



Міністерство  
захисту довкілля  
та природних ресурсів  
України



## Request for Bid Solicitation (RBS)

DATE: September 30, 2021

REFERENCE: NT-2021-19-CBR-Overhaul building M and A

Dear Sir / Madam:

The Ministry of Ecology and Natural Resources of Ukraine *has received* financing from KfW toward the cost of the Project “Support to Nature Protected Areas in Ukraine”, and intends to apply part of the proceeds toward payments under the contract for Overhaul of the buildings A and M on the campus of the Carpathian Biosphere reserve.

The *AHT GROUP AG*, acting as the implementing agency, now invites sealed Bids from eligible Bidders for:

Lot 1: Overhaul of the roof of the administrative and residential building №5 (building A) and of the museum (building M) of the Carpathian Biosphere Reserve on the street Krasne Pleso, 7 in Rakhiv, Zakarpattia region

Lot2: Overhaul of the administrative and residential building №5 (building A) (*roof of the building is excluded*) of the Carpathian Biosphere Reserve on the street Krasne Pleso, 7 in Rakhiv, Zakarpattia region

Bidding will be conducted by means of the National Competitive Bidding procedure with qualification as specified in the KfW Guidelines for Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries (“KfW Guidelines”).

Interested eligible Bidders may obtain further information from AHT Group AG Solomiya Stefanyshyn [stefanyshyn@snpa.in.ua](mailto:stefanyshyn@snpa.in.ua).

A complete set of bidding documents is available to interested Bidders at SNPA website: <http://snpa.in.ua/en/english-tendery>.

Bids must be delivered to the address Shevchenka Str., 70, apt. 1, Lviv, 79039 Ukraine on or before 15:00 (GMT+3) 09/03/2022 **by courier mail or delivery upon signature**. Late Bids will be rejected. Bids will be publicly opened in the presence of the bidders’ designated representatives.

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

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by AHT GROUP AG after it has received the Proposal.

Any Contract that will be issued as a result of this RBS shall be subject to KfW Guidelines for Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries (<https://www.kfw-entwicklungsbank.de/International-financing/KfW-Development-Bank/Publications-Videos/Publication-series/Guidelines-and-contracts/>).

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

AHT GROUP AG implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against AHT GROUP AG, as well as third parties involved in AHT GROUP AG activities. AHT GROUP AG expects its Supplier to adhere to the KfW Code of Conduct found in this link : [www.kfw.de](http://www.kfw.de).

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](mailto:stefanyshyn@snpa.in.ua)

Attachment:

- Annex 1. Conditions of Bid
- Annex 2. Form for Submitting Proposal
- Annex 3. Letter of Bid
- Annex 4. Declaration of Undertaking, KfW Policy – Sanctionable Practice – Social and Environmental Responsibility
- Annex 5. ESHS General and Specific Requirements
- Annex 6. Detailed project design that includes the Bill of quantities
- Annex 7. General Contractor Contract
- Annex 8. Bid security form

Project: “Support of Nature Protected Areas in Ukraine”

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

## **Conditions of Bid**

For: Overhaul of the Buildings A and M on the Campus of the Carpathian Biosphere Reserve.

Date: September 30, 2021

RBS Number: NT-2021-19-CBR-Overhaul building M and A

### **General**

The rules of the present RBS are in accordance with the latest version of the SNPA Project Management Manual. These procedures are compliant with the general KfW Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries.

### **Project Executing Agency**

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

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

### **Presentation of Proposal**

The Proposal should be submitted to the following address:

AHT GROUP AG

Att. Michael Brombacher, Team Leader/ Authorized representative

Solomiya Stefanyshyn, National Procurement and Financial Officer

Project: “Support to Nature Protected Areas in Ukraine”

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

The package shall display the following information:

- the address where proposals are to be sent
- the title of the RBS;
- the Supplier's name;
- Marking:

**"Call for RBS – To be opened only by the Evaluation Committee"**  
**"Документація для ПЗ – відкривати лише представником тендерного комітету"**

### **Language of the Proposal**

The Proposal as well as all communication related to the present Purchase shall be prepared in Ukrainian language.

### **Submission of Proposal**

The Proposal should be sent by courier mail/delivery upon signature or delivered in person, against confirmation of receipt.

The deadline for receipt of proposals is before 15:00 (GMT+3) 09/03/2022 to the address:

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

All proposals received after that deadline will be rejected automatically without being evaluated.

In the course of preparing your proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline.

The applicant must submit one (1) original proposal (clearly marked as “Original”) and two (2) paper copies (marked as “Copy”).

### **Opening of Proposals**

Public opening session is foreseen. Opening shall take place at 13:00 (GMT+3) on 10/03/2022 at the address: Shevchenka Str., 70, apt. 1, Lviv 79039, Ukraine or via zoom conference if there will be Covid 19 quarantine restrictions imposed by the state.

No minimum number of Bids is required in order to proceed to bid opening.

**Validity period of Proposal**

The period of validity of the Proposal is **120 days** from the deadline for receipt of Proposals.

**Request for clarification (additional information)**

Any question, communication or request for additional information concerning this RBS are only permitted in writing by e-mail to the AGT GROUP AG National Procurement and Financial Officer ([stefanyshyn@snpa.in.ua](mailto:stefanyshyn@snpa.in.ua)) up to 10 days before the deadline for the submission of the proposals.

**Pre-Bid meeting**

A Pre-Bid meeting shall take place at the following date, time and place:

Date: 15/02/2022

Time: at 11:00 (GMT+3)

Place: Shevchenko Str., 70, apt. 1, Lviv, 79039 Ukraine or via zoom conference if there will be Covid 19 quarantine restrictions imposed by the state. The representative of Transparency International Ukraine will be present at all sessions as an independent observer.

A site visit conducted by the Employer shall not be organized.

**ESHS General and Specific Requirements**

The applicant must sign the ESHS General and Specific Requirements as provided for this purpose in Annex 5. A Bid not comprising the signed ESHS General and Specific Requirements shall be rejected.

**PAYMENT CONDITIONS****Currency**

The currency of the Proposal is Euro. The unit rates and the prices shall be quoted by the applicant in in Euros.

The source of exchange rate shall be: National Bank of Ukraine. The date for the exchange rate shall be seven (7) days prior to the date of deadline for Proposal submission.

Payment for the work is carried out by the Employer in the national currency of Ukraine in accordance with the official exchange rate of the national currency of Ukraine against the Euro, listed on the official website of the NBU on the date of issuing the invoice by bank transfer of the amount of the executed works without VAT.

**Taxes and duties**

The applicant shall prepare his proposal under the assumption that he shall be exempted from all taxes, duties, levies and other charges. AHT GROUP will supply the Contractor with the document from the Cabinet of Ministers of Ukraine that exempts any procurement of the SNPA project from all taxes, customs duties and charges.

The Registration Card of the Project No. №3450-2 dated 25.02.2021 was issued by the by the Cabinet of Ministers of Ukraine is valid till April 30th, 2022. The registration card gives he 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.”

**Terms of Payment**

Payments are made according to the payment schedule stated in the contract by bank transfer from the AHT GROUP AG account to the Supplier within 5 working days upon the reception by AHT GROUP AG of:

- The Acceptance report of provided works and services
- The original invoice with two copies.
- Invoices are issued after signing the Acceptance report of provided works and services.

**Proposal evaluation**

The single stage procedure for the Procurement of Small Works involves the use of the one envelope system whereby the Qualification Information and the Bids are placed in one envelope by the Bidders. Following the Bid opening the Employer will award the Contract to the Bidder with the Most Advantageous Bid. The Most Advantageous Bid is the Bid that meets the Qualification Criteria and which has been determined to be substantially responsive to the bidding document and has the lowest evaluated cost.

This Section contains all the criteria that the Employer shall use to evaluate the Bids and to determine the qualification of Bidders. No other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the qualification forms included in Annex 2.

Wherever a Bidder is required to state a monetary amount, Bidders should indicate the EUR equivalent using the rate of exchange determined as follows:

- (a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year;
  - (b) Value of single contract - Exchange rate prevailing on the date of the contract.
- Exchange rates shall be taken from the National Bank of Ukraine.

## **1. Evaluation of Bids**

In addition to the criteria listed in Annex 2 – (e) the following criteria shall apply:

### **1.1 Assessment of adequacy of Technical Proposal with Requirements**

The assessment of the Technical Proposal submitted by a Bidder shall comprise (a) evaluation of the Bidder's key equipment and key personnel to carry out the works, (c) construction schedule and (d) sufficiently detailed supply sources. A Bid not comprising Technical Proposal or a Bid for which the Technical Proposal is not substantially responsive (i.e. with material deviation, reservation or omission) shall be rejected.

### **1.2 Assessment of adequacy of the Environmental, Social, Health and Safety (ESHS) Methodology**

The signed ESHS General and Specific Requirements submitted by the Bidder shall be evaluated to determine whether they are substantially responsive (i.e. without material deviation, reservation or omission) to the requirements specified in Annex 5, Works Requirements - ESHS Specifications. A Bid which is not substantially responsive (i.e. with material deviation, reservation or omission) shall be rejected.

## **2. Evaluation of Eligibility and Qualification**

### **2.1 Eligibility**

This Bidding is open to all bidders -legal entities registered in Ukraine. Joint ventures of up to 3 (three partners) are allowed.

### **2.2 Qualification**

To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria

- (a) an average annual financial amount of construction work over the period specified in the Description of requirements
- (b) experience as prime contractor in the construction of at least the number of works of a nature and complexity equivalent to the Works over the period specified in the Description of requirements (to comply with this requirement, works cited should be at least 70 percent complete);
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the Description of requirements;

## **Conflict of Interest**

A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this procurement process, if the Bidder:

- (a) Directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) Receives or has received any direct or indirect subsidy from another Bidder; or
- (c) Has the same legal representative as another Bidder; or
- (d) Has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) Participates in more than one bid in this bidding process, both as an individual firm and as a JV member. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one Bid; or
- (f) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- (g) Any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract implementation; or
- (h) Has a close business or family relationship with a professional staff of the Employer (or of the project implementing agency, or of a recipient of a part of the funds) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in

the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the KfW throughout the procurement process and execution of the contract.

## Description of Requirements

Context of the Requirement. Project name:	Overhaul of the Buildings A and M on the Campus of the Carpathian Biosphere Reserve. RBS Number: NT-2021-19-CBR-Overhaul building M and A Project: “Support of Nature Protected Areas in Ukraine”, BMZ Project Numbers: 2011.6612.3 and 2013.6588.1
Brief Description	The number and identification of lots (contracts) comprising this RBS is: <b><i>Lot 1: Overhaul of the roof of the building A and M of the Carpathian Biosphere Reserve</i></b> <b><i>Lot 2: Overhaul of the building A (roof of the building is excluded) of the Carpathian Biosphere Reserve</i></b>
Place of work execution	Carpathian Biosphere Reserve Krasne Street Pleso, 77 Rakhiv, Zakarpattia region, Ukraine
Deadline of works execution	- 2 months from the date of signing the Contract for Lot1 - 5 months from the date of signing the Contract for Lot2
Currency of Proposal	- Euro Payment is done in UAH in accordance with the official exchange rate of the national currency of Ukraine against the Euro, listed on the official website of the NBU on the date of issuing the invoice
Value Added Tax on Price Proposal	must be exclusive of VAT and other applicable direct or indirect taxes and duties
Validity Period of Proposals (Counting for the last day of submission of quotes)	- 120 days In exceptional circumstances, AHT GROUP AG may request the bidder to extend the validity of the Proposal beyond what has been initially indicated in this RBS. The bidder shall then confirm the extension in writing. Modifications to the proposal are not allowed.
Person(s) to review/inspect/ approve outputs and authorize the disbursement of payment	AHT GROUP AG Team Leader
Type of Contract to be Signed	Works Contract (see Annex 7)
Criteria for Contract Award	1. Lowest Price Quote among technically responsive with the bidder offering implementation with requested qualities and only minor deviations. 2. Full acceptance of the KfW Contract General Terms and Conditions (GTC), signing the Declaration of Undertaking, KfW Policy – Sanctionable Practice – Social and Environmental Responsibility. This is a mandatory criteria and cannot be deleted regardless of the nature of supplies, services or works required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	The technically compliant offer at the lowest price received by AHT GROUP AG. <b><u>Administrative Requirements:</u></b> ✓ Offers must be submitted within the stipulated deadline ✓ Offers must meet required Offer Validity ✓ Offers have been signed by the proper authority ✓ Offers include requested company/organization documentation, including documentation regarding the company/organization’s legal status and registration. ✓ Offers must comply with the following requirements: a) Properly registered company/organization; Joint ventures or consortiums are allowed. Up to 3 JV members are allowed. b) At least 3 (three) years presence on the Ukrainian market with experience in the field of roofs repair (for Lot1) and construction (for Lot2) c) license to perform CC3 class works, significant consequences; declaration or work permit at height. d) essential equipment (owned or leased): - the car onboard with a loading capacity of 5 t - 1 piece;

	<ul style="list-style-type: none"> <li>- the crane automobile with a loading capacity 10 t - 1 piece;</li> <li>- the freight elevator electric with a loading capacity 1t - 1 piece;</li> <li>- metal scaffolding.</li> </ul> <p>e) Minimum annual financial turnover for the last three year for Lot1- 233 000 Euro, for Lot2 – 301 000 Euro. In case the constructor applies for both Lots, the total minimum annual turnover of 534000,00 Euro should be presented</p> <p>f) experience as prime contractor in the construction of at least 3 works of a nature and complexity equivalent to the works over the 3 years period</p> <p>g) The amount and currency of the bid security shall be:</p> <ul style="list-style-type: none"> <li>- For Lot 1: 1513,00 Euro</li> <li>- For Lot 2: 3000,00 Euro</li> </ul> <p>h) Proposed subcontractors or companies involved should be stated in table D “Proposed subcontracts and firms involved” of Annex 2</p>
AHT GROUP AG will award the contract to:	One and only one bidder for each Lot
Annexes to this RBS	<p>Annex 2. Form for Submitting Proposal</p> <p>Annex 3. Letter of Bid</p> <p>Annex 4. Declaration of Undertaking, KfW Policy – Sanctionable Practice – Social and Environmental Responsibility</p> <p>Annex 5. ESHS General and Specific Requirements</p> <p>Annex 6. Detailed project design that includes the Bill of quantities</p> <p>Annex 7. General Contractor Contract</p> <p>Annex 8 Bid security form</p>
Contact Person for Inquiries (Written inquiries only)	Solomiya Stefanyshyn, National Procurement and Financial Officer e-mail: <a href="mailto:stefanyshyn@snpa.in.ua">stefanyshyn@snpa.in.ua</a>
Documents to be submitted in proposal	<ol style="list-style-type: none"> <li>1. Letter of bid</li> <li>2. Dully filled in and Signed Form for Submission of Proposal (Annex 2) <ul style="list-style-type: none"> <li>• Qualification of the constructor <ul style="list-style-type: none"> <li>- Business Licenses (Copies of State/Tax registration documents) and the certificate (license) for the performance of construction works on the territory of Ukraine</li> <li>- Financial statements - Copies of income/balance statements for the last 3 (three) years (2018 -2020)</li> </ul> </li> <li>• Qualifications and experience of key personnel proposed for administration and execution of the Contract.</li> <li>• Equipment proposed</li> <li>• Proposed subcontracts and firms involved</li> <li>• Construction Schedule</li> <li>• Contractor's cost breakdown</li> </ul> </li> <li>3. Duly signed Declaration of Undertaking, KfW Policy – Sanctionable Practice – Social and Environmental Responsibility (Annex 4)</li> <li>4. ESHS General and Specific Requirements</li> <li>5. Bid security (the guarantee must be valid for at least 42 days beyond the bid validity)</li> </ol>

**Overhaul of the Buildings A and M on the Campus of the Carpathian Biosphere Reserve.**

RBS Number: NT-2021-19-CBR-Overhaul building M and A

Date: September 30, 2021

**AHT GROUP AG**

Project: "Support of Nature Protected Areas in Ukraine"

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

**FORM FOR SUBMITTING PROPOSAL***(This Form must be submitted only using the Applicant's Official Letterhead)*

Place:

Date:

To: Project: Support of Nature Protected areas in Ukraine"

Attention: Ms. Solomiya Stefanyshyn

Shevchenka 70 apt.1, Lviv 79039 Ukraine

Dear Sir/Madam:

We, the undersigned, hereby offer to execute works to AHT GROUP AG in conformity with the requirements defined in the RBS dated 30.09.2021, and all its attachments, as well as the provisions of the KfW General Contract Terms and Conditions:

**A. Qualifications of the constructor**

<b>BRIEF COMPANY PROFILE</b>	
The Applicant must describe and explain how and why they are the best entity that can deliver the requirements of AHT GROUP AG by indicating the following:	
Full registration name	
Year of foundation	
Legal status	
Legal address	
Actual address	
Bank information	
VAT payer status	
Contact person name	
Contact person email	
Contact person phone	
Company/Organization's core activities	
Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations (If any);	Please indicate here
Business Licenses – Registration Papers, Tax Payment Certification, etc	EDRPOU, ID tax number Copies of State registration and Tax registration should be attached



Latest Audited Financial Statement or Financial results (2018 -2020) <sup>1</sup>	Copies of income statement and balance sheet to indicate Its financial stability, liquidity, credit standing
Track Record at least 3 works of a nature and complexity equivalent to the Works performed within the last 3 years	Please indicate here the List of clients for similar works, contract duration, contract value, contact references;
Certificates and Accreditation	Please indicate here certificates and licenses applicable including - license to perform CC3 class works, significant consequences; - declaration or work permit at height.
Please provide contact details of at least 3 previous customers for reference	
Other relevant information	List of equipment (owned, rented)

**B. Qualifications and experience of key personnel proposed for administration and execution of the Contract.**

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

**C. Equipment proposed**

Name of the equipment	characteristics	Owned or rented
(a)		
(b)		

**D. Proposed subcontracts and firms involved**

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
(a)			
(b)			

<sup>1</sup> If audited Financial statements are not available, the Supplier should provide the statements verified by the stamp of the fiscal service or Sheet 1 and Sheet 2 of electronic submission of the statements

# E. Construction Schedule

*Lot 1: Overhaul of the roof of the building A and M of the Carpathian Biosphere Reserve (Ukrainian version prevails, full technical details and descriptions see separate project description, Annex 6)*

№	Tasks	months						TOTAL
		1	2	3	4	5	6	
Construction work for the overhaul of the roof of administrative building A								
T-1	Unwinding work							
	<ul style="list-style-type: none"><li>- Dismantling of a covering of a roof from a natural tile</li><li>- Dismantling of water intake gutters</li><li>- Dismantling of attic windows</li><li>- Dismantling of the cornice lining</li></ul>							
T-2	Roof repair work							
	<ul style="list-style-type: none"><li>- Installation of additional rafters and beams</li><li>- Reinforcement of rafters by overhead elements</li><li>- Filing of eaves with a board of 20x150 mm.</li></ul>							
	<ul style="list-style-type: none"><li>- Installation of 150 mm wood fiber insulation</li><li>- Installation of flooring from a water barrier (hydrobarrier)</li></ul>							
	<ul style="list-style-type: none"><li>- Installation of a roof lattice</li><li>- Arrangement of a roof filing</li><li>- Installation of a roof design over figured facade elements</li><li>- Installation of connections to the smoke and ventilation channels</li></ul>							
	<ul style="list-style-type: none"><li>- Arrangement of a wooden ceiling over the attic</li><li>- Installation of drainage pipes</li><li>- Installation of water intake gutters</li><li>- Installation of vapor barrier</li><li>- Flame retardant fire protection of wooden decking elements</li><li>- Treatment with antifungal agents</li></ul>							
T-3	Roofing work							
	<ul style="list-style-type: none"><li>- Installation of a groove from a plate</li><li>- Installation of a flooring from a plate of the built-in drainage gutters</li><li>- Installation of a covering of a roof from a clay tile</li><li>- Installation of face elements from a plate</li><li>- Installation of tin aprons adjoining a roof to a wall</li><li>- Installation of attic windows</li><li>- Installation of wooden partitions 150 mm</li><li>- Bricklaying of flues</li></ul>							
T-3	Installation of Lightning protection system of the building							
Construction work for the overhaul of the roof of the museum building M								
T-4	Unwinding work							
	<ul style="list-style-type: none"><li>- Dismantling of a roof covering</li><li>- Dismantling of attic windows</li><li>- Dismantling of the cornice filing</li><li>- Dismantling of a lattice</li><li>- Dismantling of a covering of a roof</li></ul>							

	<ul style="list-style-type: none"> <li>from a clay tile</li> <li>- Dismantling of gutters</li> <li>- Dismantling of gutters</li> <li>- Replacement of rafters and removal of rafters on both sides with a board 150x40</li> </ul>							
<b>T-5</b>	<b>Roof repair work</b>							
	<ul style="list-style-type: none"> <li>- Installation of additional rafters and beams</li> <li>- Reinforcement of rafters by overhead elements</li> <li>- Filing of eaves with a board of 20x150 mm.</li> <li>- Wood fiber insulation 150 m</li> <li>- The device of a flooring from a hydrobarrier</li> <li>- Arrangement of a roof filing</li> <li>- Arrangement of a roof lattice</li> <li>- Installation of a roof design over figured facade elements</li> <li>- Installation of connections to the smoke and ventilation channels</li> <li>- Installation of drainage pipes</li> <li>- Installation of water intake gutters</li> <li>- Installation of vapor barrier</li> <li>- Flame retardant fire protection of wooden decking elements</li> <li>- Treatment with antifungal agents</li> </ul>							
<b>T-6</b>	<b>Roofing work</b>							
	<ul style="list-style-type: none"> <li>- Installation of a covering of a roof from a clay tile</li> <li>- Installation of tin aprons adjoining a roof to a wall</li> <li>- Installation of attic windows</li> <li>- Installation of wooden partitions 150 mm</li> <li>- Chimney masonry</li> <li>- Arrangement of a platform of a stairwell</li> <li>- Arrangement of wooden stairs</li> </ul>							
T-7	<b>Installation of Lightning protection system of the building</b>							
T-8	<b>Garbage removal</b>							

**Lot 2: Overhaul of the building A (roof of the building is excluded) of the Carpathian Biosphere Reserve (Ukrainian version prevails, full technical details and descriptions see separate project description, Annex 6)**

N°	Tasks	months						TOTAL
		1	2	3	4	5	6	
<b>T-1</b>	<b>Repair of internal engineering network</b>							
	<ul style="list-style-type: none"> <li>- Dismantling of brick partitions</li> <li>- Dismantling of radiators</li> <li>- Dismantling of bathrooms</li> <li>- Dismantling of internal interroom doors</li> <li>- Replacement of ventilating ridges</li> <li>- Installation of an attic hatch on a wooden floor</li> </ul>							
	- Replacement of water pipes							
	<ul style="list-style-type: none"> <li>- Installation of wash basins (sinks)</li> <li>- Installation of toilets with a tank</li> </ul>							

	- Installation of a sewer and exhaust riser							
<b>T-2</b>	<b>Work on finishing of internal walls</b>							
	- Installation of partitions from a brick - installation of inter room doors							
	- high-quality painting of internal walls							
	- Laying of a ceramic tile - Laying of a covering from a ceramic tile							
	- Laying of a covering from wood - Installation of belt over a socle							
	- Laying of window sills							
<b>T-3</b>	<b>Works on the engineering system of the building lightning protection</b>							
<b>T-4</b>	<b>Works on the engineering system of the building of power supply and electric lighting</b>							
<b>T-5</b>	<b>Works on the engineering system of the fire alarm building</b>							
<b>T-6</b>	<b>Facade works</b>							
	- Dismantling of windows - Dismantling of the front door							
	- Installation of the front door							
	- Installation of windows							
	- Installation of repair of facades with warming							
	- Installation of a metal fence							
<b>T-7</b>	<b>Garbage removal</b>							

F. Contractor's cost breakdown

**Lot 1: Overhaul of the roof of the building A and M of the Carpathian Biosphere Reserve ((Ukrainian version prevails, full technical details and descriptions see separate project description, Annex 6)**

№	Work name	Measurement unit	Quantities	Unit cost, UAH	Total cost, UAH	Unit cost, Euro*	Total cost, Euro	Comments by the committee
Construction work for the overhaul of the roof of administrative building A								
	<b>Unwinding work</b>							
1	Dismantling of a covering of a roof from a natural tile	m <sup>2</sup>	548,00					
2	Dismantling of water intake gutters	r.m../m <sup>2</sup>	85,0/128					
3	Dismantling of attic windows	pcs.	12					
4	Dismantling of the cornice filing	m <sup>2</sup>	24,5					
	<b>Roof repair work</b>							
5	Installation of additional rafters and beams		5,55					
6	Reinforcement of rafters by overhead elements	r.m.	48,0					
7	Binding of eaves by a board of 20x150 mm.	r.m.	88,2					
8	150 mm wood fiber insulation	m <sup>2</sup>	590,0					
9	The device of a flooring from a hydrobarrier	m <sup>2</sup>	590,0					
10	Arrangement of a roof lattice	m <sup>2</sup>	590,0					
11	Arrangement of a roof filing	m <sup>2</sup>	550,0					
12	Installation of a roof design over figured elements of facade	m <sup>2</sup>	11,60					
13	Installation of connections to the smoke and ventilation channels	r.m.	15,5					
14	Arrangement of a wooden ceiling over the attic	m <sup>2</sup>	109,0					
15	Installation of drainage pipes	r.m.	34,4					
16	Installation of water intake gutters	r.m.	111,0					
17	Installation of vapor barrier	m <sup>2</sup>	590,0					
18	Flame retardant fire protection of wooden decking elements	m <sup>2</sup>	535,0					
19	Treatment with antifungal agents	m <sup>2</sup>	1210,0					
	<b>Roofing work</b>							
20	Installation of a groove from a plate	m <sup>2</sup>	58,0					
21	Installation of a flooring from a plate of the built-in drainage gutters	m <sup>2</sup>	128,0					

22	Installation of a covering of a roof from a clay tile	m <sup>2</sup>	590,0					
23	Installation of face elements from a plate	r.m.	85,2					
24	Installation of tin aprons adjoining a roof to a wall	r.m.	39,2					
25	Installation of attic windows	pcs.	20,0					
26	Installation of wooden partitions 150 mm	m <sup>3</sup>	218,0					
27	Bricklaying of flues	m <sup>3</sup>	4,50					
Construction work for the overhaul of the roof of the museum building M								
	<b>Unwinding work</b>							
1	Dismantling of a covering of a roof from a natural tile	m <sup>2</sup>	586,60					
2	Dismantling of attic windows	pcs.	13					
3	Dismantling of the cornice filing	m <sup>2</sup>	106,9					
4	Dismantling of gutters	r.m.	58,0					
5	Dismantling of gutters	r.m.	57,0					
6	Replacement of rafters and removal of rafters on both sides with a board 150x40	r.m.	99,0					
	<b>Roof repair work</b>							
7	Installation of additional rafters and beams	m <sup>3</sup>	5,5					
8	Reinforcement of rafters by overhead elements	r.m.	99,0					
9	Filing of eaves with a board of 20x150 mm.	r.m.	115,6					
10	Wood fiber insulation 150 m	m <sup>2</sup>	590,0					
11	The device of a flooring from a hydrobarrier	m <sup>2</sup>	590,0					
12	Arrangement of a roof filing	m <sup>2</sup>	590,0					
13	Arrangement of a roof lattice	m <sup>2</sup>	590,0					
14	Installation of a roof design over figured elements facade	m <sup>2</sup>						
15	Installation of connections to the smoke and ventilation channels	r.m.	20,1					
16	Installation of drainage pipes	r.m.	54,08					
17	Installation of water intake gutters	r.m.	94,0					
18	Installation of vapor barrier	m <sup>2</sup>	590,0					
19	Flame retardant fire protection of wooden decking elements	m <sup>2</sup>	590,0					
20	Treatment with antifungal agents	m <sup>2</sup>	590,0					
	<b>Roofing work</b>							
21	Installation of a covering of a roof from a clay tile	m <sup>2</sup>	590,0					

22	Installation of tin aprons adjoining a roof to a wall	r.m.	25,0					
23	Installation of attic windows	pcs.	39,0					
24	Installation of wooden partitions 150 mm	m <sup>2</sup>	86,5					
25	Chimney masonry	m <sup>3</sup>	2,30					
26	Arrangement of a platform of a stairwell	m <sup>2</sup>	5,7					
27	Arrangement of wooden stairs	m <sup>2</sup>	1,7					
	Works on the engineering system of the building lightning protection							
Materials for the overhaul of the roof of the administrative building A								
1	Lumber	m <sup>3</sup>	23,86					
2	Roof insulation made of wood fiber 150mm	m <sup>2</sup>	590,00					
3	Natural roof tile in complect	m <sup>2</sup>	590,00					
4	Drainage pipes diameter 125mm from metal sheet	r.m.	34,4					
5	Gutters made of sheet steel	r.m.	111,00					
6	Roof windows, wooden	Pcs.	20					
7	Lightning protection system of the building	set	1					
Materials for the overhaul of the roof of the museum building M								
1	Lumber	m <sup>3</sup>	9,39					
2	Roof insulation made of wood fiber 150mm	m <sup>2</sup>	590,00					
3	Natural roof tile in complect	m <sup>2</sup>	590,00					
4	Drainage pipes diameter 125mm from metal sheet	r.m.	54,08					
5	Gutters made of sheet steel	r.m.	94,00					
6	Roof windows, wooden	Pcs.	39					
7	Wooden stairs	m <sup>3</sup>	0,84					
8	Bricks for laying chimneys	pcs	920					
9	Lightning protection system of the building	set	1					
	Garbage removal	t	29,8					
	Transportation costs							
	Other consumables (accommodation, per diem, etc)							
	Overhead costs							
<b>Total</b>								

\*Rate of exchange, NBU rate 7 days prior to the deadline

**Lot 2: Overhaul of the building A (roof of the building is excluded) of the Carpathian Biosphere Reserve (Ukrainian version prevails, full technical details and descriptions see separate project description, Annex 6)**

№	Work name	Measurement unit	Quantities	Unit cost, UAH	Total cost, UAH	Unit cost, Euro*	Total cost, Euro	Comments by the committee
Construction work for the overhaul of administrative building A								
	<b>Repair of internal engineering network</b>							
1	Dismantling of brick partitions	m <sup>3</sup>	15,45					
2	Dismantling of radiators	pcs.	42					
3	Dismantling of bathrooms	pcs.	11					
4	Replacement of water pipes	r.m.	54,0					
5	Installation of wash basins (sinks)	m <sup>2</sup>	15					
6	Installation of toilets with a tank	pcs.	17					
7	Installation of a sewer and exhaust riser	pcs.	8					
8	Dismantling of internal interroom doors	pcs.	67					
9	Replacement of ventilating ridges	pcs.	20					
10	Installation of an attic hatch on a wooden floor	pcs.	1					
	<b>Work on finishing of internal walls</b>							
11	Installation of partitions from a brick	m <sup>2</sup>	27,2					
12	installation of interroom doors	pcs.	67					
13	high-quality painting of internal walls	m <sup>2</sup>	1700,0					
14	Laying of a ceramic tile	m <sup>2</sup>	50,0					
15	Laying of a covering from a ceramic tile	m <sup>2</sup>	590,0					
16	Laying of a covering from wood	m <sup>2</sup>	532,0					
17	Installation of belt over a socle	r.m.	74,0					
18	Laying of window sills	r.m.	67,0					
	<b>Works on the engineering system of the building lightning protection (see the specification of the drawings of the section E3)</b>							
	<b>Works on the engineering system of the building of power supply and electric lighting (see the specification of the system EI and EO)</b>							
	<b>Works on the engineering system of the fire alarm building (see specification of the section IIC)</b>							
	<b>Facade works</b>							
19	Dismantling of windows	pcs.	54					
20	Dismantling of the front door	pcs.	9					



21	Installation of the front door	pcs.	9					
22	Installation of windows	pcs.	63					
23	Installation of repair of facades with warming	m <sup>2</sup>	550,0					
24	Installation of a metal fence	m <sup>2</sup>	15,0					
Materials for the overhaul of the administrative building A								
1	Insulation of facade made of wood fiber 100mm	m <sup>2</sup>	550,00					
2	Windows, wooden	pcs	63					
3	Internal wooden doors	pcs	67					
4	Entrance doors wooden, fire-prevention	pcs	9					
5	Washbasin (sink)	pcs	15					
6	Toilet bowl with tank	pcs	17					
7	Aluminum radiators	pcs	42					
8	Ceramic tiles	m <sup>2</sup>	710,00					
9	Socle belt made of sandstone	r.m.	74,00					
10	Internal wooden window sills	r.m.	67,00					
11	Power supply system and electric lighting	set	1					
12	Bricks	pcs	1300					
13	Fire alarm system	set	1					
	Garbage removal	t	87,5					
	Transportation costs							
	Other consumables (accommodation, per diem, etc)							
	Overhead costs							
<b>Total</b>								

\*Rate of exchange, NBU rate 7 days prior to the deadline

**Letter of Bid**

*[The Bidder shall prepare his Letter of Bid on a Letterhead paper specifying his name and address]*

Date: \_\_\_\_\_  
NCB No.: NT-2021-19-CBR-Overhaul building M and A

To: **AHT Group AG, registered at the address:** 79039 Lviv, Str. Shevchenka 70 apt.1 Lviv

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents;
- (b) We have no conflict of interest in accordance with Conditions of Bids;
- (c) We offer to execute in conformity with the Bidding Documents the following Works: \_\_\_\_\_;  
\_\_\_\_\_;
- (d) The total price of our Bid, excluding taxes and excluding any discounts is:
  - i) In case of only one lot, total price (excluding taxes) of the Bid \_\_\_\_\_
  - ii) In case of multiple lots, total price (excluding taxes) of each lot \_\_\_\_\_
  - iii) In case of multiple lots, total price (excluding taxes) of all lots (sum of all lots) \_\_\_\_\_
- (e) Our Bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We are not participating, as a Bidder, in more than one Bid in this bidding process;
- (j) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (k) We acknowledge and agree that the Employer reserves the right to annul the bidding process and reject all Bids at any time prior to contract award without thereby incurring any liability to us;
- (l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\*: In the case of the Bid submitted by a JV specify the name of the JV as Bidder

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

**Declaration of Undertaking**

Reference name of the Application/Offer/Contract: NT-2021-19-CBR-Overhaul building M and A ("Contract")<sup>2</sup>

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

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")<sup>3</sup> 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 a condition of participation in the Tender.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
  - 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
  - 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
  - 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining

<sup>2</sup> 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, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries".

<sup>3</sup> 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.

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 Organisation<sup>4</sup> (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans 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 agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name \_\_\_\_\_ In the capacity of: \_\_\_\_\_ (position in the company)

Duly empowered to sign in the name and on behalf of<sup>5</sup>: \_\_\_\_\_ ( company name)

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

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<sup>4</sup> 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.

<sup>5</sup> 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.

## 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:

<b>Coercive Practice</b>	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.
<b>Collusive Practice</b>	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
<b>Corrupt Practice</b>	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.
<b>Fraudulent Practice</b>	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.
<b>Obstructive Practice</b>	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.
<b>Sanctionable Practice</b>	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 Organisation<sup>6</sup> (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.

Name \_\_\_\_\_ In the capacity of: \_\_\_\_\_ (position in the company)

Duly empowered to sign in the name and on behalf of<sup>7</sup>: \_\_\_\_\_ ( company name)

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

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<sup>6</sup> 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.

<sup>7</sup> 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.

### **General Requirements for ESHS Management**

*The Bidder has to sign in each paragraph if he is compliant and committed to implement the requirements. The Bidder thereby declares that he has read the requirements and that he is willing and able to implement them.*

<b>A. General Requirements for ESHS Management</b>		
<b>Topic / Potential Impact</b>	<b>Requirements for Mitigation, Management and Enhancement</b>	<b>Bidder's signature</b>
1. Responsibilities and liabilities	1.1. In conjunction with his obligations defined under the Contract, the Contractor will plan, execute and document construction works pursuant to the present Environment, Social, Health and Safety specifications (ESHS).	
	1.2. The Contractor is liable for all damages to the environment and people caused by the execution of the works or the methods used for execution, unless it is established that the execution or methods were necessary, according to the provisions of the Contract or an Engineer's instruction.	
	<p>1.3. Under the Contract and as introduced by the present ESHS Specifications, the term "Project Area" means:</p> <ul style="list-style-type: none"> <li>a) The land where work will be carried out; or</li> <li>b) The land necessary for the implantation of construction facilities (work camp, workshops, offices, storage areas, concrete production plants) and including special access roads; or</li> <li>c) Quarries for aggregates, rock material and riprap; or</li> <li>d) Borrow areas for sand and other selected material; or</li> <li>e) Stockpiling areas for backfill material or other demolition rubble; or</li> <li>f) Any other location, specifically designated in the Contract as a Project Area.</li> </ul> <p>The term "Project Area" encompasses any individual Project Area or all Project Areas.</p> <p>For the sake of clarity, Project Area is a different concept than Site under CC Sub-Clause 1.1.17.</p> <p>Project Area defines an area within which the Contractor is to comply with environmental, social, health and safety obligations defined in the present ESHS Specifications.</p> <p>Site is the places where the Permanent Works are to be executed and to which Plant and Materials are to be delivered, and where right of access to, and possession of, is to be given by the Employer to the Contractor. The Employer is under no similar obligation for any area located outside the Site, even if within the Project Area, where access is at Contractor's risk.</p> <p>In term of physical footprint, the CC Sub-Clause 1.1.17 Site is included in the Project Area. The Project Area is then of greater geographical extent than the Site.</p>	
	<p>1.4. The ESHS Specifications refer to:</p> <ul style="list-style-type: none"> <li>a) Protection of the natural environment (water, air, soil, vegetation, biological diversity) in areas within any Project Area and its surroundings, i.e. including but not limited to access roads, quarries, borrow areas, stockpiling of backfill material, camps or storage areas;</li> <li>b) Health and safety conditions to be maintained for the Contractor's personnel and any other person present on the Project Areas, or along access routes;</li> </ul>	

A. General Requirements for ESHS Management		
Topic / Potential Impact	Requirements for Mitigation, Management and Enhancement	Bidder's signature
	c) Working practices and the protection of people and populations living near the Project Area but exposed to the general disturbance caused by works.	
	1.5. Subcontractors The Contractor shall ensure that all Subcontractors and Suppliers (in particular those for major supply items) are familiar with the ESHS requirements and guidelines valid on Site and Project Area.	
	1.6. Applicable regulations The Contractor must comply with all applicable national laws, permits and regulations and the World Bank Group's Environmental and Social Health and Safety Standards in relation to the protection of the environment and people during construction (e.g. management of impacts and disturbances related to water, air, soils, noise, vibration, vegetation, fauna, flora, waste, groundwater, national labour standards, if relevant indigenous populations, standards on occupational exposure, other). For identifying the applicable regulations, the Contractor may seek external support from a specialist.	
	1.7 Notwithstanding the Contractor's obligation under the above clauses, the Contractor shall implement all measures necessary to avoid undesirable adverse environmental and social impacts wherever possible, restore work sites to acceptable standards, and abide by any environmental performance requirements.	
3. Management of Non-conformities	3.1 Non-conformities detected during inspections carried out by the Supervisor, shall be addressed through measures adapted to the severity of the situation and which may include deductions from Interim Payments in accordance with GC 11.3.	
4. Resources allocated to ESHS management	4.1 Environment, Social, Health and Safety Officer 4.1.1 The Contractor appoints at least one or several Environment, Social, Health and Safety persons in charge, who is/are fully or in part, time in charge of implementing the ESHS requirements. The ESHS person in charge speaks fluently the language of communication of the Contract. The Contractor informs all staff and workers of the name and authority of the ESHS person in charge. 4.1.2 The ESHS person in charge holds the power within the Contractor's organization to escalate non-conformities, and in the event of severe ESHS non-conformities and in agreement with the Employer, suspend the works if considered necessary, and allocate all resources, personnel and equipment required to take any corrective action considered necessary.	
	4.2 Personnel in charge of relations with stakeholders 4.2.1 If applicable, the Contractor nominates a Stakeholders Relations Officer (or Community Liaison Officer if appropriate) who is responsible for relations and engagement with local communities, administrative authorities, and other stakeholders and representatives of economic activities. For contracts with a low level of ESHS risks and impacts, this could also be the Contractors site staff. The Community Liaison Officer must speak the language of the local population in the Project Area. The Stakeholder Relation Officer speaks fluently the language of the local population.	



A. General Requirements for ESHS Management		
Topic / Potential Impact	Requirements for Mitigation, Management and Enhancement	Bidder's signature
	4.2.2 The Stakeholders Relations Officer will be located onsite or within reasonable travelling time from the Project Area. 4.2.3 Local authorities will be informed of the existence of this person as of the start of works and will be provided with telephone contact details so as to be able to contact this person if a problem arises during the execution of works, or concerning the behaviour of the Contractor's Personnel, inside or outside the Project Area or any other public disturbances caused by the works.	
	4.3 Both the ESHS and Stakeholder Relations Officer [Community Liaison Officer] will be equipped with the necessary resources to operate independently and get to all location of the Project Area without delay.	
5. Inspections	5.1 The Employer will regularly inspect the Project Area and Project sites for adherence to the contract conditions including the ESHS requirements. State environmental authorities may carry out similar inspection duties. The Contractor shall comply with directives from such inspectors to implement the required measures.	
6. Reporting	6.1 The Contractor prepares regular ESHS progress reports as part of the contractually agreed reporting requirements to the Employer. This will include reporting of accidents and incidents in line with Paragraph 24.	
7. Code of Conduct	7.1. The Contractor establishes a Code of Conduct and displays it clearly within the Project Area. The Contractor will regularly make personnel and workers aware of the Code of Conduct and the associated provisions. The Code of Conduct addresses the following issues: <ol style="list-style-type: none"> <li>1. Compliance with applicable laws, rules, and regulations</li> <li>2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Employer's personnel and the Contractor's personnel, including sub-contractors and day workers (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)</li> <li>3. The use of illegal substances</li> <li>4. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Employer's personnel and the Contractor's personnel, including sub-contractors and day workers (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status)</li> <li>5. Interactions with the local community(ies), members of the local community(ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture and traditions)</li> <li>6. Sexual harassment</li> <li>7. Violence including sexual and/or gender-based violence</li> <li>8. Exploitation including sexual exploitation and abuse</li> <li>9. Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable</li> </ol>	

A. General Requirements for ESHS Management		
Topic / Potential Impact	Requirements for Mitigation, Management and Enhancement	Bidder's signature
	<p>behavior towards children, limiting interactions with children, and ensuring their safety in the Project Area).</p> <p>10. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)</p> <p>11. Avoidance of conflicts of interest</p> <p>12. Respecting reasonable work instructions (including regarding environmental and social norms)</p> <p>13. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)</p> <p>14. Duty to report violations of this Code</p> <p>15. Non-retaliation against workers who report violations of the Code, if that report is made in good faith.</p>	
8. ESHS training	The Contractor provides ESHS inductions and trainings to the workforce, in particular regarding Health and Safety risks and mitigation measures tailored to the project scope. The Contractor makes personnel aware about the importance to protect species, habitats, fauna and flora and the safety and rights of neighbouring communities.	
9. Standards	The Contractor complies with all applicable national norms, standards and discharge, emission etc. limit values defined in the national regulations.	

### ***Specific Requirements for ESHS Management***

*The Bidder must enter "Yes" if he is compliant and committed to implement the requirements. The Bidder thereby declares that he has read the requirements and that he is willing and able to implement them. In case the Bidder enters "No" he should explain his reason for doing so*

B 1 Protection of the Environment and People			
Topic/ Potential Impact	Requirements for Mitigation, Management and Enhancement	Compliance Yes/No	Please explain in case of No
10. Protection of adjacent areas	10.1 Establish means of protection to avoid or minimise adverse effects on vegetation, soils, groundwater and surface water, biodiversity, natural drainage and the water quality within the works area. Use construction methods to minimise impacts to the extent possible.		
	10.2 Restrict excavation activities during periods of intense rainfall. Use temporary bunding to reduce the risk of sediment, oil or chemical spills to the receiving waters.		
	10.3. Carry out excavation works in cut off ditches to prevent water from entering excavations.		
	10.4 Bring work site boundaries and limits in accordance with plans agreed upon in advance. All construction activities should be carried out within boundaries.		
	10.5 Stay out of surrounding wetland areas.		
	10.6 Keep distances in compliance with national regulations and as appropriate: <ul style="list-style-type: none"> <li>a) from any permanent water course and outside of floodable areas;</li> <li>b) from sensitive urban services and buildings (health centre, school, water supply for populations);</li> <li>c) from any housing; cultural sites, archaeological areas, sensitive wetlands, forest reserves or any other valued</li> </ul>		

B 1 Protection of the Environment and People			
Topic/ Potential Impact	Requirements for Mitigation, Management and Enhancement	Com- pliance Yes/No	Please explain in case of No
	ecosystem component, or on high or steep ground or in areas of high scenic value. d) Where it is not possible to keep distances, permission shall be obtained from the appropriate authorities.		
	10.7 Discourage construction workers from engaging in the exploitation of natural resources such as hunting, fishing, and collection of forest products or any other activity that might have a negative impact on the social and economic welfare of the local communities.		
	10.8 After construction, form reshaped land so that it is inherently stable, adequately drained and suitable for the desired long-term land use and allows natural regeneration of vegetation.		
	10.9 Minimize long-term visual impacts.		
11. Selection of borrow areas, backfill material stockpile sites and access road	11.1 Prevent and minimize the impacts of borrow areas or areas to be excavated, backfill material stockpile locations and access roads, quarrying, earth borrowing, piling and building of temporary construction camps and access roads on the biophysical environment including protected areas and arable lands; local communities and their settlements. After termination of the works, in as much as possible restore/rehabilitate all sites to acceptable standards.		
	11.2 Locate stockpile areas in areas where trees can act as buffers to prevent dust pollution. Build perimeter drains around stockpile areas. Locate sediment and other pollutant traps at drainage exits.		
	11.3 Obtain appropriate licenses/permits from relevant authorities, including traditional authorities if appropriate, to operate quarries or borrow areas.		
	11.4 Deposit any excess material in areas approved by local authorities.		
	11.5 Take measures to avoid that stagnant water in uncovered borrow pits creates breeding grounds for mosquitoes.		
	11.6 If disposal sites for clean spoil are necessary, locate them in areas approved by the Employer, of low land use value and where they will not result in material being easily washed into drainage channels. Whenever possible, place spoil materials in low-lying areas, compact and plant with species indigenous to the locality.		
12. Pollution prevention	12.1 For all works minimize pollution risk (e.g. liquid effluents; air emissions; noise and vibration management; vehicle and equipment maintenance and selection; fuel, oil and chemical storage and handling).		
	12.2 Identify potentially toxic overburden and screen with suitable material to prevent mobilization of toxins.		
	12.3 Use in as much as possible, local materials to avoid importation of foreign material and long-distance transportation.		
13. Effluents	13.1 Contain and store construction wastewater appropriately, including sanitary water. Do not discharge untreated effluents.		
14. Emissions and dust	14.1 Comply with national requirements for emissions.		
	14.2 Minimise the effect of dust on the surrounding environment resulting from earth mixing sites, asphalt mixing sites, dispersing coal ashes, vibrating equipment, temporary access roads, etc. to ensure safety, health and the protection of		

B 1 Protection of the Environment and People			
Topic/ Potential Impact	Requirements for Mitigation, Management and Enhancement	Com- pliance Yes/No	Please explain in case of No
	workers and communities living in the vicinity of dust producing activities. Use best practice to ensure minimisation of dust emissions (e.g. proper stockpiling, watering etc.) during dry and windy conditions and transportation.		
	14.3 Use vehicles in appropriate technical conditions and provide emissions control equipment where applicable (e.g. filters).		
	14.4 Switch off vehicles when not in use.		
	14.5 Keep speed limits on site.		
	14.6 Sensitise drivers with regards to all measures with regards to avoiding dust and emissions and safe driving.		
15. Noise and vibration	15.1 Avoid operations and vehicle movements at night. Sensitise drivers.		
	15.2 Set traffic speed limits. Sensitise drivers.		
	15.3 Locate stationary equipment (such as power generators) as far as possible from nearby receptors (e.g. worker resting areas, populated areas and environmentally sensitive areas).		
	15.4 Keep noise levels emanating from machinery, vehicles and noisy construction activities (e.g. excavation, blasting) at a minimum for the safety, health and protection of workers within the vicinity of high noise levels and nearby communities.		
16. Waste	16.1 If not otherwise instructed by the Employer, identify waste management facilities and waste management contractors. Ensure disposal through waste contractors, licensed for treatment/removal/recycling of each of the waste types, if existent.		
	16.2 Properly collect all wastes produced including containers, litter and any other waste generated during the construction and dispose and segregate at designated disposal sites in line with applicable government waste management regulations.		
	16.3 Minimise the waste production to the extent possible.		
	16.4 Check that areas for depositing hazardous materials such as contaminated liquid and solid materials are approved by the Employer and appropriate local and/or national authorities before the commencement of work. Use existing, approved sites over the establishment of new sites.		
	16.5 Bund all vessels (drums, containers, bags, etc.) containing oil/fuel/surfacing materials and other hazardous chemicals in order to contain spillage.		
	16.6 Remove construction waste left in stockpiles along the road, and reuse or dispose of on a daily basis.		
17. Vegetation clearing	17.1 Limit vegetation clearing to areas within the site boundary where it is strictly necessary.		
	17.2 Avoid clearing mature trees and endangered species.		
	17.3 Do not clear vegetation more than two months in advance of operations.		
18. Biodiversity management	18.1 Avoid to the extent possible areas of ecological value.		
	18.2 Avoid disturbances on flora and fauna and natural habitats.		
	18.3 Avoid forest fires.		
19. Erosion and sediment transport	19.1 If construction takes place on inclined surfaces/slopes, take appropriate erosion control measures (e.g. retain trees and other vegetation, use of natural contours for roads and drainage networks, excavated drainage channels).		
	19.2 Appropriately store removed topsoil. After construction, use topsoil as backfill for restoration of the area.		

**B 1 Protection of the Environment and People**

<b>Topic/ Potential Impact</b>	<b>Requirements for Mitigation, Management and Enhancement</b>	<b>Comp- liance Yes/No</b>	<b>Please explain in case of No</b>
	19.3 Topsoil shall not be stored in large heaps. Low mounds of no more than 1 to 2 m high are recommended.		
	19.4 Soils shall not be stripped when they are wet as this can lead to soil compaction and loss of structure.		
	19.5 Re-vegetate stockpiles to protect the soil from erosion, discourage weeds and maintain an active population of beneficial soil microbes.		
20. Site rehabilitation	20.1 To the extent practicable, reinstate construction working areas and natural drainage patterns where they have been altered or impaired after construction activities are completed. Rehabilitate the site progressively so that the rate of rehabilitation is similar to the rate of construction. Revegetate with plant species that will control erosion, provide vegetative diversity and, through succession, contribute to a resilient ecosystem. If appropriate, for larger revegetation areas consult experts.		
	20.2 Avoid that rehabilitated areas pose health and safety risks (such as holes, ponds).		
	20.3 Rehabilitate borrow areas, backfill material stockpile sites and access roads, where applicable.		
	20.4 Re-establish existing water flow regimes in rivers, streams and other natural or irrigation channels where they have been disrupted due to works being carried out.		

## Detailed Project Design

GENERAL CONTRACTOR CONTRACT(work execution contract) #	ДОГОВІР ГЕНПІДРЯДУ (договір виконання робіт) №
Ukraine, city of Lviv “ ” November 2021	Україна, м.Львів « » листопада 2021 року
Reference Number NT-2021-19-CBR-Overhaul building M and A [Project “Support of Nature Protected Areas in Ukraine” BMZ Project Numbers: 2011.6612.3 and 2013.6588.1]	Посилання: NT-2021-19-CBR-Overhaul building M and A [Проект “Support of Nature Protected Areas in Ukraine” BMZ Project Numbers: 2011.6612.3 and 2013.6588.1]
<p><b>AHT Group AG</b>, (Germany, city of Essen) referred to as „AHT“ is an Accredited executor of the project (program) of international technical assistance to the project “Support of Nature Protected Areas (SNPA) in Ukraine” for the management of the KfW funded SNPA-Disposition Fund, being registered at the following address in Ukraine: 79039 Lviv, Str. Shevchenko 70 apt.1 Lviv (Certificate № 283 of Accreditation of the Service Provider legal entity – non resident - for the project (program) of international technical assistance dated 10.08.2016, issued by the Ministry of economic development and trade of Ukraine, valid till 30.04.2022), referred to as the <b>Client</b> and represented Mr. Michael Brombacher, who acts upon the above indicated Certificate #283, on one hand and</p> <p>_____, legal entity, registered at the address _____ identification number of legal entity: _____ hereinafter referred to as the <b>Contractor</b>, in person of _____, director, who acts on the base of Statute, on the other hand, hereinafter jointly referred to as Parties, each separately - as the Party,</p>	<p><b>АГТ ГРУП АГ (AHT GROUP AG)</b> (Німеччина, м. Ессен), що є акредитованим виконавцем проекту (програми) міжнародної технічної допомоги по проекту «Підтримка природно-заповідних територій в Україні», (ППЗТУ), для управління Розпорядчим (Диспозиційним) фондом ППЗТУ, фінансованого KfW (Кредитна Установа для Відбудови) зареєстрована адреса в Україні: 79039, м. Львів, вул. Шевченка, буд. 70, кв. 1 (Свідоцтво №283 про акредитацію виконавця (юридичної особи-нерезидента) проекту (програми) міжнародної технічної допомоги від 10.08.2016 року, видане Міністерством економічного розвитку і торгівлі України, дійсне до 30.04.2022 року), надалі по тексту – <b>Замовник</b>, в особі уповноваженого представника Міхаеля Бромбахера (Mr. Michael Brombacher), який діє відповідно до вищевказаного Свідоцтва №283, з однієї сторони, та _____ юридична особа, зареєстрована за адресою: _____, ідентифікаційний код юридичної особи: _____, надалі по тексту – <b>Підрядник</b>, в особі _____, директора, який/яка діє на підставі Статуту, з іншої сторони, які надалі разом іменовані – Сторони, а кожен з них окремо – Сторона,</p>
<b>concluded this Supply contract (hereinafter referred as Contract) as follows:</b>	<b>уклали цей Договір поставки (надалі – Договір) про наступне:</b>
<p><b>1. SUBJECT OF THE CONTRACT</b></p> <p>1.1. In accordance with the terms of this Contract, the Client instructs, and the contractor assumes its own and / or attracted means at its risk, qualitatively, in accordance with this Contract terms, perform a set of works on the object _____ (in the future – Full overhaul of an object, construction of an object), in accordance with the Client design documentation and estimated settlements, and to compile construction and installation work to the Client, and the Client undertakes to accept the result of the work performed and pay in accordance with the terms of this Contract for further usage by the selected Protected Area – Carpathian Biosphere Reserve (hereinafter – <b>Receiver (Recipient of the project)</b>). The execution of works is carried out from the materials and resources of the Client and the contractor, as the parties are determined in the estimated documentation.</p> <p>1.2. Technical supervision of the execution of the subjects of this Contract is carried out by a staff of the Client’s Civil Engineering company with an appropriate certificate and an assigned order.</p> <p>1.3. Author's supervision for the execution of the subjects of this Contract is carried out by staff of the Client’s Civil Engineering company</p>	<p><b>1. ПРЕДМЕТ ДОГОВОРУ</b></p> <p>1.1. Відповідно до умов цього Договору Замовник доручає, а Підрядник бере на себе зобов’язання власними та/або залученими силами та засобами на свій ризик, якісно, у встановлені даним Договором строки та порядку, виконати комплекс робіт по об’єкту _____ (надалі – капітальний ремонт об’єкта, роботи з будівництва об’єкта), згідно виданої Замовником проектної документації та кошторисних розрахунків, і здати виконані будівельно-монтажні роботи Замовнику, а Замовник зобов’язується прийняти результат виконаних Робіт і оплатити їх згідно умов цього Договору для подальшої використання відібраною Природно-заповідною територією-Карпатський Біосферний Заповідник (надалі по тексту – <b>Отримувач (Реципієнт проекту)</b>). Виконання робіт проводиться із матеріалів та ресурсів Замовника та Підрядника, про що сторони обумовлюють у Кошторисній документації.</p> <p>1.2. Технічний нагляд за виконанням обумовлених предметом даного Договору Робіт здійснюється особою проектної будівельно-архітектурної організації Замовника, що має відповідний сертифікат і призначеною відповідним наказом.</p> <p>1.3. Авторський нагляд за виконанням обумовлених предметом даного Договору Робіт здійснюється -</p>

<p>1.4. The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:</p> <ul style="list-style-type: none"> <li>- the Contract (General conditions) with Annex 1 (Specification);</li> <li>- Declaration of Undertaking (Annex 2);</li> <li>- the Contractor's Technical proposal dated _____ (Annex 3)</li> <li>- Financial Proposal dated _____ (Annex 4)</li> <li>- KfW Policy – Sanctionable Practice – Social and Environmental Responsibility (Annex 5)</li> <li>- Project Design (Annex 6)</li> </ul>	<p>представником проектної будівельно-архітектурної організації, призначений її Керівником.</p> <p>1.4. Наступні документи повинні формувати, читатися і тлумачитися в рамках цього Договору в наступному порядку превалювання:</p> <ul style="list-style-type: none"> <li>- Договір (Загальні умови) з Додатком 1 (Специфікація);</li> <li>- Декларація про зобов'язання (Додаток 2);</li> <li>- Технічна пропозиція Підприємця від _____ року (Додаток 3)</li> <li>- Фінансова пропозиція Підприємця від _____ року (Додаток 4)</li> <li>- Політика KfW - Практика, що підлягає санкціям - Соціальна та екологічна відповідальність (Додаток 5)</li> <li>- Робочий проект (Додаток 6)</li> </ul>
<p><b>2. OBLIGATIONS OF THE PARTIES</b></p> <p>2.1 The Client has the right:</p> <ul style="list-style-type: none"> <li>- to exercise at any time control over the performance, quality, value and volume of work carried out by the contractor at the facility;</li> <li>- to demand a free elimination of shortcomings that arose as a result of violations of the contracted contractor, or to correct such shortcomings with their forces with the involvement of third parties, in the event of a contractor's refusal to eliminate these shortcomings and demand compensation for incurred expenditures to eliminate such shortcomings;</li> <li>- to stop the implementation of the contract for objects or / and in general or in places where violations are detected, in case of violation by the contractor of project documentation, requirements and norms of DBN (official Code of Acting Construction Norms), state standards and other current normative acts of Ukraine, to their full elimination by written notice to Contractor;</li> <li>- to involve persons who on behalf of the Client, regardless of those who will carry out technical supervision and author supervision on the construction facility will be supervised by the quality of the contractor conducted;</li> </ul> <p>2.2 The Client shall :</p> <ul style="list-style-type: none"> <li>- timely admit contractor to the territory for work;</li> <li>- when there is a contractor in the process of working with the need for additional information or clarifications to organize the receipt of the necessary information;</li> <li>- Provide the possibility of a contractor to use part of the plot in the sizes necessary for construction work provided by this Contract, for the warehousing and storage of the necessary materials and equipment;</li> <li>- To provide contractor access to sources of power supply 220 centuries and 380 in and create conditions for use by the contractor of other resources, including the water necessary for work in accordance with this Contract. At the same time, the cost of electricity and water by the contractor is not reimbursed;</li> <li>- to the beginning of the work, to provide a contractor in two instances of all working and project documentation necessary to carry out all construction works at the facility;</li> <li>- to provide a contractor a place to store the entire volume of soil, which will be developed during the construction of construction works;</li> <li>- to ensure the protection of materials and techniques of the contractor, which remains in the territory of work in the period of work, provided that small materials, tools, fuel and lubricants, etc. will be stored in specially designated closed premises; Materials that can not be transferred</li> </ul>	<p><b>2. ЗОБОВ'ЯЗАННЯ СТОРІН</b></p> <p>2.1 Замовник має право:</p> <ul style="list-style-type: none"> <li>- здійснювати в будь який час контроль за виконанням, якістю, вартістю та обсягами робіт, здійснюваних Підприємцем на об'єкті;</li> <li>- вимагати безоплатного усунення недоліків, що виникли внаслідок порушень допущених Підприємцем, або виправити такі недоліки своїми силами із залученням третіх осіб, у разі відмови Підприємця усунути дані недоліки та вимагати компенсації понесених витрат на усунення таких недоліків;</li> <li>- зупинити виконання передбачених Договором робіт по об'єкту або/та в цілому або в місцях де виявлені порушення, у разі порушення Підприємцем Проектної документації, вимог та норм ДБН, державних стандартів та інших чинних нормативних актів України, до їх повного усунення шляхом письмового повідомлення Підприємця;</li> <li>- залучати осіб, які від імені Замовника, незалежно від осіб, які здійснюватимуть технічний нагляд та авторський нагляд на об'єкті будівництва, здійснюватимуть нагляд за якістю проведених Підприємцем будівельних робіт;</li> </ul> <p>2.2 Замовник зобов'язаний:</p> <ul style="list-style-type: none"> <li>- своєчасно допустити Підприємця на територію для проведення робіт;</li> <li>- при виникненні у Підприємця у процесі роботи необхідності отримання додаткової інформації або роз'яснень організувати отримання необхідної йому інформації;</li> <li>- надати можливість Підприємцю використовувати частину ділянки у розмірах необхідних для виконання будівельних робіт передбачених цим Договором, для складування та зберігання необхідних матеріалів та обладнання;</li> <li>- надати Підприємцю доступ до джерел електроживлення 220 В та 380 В та створити умови використання Підприємцем інших ресурсів, у тому числі води, необхідних для проведення робіт відповідно до даного Договору. При цьому вартість електроенергії та води Підприємцем не відшкодовується;</li> <li>- до початку робіт, надати Підприємцю у двох екземплярах усю робочу та проектну документацію необхідну для виконання усіх будівельних робіт на об'єкті;</li> <li>- забезпечити Підприємцю місце для складування усього об'єму ґрунту, який буде розроблений в ході виконання будівельних робіт;</li> <li>- забезпечити охорону матеріалів та техніки Підприємця, яка залишається на території виконання робіт у позаробочий час, за умови, що малогабаритні матеріали, інструменти, паливно-мастильні матеріали тощо будуть</li> </ul>



<p>without the involvement of additional force or special equipment, such as armature, metal structures, etc., must be stored in one specially designated place; Technique and special equipment should be stored in a specially provided Client place. In case of violation of these conditions, the Client will not be responsible for the materials and technique of the contractor, which was left on the execution of work in the period of work;</p> <ul style="list-style-type: none"> <li>- Indicate a rafter on the territory of the construction site - a sign that fixes a defined point in relation to which all geodesical - breakdowns will be carried out;</li> <li>- To accept and pay the contractor properly performed works, in accordance with the terms provided by this Contract.</li> </ul> <p>2.3 Contractor has the right:</p> <ul style="list-style-type: none"> <li>- To involve with the agreement of the Client certain volumes of subcontractors (contractors).</li> <li>- to initiate changes to this Contract in the procedure provided by the current Contract;</li> <li>- to demand payment of work performed properly by Contract in accordance with the procedure and terms set by the contract;</li> <li>- Other rights provided for by the Treaty and the current legislation of Ukraine.</li> </ul> <p>2.4 Contractor undertakes:</p> <ul style="list-style-type: none"> <li>- to get an act of acceptance - the transfer of the construction site and the design documentation from the Client;</li> <li>- to execute the work provided for by this Contract and applications to it in accordance with the approved design documentation and existing construction norms and rules;</li> <li>- Provide their employees with household premises and be responsible for its operation within sanitary and fire-prevention rates, as well as occupational safety requirements. Including to ensure compliance with their employees, as well as involved subcontractors (in case of involvement of such persons in the implementation of works under an Contract on its terms) on each construction site of safe conditions for work, fire-prevention measures and legislation on labor protection.</li> <li>- Provide their (and involved) personnel with all the right means of individual protection, which are provided by safety requirements. The contractor undertakes to use only custom tools and equipment when performing works on a construction site. Personnel of the contractor (or involved by him of the Subcontractor personnel), which will be carried out with increased danger, must have a valid certificate of these works;</li> <li>- in a timely manner remove the imperfections of the works done by its fault in accordance with the procedure established by this Contract, including during the period of guarantee terms;</li> <li>-</li> <li>- At the request of the Client to provide all materials / equipment / other commodity-material values (within the framework of supplies made by the Client) used to perform work under an Contract provided for by law certificates of quality and security and other documentation provided for by the current legislation of Ukraine for such a type of materials / equipment and other commodity and material values;</li> <li>- Present to examine the progress of work which will be later covered/invisible (e.g. insulations, installations of foil etc. During the 5 (five) consecutive calendar days from</li> </ul>	<p>зберігатись у спеціально відведених закритих приміщеннях; матеріали, які неможливо переносити без залучення додаткової сили чи спецтехніки, такі як арматури, металеві конструкції тощо, повинні зберігатися в одному спеціально для цього відведеному місці; техніка та спецтехніка повинні зберігатись у спеціально наданому Замовником місці. У випадку порушення цих умов, Замовник не нестиме відповідальності за матеріали та техніку Підрядника, яку було залишено на території виконання робіт у позаробочий час;</p> <ul style="list-style-type: none"> <li>-вказати на території будівельного майданчика репер – знак, який закріплює визначену точку відносно якої будуть проводитись усі геодезично – розбивочні роботи;</li> <li>-прийняти і оплатити Підряднику належним чином виконані роботи, в порядку і на умовах, передбачених цим Договором.</li> </ul> <p>2.3 Підрядник має право:</p> <ul style="list-style-type: none"> <li>- Залучати з погодження Замовника для виконання певних обсягів робіт субпідрядників (підрядників).</li> <li>- ініціювати внесення змін до цього Договору у передбаченому чинним Договором порядку;</li> <li>- вимагати оплати виконаних належним чином робіт за Договором у порядку та строки, встановлені Договором;</li> <li>- інші права, передбачені Договором та чинним законодавством України.</li> </ul> <p>2.4 Підрядник зобов'язується:</p> <ul style="list-style-type: none"> <li>- отримати за Актом прийняття – передачі будівельний майданчик та проектну документацію від Замовника;</li> <li>- виконати роботи передбачені цим Договором та додатками до нього у відповідності до затвердженої Проектної документації та діючих будівельних норм і правил;</li> <li>- забезпечити своїх працівників побутовим приміщенням та нести відповідальність за його експлуатацію в межах санітарно - гігієнічних та протипожежних норм, а також вимог з охорони праці. В тому числі забезпечити дотримання своїми працівниками, а також залученими субпідрядниками (у разі залучення таких осіб до виконання робіт за Договором на його умовах) на кожному будівельному майданчику безпечних умов проведення робіт, протипожежних заходів і законодавства по охороні праці.</li> <li>- забезпечити свій (і залучений) персонал усіма справними засобами індивідуального захисту, які передбачені вимогами техніки безпеки. Підрядник зобов'язується використовувати тільки справні інструменти і обладнання при виконання робіт на будівельному майданчику. Персонал Підрядника (або залученими ним персонал Субпідрядників), який виконуватиме роботи з підвищеною небезпекою повинен мати дійсні посвідчення на виконання цих робіт;</li> <li>- своєчасно усувати недоліки робіт, допущені зі своєї вини в порядку, встановленому цим Договором, в тому числі і в період гарантійних термінів;</li> <li>- на вимогу Замовника надавати на всі матеріали / обладнання / інші товарно-матеріальні цінності (в рамках поставок, зроблених Замовником), що використовуються для виконання Робіт за Договором, передбачені законодавством сертифікати якості та безпеки та іншу документацію, передбачену чинним законодавством України для такого виду матеріалів/обладнання та інших товарно-матеріальних цінностей;</li> <li>- пред'являти для огляду хід виконання прихованих Робіт (ізоляція, укладення плівки, тощо). Протягом 5 (п'яти)</li> </ul>
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<p>the moment of the expiration of hidden work to provide a review and approval by the Client's representative, as well as a person who carries out technical supervision, acts of review of hidden works in accordance with the procedure established by DBN(official Code of Acting Construction Norms) and other construction standards;</p> <ul style="list-style-type: none"> <li>- to carry full responsibility for the technical state of the tools used and work performed;</li> <li>- In the process of performing works, it is constantly systematic, and after the completion of works - the final cleaning of workplaces, each construction site, from the remnants of materials and waste that formed during the execution of works. Building waste should be exported by the contractor from its workplace regularly - not less than once a week. At the end of any part of the work, the contractor should be eliminated from the workplanes that defined by the Client, all temporary buildings, garbage, unused materials and other equipment, materials or parts belonging to the contractor and / or subcontracted and used during it. Execution of works, and must leave the premises and workspace in order, in a clean and safe state. In the case of non-compliance with the contractor of the above-mentioned actions, such actions can be carried out by the Client at the expense of the contractor (including, but not limited to, with the maintenance of such amounts on settlements with a contractor with appropriate written notification or billing for payment);</li> <li>- to adhere to the requirements of normative legal acts on labor protection, environmental protection and environmental safety, and other norms and rules assigned to the contractor legislation on each construction site;</li> <li>- Transfer to the Client performed work in accordance with the procedure provided for by this Contract and DBN(official Code of Acting Construction Norms).</li> </ul> <p>2.5 Other 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>послідовних календарних днів з моменту закінчення виконання прихованих Робіт надавати на огляд та затвердження представнику Замовника, а також особі, що здійснює технічний нагляд, акти огляду прихованих робіт у порядку встановленому ДБН та іншими будівельними нормами;</p> <ul style="list-style-type: none"> <li>- нести повну відповідальність за технічний стан засобів, які використовуються, і Робіт, що виконуються;</li> <li>- в процесі виконання робіт постійно здійснювати систематичне, а після завершення робіт - остаточне прибирання робочих місць, кожного будівельного майданчика, від залишків матеріалів і відходів, що утворилися в ході виконання робіт. Будівельні відходи повинні вивозитися Підрядником за його рахунок з робочих площ регулярно - не менше, ніж один раз на тиждень. По закінченні будь-якої частини Роботи Підрядник повинен за свій рахунок усунути з робочих площ, які визначені Замовником, всі тимчасові будівлі, сміття, невикористані матеріали та інше Обладнання, матеріали або частини, які належать Підряднику та/або залученими ним субпідрядників і використовувалися під час виконання Робіт, та повинен залишити приміщення і робочі площі в порядку, в чистому та безпечному стані. У разі невиконання Підрядником вищевказаних дій, такі дії можуть бути здійснені Замовником за рахунок Підрядника (в тому числі, але не обмежуючись - з утриманням таких сум з розрахунків з Підрядником з відповідним письмовим повідомленням або виставленням рахунку для сплати);</li> <li>- дотримуватися на кожному будівельному майданчику вимог нормативно-правових актів щодо охорони праці, захисту навколишнього середовища та екологічної безпеки, та інших норм і правил покладені законодавством на Підрядника;</li> <li>- передати Замовнику виконані роботи в порядку, передбаченому цим Договором та ДБН.</li> </ul> <p>2.5. Сторони зобов'язуються:</p> <p>2.5.1. Максимально сприяти одна одній у виконанні зобов'язань, передбачених цим Договором.</p> <p>2.5.2. Своєчасно та в повному обсязі виконувати свої зобов'язання, передбачені цим Договором.</p> <p>2.5.3. За невиконання чи неналежне виконання зобов'язань за цим Договором нести відповідальність, передбачену цим Договором та чинним законодавством.</p>
<p><b>3. TERMS OF EXECUTION OF WORKS</b></p> <p>3.1 The term of execution of works agreed by the parties is indicated in the signed schedule of execution of works, which is an integral part of this Contract.</p> <p>3.2 If the date indicated in the schedule of work, construction works will not be completed in accordance with the project documentation of the object, then the term of work may be extended to a new time and defined by the parties and on the conditions specified by the parties, until the completion of the construction, which the parties are concluded an additional Contract to this Contract.</p> <p>3.3 The start of works on the Object according to the contract begins within 5 days from the moment of signing the contract</p> <p>3.4 In the event of amendments to the project documentation, the composition and scope of work, the parties conclude an additional Contract on the terms and cost of execution of works if such changes lead to this.</p>	<p><b>3. ТЕРМІНИ ВИКОНАННЯ РОБІТ</b></p> <p>3.1. Термін виконання робіт погоджений Сторонами та зазначається у підписаному графіку виконання робіт, який є невід'ємною частиною цього Договору.</p> <p>3.2. Якщо до дати, зазначеної у графіку виконання робіт, будівельні роботи не будуть закінчені згідно проектної документації Об'єкту, тоді термін виконання робіт може бути продовженим на новий визначений Сторонами термін та на визначених Сторонами умовах, до моменту завершення будівництва, про що сторони укладають додаткову угоду до цього Договору.</p> <p>3.3. Виконання Підрядником Робіт по Об'єкту починається на протязі 5-ти днів з моменту підписання договору</p> <p>3.4. У випадку внесення змін до проектної документації, складу та обсягу робіт, Сторони укладають додаткову угоду щодо строків та вартості виконання робіт, якщо такі зміни призводять до цього.</p>

<p>3.5 After completing the work, the Contractor is obliged to inform the Client on the readiness of the result of works before delivery, to compile a final act of receiving and transmitting a full range of work performed.</p>	<p>3.5.Після закінчення виконання робіт Підрядник зобов'язаний повідомити Замовника про готовність результату робіт до здачі, скласти остаточний Акт прийому-передачі та передати Замовнику повний комплекс виконаних робіт.</p>
<p style="text-align: center;"><b>4. CONTRACT VALUE</b></p> <p>4.1 The total contract value is _____ (_____ euro and cents) without VAT. Price of works is determined on the basis of approved and signed by the parties of the Prices and the calendar schedule of financing (Annex # 1 to the contract) on the results of the tender / proposals of the contractor who was accepted by the Client.</p> <p>4.2 The parties agreed that the contract price for the work executed by the contractor, according to this Contract, is subject to change in the following circumstances:</p> <ul style="list-style-type: none"> <li>- change in volumes and composition of work;</li> <li>- changing the level of prices for material and technical resources that affect the cost of works and construction costs more than 5 (five) percent;</li> <li>- adoption of new legislative and regulatory acts affecting the cost of works, in particular on taxation issues;</li> <li>- in other cases stipulated by the Contract.</li> </ul> <p>4.3 Changing a contractual price is made by the parties by signing an additional contract amendment.</p> <p>4.4 The Client pursuant to registration of the project (program) №3450-2 dated 25.02.2021 issued by the Cabinet of Ministers of Ukraine is exempted from all taxes, duties and charges on the territory of Ukraine, and therefore the price of Goods 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 Cabinet of Ministers of Ukraine to obtain VAT reimbursement.</p>	<p style="text-align: center;"><b>4. ВАРТІСТЬ ДОГОВОРУ</b></p> <p>4.1 Загальна сума Договору складає _____ (_____ Євро та центів) без ПДВ.. Ціна робіт визначається на підставі затвердженого та підписаного Сторонами кошторису і календарного графіку фінансування (Додаток №1 до Договору) за результатами тендеру/ пропозиції Підрядника яка була прийнята Замовником.</p> <p>4.2 Сторони домовилися, що договірна ціна за виконуваним Підрядником Роботи, згідно цього Договору, підлягає зміні за наступних обставин:</p> <ul style="list-style-type: none"> <li>- зміна обсягів та складу Робіт;</li> <li>- зміна рівня цін на матеріально-технічні ресурси, які впливають на вартість Робіт та витрати на будівництво більше 5 (п'ять) відсотків;</li> <li>- прийняття нових законодавчих і нормативних актів, що впливають на вартість Робіт, зокрема, з питань оподаткування;</li> <li>- в інших випадках передбачених договором.</li> </ul> <p>4.3 Зміна договірної ціни оформлюється Сторонами шляхом підписання додаткової угоди.</p> <p>4.4 Замовник згідно із Реєстраційною карткою проекту (програми) №3450-2, виданою 25.02.2021 року Кабінетом Міністрів України, звільняється від усіх податків, митних зборів та стягнень на території України, а тому Ціна Товару визначається без ПДВ. У випадку, якщо Підрядник є платником ПДВ, Замовник зобов'язаний надати Підряднику відповідний документ від Кабінету Міністрів України для відшкодування Підрядником суми ПДВ.</p>

## 5. PAYMENT

5.1 Payment for the executed works is carried out by the Client in the national currency of Ukraine by bank transfer of the amount of the works free of VAT from Client's bank account to the Contractor's bank account.

5.2 Payment for the performed works is carried out in installments (gradually), according to the approved schedule of financing of works, intermediate payments as per executed works, in accordance with the schedule of performance, unless otherwise provided by the budget or Addenda to this Contract.

5.3 The calculations for the executed work are done in accordance with the approved schedule of financing the work, based on the invoices from contractor and provided acts of acceptance of executed works. Invoices and acts of acceptance of executed works are prepared and signed by the contractor and transferred to the Client up to the 10th date of each current month. The Client undertakes to pay for executed works in parts until the end of the current month. Acts of acceptance of executed works must be provided to the Client after the actual execution of each type of work in accordance with the schedule of execution of works, not later than 10 days after such works were executed.

5.4 In the event of detecting the inconsistency of works invoiced, according to the requirements, the overestimation of their volumes or improper use of estimated norms, current prices, prices and other errors that influenced the price of executed works, the Client has the right with the participation of the contractor to adjust the amount that is the subject for payment.

5.5 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.

5.6 The date of payment for the delivered goods is considered the date of the date of receipt of the transfer to the Contractor's account.

5.7 Any Party has at any time the right to initiate a reconciliation of mutual settlements under this Contract by signing the Acts of mutual reconciliation and the other party has no right to evade the verification of mutual settlements and signing of the Acts of mutual reconciliation.

## 6. ACCEPTANCE OF WORKS

6.1 The Client accepts the properly executed works by the Contractor upon their completion, by signing the Acts of acceptance of the executed works.

6.2 The Contractor prepares copies of the Acts of acceptance and transfer indicating the actual volume and cost of work performed, in accordance with the approved by the Parties estimate and schedule of works, signs them and submits them to the Client for consideration.

6.3 In case of refusal of the Client to accept the executed Works (discrepancies of the performed works according to the project, defects or any other shortcomings of the performed works), the Client within 5 banking days from the date of receipt of Acts of executed works, sends to the Contractor a reasoned refusal to accept the Works. The

## 5. ПОРЯДОК РОЗРАХУНКІВ

5.1 Оплата виконаних робіт здійснюється Замовником в національній валюті України у безготівковій формі шляхом перерахування суми вартості робіт без ПДВ з банківського рахунку Замовника на банківський рахунок Підприємця.

5.2 Оплата виконаних робіт проводиться поетапно, згідно затвердженого Сторонами графіку фінансування робіт, проміжними платежами в міру виконання робіт, відповідно до графіку виконання робіт, якщо інше не передбачено кошторисом або додатковими угодами до даного Договору.

5.3 Розрахунки за виконані роботи проводяться відповідно до затвердженого Сторонами графіку фінансування робіт з урахуванням виставлених Підприємцем рахунків та наданих актів приймання-передачі виконаних робіт. Рахунки та акти приймання-передачі виконаних робіт складаються і підписуються Підприємцем та передаються Замовнику до 10 числа поточного місяці. Замовник зобов'язується оплатити за виконані роботи частинами до кінця поточного місяця. Акти приймання-передачі виконаних робіт повинні бути надані Замовнику після фактичного виконання кожного з видів робіт згідно з графіку виконання робіт, не пізніше, а ніж 10 днів після виконання таких робіт.

5.4 У разі виявлення невідповідності робіт, пред'явлених до оплати, встановленим вимогам, завищення їх обсягів або неправильного застосування кошторисних норм, поточних цін, розцінок та інших помилок, що вплинули на ціну виконаних робіт, Замовник має право за участю Підприємця скоригувати суму, що підлягає сплаті.

5.5 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.

5.6 Датою оплати за Товар є дата надходження грошових коштів на банківський рахунок Підприємця.

5.7 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.

## 6. ПРИЙМАННЯ РОБІТ

6.1. Замовник приймає виконані Підприємцем належним чином Роботи по факту їх виконання, шляхом підписання Актів приймання-передачі виконаних робіт.

6.2. Підприємець готує примірники Актів приймання-передачі із зазначенням в них фактичного обсягу та вартості виконаних робіт, відповідно до затвердженого Сторонами кошторису та графіку виконання робіт, підписує їх і надає Замовнику на розгляд.

6.3. У разі відмови Замовника прийняти виконані Роботи (невідповідності виконаних Робіт проекту, дефектів чи будь-яких інших недоліків виконаних Робіт), Замовник протягом 5-ти банківських днів з моменту отримання актів виконаних робіт, направляє Підприємцю мотивовану відмову від прийняття Робіт з вимогою усунути допущені

<p>Contractor at his own expense is obliged to eliminate the discrepancies within the period specified by the Client.</p> <p>6.4 In case of discrepancy of the Contractor with the submitted remarks of the Client to the performed Works, the Client may involve independent specialists or experts who have the appropriate permission to operate in this field. The costs of the examination or research of the specialist shall be borne by the Client.</p> <p>6.5 Materials and equipment are accepted by the Client as a part of the performed works.</p> <p>6.6 Performed work is accepted by the authorized representative of the Client in accordance with:</p> <ul style="list-style-type: none"> <li>- issued project documentation;</li> <li>- compliance with the actual volume of work performed;</li> <li>- the quality required by current regulations for each type of work</li> </ul>	<p>недоліки. Підрядник за свій рахунок зобов'язаний усунути допущені недоліки в термін, вказаний Замовником.</p> <p>6.4. У випадку незгоди Підрядника із висунутими зауваженнями Замовника до виконаних Робіт, Замовник може залучати незалежних фахівців або експертів, що мають відповідний дозвіл на діяльність у даній сфері. Витрати на проведення експертизи або досліджень фахівця несе Замовник.</p> <p>6.5. Матеріали та обладнання приймаються Замовником у складі виконаних робіт.</p> <p>6.6. Виконані роботи приймаються повноваженим представником Замовника у відповідності до:</p> <ul style="list-style-type: none"> <li>- виданої проектної документації;</li> <li>- відповідності фактичних об'ємів виконаних робіт;</li> <li>- якості, що вимагається діючими нормативними документами, до кожного окремого виду Робіт.</li> </ul>
<p><b>7. WARRANTY OF WORKS. CLAIMS ON QUALITY</b></p> <p>7.1 The Contractor guarantees compliance of the result of the Works with the characteristics set forth in the Project Documentation, Technical Specifications and DBN(official Code of Acting Construction Norms) and the like. The warranty does not apply to cases of violation of operating rules, abuse or negligence in use, external interference with structural elements or other circumstances beyond the control of the Contractor.</p> <p>7.2 The warranty period for load-bearing structures is three years from the date of acceptance of the object by the Client.</p> <p>7.3 The warranty period for the works are 6 months.</p>	<p><b>7. ГАРАНТІЇ РОБІТ. ПРЕТЕНЗІЇ ПО ЯКОСТІ</b></p> <p>7.1 Підрядник гарантує відповідність результату Робіт характеристикам, викладеним в Проектній документації, ТУ та ДБН і тому подібне. Гарантійні зобов'язання не поширюються на випадки зумовлені порушенням правил експлуатації, зловживанням або недбалим ставленням при використанні, зовнішнім втручанням в елементи конструкцій або іншими незалежними від Підрядника обставинами.</p> <p>7.2 Гарантійний строк на несучі конструкції становить три роки від дня прийняття об'єкта Замовником.</p> <p>7.3 Гарантійний термін на роботи становить 6 місяців.</p>
<p><b>8. AUDIT AND INSPECTIONS</b></p> <p>8.1 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>8.2 The Contractor acknowledges and agrees that at any time the Client may check any aspect of this Contract. The Client's right to access any document related to this contract and conduct inspections on the Contractor's obligations is not lost after the termination of this Contract for a duration of 3 (three) years.</p> <p>8.3 The Contractor 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 Contractor 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 Contractor 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><b>8. АУДИТ ТА ПЕРЕВІРКИ</b></p> <p>8.1 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>8.2 Підрядник визнає та погоджується, що у будь-який час Замовник може провести перевірку, яка стосується будь-якого аспекту цього Договору. Права Замовника на проведення перевірок, доступу до будь-яких документів пов'язаних з виконанням цього Договору, та зобов'язання Підрядника дозволяти такі перевірки не втрачається після припинення цього Договору протягом 3-х (трьох) років.</p> <p>8.3 Підрядник зобов'язується повністю та вчасно співпрацювати під час таких перевірок та аудиту платежів за даним Договором. Така співпраця повинна включати, але не обмежуватися, зобов'язанням Підрядника давати доступ до своїх працівників, технічної та банківської документації відповідно до цілей перевірки, та гарантувати Замовнику доступ до всієї документації та приміщень Підрядника. Підрядник зобов'язується вимагати від своїх агентів, включаючи але не обмежуючись, адвокатів, бухгалтерів та інших радників Підрядника належної співпраці з Замовником та його агентами під час будь-яких перевірок чи аудитів платежів за даним Договором, які проводить Замовник.</p>

<p><b>9. ENVIRONMENTAL, SOCIAL AND HEALTH &amp; SAFETY COMPLIANCE</b></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 &amp; 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 KfW Environmental, Social and Health &amp; 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><b>9. ВІДПОВІДНІСТЬ ДО НОРМ ОХОРОНИ НАВКОЛИШНЬОГО СЕРЕДОВИЩА, СОЦІАЛЬНІЙ БЕЗПЕЦІ ТА БЕЗПЕЦІ ЗДОРОВ'Я</b></p> <p>9.1. Замовник, який діє від імені МЗДПУ, 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, соціальних принципів та охорони здоров'я KfW.</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><b>10. USE OF PARTIES' PERSONAL DATA</b></p> <p>10.1. The Parties provide one another voluntarily, complete and unconditional consent to process by each Party relevant personal data of the signatories to this Contract. Processing of the Parties' personal data should be solely used to ensure execution of the Contract, to the extent and within the limits set by the Law of Ukraine "On Personal Data Protection".</p>	<p><b>10. ВИКОРИСТАННЯ ПЕРСОНАЛЬНИХ ДАНИХ СТОРІН</b></p> <p>10.1 Сторони надають одне одному добровільну, повну і безумовну згоду на обробку кожною із Сторін відповідних персональних даних фізичних осіб, які зазначені у якості підписантів цього Договору. Обробка отриманих Сторонами персональних даних повинна здійснюватись виключно з метою забезпечення виконання зобов'язань за Договором, в обсязі і в межах, визначених Законом України «Про захист персональних даних».</p>
<p><b>11. VALIDITY OF THIS CONTRACT. ORDER OF AMENDING THE CONTRACT</b></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 till the "30" March 2022, but in any case until the Parties fulfil all their obligations under this Contract.</p> <p>11.2 This Contract may be terminated iff the Contractor:</p> <ul style="list-style-type: none"> <li>- suspended work for more than 10 (ten) calendar days,</li> <li>- violated the term of performance of works by more than 20 (twenty) calendar days;</li> <li>- violates building codes and regulations in the process of execution of works,</li> </ul> <p>11.3 In case of termination of the contract (or termination of performance of Works) the Parties sign the Act of partial delivery - acceptance of the performed Works and unused materials which is the basis for mutual settlements of the Parties provided by this Contract and on its conditions.</p> <p>11.4 At the same time, if the funds transferred by the Client is less than the cost of work performed by the Contractor and accepted in the manner prescribed by the Contract, the Client is obliged to pay the required amount to the Contractor, minus possible fines and losses, within 10 (ten) banking days from the moment of termination of the Contract, taking into account other conditions of the Contract.</p>	<p><b>11. ТЕРМІН ДІЇ ЦЬОГО ДОГОВОРУ. ПОРЯДОК ВНЕСЕННЯ ЗМІН ДО ДОГОВОРУ</b></p> <p>11.1 Договір набирає чинності з моменту підписання його уповноваженими представниками Сторін та скріплення печатками Сторін та діє до «30» березня 2022 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 у випадках якщо Підрядник:</p> <ul style="list-style-type: none"> <li>- призупинив ведення робіт більш, ніж на 10 (десять) календарних днів,</li> <li>- порушив строк виконання робіт більш, ніж на 20 (двадцять) календарних днів;</li> <li>- порушує будівельні норми і правила у процесі виконання Робіт,</li> </ul> <p>11.3 У разі розірвання договору (або припинення виконання Робіт) Сторони підписують Акт часткової здачі - приймання виконаних Робіт та невикористаних матеріалів, який є підставою для взаєморозрахунків Сторін, передбачених цим Договором та на його умовах.</p> <p>11.4 У той же час, якщо грошових коштів перерахованих Замовником виявиться менше, ніж вартість виконаних Підрядником і прийнятих у встановленому Договором порядку Замовником робіт, Замовник зобов'язаний доплатити необхідну суму Підряднику, за мінусом можливих штрафів та збитків, протягом 10 (десяти) банківських днів з моменту розірвання Договору з урахуванням іншим умов Договору.</p>

<p>11.5 The Contract may be amended or terminated in accordance with the Contract of the Parties, as well as in other cases specified by the current legislation of Ukraine.</p> <p>11.6 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 Contractor at the latest 30 calendar days before contract expiry. Addenda requested by the Client may not alter the scope of service or the contact value.</p> <p>For any addendum, the non-objection of KfW must be obtained.</p> <p>11.7 The terms of this Contract shall not apply to liabilities that arose between the Parties prior to the signing of this Contract.</p>	<p>11.5 Договір може бути змінений або припинений (розірвано) згідно Угоди Сторін, а також в інших випадках, визначених чинним законодавством України.</p> <p>11.6 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 Підрядником не пізніше ніж за 30 календарних днів до закінчення терміну дії Договору. Додаткові угоди на запит Замовника не можуть змінювати обсяги послуг чи вартість Договору. Для укладення будь-якої додаткової угоди KfW повинно надати своє не заперечення.</p> <p>11.7 Умови цього Договору не поширюються на зобов'язання, що виникли між Сторонами до підписання цього Договору.</p>
<p><b>12. INSURANCE</b></p> <p>12.1 Goods and works must be adequately and sufficiently insured by the Contractor against all risks that may arise until the proper completion and acceptance of the project, so that replacement or restoration is possible in case of damage.</p> <p>12.1 Transport insurance is to be provided for the duration of the entire transport. Insurance must be for full coverage (All Risks) and, where necessary, should include War Clauses (Cargo) and clauses for strikes and disturbances in accordance with internationally acknowledged clauses.</p> <p>12.2 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><b>12. СТРАХУВАННЯ</b></p> <p>12.1 Товари та роботи повинні бути адекватно та достатньо застраховані Підрядником від усіх ризиків, які можуть виникнути, до належного завершення та прийняття проекту, щоб заміна або відновлення було можливим у випадку пошкодження.</p> <p>12.2 Страхування транспорту повинно бути надане на увесь період транспортування. Страхування повинно бути для повного покриття (всі ризики) збитків і, у разі необхідності, повинно включати положення щодо війни (для вантажів) та положення про страйки та перешкоди відповідно до міжнародно визнаних статей.</p> <p>12.3 Страхування від надзвичайних подій, таких як війна, бунт, тероризм або революція, повинне бути вилученим наскільки це можливо, на розумних умовах. В іншому випадку договірне агентство та підрядник повинні досягти врегулювання розподілу цих ризиків у координації з KfW.</p>
<p><b>13. KfW REIMBURSEMENT</b></p> <p>13.1 Any reimbursements, guarantee or similar claimable payments and any insurance payments shall be made for account of the MENR to account no. 38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00) at KfW, Frankfurt am Main (BIC: KFWIDEFF; BLZ 500 204 00), with KfW crediting such payments to the Special account. If such payments are made in local currency they shall be remitted to a special account of in Ukraine, which may be drawn on only with the consent of KfW. Such funds may be re-utilized for the execution of the Project with KfW's consent.</p>	<p><b>13. ВІДШКОДУВАННЯ KfW</b></p> <p>13.1 Будь-які компенсації, гарантії чи подібні сплачені платежі та будь-які страхові виплати здійснюються в ім'я MENR на рахунок № 38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00) KfW, Франкфурт-на-Майні (BIC: KFWIDEFF; BLZ 500 204 00), при цьому KfW зараховує такі платежі на Спеціальний рахунок. Якщо такі платежі здійснюються в національній валюті, вони перераховуються на спеціальний рахунок в Україні, які можуть бути здійснені лише за згодою KfW. Такі кошти можуть бути використані повторно для виконання Проекту за згодою KfW.</p>
<p><b>14. LIABILITY OF THE PARTIES</b></p> <p>14.1 For failure and / or improper execution of this Contract the Parties bear responsibility according to the current legislation of Ukraine.</p> <p>14.2 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><b>14. ВІДПОВІДАЛЬНІСТЬ СТОРІН</b></p> <p>14.1 За невиконання та/або неналежне виконання умов цього Договору Сторони несуть відповідальність згідно чинного законодавства України.</p> <p>14.2 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>14.3 За порушення строків виконання робіт або поставку Товару, який не відповідає вимогам даного</p>

<p>14.3 For violation of terms of works execution or delivery of the Goods or the delivery of the Goods that do not meet the requirements on the quality or quantity, the Contractor pays the Client a lumpsum of 0.1% of the value of undelivered Goods or inadequate quality or quantity of Goods for each day of such delay until the full proper performance of its obligations. However, the maximum penalty that can be applied may not exceed 10% of the total amount of the Contract indicated in paragraph 5.1. of this Contract.</p> <p>14.4 In case the Client is responsible for payment delays beyond the limits set out in this contract, the Contractor is entitled receive from the Client the conventional penalty at a rate of 0,1 % of the cost of the delayed payment for each day of delay. However, the cumulated interest payments made by the Client may not exceed 10% of the total Contract value specified in Article 5.1. of this Contract.</p> <p>14.5 Damages and payment of penalties do not exempt the guilty party from performing its obligations under this Contract.</p> <p>14.6 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>Договору за якістю чи кількістю, Підрядник оплачує Замовнику неустойку у розмірі 0,1% від вартості невиконаних вчасно робіт чи непоставленого вчасно або о в неналежній якості чи кількості Товару, за кожний день такого протермінування до повного належного виконання своїх зобов'язань. При цьому, максимальний розмір неустойки, яка може бути нарахована Підряднику не може перевищувати 10% від загальної суми Договору, вказаної в п.5.1. Договору.</p> <p>14.4 У разі порушення Замовником строку оплати Товару вказаному в цьому Договорі, Підрядник 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.5.1. Договору.</p> <p>14.5 Відшкодування збитків та сплата неустойки (пені, штрафу) не звільняє винну Сторону від виконання своїх зобов'язань за даним Договором.</p> <p>14.6 Жодна сторона цього Договору не несе відповідальності перед іншою стороною за будь-які непрямі збитки та втрачену вигоду із-за положень цього Договору або за будь-які непрямі збитки чи втрачену вигоду, що виникли внаслідок будь-якого діяння чи невиконання цього Договору, навіть якщо ця сторона була поінформована або передбачила можливість такого збитку.</p>
<p style="text-align: center;"><b>15. FORCE MAJEURE</b></p> <p>15.1 The Parties are exempted from liabilities for failure or improper performance of obligations hereunder in the event of force majeure circumstances that did not exist at the time of signing the Contract and arose against both Parties' will.</p> <p>15.2 Force majeure in this Contract are actions of invincible power and other circumstances that constitute grounds for exemption from liability for failure or improper performance of obligations under this Contract; any extreme or unavoidable events of external nature in relation to the parties or their consequences that arise through no fault of the Parties, against the will or wishes of the Parties and can not be provided with conventional actions to this end and those that are impossible to prevent or avoid with all caution and foresight, including, but not excluding natural disasters (earthquakes, floods, hurricanes, destruction due to lightning, etc.), disasters of biologic, technogenic, antropogenic origin (explosions, fire, breakdown of machinery and equipment, mass epidemics, etc.), the circumstances of social life (war, military operations, blockade, public disorder, terrorism, mass strikes and lock-outs, boycotts, etc.) and issuing prohibitive or restrictive regulations acts of government and / or local authorities, other legal or illegal, restrictive or limiting activities of these bodies that prevent the Parties from properly performing their obligations under this Contract or temporarily impede such performance.</p> <p>15.3 The Party that cannot fulfil obligations under this Contract due to force majeure shall notify the other party of this in writing (by telegram / e-mail / fax / courier) within 10 (ten) calendar days from the date of occurrence.</p> <p>15.4 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 style="text-align: center;"><b>15. ФОРС-МАЖОР</b></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 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 локауті, бойкоти тощо), а також видача заборонних або обмежувачих нормативних актів уряду та/або місцевого самоврядування, інших законних чи незаконних, заборонних чи обмежувачих заходів зазначених органів, які унеможливають виконання Сторонами належним чином своїх зобов'язань за цим Договором або тимчасово перешкоджають такому виконанню.</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>15.5 Evidence of force majeure and duration of action are the relevant supporting documents issued by the Chamber of Commerce.</p> <p>15.6 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>15.7 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>15.4 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>15.5 Доказом виникнення форс-мажорних обставин та тривалості їх дії є відповідні підтверджуючі документи, видані Торгово-промисловою палатою.</p> <p>15.6 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>15.7 Якщо форс-мажорні обставини продовжують діяти понад 3 (три) місяці підряд, Сторони зобов'язані провести переговори щодо погодження можливих альтернативних варіантів виконання умов даного Договору. Якщо у зв'язку з виникненням форс-мажорних обставин та/або їхніх наслідків, за які жодна із Сторін не несе відповідальності, виконання зобов'язань за цим Контрактом є все-таки неможливим, то цей Договір вважається розірваним з моменту виникнення неможливості виконання зобов'язань за цим Договором. У цьому випадку Сторони не звільняються від зобов'язання проінформувати іншу Сторону про наявність форс-мажорних обставин або настання їх наслідків.</p>
<p style="text-align: center;"><b>16. DISPUTE RESOLUTION</b></p> <p>16.1 All disputes and disContracts 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 Contract by negotiation, the dispute is submitted to the Commercial Court in the prescribed law jurisdiction.</p> <p>16.3 The Governing Law is the material and procedural law of Ukraine for Contracts concluded after National tenders.</p> <p>16.4 The governing law for contracts concluded after international tenders is the German law covering commercial relationships with the jurisdiction of the courts of Essen, Germany .</p>	<p style="text-align: center;"><b>16. ВИРІШЕННЯ СПОРІВ</b></p> <p>16.1 Всі спори та розбіжності, що можуть виникнути при виконанні, зміні чи розірванні цього Договору або у зв'язку із ним, будуть по можливості вирішуватись шляхом переговорів між Сторонами.</p> <p>16.2 У випадку, коли Сторони не досягнуть згоди шляхом переговорів, спір передається на розгляд в господарський суд за встановленою законодавством підсудністю.</p> <p>16.3 Правом, що регулює Договори укладені за результатами національних тендерів є матеріальне та процесуальне право України.</p> <p>16.4 Правом, що регулює Договори за результатами міжнародних тендерів є право Німеччини що регулює комерційні відносини з юрисдикцією суду у м. Ессен, Німеччина.</p>
<p style="text-align: center;"><b>17. OTHER CONDITIONS</b></p> <p>17.1 The Parties may not transfer their rights and obligations arising from this Contract to others.</p> <p>17.2 After the conclusion of the Contract all previous negotiations and correspondence regarding this Contract are void.</p> <p>17.3 In cases not covered by the Contract, the Parties are governed by the laws of Ukraine.</p> <p>17.4 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>17.5 In the course of execution of this Contract the exchange of business correspondence, reports, documents is allowed by email, if it is expressly foresean in the Contract. The entire correspondence (messages, letters, plans, proposals and other documents, copies of documents, etc.) under this Contract , each Party shall transmit to the other</p>	<p style="text-align: center;"><b>17. ІНШІ УМОВИ</b></p> <p>17.1 Сторони не мають права передавати свої права і обов'язки, що випливають із цього Договору, іншим особам.</p> <p>17.2 Після укладення Договору всі попередні переговори та переписка по ньому втрачають юридичну силу.</p> <p>17.3 У випадках, не передбачених Договором, Сторони керуються чинним законодавством України.</p> <p>17.4 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>17.5 В ході виконання цього Договору Сторонами приймається обмін діловою кореспонденцією, звітами, документами по електронній пошті, якщо це прямо передбачено Договором. Усю кореспонденцію (повідомлення, листи, плани, пропозиції, інші документи, копії документів і тому подібне) за цим Договором кожна</p>

<p>Party in writing delivered by courier, via mail (not e-mail) by registered letter (insured) with description and return receipt request or personal delivery against receipt to the address specified in Section 20 of the Contract if other addresses will not be notified in writing by the Parties to each other. The Parties agreed that in view of postal circulation the correspondence is considered as received by the other party on the 5th day after sending it by the shipping Party, including the evasion (failure) of the recipient Party to receive it in the post office or not appearing at the post office for receiving it.</p> <p>17.6 This Contract issued on 14 pages in English and Ukrainian languages, where the English version prevails, in 3 identical copies of equal legal force, one copy for each Party and one for KfW.</p> <p>17.7 Annexes and integral part of this Contract are:</p> <ul style="list-style-type: none"> <li>- Annex №1 - Specification;</li> <li>- Annex №2 - Declaration of Undertaking</li> <li>- Annex №3 - Contractor Technical Proposal</li> <li>- Annex №4 - Contractor Financial Proposal</li> <li>- Annex №5 - KfW Policy – Sanctionable Practice – Social and Environmental Responsibility</li> <li>- Annex № 6- Project design</li> </ul> <p>17.8 The Contract is valid from the moment of its signing by both parties till _____.2022 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>Сторона зобов'язана передавати іншій Стороні у письмовій формі з доставкою кур'єром, звичайною поштою (не електронною) цінним листом (оголошеною цінністю) з описом вкладення і повідомленням про вручення або особистим врученням під розпис по адресах, вказаних в Розділі 20 Договору, якщо інші адреси не будуть письмово повідомлені Сторонами одна одній. Сторони погодили, що з урахуванням поштового обігу кореспонденція вважається отриманою Стороною одержувачем на 5-й день після направлення її Стороною відправником, у тому числі, вважається отриманою і у разі ухилення (відмови) Сторони одержувача від її отримання у відділенні поштового зв'язку чи нез'явлення Сторони у відділення поштового зв'язку для її отримання.</p> <p>17.6 Цей Договір складено на 14 аркушах англійською та українською мовами, з переважанням варіанту, в 3-х ідентичних примірниках, які мають рівну юридичну силу, по одному для кожної із Сторін та один для KfW (Кредитної Установи для Відбудови).</p> <p>17.7 Додатками та невід'ємною частиною цього Договору є:</p> <ul style="list-style-type: none"> <li>- Додаток №1 – Специфікація;</li> <li>- Додаток №2 – Декларація про зобов'язання</li> <li>- Додаток №3 – Технічна пропозиція Підрядника</li> <li>- Додаток №4 Фінансова пропозиція Підрядника</li> <li>- Додаток №5 Політика KfW - Практика, що підлягає санкціям - Соціальна та екологічна відповідальність</li> <li>- Додаток № 6 Робочий проект</li> </ul> <p>17.8 Договір вступає в силу з моменту його підписання обома сторонами та діє до _____.2022, і залишається в силі до повного виконання сторонами своїх зобов'язань.</p> <p>Цей договір набирає чинності лише після отримання не-заперечення від KfW щодо контракту, що становить більше 100 000 євро.</p>
<p align="center"><b>20. LEGAL ADDRESSES, DETAILS AND SIGNATURES OF THE PARTIES</b></p> <p><b>CLIENT:</b>  <b>AHT Group AG</b>  Registered at the address in Ukraine: 79039 Lviv, Str. Shevchenko 70/1  Phone: +380322330423  IBAN UA 93 322313 0000026004000029062  JSC "UKREXIMBANK", affiliated branch in Lviv city MFO 322313,  e-mail: <a href="mailto:info@snpa.in.ua">info@snpa.in.ua</a></p> <p><b>Authorized representative</b></p> <p>_____ / <b>Michael Brombacher</b></p> <p><b>М.П.</b></p>	<p align="center"><b>20. ЮРИДИЧНІ АДРЕСИ, РЕКВІЗИТИ ТА ПІДПИСИ СТОРІН</b></p> <p><b>ЗАМОВНИК:</b>  <b>АГТ ГРУП АГ (AHT GROUP AG)</b>  Місцезнаходження в Україні: 79039, м. Львів, вул. Шевченка, 70/1  Tel. +380322330423  IBAN UA 93 322313 0000026004000029062  в філії АТ "УКРЕКСІМБАНК" у м. Львові  МФО 322313  електронна пошта: <a href="mailto:info@snpa.in.ua">info@snpa.in.ua</a></p> <p><b>Уповноважений представник</b></p> <p>_____ / <b>Міхаель Бромбахер</b></p> <p><b>М.П.</b></p>
<p><b>CONTRACTOR:</b>  <b>SoftwareONE Ukraine", LLC</b>  4-B M. Hrinchenko Str., Kyiv City, 03038  Horizon Park Business Center  Bank: PJSC «Raiffeisen Bank Aval»  Bank Address: 9, Leskova Street, Kyiv, 01011, Ukraine  IBAN UA543808050000000026001439418  SWIFT AVALUAUK</p>	<p><b>ПІДРЯДНИК:</b>  <b>ТОВ «СофтверВАН Україна»</b>  03038, Україна, м. Київ, вул. Миколи Грінченка 4-Б,  Horizon Park Business Center  Банк: АТ «Райффайзен Банк Аваль»  Адреса банку: 9, Вул. Лескова, м. Київ України,  IBAN UA543808050000000026001439418  SWIFT AVALUAUK</p>

EDRPOU code 36273889 Individual taxpayer number 362738826580 Tel.: (044) 499-59-89 <a href="mailto:kyiv.ukraine@softwareone.com">kyiv.ukraine@softwareone.com</a>  _____/_____/_____ М.П.	Код ЄДРПОУ 36273889 ПІН 362738826580 Тел.: (044) 499-59-89 <a href="mailto:kyiv.ukraine@softwareone.com">kyiv.ukraine@softwareone.com</a>  _____/_____/_____ М.П.
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**Annex №1/ Додаток №1**  
**to the Supply Contract / до Договору Поставки №\_\_ від/dated \_\_\_\_\_ 2021**

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

Ukraine, city of Lviv  
Україна, м.Львів

\_\_\_\_\_ 2021

1. Works execution table:	1. Графік виконання робіт :
2. Place of works execution: Carpathian Biosphere Reserve 90600, Zakarpatska obl., Rakhiv city, Krasne Pleso street 77	2. Місце виконання робіт: Карпатський біосферний заповідник 90600, Закарпатська обл., м. Рахів, вул. Красне Плесо, 77
3. Schedule of payments: Installment 1 for the executed works (....) which corresponds to : _____Euro, the Client is obligated to pay to the Contractor within 10 (ten) calendar days from the date of meeting the following conditions: - written acceptance by the technical supervisor the acceptance of executed works - Signed Act of executed works - Receipt of invoice from the Contractor in two copies. Installment 2 ...	3. Schedule of payments: Installment 1 for the executed works (....) Which corresponds to: _____Euro, the Client is obligated to pay to the Contractor within 10 (ten) calendar days from the date of meeting the following conditions: - written acceptance by the technical supervisor the acceptance of executed works - Signed Act of executed works - Receipt of invoice from the Contractor in two copies. Installment 2...
4. Payment conditions: 4.1 Payment is done by the Client based on the invoice, signed and sealed by the Contractor 4.2 Payment is carried out by the Client in the national currency of Ukraine in accordance with the official exchange rate of the national currency of Ukraine against the Euro, listed on the official website of the NBU on the date of issuing the invoice by bank transfer without VAT from Client's bank account to the Contractor's bank account 4.3 The Client must inform the Contractor about the payment on the day of transferring money by sending the last relevant message by e-mail, fax or by any other acceptable means from which it will be clear that the Client's monetary obligation is fulfilled.	4. Умови оплати: 4.1 Оплата здійснюється Замовником на підставі рахунку-фактури, підписаного Підприємцем та скріпленого печаткою Підприємця, 4.2 Оплата здійснюється Замовником в національній валюті України відповідно до офіційного курсу національної валюти України стосовно Євро, що наведений на офіційному сайті НБУ на дату виставлення рахунку у безготівковій формі шляхом перерахування суми без ПДВ з банківського рахунку Замовника на банківський рахунок Підприємця 4.3 Замовник повинен повідомити Підприємця про здійснення платежу в день перерахування грошей, надіславши останньому відповідне повідомлення електронною поштою, факсимільним зв'язком чи будь-яким іншим прийнятним способом, з якого недовозначно буде зрозумілим, що грошове зобов'язання Замовника виконано.
5. The warranty period for load-bearing structures is three years from the date of acceptance of the object by the Client. The warranty period for the works are 6 months.	5. Гарантійний строк на несучі конструкції становить три роки від дня прийняття об'єкта Замовником. Гарантійний термін на роботи становить 6 місяців
6. This Annex shall come into force with signed by both Parties	6. Даний Додаток набирає чинності з моменту підписання його обома Сторонами
7. This Annex is made up in duplicate, one copy for each Party, in Ukrainian and English, both texts being authentic and of equal legal force, issued in Ukrainian	7. Даний Додаток складено українською та англійською мовами, з переважанням англійського варіанту, в 3-х ідентичних примірниках, які мають

<p>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>рівну юридичну силу, по одному для кожної із Сторін та один для KfW (Кредитної Установи для Відбудови).</p>
<p><b>CLIENT: AHT Group AG</b>  Baumstraße 25, 45128 Essen, Germany  Registered at the address in Ukraine: 79039 Lviv, Str. Shevchenka 70/1  Phone: +380322330423  IBAN UA 93 322313 0000026004000029062  JSC “UKREXIMBANK”, affiliated branch in Lviv city MFO 322313,  e-mail: <a href="mailto:info@snpa.in.ua">info@snpa.in.ua</a></p> <p><b>ЗАМОВНИК: АГТ ГРУП АГ (AHT GROUP AG)</b>  Baumstraße 25, 45128, Німеччина, м. Ессен  Місцезнаходження в Україні: 79039, м. Львів, вул. Шевченка, 70/1  Tel. +380322330423  IBAN UA 93 322313 0000026004000029062  в філії АТ “УКРЕКСІМБАНК” у м. Львові  МФО 322313  електронна пошта: <a href="mailto:info@snpa.in.ua">info@snpa.in.ua</a></p> <p><b>Authorized representative/ Уповноважений представник</b></p> <p>_____</p> <p><i>signature, stamp</i></p> <p><b>Michael Brombacher /Міхаель Бромбахер</b></p>	<p><b>CONTRACTOR:</b></p> <p><b>ПІДРЯДНИК</b></p> <p>Director/ Директор</p> <p>_____</p> <p><i>signature, stamp</i></p>

## Bid Security

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

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

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

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

We have been informed that *[Insert name and address of the bidder, which in the case of a joint venture shall be the name and address of the joint venture]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of *[Insert project, object of the contract/brief description of the works]* under Request for id Solicitation No.NT-2021-19-CBR-Overhaul building M and A ("the NCB").

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

- (a) Has withdrawn its Bid during the period of bid validity set forth in the Applicant's Bid Submission Form (the Bid Validity Period"); or
- (b) Having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period, has failed to sign the contract agreement,.

This guarantee shall expire not later than *[Insert expiry date]*<sup>8</sup>.

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

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

*[As preferred option regarding guarantee rules insert<sup>9</sup>:* This guarantee is subject to the Uniform Rule for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.]

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Place, date

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Guarantor's authorized signature(s)

<sup>8</sup> Pursuant to Description of Requirements the guarantee must be valid for at least 42 days beyond the bid validity.

<sup>9</sup> In the case the issuing bank will not add the preferred option, the following must be added instead: This guarantee is governed by the laws of *[Insert country of jurisdiction]*. Note: the country of jurisdiction shall be the country where the bank's branch issuing the guarantee is physically located.