

Support to Nature Protected Areas (SNPA) in Ukraine

MENR / KFW

Project Implementation Unit – Steering Division

Project Implementation Unit – Implementation Division (AHT GROUP AG)

Part I: Invitation to Tender

Competent service providers	DATE: September 14, 2020
	REFERENCE: IT-2019-2-service-GIS and IT

Dear Sir / Madam:

We kindly invite you to submit your technical and financial proposal to provide services for: **GIS and IT services for the Development of a Cadaster System for Protected Areas: Recruiting a consortium of IT specialists for the development of the protected area (PA) cadaster software and the technical integration of PA cadaster data into MENR's central information platform on PAs, Lot3.**

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 23.12.2020** 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 will 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 of MENR 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 regarding 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) on or before 07.12.2020 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: Administrative Proposal

Annex 2: KfW Policy – Sanctionable Practice – Social and Environmental Responsibility as well as Section

Annex 3: Eligibility Criteria

Annex 4: Declaration of undertaking

Annex 5: Technical Proposal: Template for “Organization and Methodology”

Annex 6: Technical Proposal: Work Schedule (Tasks and Activities Bar Chart)

Annex 7: Technical Proposal: Template for the presentation of CVs

Annex 8: Financial Proposal Template

Annex 9: 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

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))

Part II: INSTRUCTIONS TO TENDERERS

For: GIS and IT services for the Development of a Cadaster System for Protected Areas

Date: September 14, 2020

Reference Number: IT-2019-2-services-GIS and IT services

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 KfW's latest "Guidelines for the Assignment of Consultants". 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)). The present purchase is carried out by AHT GROUP AG acting on behalf of MENR 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 (MENR).

1. Services to be provided

The services required by the Contracting Authority are described in the Terms of Reference (see Annex 7). 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	09.12.2020	12:00 (GMT+3)
Deadline for requesting clarifications from the Contracting Authority	10.12.2020	12:00 (GMT+3)
Last date on which clarifications are issued by the Contracting Authority	17.12.2020	-
Deadline for submission of tenders	23.12.2020	12:00 (GMT+3)

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

3. Participation

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

3.2 Company eligibility evidence shall be provided in the form of company registration, Company Tax registration with TIN (Tax Identification Number).

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 Administrative offer, Technical offer and a Financial offer, which must be submitted in separate envelopes (see clause 10). Each administrative offer, 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 Administrative offer

The administrative offer must include the following documents:

- The company profile shown in Annex 1 to these instructions giving, among others, up to five verifiable references of similar contracts executed over the last 5 years;
- The company registration documents;
- Financial reports (certified balance sheets and profit-loss account) for the past three years;
- A statement that the company is not approaching bankruptcy;
- Signed declaration of undertaking shown in Annex 2 to these instructions.

4.2 Technical offer

The Technical offer must include the following documents:

- (1) The description of organization and methodology (see template in Annex 3) proposed for the services of the SNPA Project giving a detailed description of tasks to be performed by experts of the service provider as well as details on the selection and particular experience of the proposed experts.
- (2) Work schedule (see template in Annex 4)
- (3) The presentation of curricula vitae (CV) of the proposed experts according to the model given in Annex 5 of these instructions. The CVs shall indicate whether the proposed persons belong 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 their personnel with experts having at least the same qualification.

4.3 Financial offer

The Financial offer must include the following documents:

- (1) Budget breakdown with Detailed Cost Calculation (see Template in Annex 6).

The Financial offer must be presented in Euro and must be submitted using the template (Annex 6, 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 the experts as specified in the ToR. Travel and transportation costs are to be presented on a lump sum basis.

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 their 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, against presentation of an invoice.
- 80% of the total value of the contract will be paid in intermediary installments, against presentation of invoice(s) and corresponding evidence documents, under following conditions:
Payments calculated as time-based services, will be done on a quarterly basis upon presentation of Timesheets (time reports of personnel).
Payments calculated as a lump sum, will be done on a quarterly basis against proof of evidence based on the de facto executed activities and presentation of the financial reports.
- 10% of the total value of the contract will be paid as the final payment, against invoice, 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. The 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: **IT- 2019-2-service-** GIS and IT

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 and provided personally to all the bidders

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 09-12-2020 via skype or zoom meeting. Invitation to the pre-proposal meeting will be sent to participants shortly before to the event.

10. Submission of tenders

The Contracting Authority must receive the tenders on or before 12:00 (GMT+3) on 23.12.2020.

They must include all the documents specified in Clause 4 of these Instructions and send them 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 — Administrative offer', 'Envelope B — Technical offer' and the second envelope containing 'Envelope C — 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 (IT- 2019-2-service- GIS and IT);
- 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 in a grouping – consortium – of tenderers, which are effectively established in Ukraine; Consortium members should present a copy of joint cooperation agreement between the parties. 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 one phase. Administrative, Technical, and Financial proposals will be opened immediately in the presence of Transparency International Ukraine.

Administrative Evaluation

The compliance of the documentation presented by the tenderer with the administrative requirements specified in Chapter 4.1 is verified. Any non-compliant offer will be rejected.

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 the exclusion of the applicant.

Technical proposals shall be assessed based on the following key criteria:

№	Criteria		Score, up to points
1	Description of Organization and Methodology		20
	1.1	Rationale (up to 7 points)	
	1.2	Working methodology (up to 5 points)	
	1.3	Work plan (schedule) (up to 3 points)	
	1.4	Backstopping (up to 5 points)	
2	Reference of firm in international donor funded projects		03
3	Qualifications and experience of proposed experts		74
	3.1	IT-manager (up to 15 points)	
	3.2	IT-business analyst (up to 10 points)	
	3.3	IT-software engineer (up to 10 points)	
	3.4	IT-database engineer (up to 10 points)	
	3.5	IT-QA engineer (up to 10 points)	
	3.6	IT-UX/UI designer (up to 10 points)	
	3.7	IT-DevOps engineering (up to 9 points)	
4	Overall presentation of the proposal bid		03
	Total		100

N.B: Technical documents with a score of less than 75 (seventy five) of 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.

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 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 the Project Steering Division of the Project Implementation Unit (PIU-SD) at MENR.

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: Administrative Proposal – Company Profile

BRIEF COMPANY PROFILE	
The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of AHT GROUP AG by indicating the following:	
Full registration name	
Year of foundation	
Legal status	
Legal address	
Actual address	
Bank information (bank address, account numbers, SWIFT, BIC, etc.)	
VAT payer status	
Contact person name	
Contact person email	
Contact person phone	
Company/Organization's core activities	
Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations (If any);	
Business Licenses – Registration Papers, Tax Payment Certification, etc.	EDRPOU, ID tax number Copies of State registration and Tax registration should be attached
Latest Audited Financial Statement or Financial results (2017 -2019) ¹	Copies of income statement and balance sheet should be attached
Track Record of major relevant projects executed over the past 5 years. The number of references to be provided must not exceed 5.	Please indicate here the List of clients (name of legal entity), indicating description of contract scope, contract duration, contract value, contact references;
Certificates and Accreditation	Please indicate here, copies of Auditor certificates should be attached
Consortium Agreement	Please provide the Agreement on the Joined cooperation
Please provide contact details of at least 3 previous partners for reference	
Other relevant information	Declaration of Undertaking Statement that the company is not approaching bankruptcy

¹ If audited Financial statements are not available the tenderer should provide the statements verified by the stamp of the Fiscal service, or Statement of acceptance of report by Fiscal Service

Annex 2: KfW Policy – Sanctionable Practice – Social and Environmental Responsibility

1) Sanctionable Practice

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

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

Moreover, KfW requires to include in the Contracts a provision pursuant to which Contractors must permit KfW and in case of financing by the European Union also to European institutions having competence under European law to inspect the respective accounts, records and documents relating to the Tender Process and the performance of the Contract, and to have them audited by auditors appointed by KfW.

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

- (a) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;
- (b) declare misprocurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

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

Coercive Practice	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.
Fraudulent Practice	Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
Obstructive Practice	Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.

Sanctionable Practice

Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

2) Social and Environmental Responsibility

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

- (a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation² (ILO) and international environmental treaties and;
- (b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

² 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.

Annex 3: Eligibility Criteria

Eligibility in KfW-Financed Procurement

1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.
2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:
 - 2.1 are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation;
 - 2.2 have been
 - (a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - (b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;
 - 2.3 have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged and the dispute resolution is still pending or has not confirmed a full settlement against them;
 - 2.4 have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or the PEA's country;
 - 2.5 are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-debarred firms and individual available on the World Bank's website or any other multilateral development bank unless they provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or
 - 2.6 have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant Contract.
- 3 State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to KfW's satisfaction, through all relevant documents, including its charter and other information KfW may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt

Declaration of Undertaking

Reference name of the Application/Offer/Contract: **IT- 2019-2-service-GIS and IT ("Contract")**³

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

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")⁴ 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;

³ 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".

⁴ 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 Organisation⁵ (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

⁵ 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.

auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of⁶: _____

Signature: _____ Dated: _____

⁶ 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 5: 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.
- Description of how the bidder envisages the coordination with the other services providers, the client, the project and other stakeholders. (e.g. through bi-weekly or monthly meetings/exchanges, or on need-basis), sharing of documents and synchronising calendars.

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

N°	Tasks ⁷ (T-..)	Months ⁸⁹											
		1	2	3	4	5	6	7	8	9	n	TOTAL
Block 1													
A-1	<u>Analysis and revision of the guidelines for delimitating PA boundaries</u>												
	1) Project technical setup (development of the required software and database masks, server, communication and management tools)												
	2) Launch and testing of distributed information architecture and web systems (task management, reporting, time management, documentation management, requirements management, quality management, communication)												
	3) Launch and testing of a distributed GIS architecture for the development of local data (archive, cadastral, metadata, etc.)												
A-2	<u>Establishing a working place at MENR with official access to the SLCA cadaster database</u>												
	1) Setting up and testing the working place for the PA Cadaster System Manager												
	2) Install and configure all the necessary IT and software related information systems												

⁷ 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.

⁸ Duration of activities shall be indicated in a form of a bar chart.

⁹ Include a legend, if necessary, to help read the chart.

	3)IT related and technical fine-tuning position requirements and responsibilities for the Cadaster Officer based at MENR												
	4)Training of the manager on software and IT-related matters												
A-3	<u>Developing technical specifications of the properties of the PA Cadaster data</u>												
	1) Lead on data technical specifications development												
A-4	<u>Creating a full archive with boundary data and associated data for all PAs of Ukraine:</u>												
	1) Development of digital PAs data and metadata framework												
Block 2													
A-5	<u>Setting up an Advisory Group and developing a common vision for the PA Cadaster System among relevant stakeholders</u>												
	1)Assist with the development of the overall vision and concept of the Cadaster development												
A-7	<u>Developing a concept describing the desired specifications of the PA Cadaster Software</u>												
	1)Lead on the development of software specifications (conceptual and business requirements)												
A-8	<u>Development of the PA Cadaster software</u>												
	1)Software development												
	2)Software testing												
	3)Development of user and administrator instructions												
	4)Development of the documentation for the developers												

	including a roadmap for the next versions												
A-9	<u>Creation of Detailed user instructions and documentation. Cadaster data uploading, training and technical support for MENR staff</u>												
	1)Software installation												
	2)Software testing and feedback												
	3)Technical support												
A-10	<u>Training of qualified staff from environmental departments of regional administrations in using the new cadaster system</u>												
	1)Training program and documentation development and testing – IT related part												
A-11	<u>Establishing procedures for exchange of PA Cadaster data between several relevant stakeholders</u>												
	1)Lead with the analysis of technical infrastructure for data exchange and data flows												
	2)Setting up and testing exchange practices (both existing and planned) – IT related matters												
	3)Control of the results and performance of established exchange procedures- – IT related matters												
A-13	<u>Integrating PA Cadaster Data into the MENR's central data and information platform on PAs</u>												
	1)Lead on conceptual and technical analysis of existing information infrastructures												
	2)Aggregation of project experience and it related lessons learnt												

	3)Exploring and defining technical possibilities for integration with existing or planned overall PA data platforms												
A-14	Delivery of technical report to Employer												

Annex 7: 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 8: Financial Proposal Template

Reference number: : IT- 2019-2-service-GIS and IT
 To: AHT GROUP AG
 Name of tenderer: _____

Detailed Cost Calculation

	Description	Unit	N° of Units	Unit price (EUR)	Lump sum* (EUR)
1	Cost of Personnel				
1.1	IT specialist 1 (Manager)	days	21		
1.2	IT specialist 2 (Business Analyst)	days	35		
1.3	IT specialist 3 (Software Engineer)	days	65		
1.4	IT specialist 4 (DB Engineer)	days	17		
1.5	IT specialist 5 (QA Engineer)	days	6		
1.6	IT specialist 6 (UX/UI Designer)	days	6		
1.7	IT specialist 7 (DevOps Engineer)	days	6		
	Total Personnel costs				0,00
2	Travel and Transportation Costs (visit to the regional departments, workshops, meetings)	lump sum	11		
	GRAND TOTAL				0,00

*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.

Signed on behalf of the Tenderer:

Name	
Signature	
Date	

Terms of Reference

Project	Support to Nature Protected Areas in Ukraine”, BMZ No.:2011.6612.3 and 2013.6588.1
Title	GIS and IT services for the development of a Cadaster System for Protected Areas in Ukraine
Short title	Development of a PA Cadaster System
Reference number	IT-2019-2-services-GIS and IT

1. Type of Procurement

The procurement will be conducted in 3 separate Lots:

Lot 1: Recruiting two GIS project managers, one GIS Consultant and one Cadaster Manager to manage, coordinate, and supervise all procurement activities.

These positions require highly skilled and experienced experts (in the field of environmental spatial data management) in a specialized and technically challenging field. Moreover, profound Ukraine and protected areas specific experience will be a prerequisite for the potential personnel of this Lot. As such, only specialists with a long track record of working in Ukraine and in the field of protected area-related boundary designation and cadaster-related work will be suitable to fulfill the requirements of these positions.

Lot 2: Recruiting a consortium of GIS specialist for conducting the GIS-related part of the technical work, including the collection and creation of high-quality PAs cadaster data, assistance with the development of the protected area (PA) cadaster software. The method of procurement will be to conduct a tender under the Limited Competitive Bidding (LCB) procedure, given the time pressure and urgency of the matter explained in Annex 1.

Lot 3: Recruiting a consortium of IT specialists for the development of the protected area (PA) cadaster software and the technical integration of PA cadaster data into MENR’s central information platform on PAs. The method of procurement will be collection of three price quotes.

2. Context

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

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

The project is delivered within the framework of the German Financial Cooperation (FC), financed by the German Ministry of Economic Cooperation and Development (BMZ) through KfW Development Bank. The

Ministry of Energy and Environment Protection (MENR) of Ukraine is responsible for the overall implementation and operation of the project. The project is delivered through an international consortium composed of AHT GROUP AG (lead), Danube-Carpathian Program of WWF International, Frankfurter Zoological Society and the Ukrainian Society for the Protection of Birds (USPB) acting as general Service Provider in the name of MENR.

Ukraine currently has about 8,200 protected areas (PAs) of national, regional and local importance. One important issue that many of these PAs are faced with is uncertainty regarding the formal delineation of their boundaries which results in lack of clarity regarding land-ownership matters. As a result, conflicts for land rights can arise between PA administrations and local communities and the legal security of some PA lands is generally unclear. Currently, there is no complete and structured cadaster system for PAs in which reliable, accurate, and up-to-date data on PA boundaries is archived and accessible from a central access point. In fact, for many PAs, digital data of their boundaries (vector data) does not exist yet. Instead these data are often only available in paper format, text documents, or digital spreadsheet files that are difficult to access and impractical. Moreover, for each PA, there is also an official package of documentation, containing important information about the PA's location, history, conservation aims, protected species and habitats as well as information regarding the designation decision, statute, maps, preservation order, and primary reference card. While such documentation is of great use for management and monitoring purposes of the PAs, they often only exist as paper documents that are scattered amongst various regional and local administrations which makes them unavailable for direct use and puts them under the threat of damage or complete loss.

To address these issues, this procurement aims to support the establishment of a full archive containing vector data of all boundaries as well as the associated official documentation of all of Ukraine's PAs. In addition, a software and web-interface shall be developed to allow for efficient and user-friendly management, access, and updating of the cadaster data.

In doing so, this procurement will contribute to increased legal security of PAs, reducing potential conflicts between PAs and local communities and providing a better understanding of the sizes, locations, and specific characteristics of Ukraine's PAs.

3. Objectives

The main aim of this procurement is to standardize and complete the cadaster data for approximately 8,200 protected areas of all categories and all levels in Ukraine, in order to:

- reduce/avoid land-management and land-ownership conflicts in and around existing protected areas;
- prepare for the planned privatization of agricultural land in Ukraine (as currently prepared by the Ukrainian government).

The governmental State Land Cadaster Agency (SLCA) generally stores and manages various cadaster data of Ukraine, including data on protected areas. A small number of PAs has undergone the official process of so-called "Projects of Land Management Development", resulting in official delimitation of their boundaries and creation of digital boundary data as vector shapefiles. For most other PAs however, boundary data is only available in digital table format or even only as hard copy maps and text files located across different regional offices in Ukraine. As a result, these data are largely inaccessible and missing from the SLCA's database. Thus, there is currently no complete and standardized system in which data of the boundaries and other relevant information on Ukraine's PAs is being stored.

The first objective of this procurement is to create a complete digital archive containing reliable data on the boundaries and associated documentation for all PAs of Ukraine in one centralized database at the MENR (and from there also at the SLCA). This will represent **Block 1** of this procurement.

The second objective of this procurement is to develop a structured PA Cadaster System which will include the establishment of official data exchange procedures between relevant stakeholders and the development of a user-friendly software interface for efficient ways for managing and also publicly accessing the PA cadaster data. This will represent **Block 2** of this procurement.

The following sections describe the required activities and deliverables of each block in detail. The responsibilities of the service providers are specified and details specifically relevant for Lot 3 are highlighted

in green. The completion of the two blocks will be conducted in parallel, i.e. the activities of Block 2 will start together with Block 1 (see Section 7 for a tentative implementation schedule).

4. Block 1

In the first block of this procurement, a full archive with vector data of the boundaries of Ukraine's PAs will be developed (details below). This will be done based on guidelines which were developed by the State Ecological Academy in 2014, aiming to provide instructions for a cost- and time-efficient way for delimitating PA boundaries using satellite and orthophoto images. In a first step however, these guidelines will be tested and revised to represent up-to-date instructions for achieving high-quality results in terms of accuracy and reliability. Next, official approval from the MENR for the revised guidelines shall be obtained. Using the revised guidelines, the creation of vector data for all PAs of Ukraine will be conducted and the full archive of PA boundary data will be created.

For budget calculations, please use the following maximum rates for transport and coffee breaks:

- National transport: up to 80 EUR per roundtrip
- Coffee breaks: up to 100 EUR per workshop day.

4.1 Activities for Block 1

Activity	Responsible parties, effort and budget considerations
<p>1. <u>Analysis and revision of the guidelines for delimitating PA boundaries:</u></p> <p>The Service Providers shall first analyze the “Guidelines for the designation/updating and delimitation of PAs boundaries on cartographical basis (orthophoto images)” (see Annex 2) in terms of technical aspects and theoretical considerations. Next, based on the guidelines, vector boundary data shall be created for the PAs located within four administrative units (rayons) of Zakarpats'ka Oblast (Mizhgirskiy, Hustskiy rayons) and Kharkivska Oblast (Kharivskiy, and Velykoburlutskiy rayon). This will represent a small pilot component in which the guidelines will be tested in practice and with real-world data. This testing phase will aim to assess the feasibility of the guidelines in terms of documentation and data availability, quality of original cartographic materials, satellite imagery accuracy, and delineation accuracy requirements, emphasizing actual landscape features and potential discrepancies in area calculations (related both to the initial mapping accuracy and to the coordinate reference systems in use diversity). The chosen rayons are considered suitable for the evaluation as they provide variation in landscape characteristics. To fulfill this task, the Service Provider shall also consult with the Ukrainian component of the “Society of Conservation GIS” which is a volunteer group of GIS experts dedicated to promoting the application of GIS techniques in the field of environmental activities, increasing the professional levels of GIS users for nature conservation as well as providing GIS support to the administrations of protected areas and nature conservation projects.</p> <p>Based on the lessons learned during this testing phase, the guidelines shall be revised. The new revised version shall then be presented to the MENR and official approval shall be obtained.</p> <p>As part of this activity, the Service Providers shall also identify all alternative data sources related to previous efforts for creating spatial data on PAs, specifically state cadaster, research institutions, and local and regional initiatives. On the one hand, these data may be of use to simplify work and save time. On the other hand, quality assessment and harmonization of this data to fit into the general data flow may require additional effort.</p> <p>Parts of this activity will also require IT specialist support (from Lot 3) for automated data processing server and database maintenance, administration of project support information systems such as the task-management, time-management, project knowledge base, file storage, QA/QQ tools, communication and collaboration tools, etc.</p> <p>Specific tasks to be completed for this activity are:</p>	<p><u>Lot 1:</u> Effort (days):</p> <ul style="list-style-type: none"> - GIS Project Manager 1 (up to 10), - GIS Project Manager 2 (up to 2), - GIS Senior Analyst (up to 10) <p><u>Lot 2:</u> Effort (days):</p> <ul style="list-style-type: none"> - GIS Analyst (up to 25), - GIS Consultant (up to 10), - GIS Technician (up to 10) <p><u>Lot 3:</u> Effort (days):</p> <ul style="list-style-type: none"> - IT specialist (up to 4) <p>Transport costs:</p> <ul style="list-style-type: none"> - 2 trips

<ul style="list-style-type: none"> - Visits to Zakarpats'ka and Kharkivska Oblast and collection of cadaster data from regional archives (two one-day trips by one person) - Development of an official structured list (roster) of PAs for pilot rayons (data and metadata) - Development of the List of Documentation for Different Categories of PAs (white paper) - Development of the test archive for pilot sites (Data and Metadata) <p>The major responsibilities for <u>Lot 1</u> under this activity will be:</p> <ul style="list-style-type: none"> - Overall project launch - External and internal communication - Clarification of requirements and tasks - Risk management - Quality assurance and feedback - Analytical supervision <p>The major responsibilities for <u>Lot 2</u> under this activity will be:</p> <ul style="list-style-type: none"> - Guidelines analysis - Archive data collection and aggregation - PAs roster development - Alternative data sources identification and assessment - Initial data sources analysis - Test archive development - Development of Whitepaper on Documentation <p>The major responsibilities for <u>Lot 3</u> under this activity will be:</p> <ul style="list-style-type: none"> - Project technical setup (development of the required software and database masks, server, communication and management tools) - Launch and testing of distributed information architecture and web systems (task management, reporting, time management, documentation management, requirements management, quality management, communication) - Launch and testing of a distributed GIS architecture for the development of local data (archive, cadastral, metadata, etc.) 	
<p>2. <u>Establishing a working place at MENR with official access to the SLCA cadaster database:</u></p> <p>A specialized working place shall be established at MENR which will have exclusive access to cadaster data located at the SLCA database.</p>	<p><u>Lot 1:</u></p> <p>Effort (days):</p> <ul style="list-style-type: none"> - GIS Manager 1 (up to 2),

<ul style="list-style-type: none"> - The necessary technical equipment (hardware and software) for this working place will be procured via separate tender. - Next, the Service Provider shall arrange an official agreement between the MENR and the SLCA, allowing for the SLCA's cadaster database to be accessed from the MENR. (Currently, the MENR does not have access to all relevant PA cadaster data located at the SLCA.) - Then, the Service Provider will support the MENR in finding (assigning or recruiting but to be paid permanently by MENR) a qualified expert whose work will focus specifically on managing the PA Cadaster System. The newly appointed staff will then receive training from the Service Provider covering the following topics: familiarization with the project aims and activities, technical aspects of obtaining and managing PA cadaster data, delimitating PA boundaries and creating new cadaster data based on the newly revised guidelines. <p>The major responsibilities for <u>Lot 1</u> under this activity will be:</p> <ul style="list-style-type: none"> - External and internal communication - PA Cadaster System Manager: position requirements analysis and development - Analytical and organizational supervision of the Agreement between MENR and SCLA <p>The major responsibilities for <u>Lot 2</u> under this activity will be:</p> <ul style="list-style-type: none"> - Analysis and development of documentation for the MENR-SCLA agreement - Assist with setting up and testing working place for the PA Cadaster Officer based at MENR - Fine-tuning position requirements and responsibilities for the Cadaster manager - Training of the manager <p>The major responsibilities for <u>Lot 3</u> under this activity will be:</p> <ul style="list-style-type: none"> - Setting up and testing the working place for the PA Cadaster System Manager - Install and configure all the necessary IT and software related information systems - IT related and technical fine-tuning position requirements and responsibilities for the Cadaster Officer based at MENR - Training of the manager on software and IT-related matters 	<ul style="list-style-type: none"> - GIS Manager 2 (up to 1), - GIS Senior Analyst (up to 2) - Cadaster Manager (up to 1) <p><u>Lot 2:</u> Effort (days):</p> <ul style="list-style-type: none"> - GIS Consultant (up to 2) <p><u>Lot 3:</u> Effort (days):</p> <ul style="list-style-type: none"> - IT-Specialist (up to 5)
<p>3. <u>Developing technical specifications of the properties of the PA Cadaster data:</u></p> <p>The Service Provider shall develop technical specifications describing the desired properties of the PA Cadaster data. The service provider will do this by analyzing and summarizing the recommendations from the Advisory Group meetings, consulting with external specialists, and developing technical notes and whitepapers (see also Activity 5 in Block 2).</p> <p>The Service Provider jointly with MENR and key stakeholders shall supervise the revision and updating of the Guidelines on Maintenance of the State Cadaster on PAs. The updated guidelines shall become a basis for the amendments to the National Law on Protected Areas, section 8 devoted specifically to the State Cadaster on Protected Areas.</p>	<p><u>Lot 1:</u> Effort (days):</p> <ul style="list-style-type: none"> - GIS Manager 1 (up to 8), - GIS Manager 2 (up to 2), - GIS Senior Analyst (up to 8) - Cadaster Manager (up to 4) <p><u>Lot 2:</u> Effort (days):</p>

<p>The resulting specifications shall describe:</p> <ul style="list-style-type: none"> - The properties of the documentations data in terms of: the data contents (types of documents), the quality assurance (assessments of completeness, resolution, and presence of duplicates), and the metadata (documentation lineage, filetypes, license and distribution policy). - The properties of the boundary data in terms of: the process of creating the data, the required spatial accuracy, the attributes structure, and the metadata (data creation procedure, lineage, filetypes and attributes, distribution policy). <p>The major responsibilities for <u>Lot 1</u> under this activity will be:</p> <ul style="list-style-type: none"> - External and internal communication - Iterative clarification of requirements and tasks - Risk management - Quality assurance and feedback - Collection and analysis of recommendations from the Advisory Group and consultations - Analytical supervision <p>The major responsibilities for <u>Lot 2</u> under this activity will be:</p> <ul style="list-style-type: none"> - Revision and updating of the Guidelines on Maintenance of the State Cadaster on PAs - Support the data technical specifications development - Preparing amendments to the National Law on Protected Areas, specifically section 8 - Updating Instruction on the state cadaster on PAs (see also activity 7) <p>The major responsibilities for <u>Lot 3</u> under this activity will be:</p> <ul style="list-style-type: none"> - Lead on data technical specifications development 	<ul style="list-style-type: none"> - GIS Analyst (up to 10), - GIS Consultant (up to 10) <p><u>Lot 3:</u> Effort (days):</p> <ul style="list-style-type: none"> - IT-specialist (up to 2)
<p>4. <u>Creating a full archive with boundary data and associated data for all PAs of Ukraine:</u></p> <p>Based on the revised guidelines, the Service Provider shall delimitate the boundaries of all PAs in Ukraine, i.e. creating vector data with high accuracy and reliability. These data shall be organized into one common spatial database. In addition, the database shall also be accompanied by a documentation archive on PAs, containing all the available documentation of each PA (including documentation regarding: the designation decision, statute, preservation order, maps, primary reference card, conservation goals, species, habitats, recommended conservation management practices, and land-use limitations).</p> <p>This database shall also contain all the input data that were used for deriving the vector data. Major efforts during this activity will be spent on obtaining the required input data. For many PAs, this will include visiting regional offices where data on PA boundaries and documentation may only exist in hard copies. Paper maps shall be digitized and geo- referenced for developing digital boundary files.</p>	<p><u>Lot 1:</u> Effort (days):</p> <ul style="list-style-type: none"> - GIS Manager 1 (up to 76), - GIS Manager 2 (up to 20), - GIS Senior Analyst (up to 5) <p><u>Lot 2:</u> Effort (days):</p> <ul style="list-style-type: none"> - GIS Analyst (up to 5), - GIS Technician (up to 1750),

<p>Specific tasks for this activity will include:</p> <ul style="list-style-type: none"> - 20 trips to regional offices for collecting the PA Cadaster data from archives (to cover all administrative units/oblasts of Ukraine except for Donetska, Luhanska, Crimea, Kyiv, and the two visited during Activity 1) - Developing the official structured list (roster) of PAs (data, metadata and technical documentation) - Analyzing the completeness of the documentation archive (whitepaper) - Developing practical guidelines on archive support and development (technical note) - Creating digital PA cadaster data and metadata - Describing the development of cadaster data, metadata and documentation data (technical note) <p>The major responsibilities for <u>Lot 1</u> under this activity will be:</p> <ul style="list-style-type: none"> - External and internal communication - Iterative clarification of requirements and tasks - Risk management - Quality control and feedback - Analytical supervision <p>The major responsibilities for <u>Lot 2</u> under this activity will be:</p> <ul style="list-style-type: none"> - Scaling of internal systems for managing communication, tasks, quality, communication, file and data management - Support for managers (planning, quality control, time management, communication) - Collecting source data and information from regional offices - PAs roster and accompanying documentation development - Preparing technical notes on each delivery - Assist with the development of digital PAs data and metadata <p>The major responsibilities for <u>Lot 3</u> under this activity will be:</p> <ul style="list-style-type: none"> - Development of digital PAs data and metadata framework 	<ul style="list-style-type: none"> - GIS Consultant (up to 5) <p><u>Lot 3:</u> Effort (days):</p> <ul style="list-style-type: none"> - IT-specialist (up to 6) <p>Transport:</p> <ul style="list-style-type: none"> - Up to 20 trips to regional offices
--	---

4.2 Deliverables for Block 1 for Lot 3

1. The guidelines for delimitating PA boundaries using cartographical methods are analyzed, tested and revised. Official approval for the revised guidelines is obtained from MENR.

Service Provider for Lot 3 should provide (up to 4 days):

- Project technical setup (development of the required software and database masks, server, communication and management tools)
- Launch and testing of distributed information architecture and web systems (task management, reporting, time management, documentation management, requirements management, quality management, communication)
- Launch and testing of a distributed GIS architecture for the development of local data (archive, cadastral, metadata, etc.)

2. A specialized working place within the MENR is established with official access to the SLCA cadaster database. One new MENR staff is recruited and trained in working at this working place (obtaining and managing cadaster data, delimitating PA boundaries, creating new cadaster data, etc.)

Service Provider for Lot 3 should provide (up to 5 days):

- Setting up and testing the working place for the PA Cadaster System Manager
- Install and configure all the necessary IT and software related information systems
- IT related and technical fine-tuning position requirements and responsibilities for the Cadaster Officer based at MENR
- Training of the manager on software and IT-related matters

3. Technical specifications of the desired properties of PA Cadaster data are developed.

Service Provider for Lot 3 should provide (up to 2 days):

- Lead on data technical specifications development

4. Based on the revised guidelines, high-quality vector data of the boundaries of all Ukrainian PAs is created. An archive containing the vector data of PA boundaries is created. A digital archive containing all relevant data of PAs is created (including vector data on boundaries and data of PA documentations).

Service Provider for Lot 3 should provide (up to 6 days):

- Development of digital PAs data and metadata framework

5. Block 2

In Block 2, a common vision among relevant stakeholders regarding the purpose, functionality, and structure of the PA Cadaster System will be elaborated and compiled in one agreed-upon concept. Furthermore, official procedures for ongoing data exchange between these stakeholders will be established, aiming to provide all stakeholders with access to up-to-date PA cadaster data. This process will be further supported through the development of a web-based and user-friendly software interface which will improve the ways in which PA cadaster data is entered, stored, accessed, managed, and distributed.

5.1 Activities for Block 2

	Activity	Responsible parties, effort and budget considerations
5.	<p><u>Setting up an Advisory Group and developing a common vision for the PA Cadaster System among relevant stakeholders:</u></p> <p>The needs and expectations of different relevant stakeholders regarding the PA Cadaster System (its purpose, functionality, structure, etc.) shall be discussed and documented during a series of workshops with an Advisory Group. The group of stakeholders will include: (1) MENR, SLCA, and various state agencies (Regional Administrations, State Agency of Forest Resources, State Agency of Water Resources, State Environmental Inspectorate of Ukraine, etc.), as well as (2) local stakeholders such as united territorial communities, land managers, researchers, organizations responsible for PA management, etc. Service Provider with MENR, determine which other stakeholders should be involved in the development of the vision. The Advisory Group will consist of 5-7 experts -selected from the stakeholders- with different backgrounds (MENR representatives, SLCA, nature protection experts, spatial planning managers, NGOs, open data specialists, experts on Big Data) to account for different needs and assure project transparency.</p> <p>From this activity, the Service Provider shall develop a concept describing in general terms the agreed-upon vision of the PA Cadaster System, including its functionality and structure.</p> <p>Throughout the project, six mandatory meetings of the Advisory Group shall be conducted:</p> <ul style="list-style-type: none"> - All meetings shall take place in Kyiv at MENR - Up to 15 participants in total: Advisory Group (up to 7), Lot 1 (up to 3), Lot 2 (up to 2), Lot 3 (1 person), other (up to 3, e.g. from MENR/PAs/regional administrations) - The meetings will be organized by Lot 1 (inviting participants, setting time and date, etc.) - Provisional topics of the planned six to eight meetings will be: <ol style="list-style-type: none"> 1. Revision of the Guidelines on Borders Delimitation 2. Identification of Stakeholders and Data Users' Needs 3. Integration with the other Information Systems 4. Data Exchange Policies between Agencies 5. National and International legislation and regulations (including international requirements (RAMSAR Convention, Bern Convention, World Database on Protected Areas and so on), the laws of the state cadastre 	<p><u>Lot 1:</u> Effort (days):</p> <ul style="list-style-type: none"> - GIS Manager 1 (up to 10), - GIS Manager 2 (up to 3), - GIS Senior Analyst (up to 10) - Cadaster Manager (up to 2) <p><u>Lot 2:</u> Effort (days):</p> <ul style="list-style-type: none"> - GIS Analyst (up to 40), - GIS Consultant (up to 10) <p><u>Lot 3:</u> Effort (days):</p> <ul style="list-style-type: none"> - IT-specialist (up to 1) <p>Advisory Group Meetings (up to 8):</p> <ul style="list-style-type: none"> - Transport costs: up to 48 roundtrips in total (for up to 6 persons per meeting) - Coffee breaks (for up to 8 days)

- (including the relevant thematic cadastres of animals and plants), the national spatial data infrastructure, the law on environmental impact assessment, the land market and other relevant regulatory documents)
6. Training activities and adoption of project's results

Two additional Advisory Group meetings are planned in case new topics and obstacles need to be discussed, otherwise secured costs will be allocated to the local trainings.

The Service Providers from Lot 1 and Lot 2 as well as Lot 3 shall perform current state analysis of existing documented workflows and domains. In addition, they shall outline the elicitation, expectations analysis, and validation/verification efforts as well as clearly indicate who is responsible for what within the context of vision and concept development. The results of the analysis and Advisory Group Meetings will be summarized by the team of Lot 1 in the following whitepapers:

- on stakeholders and data users
- on experience and needs for data integration with other information systems
- on current legislation and regulations
- on data requirements and expectations from different stakeholders and experts to coordinate and align their proposals

The major responsibilities for Lot 1 under this activity will be:

- External and internal communication (start and maintain effective communication with stakeholders; communication with state and regional departments)
- Advisory Group meetings organization
- Overall analytical supervision
- Iterative clarification of requirements and tasks
- Risk management
- Quality assurance and feedback

The major responsibilities for Lot 2 under this activity will be:

- AG establishment support
- Communication and facilitation support
- Current state analysis
- AG meetings results analysis
- Assist with the the development of the overall technical vision and concept of the Cadaster development
- Results summarization in the whitepapers

	<p>The major responsibilities for <u>Lot 3</u> under this activity will be:</p> <ul style="list-style-type: none"> - Assist with the development of the overall vision and concept of the Cadaster development 	
6.	<p><u>Conducting three Workshops at MENR to introduce and present the PA Cadaster System:</u></p> <p>The GIS Project Manager (Lot 1) shall organize three workshops to be conducted at MENR in Kyiv at (1) the beginning, (2) the middle, and (3) the end of the cadaster project.</p> <p>The purposes of these workshops will be:</p> <ul style="list-style-type: none"> - Workshop 1: Introducing the PA Cadaster project, discussing the overall scope and expectations of the new Cadaster system, explanation and discussion of the need for revising the guidelines for delimitating PA boundaries. - Workshop 2: Discussing intermediary results of the PA Cadaster project, discussing the concept of the software. - Workshop 3: Presenting the results of the PA Cadaster project and discussing the future perspectives of the PA Cadaster System. <p>Each workshop will last one day and will have up to 20 participants:</p> <ul style="list-style-type: none"> - up to 3 from Lot 1, - up to 5 from Lot 2 and if applicable from Lot 3 - up to 12 from MENR/Society of Conservation GIS/other relevant authorities <p>Transport costs to Kyiv (roundtrips) shall be budgeted for up to 6 persons for each workshop.</p> <p>The major responsibilities for <u>Lot 1</u> under this activity will be:</p> <ul style="list-style-type: none"> - External and internal communication - Workshops organization <p>The major responsibilities for <u>Lot 2</u> under this activity will be:</p> <ul style="list-style-type: none"> - Preparation of presentations, briefs and analytical notes for the workshops - Communication at the workshops - Discussions facilitation 	<p><u>Lot1:</u> Effort (days):</p> <ul style="list-style-type: none"> - GIS Manager 1 (up to 10) - GIS Manager 2 (up to 2) - GIS Senior Analyst (up to 3) - Cadaster Manager (up to 2) <p><u>Lot 2:</u> Effort (days):</p> <ul style="list-style-type: none"> - GIS Analyst (up to 4) - GIS Consultant (up to 10) <p>Other:</p> <ul style="list-style-type: none"> - Transport: Up to 18 round trips in total - Coffee breaks (up to 3 days)
7.	<p><u>Developing a concept describing the desired specifications of the PA Cadaster Software:</u></p> <p>The Service Provider shall develop a detailed concept for the envisaged PA Cadaster software solution. Experts of Lot 1 and Lot 2 will jointly perform business analysis and development a concept describing the desired specifications and quality criteria of the PA Cadaster Software. This will allow to consider the specific needs of the Ministry and other potential users of the PA Cadaster Software.</p>	<p><u>Lot 1:</u> Effort (days):</p> <ul style="list-style-type: none"> - GIS Manager 1 (up to 2), - GIS Manager 2 (up to 1), - GIS Senior Analyst (up to 4)

<p>The information stated in the concept shall include:</p> <ul style="list-style-type: none"> - the analytical abilities of the software, - the functionality of the software interface, - the levels of hierarchy of data access, - the different types of users of the system. <p>Software for PAs Cadaster of Ukraine should be built on the basis of the general infrastructure of data exchange in corporative and global information networks with use of modern web-portal and service-oriented technologies for creation, storage and access to information resources, including developing of a single portal of geospatial data.</p> <p>Basic functions of the software must include:</p> <ul style="list-style-type: none"> - graphical web user interface for access and management of the thematic database of the software module and its application functions; - database of thematic geospatial data of the software module; - database of the catalog of object classes and their attributes for thematic geospatial data of the software module; <p>General system tools of the Platform should provide:</p> <ul style="list-style-type: none"> - expansion of the data warehouse server with new databases and modification of existing ones; - use of an electronic catalog of geospatial object classes to customize the forms and tables of the web user interface for outputting and editing data in the application modules of the system; - setting up projects of electronic maps, which are formed by geoinformation services using basic and thematic geospatial data of application software modules; - printing of documents, reports and electronic maps; - support for working with spatial data in the local coordinate system, USK2000 and WGS84; storing spatial PA data in a spatial database as GIS shapefiles (ESRI shapefiles). - storing non-spatial PA data (digitized documentation copies) alongside the spatial data, thus providing all relevant information on PAs in one place. - access management to provide data security (At the early stage of the PAs Cadaster existence the rights to edit and modify the data will be only granted to the PAs Department (or Agency) - illustrating spatial information on web-based maps, with links to access the non-spatial data. - remote and user-friendly access and management of the PA cadaster data. - support to the full data life cycle for each entity, from creation to cancellation of PAs. 	<ul style="list-style-type: none"> - Cadaster Manager (up to 20) <p><u>Lot 2:</u> Effort (days):</p> <ul style="list-style-type: none"> - GIS Analyst (up to 10), - GIS Consultant (up to 7) <p><u>Lot 3:</u> Effort (days):</p> <ul style="list-style-type: none"> - IT-specialist (up to 2) <p>Workshop (1):</p> <ul style="list-style-type: none"> - Transport costs for up to 7 persons - Coffee breaks (one day)
--	---

	<p>For this activity, the Service Provider shall consult with the SNPA project's GIS officer and relevant MENR personnel (including from the SLCA and State Ecological Academy) to come to agreement which other functionalities and features shall or shall not be included in the PA Cadaster Software. This will be done in a one-day workshop:</p> <ul style="list-style-type: none"> - At MENR in Kyiv - Up to 20 persons: Lot1 (up to 3), Lot 2 (up to 5), Lot 3 (up to 3), MENR (up to 3), Advisory Group (up to 7) - The Project Manager (Lot 1) shall organize the workshop: invite external participants, find suitable dates, etc. <p>Finally, the Service Provider shall formulate a detailed description of the desired concepts and specifications. These specifications shall be referred to as a conceptual and business requirements document, including functional requirements, non-functional requirements, data requirements, constraints/limitations, detailed documented use cases and user stories. The use cases document should contain: users, description, trigger, preconditions, standard flow, alternative flows, exceptions, special requirements, assumptions, notes and issues. These will provide the basis for the actual development of the software.</p> <p>Based on the concept the Service Provider jointly with MENR will prepare the updated version of the Instruction on the content and development of documentation of the state cadaster on protected areas of Ukraine, approved by the order #67 of the Ministry of Natural Resources of 16.02.2005. The updated version should substitute the old one as a new official guideline on national PAs cadaster content development and maintenance.</p> <p>The major responsibilities for <u>Lot 1</u> under this activity will be:</p> <ul style="list-style-type: none"> - <u>External and internal communication</u> - clarification of requirements and tasks - Risk management - Quality assurance and feedback - PAs Cadaster software concept development <p>The major responsibilities for <u>Lot 2</u> under this activity will be:</p> <ul style="list-style-type: none"> - Development of the concept of the PA Cadaster software - Assist with the development of software specifications (conceptual and business requirements) - Development of the updated version of the Instruction on the state cadaster on PAs <p>The major responsibilities for <u>Lot 3</u> under this activity will be:</p> <ul style="list-style-type: none"> - Lead on the development of software specifications (conceptual and business requirements) 	
8.	<u>Development of the PA Cadaster software:</u>	<u>Lot 1:</u> Effort (days):

	<p>The Service Provider shall develop the fully functional PA Cadaster software according to the specifications developed in the previous activity. In addition, detailed user and administrator instructions as well as documentation for developers (for future adaptation and updates) shall be developed.</p> <p>The major responsibilities for <u>Lot 1</u> under this activity will be:</p> <ul style="list-style-type: none"> - <u>External and internal communication</u> - Iterative clarification of requirements and tasks - Risk management - Quality assurance and feedback <p>The major responsibilities for <u>Lot 2</u> under this activity will be:</p> <ul style="list-style-type: none"> - Development of user and administrator instructions - Development of the documentation for the developers including a roadmap for the next versions <p>The major responsibilities for <u>Lot 3</u> under this activity will be:</p> <ul style="list-style-type: none"> - Software development - Software testing - Development of user and administrator instructions - Development of the documentation for the developers including a roadmap for the next versions 	<ul style="list-style-type: none"> - GIS Manager 1 (up to 6), - GIS Manager 2 (up to 2), - GIS Senior Analyst (up to 3) - Cadaster Manager (up to 17) <p><u>Lot 2:</u> Effort (days):</p> <ul style="list-style-type: none"> - GIS Analyst (up to 10), - GIS Technician (up to 5), - GIS Consultant (up to 5) <p><u>Lot 3:</u> Effort (days):</p> <ul style="list-style-type: none"> - IT-manager (up to 15), - IT-business analyst (up to 20), - IT-software engineer (up to 40), - IT-database (up to 14), - IT-QA (up to 6), - IT-UX/UI (up to 6), - IT-DevOps (up to 6)
9.	<p><u>Cadaster data uploading, training and technical support for MENR staff:</u></p> <p>The PA Cadaster software shall be installed at the MENR working place and at least two qualified MENR staff shall be trained in using it and administering it (i.e. managing PA cadaster data through the software, including the updating of existing data and uploading of new data). The first cadastral data should be entered into the developed system from the eight PAs, which are the focal areas of the SNPA project, namely: Carpathian Biosphere Reserve, Gorgany Nature Reserve, Carpathian NNP, Verkhovynskyi NNP, NPP "Synevyr", Yavorivskyi NPP, Vyzhnytskyi NPP and Uzhanskyi NPP. Throughout the duration of this procurement, the Service Provider shall provide continuous support in the use of the software and the uploading and management of cadaster data of all PAs of Ukraine.</p> <p>The major responsibilities for <u>Lot 1</u> under this activity will be:</p> <ul style="list-style-type: none"> - <u>External and internal communication</u> - Iterative clarification of requirements and tasks 	<p><u>Lot 1:</u> Effort (days):</p> <ul style="list-style-type: none"> - GIS Manager 1 (up to 10), - GIS Manager 2 (up to 1) <p><u>Lot 2:</u> Effort (days):</p> <ul style="list-style-type: none"> - GIS Trainer (up to 10), - GIS Technician (up to 85), - GIS Consultant (up to 3) <p><u>Lot 3:</u></p>

	<ul style="list-style-type: none"> - Risk management - Quality assurance and feedback - <p>The major responsibilities for <u>Lot 2</u> under this activity will be:</p> <ul style="list-style-type: none"> - <u>MENR staff training</u> - <u>Software testing and feedback</u> - <u>Technical support for cadaster data uploading</u> <p>The major responsibilities for <u>Lot 3</u> under this activity will be:</p> <ul style="list-style-type: none"> - <u>Software installation</u> - <u>Software testing and feedback</u> - <u>Technical support</u> 	<p>Effort (days):</p> <ul style="list-style-type: none"> - IT-specialist (up to 2)
10.	<p><u>Training of qualified staff from environmental departments of regional administrations in using the new cadaster system:</u></p> <p>One qualified staff from each environmental department of regional administrations (approx. 25 people) shall be trained regarding the new Cadaster System, focusing on the data properties, web-interface capabilities and usage. The training shall include practical case studies and usage scenarios. Apart from building capacities for the usage of the system, this training will also promote best practices for disseminating cadaster data and will lead to further data uptake by relevant stakeholders.</p> <p>The trainings will take place in 5 individual training workshops:</p> <ul style="list-style-type: none"> - 2 in Kyiv, 1 in Lviv, 1 in Kharkiv, 1 in Odessa - On average 4-5 trainees per workshop (up to 25 trainees in total) - One day - Lot 1 will be responsible for organizing the workshops (inviting participants, finding times, dates, venues, etc.) <p>The Service Providers shall develop a comprehensive program for these trainings which shall include practical training materials as well as technical descriptions (case studies) for various stakeholders of how to use the PA Cadaster data.</p> <p>The major responsibilities for <u>Lot 1</u> under this activity will be:</p> <ul style="list-style-type: none"> - <u>External and internal communication</u> - Iterative clarification of requirements and tasks - Risk management - Quality assurance and feedback - <u>Organization of the workshops</u> 	<p><u>Lot 1:</u></p> <p>Effort (days):</p> <ul style="list-style-type: none"> - GIS Manager 1 (up to 6), - GIS Manager 2 (up to 2) <p><u>Lot 2:</u></p> <p>Effort (days):</p> <ul style="list-style-type: none"> - GIS-Analyst (up to 4) - GIS Trainer (up to 30), - GIS-Technician (up to 5), - GIS-Consultant (up to 5) <p><u>Lot 3:</u></p> <p>Effort (days):</p> <ul style="list-style-type: none"> - IT-specialist (up to 1) <p>Training workshops (up to 5):</p> <ul style="list-style-type: none"> - Transport for trainers: 5 round trips - Transport for participants: up to 25 round trips in total

	<ul style="list-style-type: none"> - <u>Workshops outputs analysis</u> <p>The major responsibilities for <u>Lot 2</u> under this activity will be:</p> <ul style="list-style-type: none"> - Training program and documentation development and testing - Performing training work shops - Fine-tuning training documentation according to the feedback collected during workshops <p>The major responsibilities for <u>Lot 3</u> under this activity will be:</p> <ul style="list-style-type: none"> - Training program and documentation development and testing – IT related part 	<ul style="list-style-type: none"> - Coffee breaks (up to 5 workshop days in total)
11.	<p><u>Establishing procedures for exchange of PA Cadaster data between several relevant stakeholders:</u></p> <p><u>Between MENR and SLCA:</u> The Service Provider shall determine the order and structure of interaction and data exchange between MENR and SLCA. A mechanism for the constant updating of PA cadaster data between the two parties shall be established to ensure constant up-to-date data sources. Using the established procedures, the Service Provider shall ensure, in cooperation with SLCA, that the newly obtained boundary data of PAs is uploaded to the SLCA's Public Cadastral Map of Ukraine which is a publicly accessible web service through which cadaster information (including about PA boundaries) can be accessed (displayed on maps). This will represent a vital activity as the Public Cadastral Map of Ukraine is the primary source of public information on PA locations and sizes, land use limitations, and responsible parties.</p> <p><u>Between MENR/SLCA and external stakeholders:</u> Exchange of PA Cadaster data between MENR/SLCA and several external (geo)information systems shall be established. These will include: the state program "Open Environment", the Forestry Agency, WWF, the World Database of Protected Areas (WDPA), and the State Open Data Portal. Well-defined data exchange practices with these parties will significantly promote the use of up-to-date Cadaster data among relevant practitioners (from land managers to researchers). This will lead to better decision making (e.g. on sustainable land management, nature conservation, and territorial planning) and will serve to avoid or solve land-use conflicts.</p> <p>To simplify the data exchange and make sure the data preserves its quality and completeness during (re)distribution, it is going to be delivered in Open Formats. These formats are interoperable as they can be implemented by both proprietary and open-source software. Specific steps and practices to sustain consistent and smooth data exchange will be discussed and defined during the Advisory Group Meetings.</p> <p>The major responsibilities for <u>Lot 1</u> under this activity will be:</p> <ul style="list-style-type: none"> - External and internal communication 	<p><u>Lot 1:</u> Effort (days):</p> <ul style="list-style-type: none"> - GIS Manager 1 (up to 10), - GIS Manager 2 (up to 2), - GIS Senior Analyst (up to 10) - Cadaster Manager (up to 8) <p><u>Lot 2:</u> Effort (days):</p> <ul style="list-style-type: none"> - GIS Analyst (up to 25), - GIS Trainer (up to 2), - GIS Consultant (up to 10) <p><u>Lot 3:</u> Effort (days):</p> <ul style="list-style-type: none"> - IT-manager (up to 3) - IT-specialist (up to 2)

	<ul style="list-style-type: none"> - Analysis of existing interaction experience and exchange procedures between MENR, SCLA, external stakeholders - Iterative clarification of requirements and tasks - Risk management <p>The major responsibilities for <u>Lot 2</u> under this activity will be:</p> <ul style="list-style-type: none"> - Analysis of existing interaction experience and exchange procedures between MENR, SCLA, external stakeholders - Assist with the analysis of technical infrastructure for data exchange and data flows - Setting up and testing exchange practices (both existing and planned) - Control of the results and performance of established exchange procedures <p>The major responsibilities for <u>Lot 3</u> under this activity will be:</p> <ul style="list-style-type: none"> - Lead with the analysis of technical infrastructure for data exchange and data flows - Setting up and testing exchange practices (both existing and planned) – IT related matters - Control of the results and performance of established exchange procedures- – IT related matters 	
12.	<p><u>Preparation of reports:</u></p> <p>Reports to be published:</p> <ul style="list-style-type: none"> • Foreign (EU) workflows and institutions analysis • Foreign (EU) legislation and regulations, comparison with national, recommendations • Analysis and recommendations for the complex of workflows and data exchange related to cadaster • Development of recommendations of using orthophoto for the PAs cadaster system • Development of the proposals on MENR-SLCA cooperation (roadmap) <p>Other reports:</p> <ul style="list-style-type: none"> • Development of recommendations (roadmap) for legislation and regulations enhancement, institutional structure and workflows update, open data usage etc. • Recommendations on integration of the PAs Cadaster into the other information systems • Development of the proposals on promotion and visibility of PAs Cadaster Data <p>The major responsibilities for <u>Lot 1</u> under this activity will be:</p> <ul style="list-style-type: none"> - External and internal communication - Iterative clarification of requirements and tasks - Quality control and feedback 	<p><u>Lot1:</u> Effort (days):</p> <ul style="list-style-type: none"> - GIS Manager 1 (up to 10) - GIS Manager 2 (up to 2) - GIS Senior Analyst (up to 20) - Cadaster Manager (up to 3) <p><u>Lot 2:</u> Effort (days):</p> <ul style="list-style-type: none"> - GIS Analyst (up to 54) - GIS Consultant (up to 20)

	<ul style="list-style-type: none"> - Overall analytical supervision <p>The major responsibilities for <u>Lot 2</u> under this activity will be:</p> <ul style="list-style-type: none"> - Information collection and selection of the most useful and reliable sources - Data and information generalization - Analytical writing - Institutional and legislative analysis - International experience collection and analysis - Analysis of SLCA-MENR cooperation (current and prospective) - Visibility use-cases development - Exploring technical capabilities of other information systems to integrate with 	
13.	<p><u>Integrating PA Cadaster Data into the MENR's central data and information platform on PAs.</u></p> <p>The MENR is planning to establish a centralized platform, containing various kinds of data and information about the PA sector. Among others, PA cadaster data is planned to be one type of data featured on this platform. The Service Provider shall therefore develop the concept for such an integration and subsequently conduct it. The concept development will be based on the analytical reports and roadmaps (see Activity 12), the results of the software development (Activity 8) and training activities (Activities 9 and 10), and will take into account the available technological infrastructure as well as legislative and regulative changes. The specific tasks related to this block include:</p> <ul style="list-style-type: none"> • Analysis of existing informational infrastructures related to nature conservation and PA management within MENR, nationally and internationally • Analysis of possibilities for integration with existing and planned nature conservation and PA-related cadasters, specifically flora and fauna, Emerald network, Ramsar sites, and for the fulfillment of national and international reporting requirements • Aggregation of project experience and development of technical recommendations for the planned information platform • Integration of the PA data developed within the project into MENR's information platform if such a platform already exists, otherwise preparation of a roadmap for such integration <p>The major responsibilities for <u>Lot 1</u> under this activity will be:</p> <ul style="list-style-type: none"> - External and internal communication - Iterative clarification of requirements and tasks - Quality assurance and feedback 	<p><u>Lot1:</u> Effort (days):</p> <ul style="list-style-type: none"> - GIS Manager 1 (up to 5) - GIS Manager 2 (up to 2) - GIS Senior Analyst (up to 10) - Cadaster Manager (up to 10) <p><u>Lot 2:</u> Effort (days):</p> <ul style="list-style-type: none"> - GIS Consultant (up to 15) <p><u>Lot 3:</u> Effort (days):</p> <ul style="list-style-type: none"> - IT-manager (up to 3) - IT-business analyst (up to 15) - IT--specialist (up to 3)

	<ul style="list-style-type: none">- Overall analytical supervision <p>The major responsibilities for <u>Lot 2</u> under this activity will be:</p> <ul style="list-style-type: none">- Assistance with the conceptual and technical analysis of existing information infrastructures- Aggregation of project experience-- <p>The major responsibilities for <u>Lot 3</u> under this activity will be:</p> <ul style="list-style-type: none">- Lead on conceptual and technical analysis of existing information infrastructures- Aggregation of project experience and it related lessons learnt- Exploring and defining technical possibilities for integration with existing or planned overall PA data platforms	
--	--	--

5.2 Deliverables for Block 2, Lot 3

1. The Advisory Group is established.
Service Provider for Lot 3 should provide (up to 1 day):
 - Assist with the development of the overall vision and concept of the Cadaster development
2. A concept describing the desired specifications of the PA cadaster software is developed. An updated version of the Instruction on the content and development of documentation of the state cadaster on protected areas of Ukraine (approved by the order #67 of the Ministry of Natural Resources of 16.02.2005) is developed
Service Provider for Lot 3 should provide (up to 2 days):
 - Lead on the development of software specifications (conceptual and business requirements)
3. The PA Cadaster software is developed.
Service Provider for Lot 3 should provide (up to 107 days):
 - Software development
 - Software testing
 - Development of user and administrator instructions
 - Development of the documentation for the developers including a roadmap for the next versions
4. Detailed user instructions and documentation for software developers are created. The PA Cadaster software is installed at the MENR working place. At least two MENR staff are trained and supported in using the PA Cadaster software and managing the cadaster data. The first cadastral data entered into the developed system from the eight PAs, which are the focal areas of the SNPA project. Continuous support in the use of the software and the uploading and management of cadaster data of all PAs of Ukraine provided by Service Provider.
Service Provider for Lot 3 should provide (up to 2 days):
 - Software installation
 - Software testing and feedback
 - Technical support
5. One qualified staff from each environmental department of regional administrations is trained in working with the new Cadaster System (including the software).
Service Provider for Lot 3 should provide (up to 1 day):
 - Training program and documentation development and testing – IT related part
6. A formal mechanism for continuous data exchange between MENR and SLCA is established.
Service Provider for Lot 3 should provide (up to 5 days):
 - Lead with the analysis of technical infrastructure for data exchange and data flows
 - Setting up and testing exchange practices (both existing and planned) – IT related matters
 - Control of the results and performance of established exchange procedures- – IT related matters
7. The new PA boundary data is entered into the SLCA's Public Land Cadaster Map. Formal procedures for exchange of PA cadaster data between MENR/SLCA and external (geo)information systems of relevant stakeholders are established.
Service Provider for Lot 3 should provide (up to 21 days):
 - Lead on conceptual and technical analysis of existing information infrastructures
 - Aggregation of project experience and it related lessons learnt
 - Exploring and defining technical possibilities for integration with existing or planned overall PA data platforms

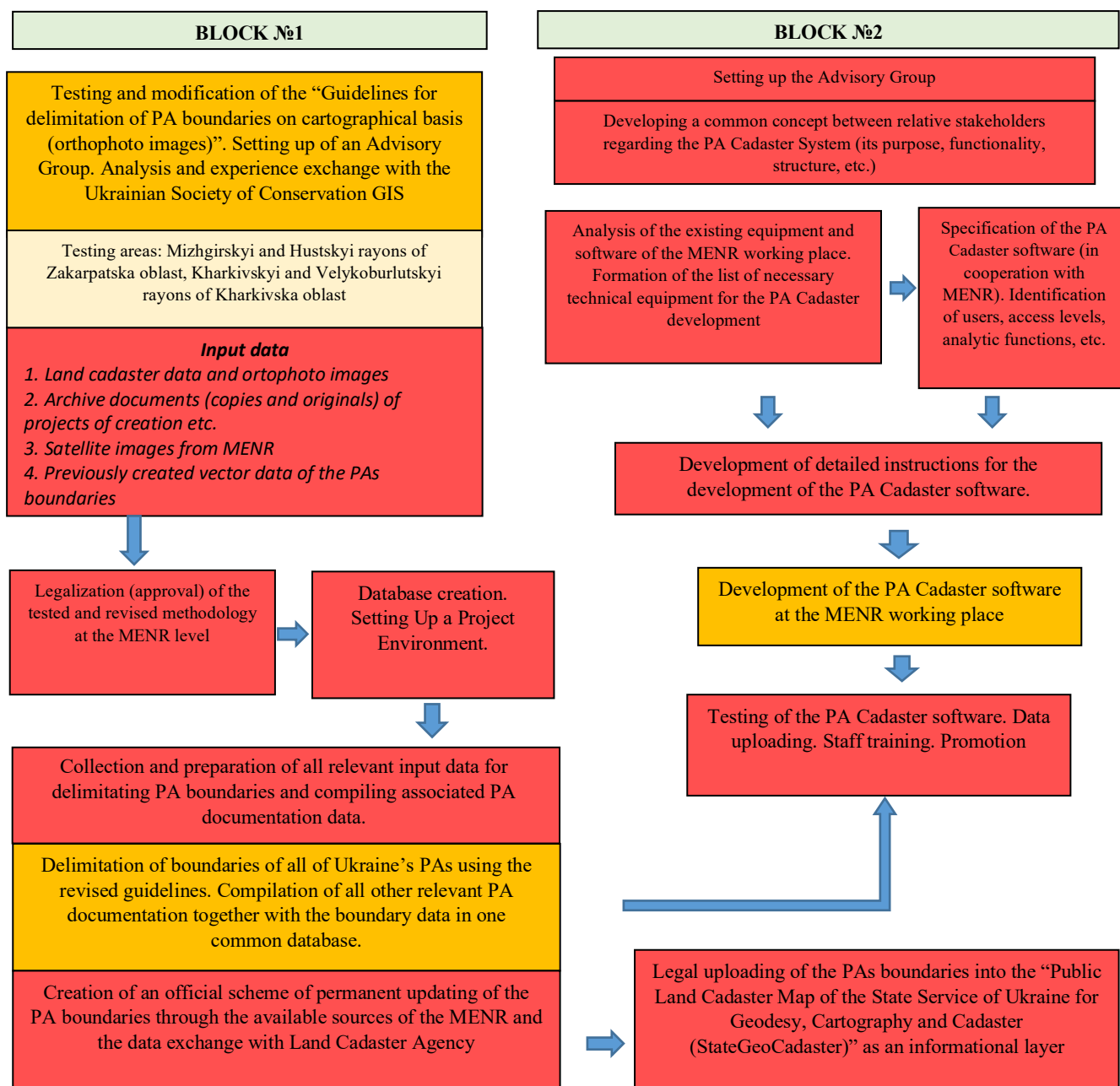


Figure 1: Implementation scheme

6. Tentative implementation schedule

The procurement will have a total duration of up to 2,5 years. During the first year, the Service Providers will focus on planning and supporting the creation of a geospatial database of PA boundaries and the development of the final version of the PA Cadaster system, including the database and software interface. The Service Provider shall focus in this year also on the provision of IT support and training of MENR staff. In subsequent years the focus will be the provision of data to regularly update the database and also – after the data is approved – initiate the data exchange between different stakeholders. Ultimately, all protected areas of Ukraine will have vectorized boundary data, stored centrally in the PA Cadaster System.

The Service Provider will conduct the activities according to the following tentative time schedule:

Activities	Year 1				Year 2				Year 3	
	I	II	III	IV	I	II	III	IV	I	II
Block 1:										
1. Testing and revision of guidelines for boundary delimitation										
2. Establishing work place and entry point into SLCA database at MENR										
3. Developing technical specifications of the properties of PA Cadaster data										
4. Creating the full archive with boundary data and associated data for all PAs of Ukraine										
Block 2:										
5. Setting up an Advisory Group and developing a common vision for the PA Cadaster System among relevant stakeholders										
6. Conducting three Workshops at MENR to introduce and present the PA Cadaster System										
7. Developing a concept describing the desired specifications of the PA Cadaster Software										
8. Development of the PA Cadaster software										
9. Training and technical support for MENR staff										
10. Training of qualified staff from environmental departments of regional administrations in using the new cadaster system										
11. Establishing procedures for exchange of PA Cadaster data between several relevant stakeholders										
12. Preparation of reports										
13. Integrating PA Cadaster Data into the MENR's central data and information platform on PAs.										

7. Personnel and Effort

- **GIS project manager**

Required qualifications:

- National GIS expert with extensive working experience in Ukraine
- Minimum Master's degree in natural sciences
- More than 10 years of professional experience related to GIS, mapping, boundary delineation work, with a clear focus and track record to the country's protected area system
- Experience working in international projects related to GIS, mapping and boundary delineation works
- Fluent/Advanced English language skills (speaking and writing)

This person will be responsible for:

- Developing (in cooperation with relevant stakeholders) the concepts for the PA Cadaster System and the software interface
- Coordinating, managing, and supervising teams working on GIS tasks
- Coordinating the connection between GIS activities and IT activities
- Supervising the progress of IT activities
- Ensuring close cooperation with relevant MENR personnel
- Reporting
- Coordination with the SNPA team leader and conservation officer
- Overseeing work progress of Lot 2, collecting and approving time sheets from Lot 2, and advising Head of Lot 2 to issue salary payments.

Estimated effort: up to 165 days

2. Deputy GIS project manager

This position has the same qualification requirements as the GIS project manager (see above). He/she will support the work of the GIS project manager when assistance is required.

Estimated effort: up to 42 days

3. GIS Senior Analyst

Required qualifications:

- National GIS expert with extensive work experience in Ukraine
- Minimum Master's degree in natural sciences with a focus on Geography/Mapping/GIS
- More than 10 years of professional experience related to GIS, mapping, boundary delineation work, with a clear focus and a substantial track record to the country's protected area system
- Experience working in international projects related to GIS, mapping and boundary delineation works
- Intermediate English language skills (speaking and writing)

This person will be responsible for:

- Working closely with the manager to lead and tracking
- Developing (in cooperation with relevant stakeholders) the concepts for the PA Cadaster System and the software interface
- Developing (in cooperation with relevant stakeholders) the requirements for spatial data and software features
- Development and implementation of documented work processes including quality assurance procedures, ensuring products quality
- Supervising the progress of GIS data development and training activities
- Supervising the progress of Consultants

- Assisting the GIS project manager where needed

Estimated effort: up to 88 days

4. Cadaster Manager / Head of technical cadaster work

Required qualifications:

- National GIS and cadaster expert with extensive work experience in Ukraine
- Education degree in natural sciences related to spatial GIS experience or geography in general
- Preferably at least 10 years of professional experience and track record in cadaster related matters, web programming and IT related matters, especially with a protected areas focus. Also proven GIS experience required and work with the nature conservation sector in general.

This person will be responsible for the administration and work progress of Block 2:

- Overseeing the progress of the technical project work, including both GIS and IT programming work, in particular the online/website programming for the cadaster database
- Assist analysts and manager where needed
- Developing (in cooperation with analysts) the requirements for spatial data and software features, white papers

Estimated effort: up to 67 days in total

The personnel for this Lot will be recruited directly (direct procurement). The chosen person meets all of the described requirements. See Annex 1 for details.

7.2 Lot 2

Applicants for this Lot must consider all associated expenses that may arise for the fulfilment of the tasks, such as travel expenses for visits to regional departments (up to 80 EUR per roundtrip) and coffee breaks for workshops (up to 100 EUR per workshop day). These must be included in the overall budget calculations. See details of each Activity in Sections 4.1 and 5.1.

The personnel to be contracted for Lot 2 will conduct all the GIS-related activities of the procurement.

GIS Specialists

There will be 3 different types of GIS specialists required, each with specific responsibilities:

1. GIS Analysts and trainers: up to 3 persons

Required qualifications:

- National GIS expert
- Preferably at least 10 years previous professional experience in PAs, Nature Conservancy, Conservation laws and related

These persons will be responsible for:

- Assist analysts and manager where needed
- Developing (in cooperation with analysts) the requirements for spatial data and software features, white papers

Estimated effort: up to 229 days in total

2. GIS Technicians: up to 6 persons

Required qualifications:

- Spatial Data development experience
- Proven PAs data development experience
- At least 7 years exp in ArcGIS, QGIS, PostGIS
- Positive experience with quality and timing

These persons will be responsible for:

- Perform data development
- Perform data quality control
- Geodata converting and aggregating
- Assist analysts where needed
- Reporting

Estimated effort: up to 1825 days in total

3. GIS Consultants/short term experts: up to 8 persons

Required qualifications: identical to the qualifications of the GIS Analysts.

These persons will be responsible for contributing with special/technically more narrow expertise to the implementation of the specific GIS and IT-related tasks of this overall activity.

Estimated effort: up to 112 days in total

7.3 Lot 3

Applicants for this Lot must consider all associated expenses that may arise for the fulfilment of the tasks, such as travel expenses for visits to regional departments (up to 80 EUR per roundtrip) and coffee breaks for workshops (up to 100 EUR per workshop day). These must be included in the overall budget calculations. See details of each Activity in Sections 4.1 and 5.1.

The personnel to be contracted for Lot 3 will conduct all the IT-related activities of the procurement.

1. IT-manager

Required qualifications:

- Master Degree in Computer Science, Information Technology or related field
- Deep understanding of Project Management methodologies and best practices
- Deep understanding of Change and RISK management
- Ability to clearly communicate technical concepts to both technical and non-technical audiences
- Web/Enterprise Projects Life Cycle Understanding
- Preferably at least 10 years' experience as a Geospatial IT Project Management
- More than 10 years of professional experience related to the required responsibilities in this procurement
- Detailed knowledge in the fields of: JS, Python, Geoserver, PostGIS, Leaflet, automating of spatial data processing workflows, map servers and spatial DB administration, Linux + Windows administrator, project management systems administrator (JIRA Confluence SharePoint etc.)
- Excellent written and verbal communication skills
- Strong knowledge and experience in business analysis
- Intermediate English language skills (speaking and writing)

This person will be responsible for:

- products and projects delivery
- change and improvements
- definition and specification of the quality for product requirements

- Interpretation of business requirements to and from the technical team
- Team management and creation of technical evaluation with them
- Planning resources and building a relevant timeline
- Effective team management and keeping track of project development quality
- Working with Clients and comply with their expectations

2. IT-business analyst

Required qualifications:

- BA/BS Degree in Computer Science, Information Technology or related field
- Strong analytical, organizational, written and oral communication skills
- Strong presentation, business communication and interpersonal skills
- At least three years of relevant experience
- Ability to analyze and solve problems
- Knowledge of GIS software development

This person will be responsible for:

- Being a liaison between the technical team and internal business units
- Collaboration with technical experts and business units to determine the best possible solutions
- Work with a delivery team and development team to develop and execute plans to test and validate systems/applications and business requirements
- Updating existing and producing new system diagrams using BPMN/UML modeling notations
- Communication of the project status to the management

3. IT-software engineer

Required qualifications:

- Masters in Computer Science
- At least 7 years in software development
- Understanding of geospatial solutions architecture
- Experience in open source geospatial tools and libraries
- Understanding of geospatial data formats and data processing flows
- Experience in relational geospatial databases, map services
- Experience in Web Services and API development using REST
- Familiarity with web UI technology

This person will be responsible for:

- Development of back-end / front-end components
- Improvement of responsiveness and overall performance
- Building of data processing pipelines
- Reviewing architecture and suggesting solutions for improvement
- Development and integration of algorithmic solutions
- Active participation in the development of the best solution

4. IT-database engineer

Required qualifications:

- Minimum of 5 years of experience as DBA
- Advanced knowledge of SQL
- Knowledge of geospatial DBs: PostgreSQL and PostGIS, EsriGDB
- In-depth knowledge of computer programming and data manipulation techniques

This person will be responsible for:

- Development, construction, testing and maintenance of architectures
- Architecture alignment with business requirements
- Data acquisition
- Development of data set processes
- Data usage to discover tasks subject to automation
- Assist GIS analysts

5. IT-QA engineer

Required qualifications:

- Minimum of 3 years of experience as QA engineer
- Experience and understanding of VCS (Git/SVN)
- Knowledge and understanding of agile methodologies
- Experience in writing test documentation
- Experience in QA Automation and related tools
- Test automation scripting

This person will be responsible for:

- Creating and following through on test plans, including writing and executing test cases
- Testing features (UI, UX, Functional, Automation Scripting, Exploratory)
- Bug and defect handling, analyzing deviations between the defined and the actual functional behavior and reporting bugs
- Root cause analysis
- Ensuring requirements are met
- Participation in team activities and product feature design

6. IT-UX/UI designer

Required qualifications:

- Minimum of 5 years of experience in visual design
- Strong visual design skills: understand the place and purpose of interface elements
- Experience in developing both web and mobile apps
- Experience in Design skills: creating wireframes, flows, mockups, specs, etc
- Strong written and verbal communication skills

This person will be responsible for:

- Gathering and evaluating user requirements and behavior
- Illustration of design ideas using storyboards, process flows and maps
- Creating of the original graphic designs (e.g. images, sketches and tables)
- Designing of the graphic user interface elements
- Identification and troubleshooting UX problems
- Adhesion to style standards on fonts, colors and images
- Prototyping and sharing ideas, designs and interaction experiences by creating working prototypes

7. IT-DevOps engineering

Required qualifications:

- Minimum of 5 years of system administration experience for web-based software service ideally built using open-source software components
- Knowledge and familiarity with alerts & monitoring tools, and system management tools for Linux and Windows environments
- Knowledge and familiarity with configuration management tools
- Experience in Geoserver, PostGIS and other Spatial IT Solutions

This person will be responsible for:

- Supporting scalable infrastructure
- Analyzing and improving system architecture
- Implementing the systems and processes that Product Developers use to deploy their software into production
- Building of the system to automatically resolve production incidents before escalating them
- Data flows automation

8. Other requirements

Reporting and electronic files

Reports are to be written in English and Ukrainian language. Geodata should be provided in ESRI shapefile format.

Part III: Draft contract

SERVICE CONTRACT # _____ ДОГОВІР ПРО НАДАННЯ ПОСЛУГ № _____

I. GENERAL CONDITIONS / ЗАГАЛЬНІ УМОВИ

Ukraine, city of Lviv “ ” 2020	Україна, м.Львів « » 2020 року
Reference Number: IT- 2019-2-services-GIS and IT [Project “Support of Nature Protected Areas in Ukraine” BMZ Project Numbers: 2011.6612.3 and 2013.6588.1]	Посилання: IT- 2019-2-services-GIA and IT [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 (MENR) as „Third Authorised Party“ for the management of the KfW funded SNPA-Disposition Fund, being registered at the following address in Ukraine: 79039 Lviv, Str. Shevchenka 70 apt.1 Lviv (Certificate № 283 of Accreditation of the Service Provider legal entity – non resident for the project (program) of international technical assistance dated 10.08.2016, issued by the Ministry of economic development and trade of Ukraine, valid till 30.04.2022), referred to as the Client and represented Mr. Michael Brombacher, who acts upon the above indicated Certificate #283, on one hand and</p> <p>_____, legal entity, registered at the address: _____, identification number of _____ legal entity: _____, hereinafter referred to as the Service Provider, in person of _____, who acts on the base of _____, on the other hand, hereinafter jointly referred to as Parties, each separately - as the Party,</p> <p>concluded this Service contract (hereinafter referred as Contract) as follows:</p>	<p>АГТ ГРУП АГ (Німеччина, м. Ессен), надалі по тексту – “АГТ”, що є акредитованим виконавцем проекту (програми) міжнародної технічної допомоги по проекту «Підтримка природно-заповідних територій в Україні» (ППЗТУ), і діє від імені Міністерства захисту довкілля та природних ресурсів України (МЗДПР) як “Третя уповноважена сторона” для управління Диспозиційним фондом ППЗТУ, фінансованого KfW (Кредитна Установа для Відбудови), зареєстрована адреса в Україні: 79039, м. Львів, вул. Шевченка, буд. 70, кв. 1 (Свідоцтво №283 про акредитацію виконавця (юридичної особи-нерезидента) проекту (програми) міжнародної технічної допомоги від 10.08.2016 року, видане Міністерством економічного розвитку і торгівлі України, дійсне до 30.04.2022 року), надалі по тексту – Замовник, в особі уповноваженого представника Міхаеля Бромбахера (Mr. Michael Brombacher), який діє відповідно до вищевказаного Свідоцтва №283, з однієї сторони, та</p> <p>_____, 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> <p>уклали цей Договір про надання послуг (надалі – Договір) про наступне:</p>
<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, date of execution of Service are determined by the Parties in the Specifications (Special conditions), hereinafter “Specifications”, given in Annex 1 to</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 (Особливі умови), тут і надалі “Специфікація”, що є Додатком №1 до цього Договору та його</p>

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 Cost Calculation 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 Cost Calculation 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.

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.

Розрахунок витрат 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)
- Розрахунок витрат 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.

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

2. 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.

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

<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 delivery and obtain from the Service Provider reliable and correct information about the progress of the execution of the Contract.</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 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. Request information and written reports on fulfillment by the Service Provider of contractual obligations under the Contract.</p> <p>2.4.4. Provide instructions to the Service Provider related to the execution of Services.</p> <p>2.4.5. Request from the Service Provider proper implementation of its obligations under this Contract.</p> <p>2.5. Obligations of the Parties:</p> <p>2.5.1. Assist each other trustfully in carrying out obligations under this Contract.</p> <p>2.5.2. Timely and fully perform their obligations under this Contract.</p> <p>2.5.3. For non-fulfillment or improper fulfillment of obligations under this Contract engage the responsibilities foreseen in this Contract and according to the applicable law.</p>	<p>2.4.3. 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 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</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 перерахування суми вартості наданих послуг 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>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>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 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</p>	<p>6. ПОРЯДОК ПЕРЕДАЧІ-ПРИЙМАННЯ ПОСЛУГ</p> <p>6.1. Замовник зобов'язаний протягом 45 днів з моменту отримання звіту повідомити Надавача послуг про своє рішення щодо документів або звітів, отриманих ним із зазначенням причин, чому даний звіт чи документ підлягає відхиленню, або запросити внести в нього зміни в межах Технічного Завдання. Якщо Замовник не дає ніяких коментарів щодо поданих документів або звітів протягом визначених термінів, Надавач послуг може вимагати їх письмове затвердження. Документи або звіти в будь-якому випадку будуть вважатися схваленими Замовником, якщо</p>

<p>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 Conservation and GIS Officer, GIS Manager 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>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 фахівцем проекту SNPA з природоохоронних питань і ГІС, ГІС Менеджером 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>7.2. 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. 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 (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. 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>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 отримують будь-яку частину коштів, перерахованих Замовником на рахунок Надавача послуг як оплату за надані Послуги, не внесені до списку Комітету Ради Безпеки, який складено відповідно до резолюції Комітету Ради Безпеки 1267 від 15.10.1999 року (зі списком можна ознайомитись на офіційному сайті ООН за наступним посиланням http://www.un.org).</p>
<p>9. ENVIRONMENTAL, SOCIAL AND HEALTH & SAFETY COMPLIANCE</p> <p>9.1 The Client, who acts on behalf of MENR, 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 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>9. ВІДПОВІДНІСТЬ ДО НОРМ ОХОРОНИ НАВКОЛИШНЬОГО СЕРЕДОВИЩА, СОЦІАЛЬНИЙ 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 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</p>	<p>10. ВИКОРИСТАННЯ ПЕРСОНАЛЬНИХ ДАНИХ СТОРІН</p> <p>10.1 Сторони надають одне одному добровільну, повну і безумовну згоду на обробку</p>

<p>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>кожною із Сторін відповідних персональних даних фізичних осіб, які зазначені у якості підписантів цього Договору. Обробка отриманих Сторонами персональних даних повинна здійснюватись виключно з метою забезпечення виконання зобов'язань за Договором, в обсязі і в межах, визначених Законом України «Про захист персональних даних».</p>
<p style="text-align: center;">11. VALIDITY OF THIS CONTRACT. ORDER OF AMENDING THE CONTRACT</p> <p>11.1 The Contract shall come into force upon signature by the authorized representative of the Parties and sealed by the Parties and is valid until "___" December _____, but in any case until the Parties fulfil all their obligations under this Contract.</p> <p>11.2 This Contract may be terminated in the following cases:</p> <p>11.2.1 By mutual consent of the Parties, according to which the Parties sign an agreement for Contract termination.</p> <p>11.2.2 On the initiative of the Client in cases of missed deadlines. In such cases, the Client may send a written request to the Service Provider calling for immediate correction. The Client may terminate the contract if such corrective action is not initiated within 30 calendar days by issuing a rejection notice. The contract is considered terminated from the moment of the receipt by the Service Provider of the Clients' rejection notice. The rejection notice is hand delivered against receipt, or sent by the Client to the Service Provider by registered mail with return receipt. This mail is considered received by the Service Provider on the 5th day after expedition to the Service Provider's address. This includes the rejection by the Service Provider to accept the notification at the post office or not appearing at the post office to receive mail. In such case the Payment for the delivered Services is not refundable.</p> <p>11.3 Changes to the contract are made in the written form of addenda which become valid upon the signature by the duly authorised representatives of both parties. Contract changes may not alter the subject or nature of the contract nor the conditions under which competitive bidding has taken place to award the initial contract. The modification of unit prices is excluded. Addenda are to be requested by the service provider at the latest 30 calendar days before contract expiry. Addenda requested by the Client may not alter the scope of service or the contract value.</p> <p>For any addendum, the non-objection of KfW must be obtained.</p>	<p style="text-align: center;">11. ТЕРМІН ДІЇ ЦЬОГО ДОГОВОРУ. ПОРЯДОК ВНЕСЕННЯ ЗМІН ДО ДОГОВОРУ</p> <p>11.1 Договір набирає чинності з моменту підписання його уповноваженими представниками Сторін та скріплення печатками Сторін та діє до «__» грудня____ року, але в будь-якому випадку до повного виконання Сторонами своїх зобов'язань по цьому Договору.</p> <p>11.2 Дія даного Договору може бути достроково припинена в наступних випадках:</p> <p>11.2.1 За взаємною згодою Сторін, про що Сторонами укладається договір про припинення даного Договору.</p> <p>11.2.2 За ініціативою Замовника у разі прострочення Надавачем послуг своїх зобов'язань за цим Договором щодо надання Послуг понад 30 (тридцять) днів шляхом письмового повідомлення Надавача послуг про дострокове припинення (розірвання дії) Договору. У цьому випадку, у разі відмови Замовника від Договору, цей Договір є розірваним з моменту одержання Надавачем послуг повідомлення Замовника про відмову від Договору. Повідомлення про відмову від Договору 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 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.</p> <p>Для укладення будь-якої додаткової угоди KfW повинно надати своє не заперечення</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>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>12.6 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</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 суми заборгованості за кожен день прострочення платежу. Максимальний розмір пені, яка може бути нарахована не може перевищувати 10% від загальної суми Договору, вказаної в п.3.1. Договору.</p> <p>12.5 Відшкодування збитків та сплата неустойки (пені, штрафу) не звільняє винну Сторону від виконання своїх зобов'язань за даним Договором.</p> <p>12.6 Жодна сторона цього Договору не несе відповідальності перед іншою стороною за будь-які непрямі збитки та врачену вигоду із-за положень цього Договору або за будь-які непрямі збитки чи врачену вигоду, що виникли внаслідок будь-якого діяння чи невиконання цього Договору, навіть якщо ця сторона була поінформована або передбачила можливість такого збитку.</p> <p>12.7 Надавач послуг несе відповідальність перед Замовником за винні порушення своїх договірних зобов'язань, що можуть бути доведені, зокрема за порушення пункту 2. Він також несе відповідальність за своїх субпідрядників у тій же мірі. Відповідальність за заподіяну шкоду не виключається. Крім того, відповідальність Надавача послуг обмежується вартістю Замовлення. Обмеження відповідальності, зазначене у двох попередніх реченнях, не поширюється на умисні дії та грубу необережність.</p> <p>12.8 Замовник несе відповідальність перед Надавачем послуг за винні порушення своїх договірних зобов'язань, що можуть бути доведені, зокрема за порушення пункту 2. Відповідальність за непрямі збитки обмежується</p>

<p>limited to premeditation and gross negligence. Liability for injury to life, limb or health shall remain unaffected.</p>	<p>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.</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.</p>
<p style="text-align: center;">14. KfW REIMBURSEMENT</p> <p>14.1 All reimbursements, guarantee or similar claimable payments and any insurance payments shall be made for account of the Project -Executing Agency to account at KfW, Frankfurt am Main, IBAN: DE53 5002 0400 3800 0000 00, BIC: KFWIDEFF, with KfW crediting such payments to the account of the Recipient. If such payments are made in local currency they shall be remitted to a special account of the Project -Executing Agency in the country of the Project -Executing Agency (Ukraine), which may be drawn on only with the consent of KfW. Such funds may be re-utilized for the execution of the Project with KfW's consent.</p>	<p style="text-align: center;">14. ВІДШКОДУВАННЯ KfW</p> <p>14.1. Усі компенсації, гарантії чи подібні сплачені платежі та будь-які страхові виплати здійснюються в ім'я Агенції виконання проекту на рахунок KfW, Франкфурт-на-Майні, IBAN: DE53 5002 0400 3800 0000 00, BIC: KFWIDEFF, при цьому KfW зараховує такі платежі на рахунок Реципієнта. Якщо такі платежі здійснюються в національній валюті, вони перераховуються на спеціальний рахунок Агенції виконання проекту в країні Агенції виконання проекту (Україні), які можуть бути залучені 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, anthropogenic 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</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</p>

<p>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>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>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 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 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</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</p>

<p>with the jurisdiction of the courts of Essen, Germany.</p>	<p>юрисдикцією суду у м. Ессен, Німеччина України для Договорів укладених.</p>
<p style="text-align: center;">17. GUARANTEES AND CONFIRMATION</p> <p>17.1 The Parties shall ensure and confirm that they are not under circumstances that forced them to enter into this Contract on unfavorable terms; they are not limited to the right to enter into transactions not recognized in the prescribed manner incapacitated in whole or in part; the present Contract is not influenced by error, fraud, violence, severe circumstances, contracting the interests of the Parties in the present Contract is in accordance with this will, without any use of physical or psychological pressure, the will is free, informed and consistent with their inner will, all contract terms are clear to them and do not cause any questions; they still understand the meaning and conditions of this Contract and its legal implications, terms of the Contract are clear and correspond to a real understanding of the Parties; this Contract does not conceal another transaction, is not fictitious and is coming into force with the intention of creating the appropriate legal consequences for the Parties that are stipulated herein.</p> <p>17.2 The Parties confirm that the conclusion and implementation of this Contract, including the fulfillment of the obligations of the Parties would not violate the requirements of current legislation of Ukraine and the rights and interests of third parties protected by law.</p> <p>17.3 While concluding this Contract both parties acknowledge that there is no fraud or concealment of facts.</p>	<p style="text-align: center;">17. ГАРАНТІЇ ТА ПІДТВЕРДЖЕННЯ</p> <p>17.1 Сторони гарантують і підтверджують, що в них відсутні обставини, які примусили їх укласти цей Договір на невігідних умовах; вони не обмежені в праві укладати правочини, не визнані у встановленому порядку недієздатними повністю або частково; даний Договір укладається не під впливом помилки, обману, насильства, тяжкої обставини, укладення Договору відповідає інтересам Сторін, даний Договір укладається у відповідності зі справжньою волею, без будь-якого застосування фізичного чи психічного тиску, волевиявлення є вільним, усвідомленим і відповідає їх внутрішній волі, всі умови Договору є для них зрозумілими і не викликають будь-яких запитань; вони однаково розуміють значення і умови цього Договору та його правові наслідки, умови Договору зрозумілі і відповідають реальній домовленості Сторін; даний Договір не приховує іншого правочину, не носить характеру фіктивного та удаваного правочину та вчиняється з наміром створення відповідних правових наслідків для Сторін, які обумовлені у ньому.</p> <p>17.2 Сторони засвідчують, що укладення та виконання даного Договору, в тому числі, виконання покладених на Сторін зобов'язань не буде порушувати вимоги чинного законодавства України, а також права та інтереси третіх осіб, що охороняються законом.</p> <p>17.3 При укладенні Договору Сторони визнають, що був відсутній будь-який обман чи інше приховування фактів.</p>
<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,</p>	<p style="text-align: center;">18. ІНШІ УМОВИ</p> <p>18.1 Сторони не мають права передавати свої права і обов'язки, що впливають 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,</p>

<p>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 14 pages in Ukrainian and English languages, where the English version prevails, in 3 identical copies of equal legal force, one copy for each Party and one for KfW.</p> <p>18.7 Annexes and integral part of this 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 Cost Calculation 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>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 14 аркушах українською та англійською мовами, з переважанням англійського варіанту, в 3-х ідентичних примірниках, які мають рівну юридичну силу, по одному для кожної із Сторін та один для KfW (Кредитної Установи для Відбудови).</p> <p>18.7 Додатками та невід'ємною частиною 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 Розрахунок витрат 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.</p> <p>Цей договір набирає чинності лише після отримання не-заперечення від KfW щодо контракту, що становить більше 100 000 євро.</p>
<p>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>М.П.</p> <p>SERVICE PROVIDER:</p>	<p>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</p> <p>М.П.</p> <p>НАДАВАЧ ПОСЛУГ :</p>

Address: _____ _____ Reg. Number _____ Account № _____ in _____ E-mail: _____ _____/_____/_____ М.П.	Місцезнаходження: _____ _____ ЄДРПОУ _____ Рахунок № _____ в _____ електронна пошта: _____ _____/_____/_____ М.П.
---	--

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

Annex №1/ Додаток №1

to the Service Contract / до Договору про надання послуг №__ від/dated «__» _____ 2020

Ukraine, city of Lviv
Україна, м.Львів

«__» _____ 2020

Description of Services:

Tasks of Block 1:

1. The guidelines for delimitating PA boundaries using cartographical methods are analyzed, tested and revised. Official approval for the revised guidelines is obtained from MENR.
 - Project technical setup (development of the required software and database masks, server, communication and management tools)
 - Launch and testing of distributed information architecture and web systems (task management, reporting, time management, documentation management, requirements management, quality management, communication)
 - Launch and testing of a distributed GIS architecture for the development of local data (archive, cadastral, metadata, etc.)
2. A specialized working place within the MENR is established with official access to the SLCA cadaster database. One new MENR staff is recruited and trained in working at this working place (obtaining and managing cadaster data, delimitating PA boundaries, creating new cadaster data, etc.)
 - Setting up and testing the working place for the PA Cadaster System Manager
 - Install and configure all the necessary IT and software related information systems
 - IT related and technical fine-tuning position requirements and responsibilities for the Cadaster Officer based at MENR
 - Training of the manager on software and IT-related matters
3. Technical specifications of the desired properties of PA Cadaster data are developed.
 - Lead on data technical specifications development
4. Based on the revised guidelines, high-quality vector data of the boundaries of all Ukrainian PAs is created. An archive containing the vector data of PA boundaries is created. A digital archive containing all relevant data of PAs is created (including vector data on boundaries and data of PA documentations).
 - Development of digital PAs data and metadata framework

Tasks for Block 2:

5. The Advisory Group is established.

Перелік Послуг:

Завдання Блоку 1:

1. Аналізуються, перевіряються та переглядаються вказівки щодо визначення меж ПА за допомогою картографічних методів. Офіційне схвалення переглянутих керівних принципів отримано від Міндовкілля.
 - Технічне налаштування проекту (розробка необхідного програмного забезпечення та масок баз даних, серверів, засобів зв'язку та управління)
 - Запуск та тестування розподіленої інформаційної архітектури та веб-систем (управління завданнями, звітування, управління часом, управління документацією, управління вимогами, управління якістю, комунікація)
 - Запуск та тестування розподіленої ГІС-архітектури для розробки локальних даних (архів, кадастр, метадані тощо)
2. В Міндовкілля створено спеціалізоване робоче місце з офіційним доступом до бази даних кадастрів ДМСА. Один новий співробітник Міндовкілля відбирається та навчається для роботи на цьому робочому місці (отримання та управління даними кадастру, розмежування меж ПА, створення нових даних кадастру тощо)
 - Налаштування та випробування робочого місця для PA Cadaster System Manager
 - Встановлення та налаштування всіх необхідних інформаційних систем, пов'язаних з ІТ та програмним забезпеченням
 - Розробка вимог та відповідальностей за посаду кадастрового спеціаліста пов'язані з ІТ та технічним налаштуванням, що базується в Міндовкілля,
 - Навчання менеджера щодо питань з програмного забезпечення та ІТ-питань
3. Розроблено технічні специфікації бажаних властивостей даних PA Cadaster.
 - Розробка даних технічних специфікацій
4. На основі переглянутих керівних принципів створюються високоякісні векторні дані про межі всіх українських ПТ. Створюється архів, що містить векторні дані меж ПТ. Створюється цифровий архів, що містить усі відповідні дані ПТ (включаючи векторні дані про межі та дані документації ПТ).
 - Розробка цифрових платформ даних та метаданих

Завдання для блоку 2:

5. Створюється консультативна група.
 - Сприяння розробці загального бачення та

<ul style="list-style-type: none"> ▪ Assist with the development of the overall vision and concept of the Cadaster development <p>6. A concept describing the desired specifications of the PA cadaster software is developed. An updated version of the Instruction on the content and development of documentation of the state cadaster on protected areas of Ukraine (approved by the order #67 of the Ministry of Natural Resources of 16.02.2005) is developed</p> <ul style="list-style-type: none"> ▪ Lead on the development of software specifications (conceptual and business requirements) <p>7. The PA Cadaster software is developed.</p> <ul style="list-style-type: none"> ▪ Software development ▪ Software testing ▪ Development of user and administrator instructions ▪ Development of the documentation for the developers including a roadmap for the next versions <p>8. Detailed user instructions and documentation for software developers are created. The PA Cadaster software is installed at the MENR working place. At least two MENR staff are trained and supported in using the PA Cadaster software and managing the cadaster data. The first cadastral data entered into the developed system from the eight PAs, which are the focal areas of the SNPA project. Continuous support in the use of the software and the uploading and management of cadaster data of all PAs of Ukraine provided by Service Provider.</p> <ul style="list-style-type: none"> ▪ Software installation ▪ Software testing and feedback ▪ Technical support <p>9. One qualified staff from each environmental department of regional administrations is trained in working with the new Cadaster System (including the software).</p> <ul style="list-style-type: none"> ▪ Training program and documentation development and testing – IT related part <p>10. A formal mechanism for continuous data exchange between MENR and SLCA is established.</p> <ul style="list-style-type: none"> ▪ Lead with the analysis of technical infrastructure for data exchange and data flows ▪ Setting up and testing exchange practices (both existing and planned) – IT related matters ▪ Control of the results and performance of established exchange procedures – IT related matters <p>11. The new PA boundary data is entered into the SLCA's Public Land Cadaster Map. Formal procedures for exchange of PA cadaster data between MENR/SLCA and external (geo)information systems of relevant stakeholders are established.</p>	<p>концепції розвитку Cadaster</p> <p>6. Розроблено концепцію, що описує бажані технічні характеристики програмного забезпечення кадастру . Розроблено оновлену редакцію Інструкції щодо змісту та розробки документації державного кадастру на заповідні території України (затвердженої наказом Міністерства природних ресурсів № 67 від 16.02.2005)</p> <ul style="list-style-type: none"> ▪ Провідна роль у розробці специфікацій програмного забезпечення (концептуальні та ділові вимоги) <p>7. Розроблено програмне забезпечення PA Cadaster.</p> <ul style="list-style-type: none"> ▪ Розробка програмного забезпечення ▪ Тестування програмного забезпечення ▪ Розробка інструкцій користувача та адміністратора ▪ Розробка документації для розробників, включаючи дорожню карту для наступних версій <p>8. Створюються докладні інструкції та документація для розробників програмного забезпечення. Програмне забезпечення PA Cadaster встановлено на робочому місці Міндовкілля. Щонайменше два співробітники Міндовкілля проходять навчання та підтримку щодо використання програмного забезпечення PA Cadaster та управління даними кадастру. Перші кадастрові дані, введені в розроблену систему з восьми ПТ, які є центральними напрямками проекту SNPA. Постійна підтримка у використанні програмного забезпечення та завантаженні та управлінні кадастровими даними всіх ПТ України, що надається Постачальником послуг.</p> <ul style="list-style-type: none"> ▪ Встановлення програмного забезпечення ▪ Тестування програмного забезпечення та зворотній зв'язок ▪ Технічна підтримка <p>9. По одному кваліфікованому персоналу з кожного екологічного управління регіональних адміністрацій навчений працювати з новою системою Cadaster (включаючи програмне забезпечення).</p> <ul style="list-style-type: none"> ▪ Розробка та тестування навчальної програми та документації - частина, пов'язана з ІТ <p>10. Встановлено офіційний механізм безперервного обміну даними між Міндовкілля та ДМСА.</p> <ul style="list-style-type: none"> ▪ Проводити аналіз технічної інфраструктури для обміну даними та потоків даних ▪ Налаштування та перевірка практики обміну (як існуючої, так і запланованої) - питання, пов'язані з ІТ ▪ Контроль результатів та виконання встановлених процедур обміну - ІТ-питання <p>11. Нові дані про межі ПТ вводяться в Державну карту земельних кадастрів ДМСА. Встановлені офіційні процедури обміну кадастровими даними ПТ між Міндовкілля / ДМСА та зовнішніми (гео) інформаційними системами відповідних зацікавлених сторін.</p>
---	---

<ul style="list-style-type: none"> Lead on conceptual and technical analysis of existing information infrastructures Aggregation of project experience and it related lessons learnt Exploring and defining technical possibilities for integration with existing or planned overall PA data platforms 	<ul style="list-style-type: none"> Проведення концептуального та технічного аналізу існуючих інформаційних інфраструктур Збір сукупного досвіду проекту та пов'язаних з ним уроків Вивчення та визначення технічних можливостей інтеграції з існуючими або запланованими загальними платформами даних ПА
<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 (АHT 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: 5 days after the signing of the contract</p>	<p>Дата початку надання послуг: 5 днів після дати підписання договору</p>
<p>Reporting schedule: Monthly timesheets should be submitted and verified by the GIS manager together with a short technical report during 10 days of the next reporting month. Final technical report should be submitted not later than March 15, 2022.</p>	<p>Графік подання звітів: Щомісячні табелі обліку робочого часу повинні подаватися та перевірятися менеджером ГІС разом із коротким технічним звітом протягом 10 днів наступного звітного місяця. Остаточний технічний звіт повинен бути поданий не пізніше 15 березня 2022 року.</p>
<p>Delivery deadline of the Services: till “_____”</p>	<p>Строк надання Послуг: до _____ 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 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 calculated as time-based services, will be done on the quarterly basis upon presentation of approved personal 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. <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>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 розрахована як фіксована одноразова сума, буде здійснюватися щоквартально на підставі фактично проведених заходів та представлення фінансових звітів. Оплата розрахована як послуги що базуються на почасовій оплаті, буде здійснюватися щоквартально після представлення затвердженого табелю фактично використаного робочого часу персоналу (часові звіти персоналу). 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,</p>	<p>SERVICE PROVIDER:</p>

Str. Shevchenka 70/1
Phone: +380322330423,
Account № 26004000029062
JSC "UKREXIMBANK", affiliated branch in Lviv city,
MFO 325718

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
325718

Authorized representative/ Уповноважений
представник

signature, stamp

Michael Brombacher /Міхаель Бромбахер

Address: _____

Reg. Number _____

Account № _____

in _____

E-mail: _____

НАДАВАЧ ПОСЛУГ :

Місцезнаходження: _____

ЄДРПОУ _____

Рахунок № _____

в _____

електронна пошта: _____

_____/_____

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