the Carpathian region of Ukraine. The project duration is six years.

2. Objective of the intervention

Protected areas (PAs) in Ukraine require certain tools and materials in order for communication with different target audiences in a more effective way. Improved communication will help to resolve issues, promote PA activities, encourage people to visit the PAs, etc.

For this purpose, the following products will be developed within the framework of this tender:

- Websites for the target PAs, presenting information about the PAs, news about their activities, photos and videos from the PA territories, interactive maps, etc.
- A general website for the PAs of Ukraine, presenting short texts that contain general information about each Ukrainian PA, news, interactive PAs map etc. Users of this website will be able to communicate with different PAs online, see the location of the PAs and choose a PA to visit depending on their preferred activities. They will also be able to publish their impressions after visiting a PA. The Contractor will be responsible for administrating the website and for producing the website content for the duration of three years. Subsequently, the Ministry of Ecology and Natural Resources of Ukraine shall be able to maintain the website. For this purpose, the SNPA project will invest in staff trainings and also advocate for the provision of sufficient staff resources.

- Informational and promotional videos for each of the eight target PAs and one general video for all PAs in Ukraine.
- Infographics to inform about the PAs and share knowledge on a regular basis.
- A photo database for each of the eight target PAs (approx. 150 photos per PA).
- Communications training for staff of the target PAs.

Deliverables

2.1. Deliverables in terms of quantity

Items to be developed:

Type of goods	Specifications	Quantity
Development of individual websites for the eight target PAs of the SNPA project	<p>Website requirements:</p> <ul style="list-style-type: none"> - Simple structure, scrolling the whole website; - An easy-to-use Content Management System (CMS) that has potential for expansion (WordPress, Concret5 and Joomla), the Contractor has to offer an option; - Ability to buy a ticket through the website; - Ability to have a blog; - Ability to upload/download files in different formats: doc, pdf, zip, jpg, mp4 and other popular formats; - Possibility for on-line broadcasting from PA. <p>The Contractor must develop the website template consistent with the corporate design of PAs (will be provided by the Client) and according to the website structure agreed with the PAs and the Client. The websites for the eight PAs should be develop according to such template (approved by the Client). The design of each website should contain PA's characteristic elements. Moreover, other PAs should be able to download this template and install on their existing or newly developed website with possibility to change its elements through the administrative panel: to add or remove elements, change their color etc. (to be discussed with the Client in details). All necessary activities for programs/template installation, changing the appearance of elements in accordance with the programmed functionality, the administration of the site in general, should be easy to implement by an ordinary user without programming knowledge.</p> <p>The general suggested structure of the websites for PAs:</p> <ul style="list-style-type: none"> - At the center of the website: large 3-5 alternating photos (possibly video, it is necessary to consult with the developer). Menu bar on the top of the page: About PA, PA activities, Visit the PA, Media library, Contacts. On the left side: access to the detailed menu/site map, example: https://www.yellowstonepark.com/; - In the upper left corner: the logo of the PA - clicking on the 	8

	<p>logo redirects user to the main page;</p> <ul style="list-style-type: none"> - In the upper right corner: search box; - Separate button for buying an entry ticket, could be placed in the top right corner (each PA should be able to add and remove this feature from the site); - Option for online broadcasting from the PA (each PA should be able to add and remove this feature from the site); - Online store. Possibility of selling promotional products through the website (each PA should be able to add and remove this feature from the site); - When necessary, turn on the “Important alert” button (see Appendix 1); - Below cover photo/video: news block; - Buttons that redirect user to other online channels of the PA (Facebook, YouTube, Instagram); - Section “Support the PA”: opportunities for volunteering etc.; - At the bottom of the website: the general logo of the PAs in Ukraine – clicking on the logo redirects user to the general website of the PAs. - At the bottom of the website: site map; - At the bottom of the website: visual representation of the Project in accordance with the requirements of branding (Annex 2). In addition, declaration on the ownership of the information provided on the site and consequences in case of copyright violation or data misuse. <p>Menu bar items:</p> <ul style="list-style-type: none"> - <i>About the PA:</i> <ul style="list-style-type: none"> o A brief description of the PA. (General information will be provided by the administration of the PA. It is necessary to keep the text short, highlight the most important things etc.); o Information about employees of the PA: photos, names, positions, who does what in the PA. Job vacancies. o Interactive map of the PA showing the most important features/places of interest; o Questions & Answers; o Photos of the PA. - <i>Activities of the PA:</i> <ul style="list-style-type: none"> o Conservation activities; o Economic activities; o Scientific activities; o Educational activities; o Sustainable development; o Tourism and recreation; 	
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	<ul style="list-style-type: none"> ○ International projects; ○ Publications; ○ Procurements; ○ Involvement of local citizens; ○ Other information that must be published according to the Ukrainian law. <p>- <i>Visit the PA:</i></p> <ul style="list-style-type: none"> ○ How to get to the PA (different transport options); ○ What to see (information on the most prominent places in and around the PA); ○ When is the best time to visit (seasonality, weather, etc.); ○ Where to stay? (accommodation information, maybe link to booking.com or booking platform); ○ Where to eat? (information from Tripadvisor, Forsquare or other websites, where information is constantly updated); ○ What to do? (activities offered by PA administration or other providers); ○ Calendar of events: date of the event, title of the event, target audience, ticket price, registration; option to purchase a ticket online or, in case of free admission, registration via a Google form (it is important to know the approximate number of people who attend the event and to get contact details); ○ Photos and videos; ○ Rules of conduct in the PA; ○ Interactive map of PA; also a map that can be downloaded and printed; ○ Information on visitor centers: opening hours, available services etc.; ○ Option to buy a ticket; <p>- <i>Media library:</i></p> <ul style="list-style-type: none"> ○ Photos; ○ Videos; ○ Press material; ○ Communication and Visibility requirements; ○ Newsletters/publications from PA. <p>- <i>Contact details:</i> address, phone number, e-mail.</p> <p>Optional: button to leave reviews after visit to PA.</p> <p>The structure, functionality and design of each website must be discussed with the particular PA and approved by the Client.</p>	
Adaptation of target PAs' logos to the corporate design of PAs	The logos of the eight target PAs must be modified according to the developed corporate design of PAs (will be provided by the Client) and approved by the respective PAs and by the Client.	8 items

Development of a website template for the PAs	<p>Development of website template using the corporate design for the PAs and a defined structure. Approval by Client is necessary.</p> <p>The Client may request up to three changes to the final version of the website template.</p>	1 item
Development of a general website for all PAs in Ukraine plus website administration and production of content till April 2022 (possibility of prolongation)	<p>Development of a general website for all Ukrainian PAs. The name could be "Find your Park", "Your Nature", or the like. An example for a similar site: https://findyourpark.com/.</p> <p>Naming and development of the website must continuously be discussed with and approved by the Client.</p> <p>The website must contain the following sections:</p> <ul style="list-style-type: none"> ○ About the PAs in Ukraine: general information, number of PAs in Ukraine, a brief description of national parks, biosphere and nature reserves. The piece about each PA should contain up to 2000 characters, photos and a link to the PA website (if existent); ○ Visit your PA: a map showing the location of all the PAs. Option to zoom in when clicking on a specific PA, so a larger and more detailed map of the PA is presented. The detailed maps of each of the PAs must contain the following: <ul style="list-style-type: none"> ○ places to visit: when you click on the icon of a particular place on the map, a window with a photo of the place, name and brief information (up to 500 characters) appears ○ If possible, integrate accommodation (and the option to book a stay, e.g. via booking.com) and places to eat (using information from Tripadvisor, etc.) ○ Activities: image icons must match activities, clicking on the icon opens a window with the contact details of the service provider. ○ Option to select routes according to the mileage, complexity and the main points on a way (example: http://www.yorkshiredales.org.uk/). ○ Find your park: two boxes with drop-down menus, one for activities and one for the PAs. The two boxes will be linked, so that the choice of an activity will automatically reveal all locations where this activity is offered, and vice versa. Each activity should also be represented by a characteristic and easily understandable icon (for example: https://findyourpark.com/your-parks). ○ Stories from nature: stories from PA visitors telling their 	1

	<p>impressions (up to 2000 characters), photos and videos, a map with their route where they can mark points, a link to the social network, etc. For this purpose, a button called “Tell your story” should be available on the website, with a window for typing (up to 2000 characters), the ability to upload photos and videos (you must specify a limit on the quantity and the size depending on the technical characteristics of the site) and creating a map of a trip (for simplicity, Google Maps can be used, with the opportunity to insert a route and points). Example: https://findyourpark.com/stories.</p> <ul style="list-style-type: none"> ○ Support your park: options to help specific PAs (information is provided by PAs,); ○ News; ○ Media library: photos, video footage, publications, etc.; ○ Buttons redirecting users to the PA channels on Facebook, Instagram, YouTube; ○ Contact details. <p>The Contractor and the Client must agree on the structure of the website, the placement of elements and the functional characteristics before designing the layout. Afterwards, the layout of the pages must be approved. Approval is needed again for the final version of the website.</p> <p>The site must be administrated and filled with information by the Contractor for 3 years, details below.</p> <p>The Client may request up to three changes to the final version of the website.</p>	
Development of interactive maps for the target PA websites	<p>Interactive maps will be placed on the websites of the eight PAs. They should be as easy to use as possible, with the possibility to apply different filters. Users should be able to:</p> <ul style="list-style-type: none"> - Select a route according to their needs and wishes, such as duration, difficulty (elevation, terrain, etc.), points of interest, etc. Only official routes will be displayed (according to data the Contractor will obtain from target PAs). - Check the accommodation options through the icons on the map (it is suggested to redirect users to booking platforms such as booking.com or Airbnb); if possible, add filters for costs, type of accommodation, etc. When user clicks on the icon of an accommodation, a window opens, showing a photo of the accommodation, approximate costs and a link to a site with more detailed information. - Check out the options for a meal. Option to filter out cafés, restaurants, supermarkets, kiosks, etc. When the user clicks on the icon of a facility, a window opens, showing a 	8

	<p>photo (if available) of that place and a link to a site with more detailed information.</p> <ul style="list-style-type: none"> - Select a recreational activity. When the user clicks on the icon of an activity, a window opens, showing a photo of the activity and more detailed information (link to a website, contact details of the service provider etc.); - See the location of the visitor centers. When clicking on the icon of a center, a window opens showing address, opening times, services offered and contact details; - See the location of toilets, picnic areas, swimming places, etc.; - Other points of interest (to be discussed with each PA and agreed upon with the Client). <p>The Contractor must obtain approval for the interactive maps from the Client. The Client may request up to three changes to the final version-</p>	
Development of an interactive map for the general website of all PAs in Ukraine	<p>National parks, nature reserves and biosphere reserves should be placed on the interactive map of Ukrainian PAs (as a base for boundaries of PAs, a map developed as a result of another tender of the project on cadastr should be used). When placing the cursor on a PA, its boundaries should be shown, also a small pop-up window with the name of the PA, its address, link to the PA website (if existent) and contact details. The most important points of interest of each PA should be presented on the map with a short description and pictures. Other points that could be placed on the map have to be discussed with the Client.</p> <p>The map should be as easy to use as possible, with the option to apply different filters (region, type of PA, etc. – will be discussed).</p> <p>The Contractor must obtain approval for the interactive map from the Client.</p> <p>The Client may request up to three changes to the final version of the website.</p>	1
Design of nine infographics: one for each of the eight target PA websites and for the general PA website	<p>Each infographic must contain a map of the PA and indicate area size, characteristic species (in particular those listed in the Red List of Ukraine or similar lists), membership of the PA in networks such as UNESCO World Heritage, neighboring regions etc.</p> <p>The Contractor must obtain the Client approval for the infographics from the Client. The Client may request up to three changes to the final version-</p>	9
Production of promotional videos for each target PA and one general video about all PAs	<p>Production of a promotional video for each of the eight target PAs (1-2 minutes long) and one video for all PAs (up to 2-3 minutes). Each video should show typical landscapes of a PA in different seasons (winter, spring-summer, autumn), characteristic species, local people, authentic crafts, peculiarities of the PAs, tourist activities, etc. Each video should also contain the PA name,</p>	9

	<p>important figures, key messages, etc. At the end of the clip, the SNPA project should be mentioned in accordance with the requirements for its visual presentation (Annex 2).</p> <p>Before filming, the Contractor must obtain approval for each video script from the Client.</p> <p>The Client may request up to three changes to the final versions-</p>	
Development of a photo database for each target PA (approx. 150 high-quality photos per PA)	<p>Photographing in the eight target PAs in different seasons (winter, spring-summer, autumn): landscapes, characteristic species, local people, authentic crafts, PA administration and more. The result should be approximately 150 processed high-quality photos per PA.</p> <p>The photos should be transferred to the Client on an external hard drive, sorted in folders (each PA gets a separate folder). The rights to use the photos, including copyrights, must be transferred to the respective PA. The chosen photographer has to be approved by the SNPA project communications officer.</p>	8
Establishment of the general Facebook page for all Ukrainian PAs	<p>The Facebook page be named according to the corporate brand book of the PAs (will be provided by the Client). The logo of the PA system should be used as profile picture (will be provided by the Client). The page must contain information on the PAs in general. 2-3 relevant posts per week should be published (news from PAs, photos from PAs, infographics, etc.).</p> <p>The Contractor is responsible for communication with the visitors of the page, that is replying to comments and messages via Facebook Messenger; if necessary, the Contractor will consult the Client regarding the responses. If the questions relate to the SNPA project (in particular, if stakeholders or any topics of conflict are involved), the Contractor is obliged to discuss the response with the Client. In case of a crisis communication situation, the Contractor takes full responsibility and informs the public about this via public media.</p> <p>It is important to use high-quality photos – at least 2048 pixels wide. The page cover picture is 851 x 315 pixels.</p> <p>Before the page is created, its content needs to be agreed upon with the Client. The Client may request up to three changes to the final version.</p>	
Communication training for the PA employees	<p>In three stages of this project (at the beginning, in the middle and at the end), training sessions for PA staff should be organized: approx. 5 training sessions during each stage for 2-3 participants from each of 8 target PAs. Each training session should last approx. 4 hours. Therefore, 3 stages of training, 3 days each, in total 9 days.</p> <p>Suggested training sessions are:</p>	9 days + practical home tasks

	<ul style="list-style-type: none"> - Website administration and writing texts for the website, newsletters and publications (news, articles, interviews, blog posts etc.); - Shooting and montage of short videos for the YouTube channel and Facebook; basic rules for taking good photos; - SMM (managing accounts on Facebook, Instagram, Twitter, YouTube); - Basic design skills (how to use the developed corporate design for the PAs to create posters and leaflets, how to process photos etc.); - Media relations and event management (press releases, organization of press tours, conferences, briefings etc.). <p>Each session should involve practical tasks that have to be evaluated by professionals.</p> <p>The program for each training should approved by the Client.</p>	
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Categories of expenses to be considered/calculated:

- Development of websites – development of a template based on which PAs websites will be developed and adapted to their particularities: design, programming, collection and adaptation of texts (extraction of the most important information, editing etc.) provided by the PAs or other institutions as basic content for the websites; consultations for PAs for 3 month after the websites were transferred to PAs for administration;
- Payment for hosting and domain of PAs websites for one year; payment for hosting and domain of general PAs website for the period of its administration by the Contractor (approx. 3 years); annual payments for hosting and domain should low;
- Professional Ukrainian-English translation of texts, approx. 130 A4 pages, Arial 10;
- Text editing by native English speaker;
- Adaptation of the logos of the 8 target PAs to the corporate design of all PAs;
- Development of interactive maps for the eight targeted PAs: including existing routes, points of interest (natural, cultural, etc.), places to stay overnight and to eat, visitor centers, toilets, entrances and other important information (it is necessary to discuss those details with the PAs before starting to develop a map; the maps must also be approved by the Client). When placing the cursor on any icon on the map, a small window will open, containing the name of the place, a short informative text, a link to a website or contact details, photos etc. (an example is provided in Annex 1);
- Development of an interactive map with all PAs of Ukraine, specifically - national parks, biosphere reserves and nature reserves: showing the boundaries of each PA (using provided by the Client cadastre map as a base); when placing the cursor on any of the PAs, a small window will open, containing the name of the PA, a short informative text for potential visitors to the PA, a link to the PA website (if existent), 4-5 photos of the most interesting places etc.;
- Design of 9 infographics: one for each of the eight target PAs and one for all PAs together, illustrating basic information: location, area size, PA category, other significant figures;
- Trips to the target PAs: at least twice at the beginning of the project period in order to discuss website development; then once a year (3 times in total) to get ongoing feedback

- on the work. 5 trips to each PA in total. Two trips can be combined within the trips for photo and video shooting, so only 3 trips have to be calculated separately (for approx. 2 people).
- Setting up a Facebook page for all PAs of Ukraine;
 - To ensure the fulfillment of all tasks set in the ToR, the following specialists are required (to be considered for budget calculation):
 - Backstopper: part-time employment for 300 hours per 3 years, is responsible for the organizational tasks:
 - Provides technical guidance and advice to the project team (backstopping);
 - The Project Manager is the main contact person for the Client.
 - Media manager: part-time employment for 2200 hours per 3 years, is responsible for collecting and adaptation of general information from 8 target PAs to put on their websites; the production of content for and administration of the general PA website, the Facebook page and the YouTube channel till April 2022 (possibility of prolongation):
 - At the beginning of the project media manager has to collect and adapt information to be put on the 8 PAs websites;
 - Later the media manager will be responsible for production of content and administrating the general PAs website, which has to be filled with: (1) news from Ukrainian PAs and interesting news from foreign PAs: 1-2 posts per day, mainly taken form the individual PA websites or other media. Occasionally, the material will be needed to be prepared from scratch. The news should be posted on the Facebook page as well, adapted to the common format of social media posts; (2) important information that is quite complex, contains a lot of numbers or the like must be presented in graphic a format (pictures, infographics, etc.); (3) short videos of important events should be posted on the YouTube channel and the Facebook page (the video material can be obtained from the PAs or the MEEP); (4) Occasionally, one of the permanent texts on the website may need to be adapted or a new text must be added (e.g. if a new PA is created);
 - Graphic designer – part-time employment for 900 hours per 3 years:
 - Production of visual content for the PAs website and social media on regular basis;
 - Production of infographics about the PAs in Ukraine on a regular basis. Approx. once in 2 months during the course of the project an infographic should be developed to share information about the PAs in Ukraine (approx. 18 infographics in total). For instance, those infographics could show all Ukrainian PAs that are part of the UNESCO World Heritage list, the percentage of PAs covered with specific types of forest etc. The content and layout of each infographic must be approved by the Client.
 - Translator: provide written translation from Ukrainian into English language, approx. 130 A4 Arial 10 pages;
 - English text editor (native speaker): approx. 130 A4 Arial 10 pages;
 - Facilitators: for communication training provision, total of 144 hours.
 - The cost for the website development and photo/video production will be covered as lump sum;
 - Communication training for 2-3 participants from each of the 8 target PAs (approx. 20-25 participants in total): 3 sessions (approx. 3 days each) plus homework after each session

that will be evaluated and given feedback on by a specialist. What has to be budgeted: a venue for approx. 30 people; lunches, dinners, coffee breaks; accommodation and travel costs (participants and lecturer); fees for lecturer; technical equipment and training material.

- Production of one promotional video for each of the eight target PAs (up to 1-2 min long) and one for all Ukrainian PAs together (up to 2-3 min long). The videos should show the landscape of PAs in different seasons (winter, spring-summer, autumn), characteristic species, local people, authentic crafts, etc.;
- Production of a photo database for each of the eight target PAs. Photos should be taken in different seasons (winter, spring-summer, autumn), showing different landscapes, characteristic species, local people, authentic crafts, PA administration and more. The result should be approximately 150 processed high-quality photos per PA.
- Production of content for the nine websites: interesting information about the history of a PA, activities offered in a PA, people working in a PA, needs of a PA, local residents, local products and crafts, etc.
- For photo and video shooting it is necessary to plan trips to the PAs. (It is suggested to do photo and video shooting together in order to save time.): three trips (winter, spring-summer and autumn) in the course of one year, 20 days per trip (2 days for each PA plus 4 days buffer time). So, the total travel time will be 60 days. Budgeting must involve the work of specialists (videographer, photographer, media manager, driver), accommodation and meals, transportation costs (fuel, car and equipment rental) and other expenses related to travelling and shooting.

2.2. Deliverables in terms of quality

The PA websites will be developed in order to:

- Provide information about the history of the PAs, basic information on landscape, fauna and flora, PA management and activities (such as conservation, scientific or educational work, participation in international projects, etc.);
- Inform the public about relevant news;
- Distribute publications, findings from scientific research, best practices regarding PA management, etc.;
- Invite people to participate in PA events;
- Attract volunteers and other forms of support to the PAs;
- Encourage potential tourists to visit the PAs (through promotion of interesting trails, photos and video footage, interactive maps, travel stories, blogging, etc.);
- Inform visitors about the rules of conduct, weather conditions (incl. weather alerts) and other important things to know;
- Provide the opportunity to buy an online ticket;
- Stream online videos from PAs;
- Interact with the media: informing about events, important news from PAs etc.;
- Inform the public about the state of affairs in the PAs;
- Other.

Target audience	Information about
Local communities	<ul style="list-style-type: none"> - Weather conditions - Events - News

	- Rules of conduct
Tourists	<ul style="list-style-type: none"> - Real-time weather conditions - Map - Online tickets - Rules of conduct - Events - Contact details
Other PAs	<ul style="list-style-type: none"> - Invitation to events - Lessons learned
State institutions (Ministries, local and region councils, regulatory authorities)	<ul style="list-style-type: none"> - News about necessary actions, inspections, etc. - Invitation to events
Educational institutions	<ul style="list-style-type: none"> - Invitation to events - Information about past events - Invitation to volunteer
Scientists	<ul style="list-style-type: none"> - Research projects - Conferences and other events
Potential sponsors	<ul style="list-style-type: none"> - PAs' needs - Conferences and other events
Potential volunteers	- Opportunities to get involved in PA development (activities, PA contact details, stories from volunteers who have already joined)
Media	- Important news from the PAs

- Before starting to work on the tasks, the Contractor must agree upon the structure, content, design and functions of the websites with the PAs first and then with the Client;
- The Contractor must establish cooperation with the PAs in order to collect the necessary information for the websites (texts on various topics, photos, videos, etc.). The Contractor must adapt the texts to a modern writing style (extract the most important information from the texts, rewrite them in a short and interesting style, correct mistakes etc.). If necessary, the Contractor must also develop certain elements for the websites in collaboration (e.g. define routes for the interactive map);
- Websites must be bilingual (Ukrainian and English); the Contractor must provide professional translation of texts from Ukrainian into English;
- The Contractor must offer a backup option for storing information that is posted on websites to quickly retrieve the websites in case of a hacker attack;
- The structure of the websites should be modern and user-friendly;
- Colors, fonts and other visual elements on the website must be chosen/designed in accordance to the corporate design of the PAs (to be provided by the Client). The Contractor may propose changes with the consent of the Client;
- Websites must be adapted to all modern devices: laptops, mobile phones, tablets, etc.;

- Numerical data (size of PA area, number of species in the PA etc.) should preferably be presented in infographics;
- Representation of the SNPA project on the developed websites is mandatory – details have to be discussed with the Client;
- The Contractor must engage the services of a hosting provider (who must be approved by the Client). It is mandatory to ensure that all formal processes for establishing the web hosting are carried out within the framework of this project. After completion of the project, the Recipients (PAs) will be responsible for the ongoing payments to the hosting provider. For this reason, it is necessary to provide the Recipients' contact details to the hosting provider;
- The Contractor must propose a domain name for each website (approved by the Client) and carry out all formal processes to get and register the domains within the framework of this project. After completion of the project, the Recipients (PAs) will be responsible for the ongoing payments for the use of the domain names. For this reason, it is necessary to provide the Recipients' contact details when registering the domains and agree on such payment with them. The domain names must comply with the rules of Ukrainian transliteration, easy to enter and easy to search, and it must contain the name of the PA;
- All the rights concerning the ownership of the PAs websites should be officially transferred to particular PAs, of general PAs website – to the Ministry of Ecology and Natural Resources of Ukraine, right after the websites are developed and approved by the Client.

Technical requirements to the websites:

- Websites must be compatible with the latest versions of the most popular browsers (Internet Explorer, Opera, Mozilla Firefox, Chrome and others suggested by Contractor), as well as with mobile browsers and OS;
- The final and functioning websites should be easy to administrate; non-specialists should be able to perform basic operations;
- It is necessary to provide backup of data and the possibility of restoring information through the administration window;
- The overall design of websites should be based on stable standards, without involving functions that are only accessible via specific browsers;
- The user interface should be intuitive, easy to navigate and logical
- The websites must be adapted for smartphones, tablets, laptops and PCs;

The requirements for other products to be developed within the framework of this tender are described in section 4.1.

Communication between the Client and the Contractor during the implementation of the contract should take place via a Communications Officer on the Client's side and a designated person on the Contractor's side (for example, the media manager).

Minimum qualification of the service provider

The service provider may be a Ukrainian company with a representative office located in the Carpathian region (Lviv, Ivano-Frankivsk, Uzhgorod and Chernivtsi region) with significant experience (at least 3 years) in the fields of websites development, websites administration and content production, social media marketing, production of photos and videos. Experience in projects related to the field of nature conservation will be a major advantage. You must submit a

portfolio with at least 3 examples of relevant previous projects and contact details of the customers over the last 3 years.

Required experienced (minimum 3 years) staff of the service provider for the execution of specified tasks in this ToR: a software developer, a graphic/web designer, a media manager, and backstopper. Other experts required to fulfil the tasks specified in ToR such as photographer and videographer/editor, an English text editor (native English speaker), facilitators have to submit the CVs.

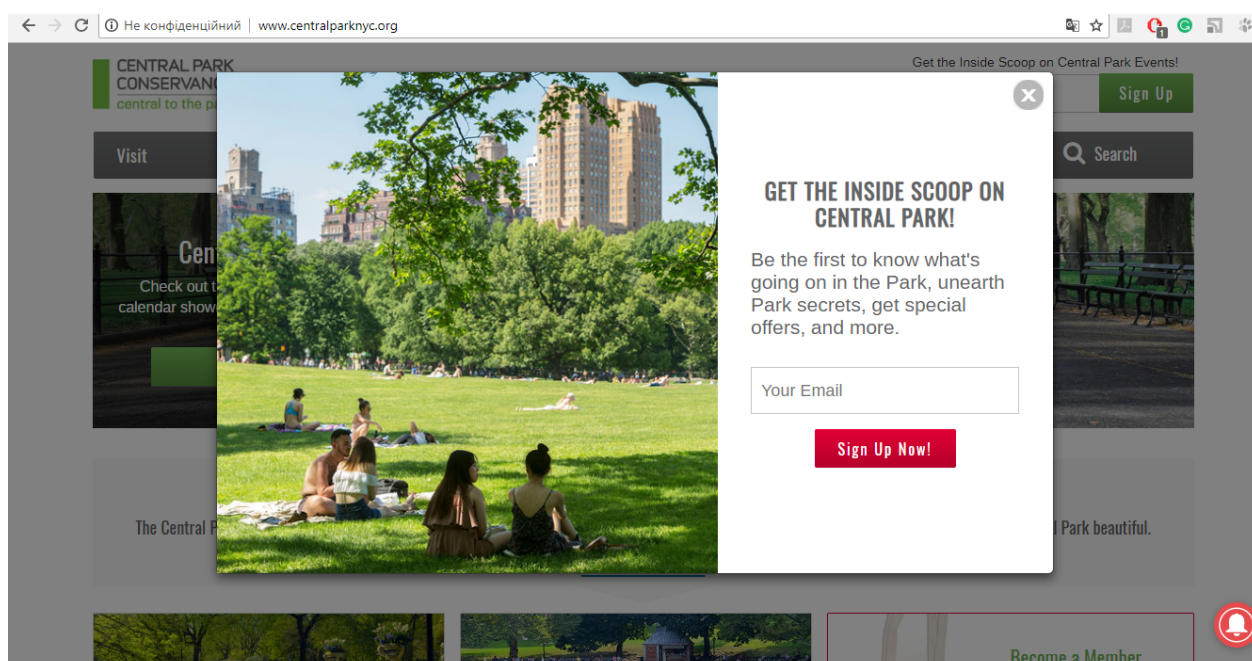
The Contractor must have the necessary equipment to accomplish the tasks outlined in the ToR.

Websites examples:

<http://www.yorkshiredales.org.uk/>

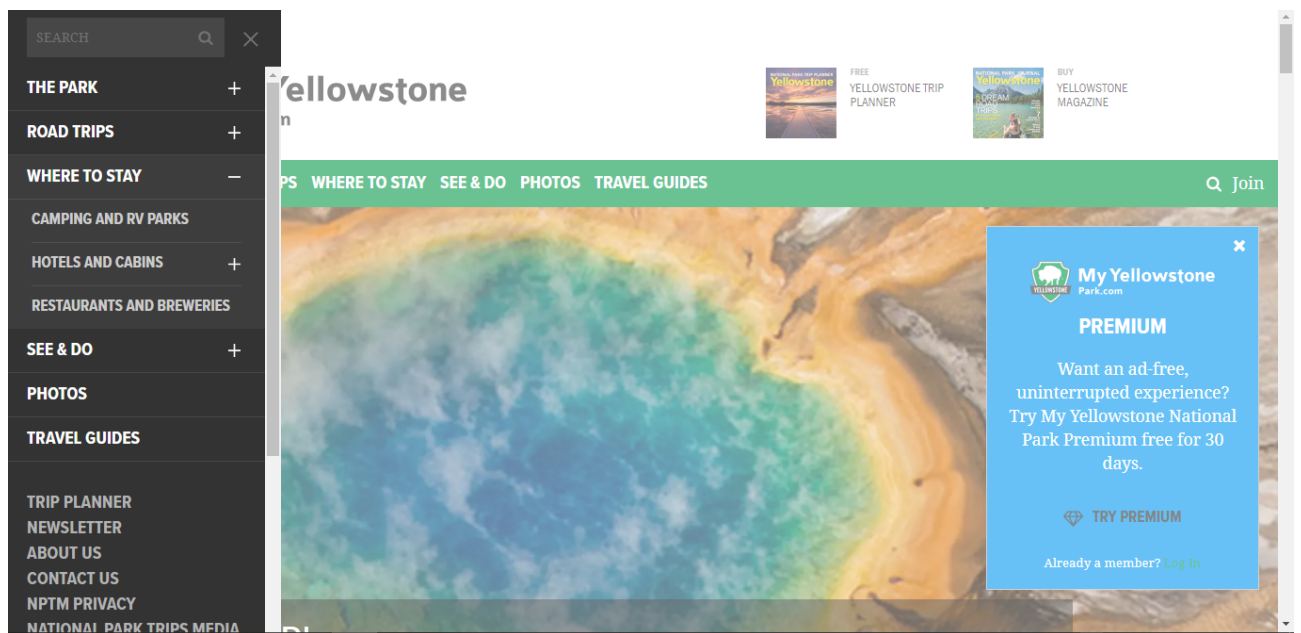
<http://www.lakedistrict.gov.uk/home>

<https://www.yellowstonepark.com/>

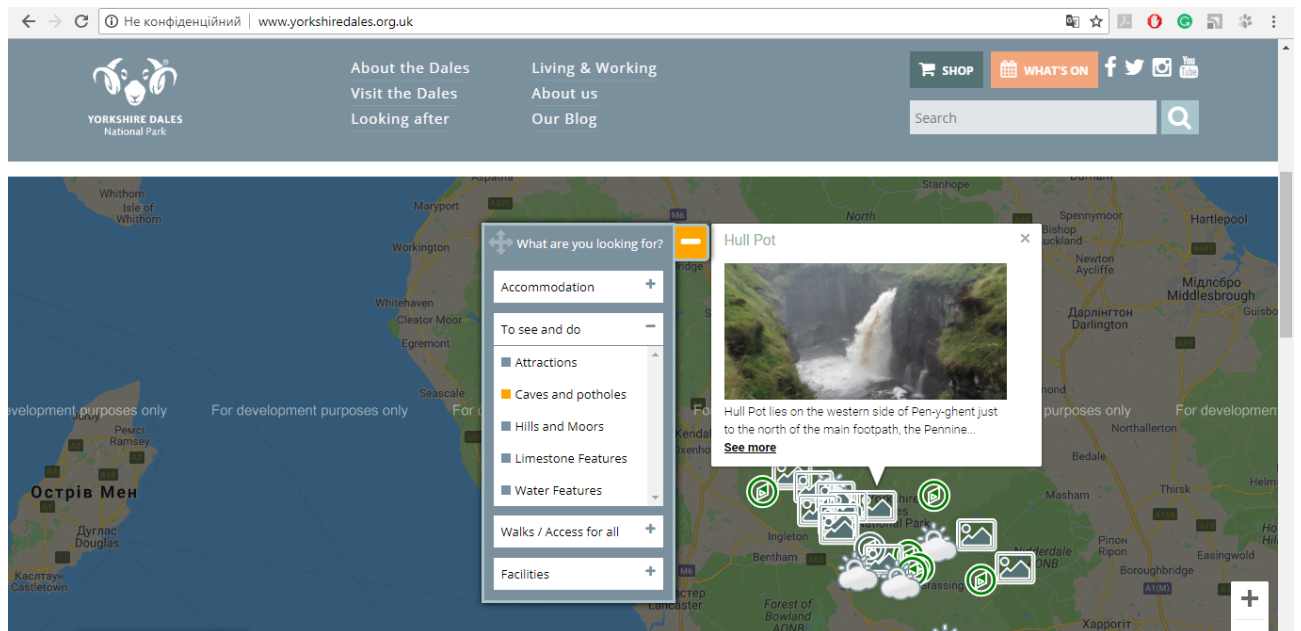


<http://www.centralparknyc.org/>

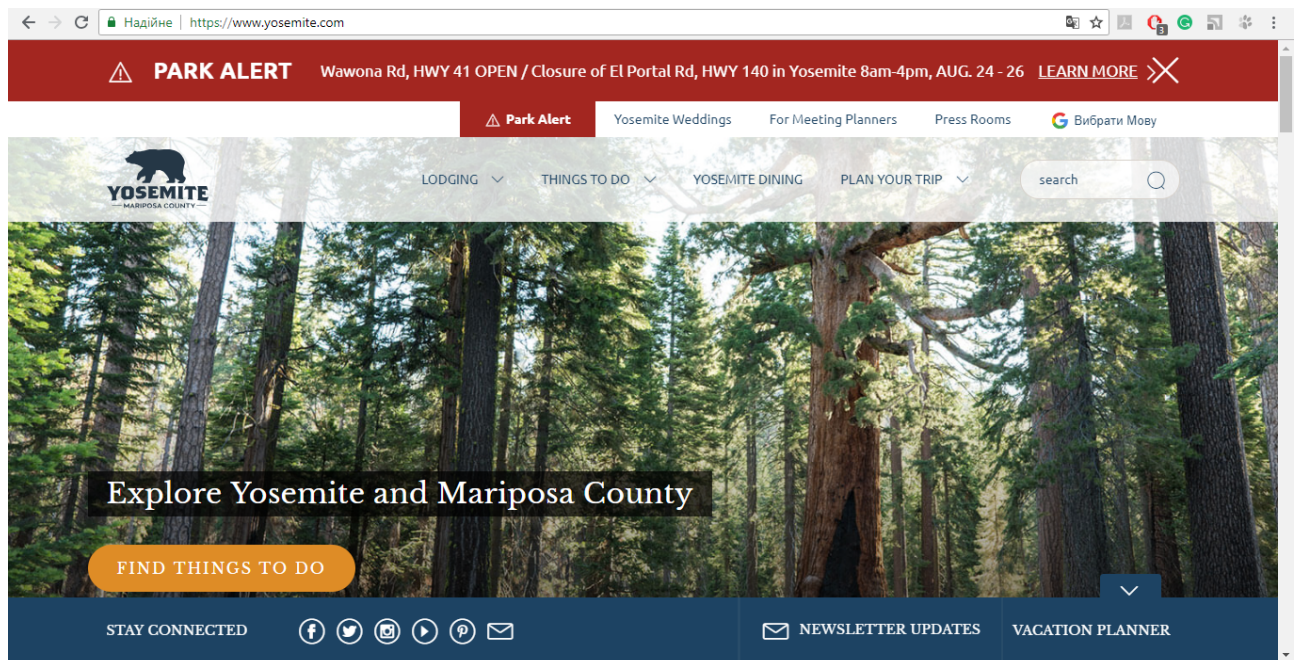




<https://www.yellowstonepark.com/>



<http://www.yorkshiredales.org.uk/>



<https://www.yosemite.com/>

Project Visibility Requirements for any activity funded by the SNPA-Project

Each product/printing material/object/activity financed by the SNPA-Project must be designed in accordance with the "Requirements for Visibility Branding of Support to Nature Protected Areas Project": http://bit.ly/SNPA_Visibility.

Please be aware that before the production/printing/opening of an object/any activity financed by the Project, layouts of the items are OBLIGATORY to be approved by the Communications Officer mysak@snpa.in.ua in written form. Only approved products/printing materials/objects/activities will be financed by the Project. In case of violation of this requirement, the related costs will not be paid by the Project.

Part III: Draft contract

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 Protection 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. Shevchenko 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</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,</p> <p>hereinafter jointly referred to as Parties, each separately - as the Party,</p>	<p>АГТ ГРУП АГ (Німеччина, м. Ессен), надалі по тексту – „АHT“, 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,</p> <p>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>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 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,</p>	<p>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 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</p>

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 _____,

The signed Declaration of Undertaking is **Annex 2** to this Contract and is its integral part.

The Terms of Reference is **Annex 3** to this Contract and is its integral part.

The Service Provider's Technical proposal dated _____ is **Annex 4** to the Contract and is its integral part.

the Service Provider's Statement of costs cost dated _____ is **Annex 5** to the Contract and is its integral part.

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:

- 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)

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.

(Особливі умови), тут і надалі "Специфікація", що є **Додатком №1** до цього Договору та його невід'ємною частиною, та відповідають пропозиції Надавача послуг від _____.

Підписана Декларація про зобов'язання є **Додатком №2** до цього Договору та його невід'ємною частиною.

Технічне Завдання є **Додатком №3** до цього Договору та його невід'ємною частиною.

Технічна пропозиція Надавача послуг від _____ року є **Додатком №4** до цього Договору та його невід'ємною частиною.

Звіт про витрати Надавача послуг від _____ року є **Додатком №5** до цього Договору та його невід'ємною частиною.

1.3 Наступні документи повинні формувати, читатися і тлумачитися в рамках цього Договору в наступному порядку превалювання:

- 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)

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.

2. OBLIGATIONS OF THE PARTIES

2.1. The Service Provider shall:

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).

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. ЗОБОВ'ЯЗАННЯ СТОРІН

2.1. Надавач послуг зобов'язується:

2.1.1. Своєчасно та якісно надавати Послуги, визначені у Специфікації (Додаток №1 до Договору) та Технічному завданні (Додаток №2 до Договору).

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 усі 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.

<p>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.</p> <p>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.</p> <p>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.</p> <p>2.1.8. Do not disclose confidential information of the Client obtained during the execution of this Contract.</p> <p>2.1.9. Perform any other actions necessary for efficient and proper performance of its obligations under this Contract.</p> <p>2.1.10. Perform in due course other obligations under this Contract as specified in addenda and according to the Civil and Commercial Codes of Ukraine and other legislative acts.</p> <p>2.2. The Service Provider has the right to:</p> <p>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.</p> <p>2.2.2. Propose to the Client contract modifications in the form of addenda.</p> <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, accoring 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</p>	<p>2.1.5. Передавати надані Послуги Замовнику по підписаних Актах передачі-приймання наданих послуг в порядку, передбаченому розділом 6 цього Договору.</p> <p>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.</p> <p>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 на використання послуг конкретної страхової компанії.</p> <p>2.1.8. Не розголошувати конфіденційну інформацію Замовника, отриману при виконанні умов даного Договору.</p> <p>2.1.9. Вчиняти інші дії, необхідні для якісного та належного виконання своїх зобов'язань за цим Договором.</p> <p>2.1.10. Виконувати належним чином інші зобов'язання, передбачені цим Договором, Цивільним і Господарським кодексами України, іншими актами законодавства.</p> <p>2.2. Надавач послуг має право:</p> <p>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.</p> <p>2.2.2. Пропонувати Замовнику вносити зміни до Договору у Додаткових угодах до цього Договору.</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</p>
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<p>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>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 style="text-align: center;">3. CONTRACT VALUE</p> <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.</p> <p>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.</p> <p>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.</p>	<p style="text-align: center;">3. ВАРТІСТЬ ДОГОВОРУ</p> <p>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.</p> <p>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.</p> <p>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.</p>
<p style="text-align: center;">4. PAYMENT</p> <p>4.1 Payment for the provided Services is carried out by the Client in the national currency of</p>	<p style="text-align: center;">4. ПОРЯДОК РОЗРАХУНКІВ</p> <p>4.1 Оплата за надані Послуги здійснюється Замовником в Євро у безготівковій формі шляхом</p>

<p>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.</p> <p>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.</p> <p>4.3 The terms of payment for the provided Services are indicated by the Parties in the Specification (Annex 1 to the Contract).</p> <p>4.4 Payment for the provided Services is done by the Client based on the invoice, signed 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>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.</p> <p>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.</p> <p>4.3 Строки проведення розрахунку за надані Послуги узгоджуються Сторонами у Специфікації (Додаток №1 до Договору).</p> <p>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 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</p>	<p>6. ПОРЯДОК ПЕРЕДАЧІ-ПРИЙМАННЯ ПОСЛУГ</p> <p>6.1. Замовник зобов'язаний протягом 45 днів</p>

<p>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>6.2 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.</p> <p>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.</p> <p>6.4 Objections to the Acceptance Report have to be issued in writing by the Client within 10 working days.</p> <p>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.</p>	<p>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> <p>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.</p> <p>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.</p> <p>6.4. Зауваження щодо Акту передачі-приймання наданих послуг надаються Замовником протягом 10 робочих днів в письмовій формі.</p> <p>6.5. У разі наявності мотивованих заперечень до Акту передачі-приймання наданих послуг, Надавач послуг усуває обґрунтовані 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.</p>
<p>7. AUDIT AND INSPECTIONS</p> <p>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.</p>	<p>7. АУДИТ ТА ПЕРЕВІРКИ</p> <p>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</p>

<p>7.2. The Service Provider acknowledges and agrees that at any time the Client may check any aspect of this Contract provided that such 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>(дострокового розірвання) Договору.</p> <p>7.2 Надавач послуг визнає та погоджується, що у будь-який час Замовник може провести перевірку, яка стосується будь-якого 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 обмежуватись, 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>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>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 отримають 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>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 relevant World Bank Group sector-specific Environmental Health and Safety Guidelines.</p> <p>9.3 The Client ensures that occupational and</p>	<p>9. ВІДПОВІДНІСТЬ ДО НОРМ ОХОРОНИ НАВКОЛИШНЬОГО СЕРЕДОВИЩА, СОЦІАЛЬНІЙ БЕЗПЕЦІ ТА БЕЗПЕЦІ ЗДОРОВ'Я</p> <p>9.1 Замовник, який діє від імені МЕЗД, 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 Проекту узгоджується з загальними та відповідними Керівними принципами охорони навколишнього середовища та охорони</p>

<p>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>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>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>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>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 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. 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 вручається вручну, 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</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>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 набирають чинності з моменту підписання представниками Сторін. Зміни до Договору не можуть змінити предмет або характер договору, а ні умови конкурсних торгів за результатами яких був присуджений первинний Договір. Зміна в ціні за одиницю не дозволяється. Запити щодо укладання Додаткових угод повинні бути надані 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>12.4 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. 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 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 втрачену вигоду із-за</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>положень цього Договору або за будь-які непрямі збитки чи втрачену вигоду, що виникли внаслідок будь-якого діяння чи невиконання цього Договору, навіть якщо ця сторона була поінформована або передбачила можливість такого збитку.</p> <p>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 style="text-align: center;">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>13.2 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 style="text-align: center;">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. 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 МЕЗД 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</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 МЕЗД 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,</p>

<p>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>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 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</p> <p>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.</p> <p>If a Party that failed to fulfil obligations under this Contract due to force majeure did not inform the other party of their occurrence, it is not entitled to rely on those circumstances as grounds for non-fulfilment or untimely fulfilment of their obligations.</p> <p>15.4 Evidence of force majeure and duration of action are the relevant supporting documents issued by the Chamber of Commerce.</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 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 локауту, бойкоти тощо), а також видача заборонних або обмежуючих нормативних актів уряду та/або місцевого самоврядування, інших законних чи незаконних, заборонних чи обмежуючих заходів зазначених органів, які унеможливають виконання Сторонами належним чином своїх зобов'язань за цим Договором або тимчасово перешкоджають такому виконанню.</p> <p>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.</p> <p>Якщо Сторона, яка не змогла виконати зобов'язання за цим Договором внаслідок форс-мажорних обставин, не повідомила іншу Сторону про їх настання, вона не має права посилається на ці обставини як на підставу невиконання чи невчасного виконання нею своїх зобов'язань.</p> <p>15.4 Доказом виникнення форс-мажорних обставин та тривалості їх дії є відповідні підтверджуючі документи, видані Торгово-промисловою палатою.</p> <p>15.5 Якщо форс-мажорні обставини та/або</p>

<p>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.</p> <p>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.</p>	<p>їх наслідки тимчасово перешкоджають повному або частковому виконанню зобов'язань за цим Договором, то термін виконання зобов'язань продовжується на строк дії таких обставин чи усунення їх наслідків.</p> <p>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>
<p>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>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>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</p>	<p>17. ГАРАНТІЇ ТА ПІДТВЕРДЖЕННЯ</p> <p>17.1 Сторони гарантують і підтверджують, що в них відсутні обставини, які примусили їх укласти цей Договір на не вигідних 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</p>

<p>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 concealment of facts.</p>	<p>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>
<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 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</p>

<p>18.7 Annexes and integral part of this 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 _____ <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>Відбудови).</p> <p>18.7 Додатками та невід'ємною частиною 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 <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</p> <p align="center">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 _____</p> <p>Account № _____</p> <p>in _____</p> <p>E-mail: _____</p> <p>_____ / _____ /</p> <p align="center">М.П.</p>	<p>НАДАВАЧ ПОСЛУГ :</p> <p>Місцезнаходження: _____</p> <p>ЄДРПОУ _____</p> <p>Рахунок № _____</p> <p>в _____</p> <p>електронна пошта: _____</p> <p>_____ / _____ /</p> <p align="center">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

<p>Description of Services: Development of communication tools and materials for the target protected areas of the SNPA project and for protected areas in Ukraine (websites, informational and promotional videos and photo databases):</p> <ul style="list-style-type: none"> • Development of website template and based on it websites for the eight target PAs of the SNPA project • Adaptation of target PAs' logos to the corporate design of PAs • Development of a website template for the PAs • Development of a general website for all PAs in Ukraine plus website administration and production of content till April 2022 (possibility of prolongation) • Development of interactive maps for the target PA websites • Development of an interactive map for the general website of all PAs in Ukraine • Design of nine infographics: one for each of the eight target PA websites and for the general PA website • Production of promotional videos for each target PA and one general video about all PAs • Development of a photo database for each target PA (approx. 150 high-quality photos per PA) • Establishment of the general Facebook page for all Ukrainian PAs • Communication training for the PA employees 	<p>Перелік Послуг: Створення веб-сайтів, відеороликів, фотобаз та проведення комунікаційних навчань для цільових природно-заповідних територій (ПТ) проекту та загалом для ПТ України, а саме:</p> <ul style="list-style-type: none"> • Розроблення шаблону та, базуючись на ньому, розроблення 8 сайтів для цільових ПТ проекту • Розроблення загального сайту ПТ та його наповнення з моменту запуску сайту та до квітня 2022 року (можливе продовження) • Модифікація наявних логотипів восьми цільових територій згідно з корпоративним дизайном ПТ України • Розроблення інтерактивних карт для сайтів цільових ПТ • Розроблення інтерактивної карти ПТ України для загального сайту ПТ України • Дизайн інфографік для сайтів цільових ПТ та для загального сайту ПТ • Виготовлення відеороликів для цільових ПТ та загального про усі ПТ • Створення фотобаз для цільових ПТ (орієнтовно 150 якісних фотографій на виході для кожної з 8 ПТ) • Запуск сторінки ПТ України у Facebook • Комунікаційні навчання для працівників ПТ
<p>Total value of the Services is _____(_____) UAH excluding VAT</p> <p>The Personal Time Sheet of the experts shall be verified by the backstopper and approved by the Authorized representative of AHT Group AG. 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>Робочий табель експерта повинен бути погоджений куратором та затверджений уповноваженим представником АГТ Груп АГ (АНТ Group AG). Заявлена вартість послуг не включатиме 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 016 року</p>
<p>Start date of Providing Service: 15 days after the signing of the contract</p>	<p>Дата початку надання послуг: 15 днів після дати підписання договору</p>
<p>Reporting schedule: Report of each sub-project (individual activity such as development of each website, carrying on training, Production of promotional videos, photo</p>	<p>Графік подання звітів: Звіт за підсумками виконаних робіт по кожному під-проекту (розроблення окремого сайту, проведення навчання, Виготовлення</p>

<p>database, etc.) within 1 month from the date of fulfilment of the sub-project. Final report after the presentation of executed services of the final sub-project</p>	<p>відеороликівб Створення фотобаз, тощо) подається протягом 1 місяця з дати завершення під-проекту Кінцевий звіт за підсумками виконаних робіт по останньому під-проекту</p>
<p>Delivery deadline of the Services: till “_____” _____ року</p> <p>Terms of payment:</p> <ul style="list-style-type: none"> 10% of the total value of the contract will be paid as a prepayment during 15 working days from the day of signing the contract. 80% of the total value of the contract will be paid as intermediary installments under following conditions: The payment for Package A, calculated as a lump sum, will be done on the quarterly basis against proof of evidence based on the de facto executed activities and presentation of the financial reports. <p>The payment for Package B, calculated as time-based services, will be done on the quarterly basis upon presentation of approved personal timesheets (time reports of personnel).</p> <ul style="list-style-type: none"> 10% of the total value of the contract will be paid as the final payment during 15 days from the day of accepting the final report. <p>Payment conditions: Payments will be done in UAH based on the exchange rate of the National Bank of Ukraine on the day of payment.</p>	<p>Строк надання Послуг: до _____ року</p> <p>Строки проведення розрахунків:</p> <ul style="list-style-type: none"> 10% від загальної вартості договору буде сплачено як попередня оплата протягом 15 робочих днів з дня підписання контракту. 80% від загальної вартості договору буде сплачено як проміжні оплати згідно з наступними умовами: Оплата за Пакет А, розрахована як фіксована одноразова сума, буде здійснюватися щоквартально на підставі фактично проведених заходів та представлення фінансових звітів. <p>Оплата за Пакет В, розрахована як послуги що базуються на почасовій оплаті, буде здійснюватися щоквартально після представлення затвердженого таблицю фактично використаного робочого часу персоналу (часові звіти персоналу).</p> <ul style="list-style-type: none"> 10% від загальної вартості контракту буде сплачено як остаточний платіж протягом 15 днів з дня затвердження кінцевого звіту. <p>Умови оплати: Оплата повинна здійснюватись у гривнях, відповідно до курсу валют, встановленого Національним Банком України в день оплати</p>
<p>CLIENT: AHT Group AG Registered at the address in Ukraine: 79039 Lviv, Str. Shevchenko 70/1 Phone: +380322330423, Account № 26004000029062 JSC “UKREXIMBANK”, affiliated branch in Lviv city, MFO 325718</p> <p>ЗАМОВНИК: АГТ ГРУП АГ (AHT GROUP AG)</p> <p>Місцезнаходження в Україні: 79039, м. Львів, вул. Шевченка, 70/1 Tel. +380322330423, Рахунок № 26004000029062 в філії АТ “УКРЕКСІМБАНК” у м. Львові, МФО 325718</p> <p>Authorized representative/ Уповноважений представник</p> <p>_____ <i>signature, stamp</i></p> <p>Michael Brombacher /Міхаель Бромбахер</p>	<p>SERVICE PROVIDER:</p> <p>Address: _____</p> <p>Reg. Number _____</p> <p>Account № _____</p> <p>in _____</p> <p>E-mail: _____</p> <p>НАДАВАЧ ПОСЛУГ :</p> <p>Місцезнаходження: _____</p> <p>ЄДРПОУ _____</p> <p>Рахунок № _____</p> <p>в _____</p> <p>електронна пошта: _____</p> <p>_____/_____</p>

III. DECLARATION OF UNDERTAKING

Annex №2/ Додаток №2
to the Service Contract / до Договору про надання послуг №_____ від/dated «___» _____
2019

IV. TERMS OF REFERENCE

Annex №3/ Додаток №3
to the Service Contract / до Договору про надання послуг №_____ від/dated «___» _____
2019

V. TECHNICAL PROPOSAL

Annex №4/ Додаток №4
to the Service Contract / до Договору про надання послуг №_____ від/dated «___» _____
2019

V. STATEMENT OF COSTS

Annex №5/ Додаток №5
to the Service Contract / до Договору про надання послуг №_____ від/dated «___» _____
2019