
German Financial Cooperation with Ukraine

**Project: Support to Nature Protected Areas (SNPA) in
Ukraine**

Request for Proposals

for

**Production of a documentary film about the impact of
the war on nature and protected areas in Ukraine**

**Employer: *AHT GROUP AG, Str. Shevchenka 70/1, Lviv
79039 Ukraine***

August 2023

KfW procurement number: 510429

BMZ No.:2011.6612.3 and 2013.6588.1

LETTER OF INVITATION

Lviv, Ukraine

Project: Support to Nature Protected Areas (SNPA) in Ukraine

The Employer: AHT GROUP AG, Str. Shevchenka 70/1, Lviv 79039 Ukraine

Contract title: Production of a documentary film about the impact of the war on nature and protected areas in Ukraine

Project ID: BMZ No.:2011.6612.3 and 2013.6588.1

KfW procurement number: 510429

Date: 06.11.2023

1. The AHT GROUP AG referred to as the “Employer” is acting as implementing agency for the project “Support to Nature Protected Areas in Ukraine” and intends to engage a Consultant for which this Request for Proposal (RFP) is issued. KfW provides financing for the project; any payments are subject to the underlying financing arrangements and no party other than the Employer shall derive any rights from or have any claims to the proceeds of it.

The Employer now invites interested companies to submit their Proposals to provide the following services (hereinafter called “Services”): for Production of a documentary film about the impact of the war on nature and protected areas in Ukraine. More details on the Services are provided in the Terms of Reference (Section VII).

2. A firm will be selected in accordance with the procedures described in the KfW “Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries” (2019 Version, latest update December 2021), which can be found on the website www.kfw-entwicklungsbank.de.

3. The RFP includes the following Sections:

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

4. Interested eligible Bidders may obtain a complete set of RFP documents in electronic form (as pdf-file) free of charge after confirming their interest to submit a proposal by e-mail to the contact person mentioned below. The bidding documents received from SNPA are not transferable.

5. Please inform us by 14/11/2023, by E-mail to Contact Person

Contact Person: Solomiya Stefanyshyn - SNPA Financial and Procurement Officer
E-Mail: stefanyshyn@snpa.in.ua

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- (a) Whether you intend to participate in the pre-proposal conference
 - (b) whether you intend to submit a **Proposal**
6. Bids must be delivered to the address indicated in the clause ITC 15.6 of the bidding document on or before 17:00 local time, 05.12.2023.
 7. The Bid should include one (1) original and two (2) copies, each as hard copy as stated in the ITC 15.4. Late Bids will be rejected.
 8. Bids will be opened in a public session held via via zoom meeting at 11:00 (GMT+3) on 06.11.2023 at the address: Shevchenka Str., 70, apt. 1, Lviv, 79039 Ukraine
 9. Details on the **Proposal**'s submission date, time and address are provided in **ITC 15.7**.

Yours sincerely,
Solomiya Stefanyshyn
SNPA Financial and Procurement Officer

PART 1 – TENDERING PROCEDURES

Section I. Instructions to Consultants

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Section I. Instructions to Consultants

A. General Provisions

1. Scope of Proposals and Definitions

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

The following three selection methods can be distinguished in this one- stage RfP:

- a) **Two-envelope submission Quality and Cost-Based Selection (QCBS)**, which attributes a weight to the Technical Proposal and to the Financial Proposal as indicated in the **Data Sheet** and is the standard method.
- b) **One-envelope submission Fixed Budget-Based Selection (FBS)**, which attributes 100 % weight to the Technical Proposal and 0 % to the Financial Proposal, provided the Financial Proposal is within the available budget. The available budget is indicated in the **Data Sheet**. This selection method is appropriate only when the assignment is simple and can be precisely defined and when the budget is fixed. This selection method is most useful in the case of small studies and simple services.
- c) **One-envelope submission Least Cost-Based Selection (LCS)**, in which the Contract is awarded to the lowest-priced, substantially responsive Proposal. This selection method may only be envisaged for standard, non-complex Consulting Services of limited cost (e.g. translation work, audits).

1.2 Throughout these Request for Proposal the following definitions apply:

- (a) "Affiliate(s)" means an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in the Employer's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) "Consultant" means a legally established professional consulting firm or an entity that may provide or provides the Services to the Employer under a Contract. The terms "Consultant" and "Bidder" are used in this document interchangeably.
- (d) "Contract" means a legally binding written agreement signed between the Employer and the Consultant, which includes all the attached documents listed in its Clause 1 (the General Conditions (GC), the Special Conditions (SC), and the Appendices).
- (e) "**Data Sheet**" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement the provisions of the ITC. In case of conflict between the ITC and the **Data Sheet**, the **Data Sheet** shall prevail.
- (f) "Day" means a calendar day.
- (g) "Employer" means the contracting party that legally concludes the Contract for the Services with the selected Consultant. The term Employer may be used interchangeably with the term Project Executing Agency.

- (h) “Experts” means, collectively, Key Experts, other experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (i) “Government” means the government of the Employer’s country.
- (j) “Guidelines” means Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries available at https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/Vergaberichtlinien-2019-Englisch-Internet_2.pdf.
- (k) “ITC” (Section 2 of this RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Employer for the performance of the Contract. The terms Joint Venture and Consortium can be used interchangeably.
- (m) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s **Proposal**.
- (n) “LOI” (Section 1 of this RFP) means the Letter of Invitation being sent by the Employer to the shortlisted Consultants.
- (o) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (p) “RFP” means the Request for Proposals to be prepared by the Employer for the selection of Consultants.
- (q) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (r) “Sub-consultant” means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Employer during the performance of the Contract.
- (s) “TOR” (Section VII of this RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment.

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

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

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

2. Source of Funds, Responsibilities

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

The following clause applies only if KfW is not the Employer:

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

3. Sanctionable Practice

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

3.2 In further pursuance of this policy, Consultants shall permit and shall cause its agents to provide information and permit KfW or an agent appointed by KfW to inspect on site all accounts, records and other documents relating to bid submission and contract performance (in the case of award), and to have them audited by auditors or agents appointed by KfW.

4. Eligible Consultants and Eligible Materials, Equipment, and Services

4.1 A Consultant may be a firm that is a private entity or a government-owned entity — subject to ITC 4.3.

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

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

4.4 This tendering procedure is open only to preselected Consultants.

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

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

5. Conflict of Interest

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

5.2 Bidders shall be disqualified if they:

- (a) are an affiliate controlled by the Employer or a shareholder controlling the Employer, unless the stemming conflict of interest has been fully resolved;
- (b) have a business or a family relationship with an Employer's staff involved in the tender process or the supervision of the resulting

Contract, unless the stemming conflict of interest has been fully resolved;

- (c) are controlled by or do control another Bidder or are under common control with another Bidder, receive from or grant subsidies directly or indirectly to another Bidder, have the same legal representative as another Bidder, maintain direct or indirect contacts with another Bidder which allow them to have or give access to information contained in the respective applications, to influence them or influence the decisions of the Employer;
- (d) are engaged in a services activity which, by its nature, may conflict with the assignment that they would carry out for the Employer;
- (e) were directly involved in drawing up the terms of reference or other relevant information for the tender process. This shall not apply to consultants who have produced preparatory studies for the project or who were involved in a preceding project phase, insofar as the information they prepared, especially feasibility studies, was made available to all Bidders and the preparation of the terms of reference was not part of the activity.
- (f) were during the last 12 months prior to publication of the tender process indirectly or directly linked to the project in question through employment as a staff member or advisor to the Employer and are or were able in this connection to influence the award of contract.
- (g) are state-owned entities, which are not able to provide evidence that (a) they are legally and financially autonomous and (b) they do operate under commercial laws and regulations.

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

6. Unfair Competitive Advantage

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

B. Preparation of Proposals

7. General Considerations

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

7.2 A substantially responsive Proposal is one that conforms to the terms, conditions, and specifications of the RFP without material deviation or reservation which are likely to jeopardize the achievement of the objective of this assignment. A material deviation or reservation is one that:

- a) affects in any substantial way the scope, quality, or performance of the Services; or
- b) limits in any substantial way, inconsistent with the RFP, the Employer's rights or the Consultant's obligations under the Contract; or
- c) if rectified would unfairly affect the competitive position of other Consultants presenting substantially responsive Proposals.

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

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Employer is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Documents Comprising the Proposal

9.1 The Proposal shall include a Declaration of Undertaking in the format provided in Form TECH-1 (Section III) along with the Technical and the Financial Proposal. The individual documents and forms comprising the Proposal are enlisted in the **Data Sheet** (see Clause 20.1 and 20.2).

9.2 In case Consultants are required to demonstrate their qualification, the **Data Sheet** (see Clause 20.2) will determine which qualification documents have to be submitted as well as any other documents and forms to be submitted.

9.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section IV).

10. Proposal Validity

10.1 The validity period shall be 3 (three) month. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

10.2 A replacement of Key Experts in the initial Proposal validity period is acceptable only for duly justified reasons beyond the control of the Consultant (e.g. sickness or accident). The Consultant shall propose an alternative expert with an equal or better qualification. If the replacement Key Expert's qualification is not equal or better than the qualification of the initial candidate or the justification for replacement is unsubstantiated the Proposal shall be rejected.

Extension of Validity Period

10.3 The Employer will make its best effort to complete the evaluation within the Proposal's validity period. However, should the need arise, the Employer may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity period.

10.4 If the Consultant agrees to extend the validity period of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

10.5 The Consultant has the right to refuse to extend the validity period of its Proposal in which case such Proposal will not be further evaluated.

- Substitution of Key Experts at Validity Extension
- 10.6 If any of the Key Experts becomes unavailable during the extended validity period, the Consultant shall provide a written substitution request to the Employer.
- 10.7 The replacement Key Expert shall have equal or better qualifications than the Key Expert being replaced. If the Consultant fails to provide a replacement Key Expert with equal or better qualification, such a Proposal will be rejected.
- 10.8 Substitution requests shall not delay the evaluation process.
- 11. Clarification and Amendment of RFP**
- 11.1 The Consultant may request a clarification of any part of the RFP until the deadline indicated in the **Data Sheet**. Any request for clarification must be sent in writing, or by standard electronic means, to the Employer's address indicated in the **Data Sheet**. The Employer will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants not later than ten (10) days prior to the deadline for the submission of Proposals. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 11.1.1 At any time before the Proposal submission deadline, the Employer may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them.
- 11.1.2 If the amendment is substantial, the Employer may extend the Proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.
- 11.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
- 12. Preparation of Proposals – Specific Considerations**
- 12.1 While preparing the Proposal, the Consultant must give particular attention to the provisions in the **Data Sheet**.
- 12.2 If stipulated in the **Data Sheet** a basic eligibility and qualification assessment will be carried out to establish the Consultant's general capability to perform the requested services as a prerequisite to qualify for technical evaluation. The Consultant shall submit the Qualification Form(s) as stipulated in the **Data Sheet**.
- 12.3 If required in the **Data Sheet**, the Consultant shall include in its Proposal at least the minimum time-input (in the same units) required from the Key Experts. If the Consultant includes a lower time input, the Employer shall adjust the respective Financial Proposal to make it comparable with the other Proposals in accordance with the method in the **Data Sheet**.
- 13. Technical Proposal Format and Content**
- 13.1 In a two-envelope procedure (here: QCBS only) the Technical Proposal shall not include financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 13.2 The Consultant shall not propose Key Experts inconsistent with the Key Experts profiles described in the TOR (Section VII). Only one CV shall be submitted for each Key Expert position.
- 13.3 The Technical Proposal shall be prepared using the Standard Forms provided in Section III of this RFP.

14. Financial Proposal	14.1 The Consultant shall submit a Financial Proposal based on the requirements as described in the TOR (Section VII) and considering the remuneration mode as specified in the Data Sheet . If a contract period is provided in the Data Sheet the Consultant shall assume this contract period in the preparation of the Financial Proposal. The Financial Proposal shall contain the information and be structured as detailed in the Data Sheet and in Section IV.
Taxes	14.2 Tax liabilities and public duties in connection with the Contract will be reimbursed upon documentary evidence. In case KfW is the Employer, and the Consultant is a German resident the applicable German VAT must be applied and shown separately in the financial proposal.
Currency of Proposal	14.3 The Consultant shall calculate the Financial Proposal for its Services in Euro unless otherwise permitted in the Data Sheet .
Currency of Payment and Payment Conditions	14.4 Payments under the Contract shall be made in Euro unless otherwise stated in the Data Sheet . 14.5 The Consultant shall calculate the Financial Proposal on the basis of the general payment conditions as per model Contract for consulting services attached under Section VIII if not otherwise stated in the Data Sheet .
Contributions by the Employer	14.6 The Consultant shall assume in the financial Proposal that the Employer shall make the following contributions: <ul style="list-style-type: none"> 14.6.1 provide the Consultant with all the information, documents, maps, aerial photographs, etc. in their possession and necessary for the completion of their services, free of charge, for the duration of the project; 14.6.2 provide other support and contributions as stipulated in the Data Sheet.

C. Submission, Opening and Evaluation

15. Submission, Sealing, and Marking of Proposals	15.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 9 (Documents Comprising Proposal). The submission can be done by mail (postal or courier service) or by hand unless otherwise stipulated in the Data Sheet .
	15.2 The authorized representative of the Consultant according to ITC 4.1. shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal.
	15.3 Any modifications, revisions, interlineations, erasures or overwriting shall be valid only if they are signed or initialized by the persons signing the Proposal.
	15.4 The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the Data Sheet . All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
	15.5 The original and all the copies of the Proposal shall be submitted and sealed as indicated in the Data Sheet . If the envelopes and packages with the Proposal are not sealed and marked as required in the Data Sheet , the Employer

will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

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

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

16. Confidentiality

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

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

17. Opening of Proposals

17.1 The Employer's evaluation committee shall proceed with the opening of the Proposals shortly after the submission deadline as indicated in the **Data Sheet** and establish and sign an opening protocol as per ITC 17.4.

17.2 The Employer's evaluation committee shall be composed of at least two members unless otherwise detailed in the **Data Sheet**. If a tender agent conducts the selection procedure on behalf of the Employer as indicated in the **Data Sheet** the opening of Proposals shall be done by the tender agent in presence of a witness and both shall sign the opening protocol as per ITC 17.4

17.3 In case of QCBS the envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with ITC 20. In case of FBS and LCS the Financial Proposal will be opened together with the Technical Proposal.

17.4 At the opening of the Proposals the following shall be recorded in the opening protocol: (i) the name and business address of the Consultant; (ii) the presence or absence of a Financial Proposal submitted in compliance with the packing requirements described in ITC 15; (iii) the presence or absence of the signed Declaration of Undertaking (TECH-1), (iv) a bid validity compliant with ITC 12.1; (v) any modifications to the Proposal submitted prior to the Proposal submission deadline; and (v) any other information deemed appropriate or as indicated in the **Data Sheet**.

Quality and Cost-based Selection - QCBS

17.5 In case of QCBS opening of the envelopes containing the Financial Proposal is subject to the acceptance of the Technical Evaluation Report and follows the stipulations of ITC 20. The Opening Protocol shall contain the following information: (i) the name of the Consultant; (ii) the scoring as per the technical evaluation; (iii) the read-out price; (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

18. General aspects of Evaluation

18.1 The evaluation of the Proposals shall be conducted in conformity with the provisions below. The individual evaluation steps and their sequence are depending on the form of submission and selection method chosen. This RfP differentiates between the selection methods as specified in ITC 1.1 and the detailed evaluation steps will be presented in ITC 20.2 to 20.4.

- a) In case of a two-envelope submission QCBS the detailed evaluation steps will be presented in ITC 20.2
- b) In case of a one-envelope submission FBS the detailed evaluation steps will be presented in ITC 20.3.
- c) In case of a one-envelope submission LCS the detailed evaluation steps will be presented in ITC 20.4.

The selection method applicable for this tender is determined in the **Data Sheet**

18.2 The evaluation report(s) shall include all clarifications with Consultants during the evaluation and be signed by all members of the Evaluation committee, pursuant to ITC 17.2.

18.3 The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted in accordance with ITC 10.6. While evaluating the Proposals, the Employer will conduct the evaluation only on the basis of the submitted Technical and Financial Proposals.

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

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

19. Evaluation methods

19.1 The Employer shall evaluate the Technical Proposals based on the evaluation criteria set out in the **Data Sheet**.

19.2 If indicated in the **Data Sheet** evaluation will be based on a scoring system. Then, for the purposes of scoring individual sub-criteria the following qualitative approach may be applied:

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

A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75 % of the maximum score in accordance with ITC 20.2 b)/20.3 b).

19.3 A proposal is considered responsive if it complies with the minimum requirements as defined in the **Data Sheet**. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum requirements as defined in the **Data Sheet**.

20. Evaluation steps and sequence

20.1 Generally, as a first evaluation step all proposals will be checked for administrative compliance as per ITC 10.1. A proposal that is not substantially responsive to the requirements as set out in the **Data Sheet** shall be rejected. In particular, any proposal lacking the following documents shall be considered not substantially responsive:

- a) Signed Declaration of Undertaking (Form TECH-1)

Bidders which fail to include a signed Declaration of Undertaking in their proposals will be excluded from further evaluation. In case of QCBS their financial proposals will be returned unopened once the tender has been concluded. The proposals of all other bidders will be evaluated as per the criteria and/or scoring system determined in the **Data Sheet**.

20.2 In case of a two-envelope submission **QCBS** the following evaluation steps will be carried out in the sequence presented below:

- a) If qualification criteria are determined in the **Data Sheet** the evaluation of the technical proposals will begin with assessing the bidder's qualification based on criteria set out in the **Data Sheet** and the information presented in the Qualification Forms. Bidders which could not establish full compliance with the qualification criteria will be excluded from further evaluation and their financial proposals returned unopened once the tender has been concluded. The technical proposals of all other bidders will be evaluated as per the criteria and scoring system determined in the **Data Sheet**.
- b) Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75 % of the maximum score in accordance with ITC 20.2 b). A technical proposal that is not substantially responsive to the requirements as set out in the **Data Sheet** shall be rejected.
- c) The technical evaluation will be presented in a report. Financial opening and evaluation may only resume once the technical evaluation report has been approved by the Employer and KfW, if KfW is not the Employer.
- d) The Financial Proposals of those Consultants which are in compliance with ITC 20.1 and are determined technically substantially responsive as per ITC 20.2 shall be opened. The Financial Proposals of those Consultants below the minimum score shall not be opened and returned unopened after completing the selection process and Contract signing. The opening of the Financial Proposals shall be done in accordance with ITC 17.2 and ITC 17.5. The Financial Proposals shall be assessed using the total price after correcting any arithmetical errors and strictly following the stipulations of ITC 23.
- e) The financial evaluation will be presented in a Combined Evaluation report of Technical and Financial Proposals to be approved by the Employer and KfW, if KfW is not the Employer.

Quality and Cost-based Selection - QCBS

The Proposal Score shall be calculated as per the formula presented in 20.5.

The Consultant with the highest Proposal Score shall be declared the winner and invited for negotiations.

20.3 In case of a one-envelope submission **FBS** the following evaluation steps will be carried out in the sequence presented below:

- a) Evaluation will begin with reading out the total prices of all proposals. Eligible for evaluation are only those proposals which are within the available budget as indicated in the **Data Sheet**. All proposals exceeding the available budget will be excluded from further evaluation. In order to determine financial responsiveness evaluation of the financial proposals will strictly follow the instructions as per ITC 21.
- b) If qualification criteria are determined in the **Data Sheet** the evaluation of the financially responsive technical proposals will begin with assessing the bidder's qualification based on criteria set in the **Data Sheet** and the information presented in the Qualification Forms. Bidders which could not establish full compliance with the qualification criteria will be excluded from further evaluation. The technical proposals of all other bidders will be evaluated as per the criteria and scoring system determined in the **Data Sheet**.
- c) Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75 % of the maximum score in accordance with ITC 20.3 b). A technical proposal that is not substantially responsive to the requirements as set out in the **Data Sheet** shall be rejected.
- d) The evaluation will be presented in a report to be approved by the Employer and KfW, if KfW is not the Employer.
- e) The Proposal Score shall be calculated as per the formula presented in 20.5.

Fixed Budget-based
Selection – FBS

The Consultant with the highest Technical Score shall be declared the winner and invited for negotiations.

20.4 In case of a one-envelope submission **LCS** the following evaluation steps will be carried out in the sequence presented below:

- a) Evaluation will begin with reading out the total prices of all proposals and checking for arithmetical correctness as specified in ITC 21.
- b) The lowest corrected price bid will be evaluated as per the pass and fail criteria set out in the **Data Sheet**. All other proposals will be neglected at this stage. If the lowest corrected price bid is determined technically responsive evaluation will be stopped and the bidder proposed to be awarded the contract.

If the lowest corrected price bid is determined technically unresponsive it will be excluded from further evaluation and the evaluation process will resume with the second lowest corrected price bid.

- c) The evaluation will be presented in a report to be approved by the Employer and KfW, if KfW is not the Employer.

The Consultant with the lowest corrected and technically responsive financial bid shall be declared the winner and invited for negotiations.

20.5 The Proposal Score shall be calculated as per the following formula:

The weights given to the Technical (T) and Financial (F) Proposals are as indicated in the **Data Sheet**.

The weighted technical score is calculated as follows:

$PT = WT * T$, with

PT = weighted technical score (points) of a technical Proposal,

T = technical score (points) as per technical evaluation,

WT = weight of the technical Proposal (in percent)

The weighted financial score is calculated as follows

$PF = WF * Co/C$, with

PF = financial score (points) of a financial Proposal,

C = evaluated price of the financial Proposal,

Co = lowest evaluated price of all financial Proposals.

and the overall score is calculated as:

$P = PF + PT.$ ”]

Least Cost-based
Selection - LCS

21. Evaluation of Financial Proposals

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

Time Based
contracts

21.2 If a Time-Based contract form is included in the RFP, the Employer's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the prices if they fail to reflect the duration of the contract in accordance with ITC 14.1., and (c) adjust the prices if they fail to reflect all inputs, which, in accordance with the RFP have to be indicated and priced separately, using the highest rates for the corresponding items indicated in the Financial Proposals of competing Bids, determined to be responsive in accordance with ITC 7.2. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Employer's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

Lump Sum
contracts

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

21.4 Notwithstanding the above, the offered price may be adjusted for Other Cost items which are to be offered separately to allow for comparison, if such items are not offered as per instructions in 14.1. in the **Data Sheet**.

22. Employer’s Right to Reject All Proposals

22.1 The Employer reserves the right to annul the bidding process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Consultants.

D. Negotiations and Award

23. Negotiations

23.1 The Employer shall conduct contract negotiations with the Consultant whose bid has been ranked highest.

23.2 The Employer shall prepare minutes of negotiations, which shall be signed by the Employer and the Consultant’s authorized representative.

Availability of Key Experts

23.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 10 of the ITC. Failure to confirm the Key Experts’ availability shall result in the rejection of the Consultant’s Proposal, in which case the Employer shall proceed to negotiate the Contract with the next-ranked Consultant.

23.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period specified in the invitation announcement to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

Technical Negotiations

23.5 The scope of the contract negotiations shall be limited to the following points:

- a) clarifying the work and the methods to be used, where necessary adjusting the staffing schedule;
- b) clarifying any counterpart services to be provided by the Employer.

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

Financial Negotiations

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

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

24. Conclusion of Negotiations

24.1 The negotiations are concluded with a review of the finalized draft Contract.

24.2 If the negotiations fail, the Employer shall inform the Consultant immediately in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Employer shall terminate the negotiations informing the Consultant of the reasons for doing so and invite the next-ranked Consultant to negotiate the Contract. Once the

Employer commences negotiations with the next-ranked Consultant, the Employer shall not reopen the earlier negotiations.

25. Award of Contract, Information of Consultants

25.1 After completing the negotiations with the Consultant, the Employer shall promptly inform all preselected Consultants on the outcome of the selection procedure. The information sent to the Consultants shall contain the name and the contract amount of the winning Consultant, the combined Proposal Score/Result of the winner and the respective Consultant.

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

The following clause applies only if KfW is not the Employer:

25.3 Subject to KfW's approval to the draft Contract the Employer shall sign the Contract. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

Section II. Data Sheet – QCBS

A. General	
ITC Clause Reference	
1.1	The Employer is <i>AHT GROUP AG.</i> registered at address in Ukraine: 79039 Lviv, Str. Shevchenka 70 apt.1 Lviv (Certificate № 283 of Accreditation of the Service Provider legal entity – non-resident for the project (program) of international technical assistance dated 10.08.2016, issued by the Ministry of economic development and trade of Ukraine, valid till 30.04.2025)
1.1 a)	The method of selection is two-envelope submission Quality - cost based selection (QCBS) attributing 80 % weight to the Technical Proposal and 20 % to the Financial Proposal.
1.2 (b)	The governing Law for Contracts concluded under National tenders is the material and procedural law of Ukraine.
1.3	The name of the assignment is “Production of a documentary film about the impact of the war on nature and protected areas in Ukraine” KfW Procurement number: 510429
1.4	A pre-proposal conference will be held. A pre-proposal conference will take place at 12:00 (GMT+3) on 15/11/2023 via Zoom. The link with invitation to pre-proposal meeting will be provided to participants prior to the pre-proposal conference to those companies that have confirmed willingness to participate/submit a tender via e-mail stefanyshyn@snpa.in.ua . The participation is not compulsory but is recommended to inform the bidders about the overall and formal procedures of the tender to ensure submission of correct and complete proposals.
1.5	Not applicable

6.1	Not applicable
B. Preparation of Proposals	
9.1.	<p>The Proposal shall be submitted in two envelopes comprising the following documents:</p> <p>Technical Proposal containing one TP:</p> <p>QUAL-1 QUAL-2 QUAL-3</p> <p>Power of Attorney to sign the proposal</p> <p>TECH-1: TECH-2 TECH-3 including Security concept</p> <p>Financial Porposal containing one FP: FIN-1</p> <p>The technical bid must contain a security concept for the personnel of the consultancy firm working in Ukraine during the project. This concerns all personnel engaged for the performance of the service. The security concept is a mandatory and contractual element and must therefore be clearly presented in the technical bid and taken into account in the financial bid. The presentation of the security concept will be evaluated using the pass/fail method. The absence of a security concept will result in the exclusion of the bidder. The Security concept should be presented under TECH-3.</p>
11.1	<p>The deadline for clarifications by Consultants is <i>14</i> days prior to the submission date as per Clause 15.6 below.</p> <p>Clarifications requests shall be addressed to:</p> <p>Name: Solomiya Stefanyshyn, SNPA Financial and Procurement Officer</p> <p>Email: stefanyshyn@snpa.in.ua</p>
12.1. QCBS	The Consultant is required to calculate its Proposal based on its own professional judgement and experience and provide it in the form FIN-1
12.2	An eligibility and qualification assessment is carried out based on the criteria listed in table ITC 20.2 a), below.
12.3	Not applicable

13.4.	
14.1	<p>The contract period shall be 18 months.</p> <p>The Financial Proposal shall be calculated under the assumption that services will be remunerated on a lump sum basis.</p> <p>The Consultant shall present its Financial Proposal according to Form FIN-1 Financial Proposal – Cost Breakdown.</p> <p>The security costs should be included in the Financial Proposal. The budget for security costs will be in total up to EUR 5000,00 which will be paid against evidence.</p> <p>All costs associated with equipment, transportation, per diem, office overhead costs, etc. should be included into the proposed budget. No additional costs will be covered.</p>
14.2.	<p>The Consultant pursuant to registration of the project (program) No. 3450-03 issued by the Cabinet of Ministers of Ukraine on 05.04.2022 is valid to 30.04.2025 is exempted from all taxes, duties and charges on the territory of Ukraine, and therefore the price of Services is determined excluding VAT. In cases where the Service Provider has to pay VAT, the Client will provide them with the relevant documentation from the Cabinet of Ministers of Ukraine to obtain VAT exemption.</p>
14.3	EURO
14.5	<p>For all contracts the payment conditions as per following model apply:</p> <ol style="list-style-type: none"> 1. The general concept and script of the final documentary with a shooting schedule (20%) 2. The first half of the stage of filming and transfer of raw materials (monthly with a short progress report). Half of the stage will be calculated according to the agreed shooting schedule (10%) 3. Completion of the filming stage and transfer of all raw materials (10%) 4. The first version of the film (40%) 5. The final version of the film (20%)
14.6	Not applicable
C. Submission, Opening and Evaluation	
15.4	<p>The Consultant shall submit the Proposal in separate envelopes as follows:</p> <ol style="list-style-type: none"> (a) Technical Proposal: one (1) original and <i>two</i> (2) copies, each as hard copy; (b) Financial Proposal: one (1) original and <i>two</i> (2) copies, each as hard copy.

	Consultants may be requested to dispatch the respective soft copy by email <u>after</u> opening of the respective hard copy instead of delivering it along with the hard copies.	
15.5 QCBS	<p>The original and all copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "Technical Proposal", "Production of a documentary film about the impact of the war on nature and protected areas in Ukraine, <i>NT-2023-1-NAT-film war cause</i>", name and address of the Consultant, and with a warning "Do Not Open until 06/12/2023"</p> <p>Similarly, the original and all copies of the Financial Proposal shall be placed inside of a sealed envelope clearly marked "Financial Proposal" followed by the name of the "Production of a documentary film about the impact of the war on nature and protected areas in Ukraine, <i>NT-2023-1-NAT-film war cause</i>", name and address of the Consultant, and with a warning "Do Not Open With The Technical Proposal."</p> <p>The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "Do Not Open Before 06/12/2023."</p>	
15.6	<p>The deadline for the submission of Proposals shall be 17:00 (GMT+3) on 05/12/2023</p> <p>The original and the copies of the Proposal shall be submitted at the following address:</p> <p>AHT GROUP AG (SNPA project office) Shevchenka Str., 70, apt. 1, Lviv, 79039 Ukraine</p> <p>The following e-mail address and/or telephone or fax numbers are provided for courier purposes only: +380 032 2330423, email: stefanyshyn@snpa.in.ua</p>	
17.1	The opening of the Proposals will take place 11:00 (GMT+3) on 06/12/2023 at the address: Shevchenka Str., 70, apt. 1, Lviv, 79039 Ukraine via zoom meeting. Invitations will be sent to applicants.	
17.2	The Employer's evaluation committee is composed of the head of the committee, secretary of the committee, three voting members: SNPA Procurement Officer, SNPA communication officer, and independent documentary producer. Observers: Transparency International Ukraine, representative from the Ministry of Environmental Protection and Natural Resources of Ukraine	
18.4	Not applicable	
18.5	Not applicable	
20.2 a)	<u>Qualification of the Bidder</u>	<i>Pass/Fail</i>
	<u>Financial Capability</u> The Bidder shall demonstrate the financial capacity as per form QUAL-1 and comply with the minimum requirement below:	

	<table border="1"> <tr> <th>Criterion</th> <th>Requirement</th> </tr> <tr> <td>Turnover annually</td> <td>Minimum turnover 150 000,00 Euro (minimum average turn-over for the last three years)</td> </tr> </table>	Criterion	Requirement	Turnover annually	Minimum turnover 150 000,00 Euro (minimum average turn-over for the last three years)	
Criterion	Requirement					
Turnover annually	Minimum turnover 150 000,00 Euro (minimum average turn-over for the last three years)					
	Type of document required: QUAL-1 Financial Capacity Latest Audited Financial Statement or Financial results (2020 - 2022)					
	Company profile, available equipment and statements on availability of particular equipment. Type of document required: QUAL-3 Company Profile	<i>Pass/Fail</i>				
	Copies of the certificates of the officially registered legal entity. The qualified legal entities are: company, firm, sole proprietor (FOP third group) or consortium of the above with at least 5 (five) years presence on the Ukrainian market.	<i>Pass/Fail</i>				
	A Security Concept must be presented as a part of the technical proposal in TECH -3. The absence of a security concept will result in the exclusion of the bidder.	<i>Pass/Fail</i>				
20.2 b)	The technical evaluation shall be carried out based on the following criteria and point system. No additional criteria or sub-criteria than those indicated in the RFP shall be used for the evaluation of the Technical Proposal.					
	<i>Technical Proposal</i>	<i>Score</i>				
1.	Bidder's experience and qualification	40				
1.1	Documented experience and proven track record in high-quality documentary production (minimum 3 years) This technical criterion is evaluated on the basis of XXX a portfolio with a short description of previous works and links. A portfolio should state all previous documentary production works with specified dates, short assignment description, Client's name and a link to the product with the rights to view or a copy of the product on a memory stick. Each product should be accompanied with the statement from a Client proving the execution of the task by the bidder.	10				
1.2	Quality of Bidder's previous relevant works related to nature, conservation, natural disaster, and/or war (minimum 3 project references) This technical criterion is evaluated on the basis of project reference submitted in QUAL -2	5				

1.3	Documented experience working for international projects/organisations This technical criterion is evaluated on the basis of project reference submitted in QUAL -2	5	
1.4	Proven access and availability to the highest and state-of-the-art quality shooting, lighting, sound, and installation equipment. This technical criterion is evaluated on the basis of reference submitted in QUAL -3	5	
1.5.	Qualification of the key staff the key staff to communicate and conduct interviews in Ukrainian but also English Min, 5 years of professional experience in the relevant role and expertise required is a must for a key staff. This technical criterion is evaluated on the basis of expert CVs submitted under TECH-5	15	
1.5.1.	Producer	4	
	Relevant professional experience in similar projects (about nature, conservation, natural disaster, and/or war)	1	
	Quality of a sample video production where the producer was involved.	3	
1.5.2.	Director	4	
	Relevant professional experience in similar projects (about nature, conservation, natural disaster, and/or war)	1	
	Quality of a sample video production where the director was involved.	3	
1.5.3.	Operator	4	
	Relevant professional experience in similar projects (about nature, conservation, natural disaster, and/or war)	1	
	Quality of a sample video production where the operator was involved.	3	
1.6	Additional staff (sound specialist, montage specialist, script writer, etc).	3	
	Professional relevant experience	3	

	2	Proposed concept and filming plan This technical criterion is evaluated on the basis of reference submitted in TECH-2 to TECH-4		60
	2.1	Proposed overall concept of the film	40	
	2.2	Comments and suggestions on the ToR	5	
	2.3	Detailed filming plan and the timeline for all phases in pre-production, production, and post-production	15	
	Total (maximum) The technical proposal shall reach the minimum technical score of 75 points. Proposals below the minimum score will be rejected. The absence of a security concept as per 20.2 (a) will result in exclusion from the tender.			100
	<i>Type of Document to be submitted:</i>		<i>Required (yes/no)</i>	
	TECH-1 Declaration of Undertaking		yes	
	TECH-2 Comments or Suggestions on the TOR and Counterpart Staff		yes	
	TECH-3 Description of the Approach, Methodology, Work Plan and Security Concept		yes	
	TECH-4 Work Schedule		yes	
20.5	The weights given to the Technical (T) and Financial (F) Proposals are as $W_T = 80\%$, and $W_F = 20\%$			
	D. Negotiations and Award			
25.3	The expected commencement date of the assignment is 02/01/2024			

Section III. Technical Proposal – Standard Forms

FORM	DESCRIPTION	<i>Page Limit</i>
QUAL-1	Financial Capability	
QUAL-2	Project Experience	
QUAL-3	Company profile	
TECH-1	Declaration of Undertaking	
TECH-2	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Employer.	
TECH-3	Description of the Approach, Methodology, and Work Plan for Performing the Assignment, Security Concept	
TECH-4	Work Schedule (Tasks and Activities Bar Chart)	
TECH-5	Personnel Schedule (Bar Chart) and attached Curriculum Vitae (CV)	

FORM QUAL-1
FINANCIAL CAPACITY STATEMENT

Financial data	2 years before last year ¹ 2020 EUR	Year before last year 2021 EUR	Last year 2022 EUR	Average ² EUR
Annual turnover ³				

Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, please provide an explanation of the change as a footnote to the table).

For consortium please provide annual turnover for each consortium member.

¹ Last year = last accounting year for which the entity's accounts have been closed.

² Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

³ The gross inflow of economic benefits (cash, receivables, other assets) generated from the ordinary operating activities of the enterprise (such as sales of goods, sales of Services, interest, royalties, and dividends) during the year.

FORM QUAL-2
PROJECT EXPERIENCE

Ref no:	Project title							
Name of legal entity (declaring Consultant)	Project Country	Overall project value (EUR)*	Proportion carried out by the legal entity (%)*	Provided staff input (person months)	Name of client	Origin of funding	Dates (start / end)	Name of JV members, if any
...
Detailed description of project (background, objectives and main activities)						Services provided by the legal entity for the project		
...						...		

FORM QUAL- 3

COMPANY PROFILE

BRIEF COMPANY PROFILE	
Full registration name	
Year of foundation	
Legal status	
Legal address	
Actual address	
Bank information (bank address, account numbers, SWIFT, BIC, etc.)	
VAT payer status	
Contact person name	
Contact person email, phone	
Company/Organization's core activities	
Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations (If any);	
Business Licenses – Registration Papers, Tax Payment Certification, etc	EDRPOU, ID tax number Copies of State registration and Tax registration should be attached
Latest Audited Financial Statement or Financial results (2020 -2022) ⁴	Copies of income statement and balance sheet

Equipment proposed

Name of the equipment	characteristics	Owned or rented ⁵
(a)		
(b)		

⁴ If audited Financial statements are not available the tenderer should provide the statements verified by the stamp of the State Fiscal Service/

⁵ if the equipment is planned to be rented please provide the guarantee letter from rentor/lessor of availability of the stated equipment during the project term and the access of the company to use it. if the equipment is owned, please provide the copies of the invoices/waybills

FORM TECH-1

DECLARATION OF UNDERTAKING

Reference name of the Contract: *NT-2023-1-NAT-film war cause* ("**Contract**")⁶

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

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")⁷ 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 the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (*contractors based in Annex 1 countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix 1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as*

⁶ Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

⁷ 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.

Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity),

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

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

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

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

3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

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

3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;

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

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

ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

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

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

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

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

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

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

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation⁸ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender-based violence.

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

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of⁹: _____

Signature:

Dated:

⁸ 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.

⁹ 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.

Declaration of tax conformity – binding confirmation for legal persons

Name of company

I hereby confirm with my signature that:

1. I am authorised to make this declaration on behalf of the above company;
2. the company properly pays all taxes in accordance with the tax laws of the country in which the company is domiciled;
3. the company is not currently nor has been in the past involved in any legal proceedings concerning the taxation of the company;
4. the company will duly pay taxes that may arise from the provision of contracted services;
5. all information and statements provided in advance are complete, accurate in terms of content and currently correct.

.....
(Place)

.....
(Date)

.....
(Name of the consultant)

.....
(Signature(s))

FORM TECH-2

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

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

The permit for filming is issued in accordance with the order of the Commander-in-Chief of the Armed Forces of Ukraine dated March 3, 2022 No. 73 "On the organization of interaction between the Armed Forces of Ukraine, other components of the defense forces and representatives of the media during the legal regime of martial law".

Interested bidders should provide a detailed list with technical information of the equipment intended for use, including camera, light, sound, editing software, etc.

The Contractor should check before going into the field for video shooting if any filming permissions are required and/or any institution should be informed before filming. If yes, the Contractor is solely responsible for obtaining the permissions and informing required institutions.

FORM TECH-3
DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN
RESPONDING TO THE TERMS OF REFERENCE

[The texts and information should be compiled and presented in a way that is related to the project. Consultants shall refrain from long explanations in the style of a textbook. The suggested structure of the Technical Proposal below provides guidance.]

- a) **Technical Approach and Methodology** Please propose an overall draft concept for the film - synopsis or general overview of the documentary idea which should describe how the war in Ukraine influences the protected areas planned to be shown in the film: storyline, important characters (if they are planned to be filmed), usage of graphic elements etc.. Creative ideas and suggestions are expected. Description of technical approaches and methodology for the pre-production, production and post-production. The Consultant is explicitly encouraged not to repeat the TOR in here but to show the suitability of their concept in regard to the TOR and their comments made on these.
- b) **Work Plan** Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. The work plan should be consistent with the work schedule form. Detailed filming plan and the timeline for all phases in pre-production, production, and post-production should be provided.
- c) **Organization and Staffing** Please describe the structure and composition of your team, including the relevant technical and administrative support staff. Responsibilities within the project team have to be defined.
- d) **Back-up Services** Please indicate the team member who will be responsible for backstopping.
- e) **Logistics** Please describe the planned logistics and facilities for the execution of the services. Please provide google map plan of the designated locations to be visited/filmed.
- f) **Security concept** Please describe security measures for the personnel of the consultancy firm working in Ukraine during the project. This concerns all personnel engaged for the performance of the service. The security concept is a mandatory and contractual element and must therefore be clearly presented in the technical bid and taken into account in the financial bid. Depending on the locations where the filming is planned to be conducted, a higher or lower degree of additional security measures will need to be put in place. For example, if filming is planned to take place in regions with significant risk of war-related activity, the bidder must set adequate security systems in place that will effectively minimize the security risk to the filming crew. In practice, this may, for example, encompass protective gear such as bulletproof vests and helmets as well as well-prepared transportation options in case of the need for emergency evacuation.

FORM TECH-4 (INDICATIVE FORMAT)

WORK SCHEDULE (TASKS AND ACTIVITIES BAR CHART)

N°	Tasks ¹ (T-..)	Months ^{2 3}												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
1	Develop a general documentary concept and script with a filming schedule													
2	Survey and transfer of raw materials every month with a brief progress report													
3	Post-production. Editing													
4	The first version of the documentary film will be reviewed by the team of the Ministry of Ecology and Natural Resources and the SNPA project. Total 3 rounds of comments													
5	Post-production. Editing, sound design and toning, color correction and grading. Writing music for the film. Titles													
6	Development of a trailer and a poster for the film													
7	The final version of the film, taking into account comments from the Ministry of Ecology and Natural Resources and the SNPA project. DCP to be shown at the film festival													

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

**FORM TECH-5
(CONTINUED)**

CURRICULUM VITAE (CV)

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

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

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

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

List of previous documentary production works with specified dates, short assignment description, Client's name and a link to the product with the rights to view or a copy of the product on a memory stick. Each product should be accompanied with the statement from a Client proving the execution of the task by the bidder.

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

Adequacy for the Assignment:

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

Section IV. Financial Proposal - Standard Forms

FORM FIN-1 FINANCIAL PROPOSAL – COST BREAKDOWN

Model for Financial Proposal – Overall Cost Breakdown

As per **Data Sheet** clause 14.3 the prices in our Financial Proposal are expressed in: EURO

As per **Data Sheet** clause 14.1 our services are offered on a *Lump sum contract basis*

In case of a lump sum contract the cost overview and cost details presented hereafter are to be understood to demonstrate the basis for the financial calculation but not as basis for invoicing at actual quantities or actual cost.

Basic Services (as per TOR)

No	Item of expenditure	Amount, EUR
1	Project development	
1.1	Research	
1.2	Obtaining Footages from before the war	
1.3	Development of the scenario plan	
2	Production	
2.1	Logistics (fuel costs, accommodation and meals for 5 people, etc.) during the production	
2.2	Film production (shooting), incl. staff: director, producer, cameraman, operator's assistant, driver, etc.	
3.	Post-production	
3.1	Major film, trailer, and DCP editing (incl. sound and color correction, titles etc.)	
3.2.	Composer services (writing music for the film)	
	Total (1-3)	
4	Security concept costs (up to 5000 Euro)*	
5	Contingency costs (10%)	
	TOTAL(1-5)	

*be paid against evidence

Duties and Taxes

The Consultant shall be exempt from the payment of VAT, or local indirect taxes in Ukraine. AHT GROUP AG is exempt from all taxes, customs duties and charges. The Registration Card of the Project No. 3450-03 was issued by the Cabinet of Ministers of Ukraine on 05.04.2022 is valid to 30.04.2025. The registration card gives the following additional information:

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

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

Section V. Eligibility Criteria

Eligibility in KfW-Financed Procurement

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

- 2.6 have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to KfW's satisfaction, through all relevant documents, including its charter and other information KfW may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

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

1. Sanctionable Practice

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

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

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

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

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

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

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

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

2. Social and Environmental Responsibility

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

- (a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation¹⁰ (ILO) and international environmental treaties and;
- (b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

PART 2 – TERMS OF REFERENCE

Section VII. Terms of Reference

Project	Support to Nature Protected Areas in Ukraine”, BMZ No.:2011.6612.3 and 2013.6588.1
Name	Production of a documentary film about the impact of the war on nature and protected areas in Ukraine
Abbreviated name	Documentary film about war-related impacts on PAs
Ref. number	<i>NT-2023-1-NAT-film war cause</i>

1. Content

The goal of the SNPA Project is to improve the management and conservation of selected protected areas (PAs) in Ukraine, as well as to increase or maintain a high level of acceptance of PAs by local communities. The main results of the project are as follows:

- The selected protected areas (PAs) have the necessary planning documents for their development
- The selected protected areas have the necessary infrastructure, equipment and personnel
- Local residents living within and around the target protected areas are sympathetic to these areas, perceive appropriately the relevant provisions and restrictions, and benefit from investments made in socio-economic activities carried out within or around protected areas
- Strengthening the administration and management of the national protected areas management system (ME).

The project is implemented within the framework of the German Financial Cooperation (FC), which is financed by the German Ministry for Economic Cooperation and Development (BMZ) through the KfW Development Bank. The Ministry of Environmental Protection and Natural Resources of Ukraine is responsible for the overall implementation and operation of the project. The project is implemented through an international consortium consisting of AHT GROUP AG (governing institution) and the Frankfurt Zoological Society.

Description and justification for the implementation of the procurement

Russia's military aggression against Ukraine leads to serious negative consequences for protected areas in Ukraine, especially those located inside and near the occupied territories where the intensity of hostilities is highest.

However, there is a lack of high-quality media materials, including videos, to document and inform about these large-scale impacts of serious negative consequences for Ukraine's extremely valuable natural landscapes and inform the wider national and international community.

The aim of this procurement therefore is to produce a bi-lingual documentary which shall possess the following characteristics and functions:

1. It will describe how the war affected and still affects protected areas, nature, and the people around. In particular, it will compare the status of these landscapes before the start of the war and now, using targeted footage.

2. It will describe the negative consequences of the war on nature as well as the human population (e.g., due to environmental pollution and loss of natural landscapes for recreation and individual recovery).
3. It will inform important target audiences, particularly national and international decision-makers (priority) as well as representatives of national and international support and donor organizations and the wider national and international public. The overall goal is to raise awareness nationally and internationally about the large-scale damage to nature and the substantial need for national and international support for restoration and recovery measures of natural areas.
4. The film will communicate that intact and accessible natural landscapes will be a vital component for the overall recovery of Ukraine, partly for the economy (via nature tourism) but especially also through the important functions natural areas provide for human society, including storing and providing clean drinking water, preventing floods and landslides, providing clean air, capturing and storing carbon to mitigate climate change, but also directly benefitting local citizens and visitors by representing highly valuable places in which to recover. The film aims to underline the importance of these mentioned functions and to put nature and its recovery on the agenda.

A detailed pre-defined storyline is not provided as part of the tender documentation. This serves the purpose of providing the producers sufficient creative opportunities to come up with ideas to create the most captivating film possible. As part of the bidding process, bidders are asked to provide such detailed and well-explained storyline ideas. These will then be evaluated by the evaluation committee which also will include high-profile and independent filming experts.

2. Purpose

The purpose of this procurement is to produce a high-quality documentary up to 70 minutes long, in order to:

- Document and highlight the negative consequences of hostilities for natural landscapes (for example, burned areas including forests, reedbeds, grasslands, shore, and coastal areas etc., destroyed infrastructure of protected areas, etc.)
- Showcase and present a comparison of Ukrainian nature, its values and beauties "before" the large-scale invasion, describe the impact of the "war", and the post-war recovery.

The target audience for the documentary and the distribution channel will be:

National audience	Means of outreach/presentation of the film
National and regional decision-makers	Public television, internet platforms and online media
Scientific, political, cultural environment	Thematic festivals, conferences within the country
Wider public	Via online platforms such as <ul style="list-style-type: none"> - Marathon "United News" - Youtube - Cinemas in Ukraine - Netflix, Megogo, kyivstar.ua, liveam.tv and other streaming platforms
International audience	Means of outreach/presentation of the film
International political and financial decision makers	<ul style="list-style-type: none"> - Side events at international recovery meetings and conferences - Side events at international convention meetings (regional conventions e.g. Carpathian Convention), global conventions e.g. CBD - IUCN related events

	- Events held within EU countries/Brussels
Cultural environment	International film festivals and conferences on culture
Scientific environment	International conferences on environmental issues
Wider international public	- Netflix USA, Amazon Video, Apple Video, National Geographic, Discovery, ARTE France, RAI Italy, VOD platform Germany and Europe - Youtube

3. Specification

4.1 Main documentary

Quantity	1
Duration	70 minutes
The list of territories to be shown in the film in frames before and during/after the war.	<ul style="list-style-type: none"> • National Nature Park "Svyati Gory" (Donetsk region) • National Nature Park "Tuzlivski Lymany" (Odesa region) • Dvorichansky National Nature Park (Kharkiv region) • Drevlyanskyi Nature Reserve (Zhytomyr region) • Chernobyl Radiation and Ecological Biosphere Reserve (Kyiv region) • Outskirts of Izyum (Kharkiv region) • Outskirts of Lyman (Donetsk region) • Outskirts of Bakhmut (Donetsk region) • Outskirts of Kharkiv (Kharkiv region) • Outskirts of the city Kyiv (Kyiv region) • Outskirts of Kherson city and Kherson region • Feldman Ecopark (Kharkiv) • Ecopark Medvyno (Kyiv region) • Beremytske Ecopark (Chernihiv region) • Outskirts of the city of Mykolaiv and region • Outskirts of Kherson city and region • Other territories that will be de-occupied <p>But also selected protected areas in the West of the country which were/are still affected directly or indirectly by the war:</p> <ul style="list-style-type: none"> - Parks where access is restricted (e.g. Yavorivskiy) - Parks which hold IDPs - Parks which were occupied in early 2022 and infrastructure destroyed and looted but also territories partly mined (e.g. Desniansko-Starogutskyi, Chernobyl Biosphere Reserve etc.)
Audio	The film should contain musical accompaniment and sounds of nature. The Provider is obliged to acquire/obtain rights to use all audio materials in the video. The final concept shall be presented in the offer and the attached story-lines.
Video aspect ratio	16:9
Resolution	No less than full HD, with the ability to adapt to different platforms (social networks, television)

Language	- Ukrainian - English
Dubbing	- 1. version: The original audio recording in a non-Ukrainian language must be duplicated in Ukrainian. - 2. version: The original audio recording in Ukrainian must be duplicated in English
Subtitles	Full captions for the entire video in the following languages: - Ukrainian - English
Mention of partners	Logos: Ministry of Environmental Protection and Natural Resources of Ukraine, German-Ukrainian cooperation, SNPA project, SNPA implementers
DCP (Digital Cinema Package)	Upon completion of the film, a DCP must be made to be shown at the film festival. DCP is standard delivery format for film screenings at a digital cinema

4.2 Trailer

- One trailer to be produced.
- Duration: 1 - 3 minutes
- Use selected scenes from the main movie with credits and subtitles added

4. Tasks and results

Full production of the film - shooting, editing, audio accompaniment / reading, etc., must be carried out by the Contractor, providing the final ready-to-air product in TV broadcasting standards and in HD 16:9 technology. The entire development and production process will be closely monitored by representatives of the Ministry of Environment and the SNPA project, ensuring continuous review, comments and thematic support if necessary.

Task	Results
<p>1. Develop a general documentary final concept and script with a shooting schedule (a draft concept must be submitted with the offer, for evaluation) According to the above specifications. Before filming begins, the concept must be approved by the SNPA project and the Ministry of the Environment.</p>	- Developed concept and script
<p>2. Survey and transfer of raw materials every month with a brief progress report According to the above specifications.</p>	- All recorded raw video footage - All Rights to Use Recorded Material - Monthly progress report
<p>3. The first version of the documentary and trailer for viewing by the team of the Ministry of Ecology and Natural Resources and SNPA of the project. Total 3 rounds of comments According to the above specifications.</p>	- First version of the movie and trailer
<p>4. The final version of the film and trailer, taking into account comments from the Ministry of Ecology and Natural Resources and the SNPA project. DCP to be shown at the film festival According to the above specifications.</p>	- Digital copies of the documentary and trailer according to the specifications above, including dubbed versions, in HD format with full resolution in . MOV and . MPEG4. DCP to be shown at the film festival - Digital transcription of the final script (all the above languages).

5. Environmental and Social Standards

By taking part in this assignment, the Contractor ensures to follow the measures (as specified in the table below) aiming to follow environmental and social standards and minimize potential risks in this regard.

The permit for filming is issued in accordance with the order of the Commander-in-Chief of the Armed Forces of Ukraine dated March 3, 2022 No. 73 "On the organization of interaction between the Armed Forces of Ukraine, other components of the defense forces and representatives of the media during the legal regime of martial law".

Standards	Relevant (yes/no)	Measures to be taken
ESS1 Assessment and Management of Environmental and Social Risks and Impacts	Yes	The below measures specified for ESS2-10 are to be followed by the Contractor.
ESS2 Labour and Working Conditions	Yes	The contractor must ensure that the security risk for personnel is kept as low as possible, particularly during filming conditions, taking into account possible risk factors related to military activity. As part of this, the Contractor must provide a Security Concept in which they describe security measures for the personnel of the team in Ukraine during the project. This concerns all personnel engaged for the performance of the service. The security concept is a mandatory and contractual element and must therefore be clearly presented in the technical bid and taken into account in the financial bid. Depending on the locations where the filming is planned to be conducted, a higher or lower degree of additional security measures will need to be put in place. For example, if filming is planned to take place in regions with significant risk of war-related activity, the bidder must set adequate security systems in place that will effectively minimize the security risk to the filming crew. In practice, this may, for example, encompass protective gear such as bulletproof vests and helmets as well as well-prepared transportation options in case of the need for emergency evacuation.
ESS3 Resource Efficiency and Pollution Prevention and Management	Yes	The contractor shall be mindful of energy usage (e.g. fuel) and strive to minimize resource use through efficient logistical planning.
ESS4: Community Health and Safety	Yes	The contractor must ensure that filming will not lead to any increased security risk for third parties and persons. For this reason, all necessary permissions should be obtained, and all necessary institutions (especially military-oriented) should be informed before filming. The Ministry of Environment will assist in this.
ESS5: Land Acquisition, Restrictions on Land Use	No	

and Involuntary Resettlement		
ESS6: Biodiversity Conservation and Sustainable Management of Living Natural Resources	No	
ESS7: Indigenous Peoples	No	
ESS8: Cultural Heritage	No	
ESS9: Financial Intermediaries	No	
ESS10: Stakeholder Engagement and Information Disclosure	Yes	Any stakeholders involved directly or indirectly in the production must be sufficiently informed and written permission from them must be obtained for filming (where applicable).

6. Tentative implementation plan

Expected work schedule:

1. The contractor shall provide the final general concept and script of the documentary with the filming schedule within 14 days of signing the contract and prior to filming.
2. The first version of the film and trailer must be submitted for comment no later than October 1, 2024. Three rounds of comments will be held.
- 3 The final products (main documentary and trailer), as well as all source materials and project files, must be transferred to the SNPA project on an external hard drive no later than March 1, 2025.

Task	2023-2024														
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M
1. Develop a general documentary concept and script with a filming schedule															
2. Survey and transfer of raw materials every month with a brief progress report															
3. Post-production. Editing															
4. The first version of the documentary film will be reviewed by the team of the Ministry of Ecology and Natural Resources and the SNPA project. Total 3 rounds of comments															
5. Post-production. Editing, sound design and toning, color correction and grading. Writing music for the film. Titles															

- For the positions of director, producer, and operator, the bidder shall provide links to one or more previous video productions where these persons were directly involved in the same role. This can be one sample video for all three positions (if all of them worked together in the same production) or a total of three separate videos (one per person).

9. The Application Process

Interested bidders should provide the following:

1. A proposed overall draft concept for the film. Creative ideas and suggestions are expected.
2. Detailed filming plan and the timeline for all phases in pre-production, production, and post-production.
3. A detailed breakdown and estimates of all expected costs and a clear total cost for the final product. Equipment and transport logistics will *not* be provided by the SNPA project. Please note that all costs, including transport, should be included in the total sum, no additional payments will be made outside of the total budget.

PART 3 – CONTRACT FORM

Section VIII. Contract for Consulting Services

SERVICE CONTRACT / ДОГОВІР ПРО НАДАННЯ ПОСЛУГ

I. GENERAL CONDITIONS / ЗАГАЛЬНІ УМОВИ

Ukraine, city of Lviv	Україна, м.Львів
Reference Number: <i>NT-2023-1-NAT-film war cause</i> [Project “Support of Nature Protected Areas in Ukraine” BMZ Project Numbers: 2011.6612.3 and 2013.6588.1]	Посилання: <i>NT-2023-1-NAT-film war cause</i> [Project “Support of Nature Protected Areas in Ukraine” BMZ Project Numbers: 2011.6612.3 and 2013.6588.1]
AHT Group AG , (Germany, city of Essen) referred to as „AHT“ is an Accredited executor of the project (program) of international technical assistance to the project “Support of Nature Protected Areas (SNPA) in Ukraine” and acts on behalf of Ministry of Ecology and Natural Resources of Ukraine (MENR) as „Third Authorised Party“ for the management of the KfW funded SNPA-Disposition Fund, being registered at the following address in Ukraine: 79039 Lviv, Str. Shevchenka 70 apt.1 Lviv (Certificate № 283 of Accreditation of the Service Provider legal entity – non resident for the project (program) of international technical assistance dated 10.08.2016, issued by the Ministry of economic development and trade of Ukraine), referred to as the Client and represented Mr. Michael Brombacher, who acts upon the above indicated Certificate #283, on one hand and _____, on the other hand, hereinafter jointly referred to as Parties, each separately - as the Party,	АГТ ГРУП АГ (Німеччина, м. Ессен), надалі по тексту – “АHT”, що є акредитованим виконавцем проекту (програми) міжнародної технічної допомоги по проекту «Підтримка природно-заповідних територій в Україні» (ППЗТУ), і діє від імені Міністерства захисту довкілля та природних ресурсів України (МЗДПР) як “Третя уповноважена сторона” для управління Диспозиційним фондом ППЗТУ, фінансованого KfW (Кредитна Установа для Відбудови), зареєстрована адреса в Україні: 79039, м. Львів, вул. Шевченка, буд. 70, кв. 1 (Свідоцтво №283 про акредитацію виконавця (юридичної особи-нерезидента) проекту (програми) міжнародної технічної допомоги від 10.08.2016 року, видане Міністерством економічного розвитку і торгівлі України), надалі по тексту – Замовник , в особі уповноваженого представника Міхаеля Бромбахера (Mr. Michael Brombacher), який діє відповідно до вищевказаного Свідоцтва №283, з однієї сторони, та _____ іншої сторони, які надалі разом іменовані – Сторони, а кожен з них окремо – Сторона,
concluded this Service contract (hereinafter referred as Contract) as follows:	уклали цей Договір про надання послуг (надалі – Договір) про наступне:
1. SUBJECT AND ELEMENTS OF THE CONTRACT 1.1 Under the terms of this Contract the Service Provider , accepting the obligation to provide to the Client the Services (hereinafter referred to as Services) for further consumption by AHT Group AG, and the Client agree to accept and promptly pay for the services provided by the Service Provider in full.	1. ПРЕДМЕТ ТА СКЛАДОВІ ДОГОВОРУ 1.1 Відповідно до умов цього Договору Надавач послуг приймає на себе зобов'язання надати Замовнику послуги (надалі по тексту – Послуги) з метою їх споживання АГТ Груп АГ, а Замовник зобов'язується прийняти і своєчасно

<p>1.2 The list of services, their volume, the requirements for the provision of the Services, date of execution of Service are determined by the Parties in the Specifications (Special conditions), hereinafter “Specifications”, given in Annex 1 to this Contract , which is integral part of this contract and complies with the Service Provider’s offer dated _____.</p> <p>The signed Declaration of Undertaking is Annex 2 to this Contract and is its integral part.</p> <p>The Terms of Reference is Annex 3 to this Contract and is its integral part.</p> <p>The Service Provider’s Technical proposal dated _____ is Annex 4 to the Contract and is its integral part.</p> <p>The Service Provider’s Cost Breakdown dated _____ is Annex 5 to the Contract and is its integral part.</p> <p>The signed KfW Policy – Sanctionable Practice – Social and Environmental Responsibility is Annex 6 to this Contract and is its integral part.</p> <p>1.3 The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:</p> <ul style="list-style-type: none"> - the Contract (General conditions) with Annex 1 (Specification); - Declaration of Undertaking (Annex 2); - the Terms of Reference (Annex 3) - the Technical Proposal dated _____ (Annex 4) - the Cost Breakdown dated _____ (Annex 5) - KfW Policy – Sanctionable Practice – Social and Environmental Responsibility (Annex 6) <p>1.4 The KfW Guidelines for the Commissioning of Consultants in Financial Cooperation with Partner Countries (available at www.kfw-entwicklungsbank.de under “Procurement”) form an integral part of the Contract.</p>	<p>сплатити за надані Надавачем послуг Послуги в повному обсязі.</p> <p>1.2 Перелік Послуг, їх обсяг, вимоги до надання Послуг, строки надання Послуг визначаються Сторонами у Специфікації (Особливі умови), тут і надалі “Специфікація”, що є Додатком №1 до цього Договору та його невід’ємною частиною, та відповідають пропозиції Надавача послуг від _____.</p> <p>Підписана Декларація про зобов’язання є Додатком №2 до цього Договору та його невід’ємною частиною.</p> <p>Технічне Завдання є Додатком №3 до цього Договору та його невід’ємною частиною.</p> <p>Технічна пропозиція Надавача послуг від _____ року є Додатком №4 до цього Договору та його невід’ємною частиною.</p> <p>Розрахунок витрат Надавача послуг від _____ року є Додатком №5 до цього Договору та його невід’ємною частиною.</p> <p>Підписана Політика KfW – Санкціонована практика – Соціальна та екологічна відповідальність є Додатком №6 до цього Договору та його невід’ємною частиною.</p> <p>1.3 Наступні документи повинні формувати, читатися і тлумачитися в рамках цього Договору в наступному порядку превалювання:</p> <ul style="list-style-type: none"> - Договір (Загальні умови) з Додатком 1 (Специфікація); - Декларація про зобов’язання (Додаток 2); - Технічна Специфікація (Додаток 3) - Технічна пропозиція від _____ року (Додаток 4) - Розрахунок витрат від _____ року (Додаток 5) - Політика KfW – Санкціонована практика – Соціальна та екологічна відповідальність (Додаток 6) <p>1.4 Керівні принципи KfW щодо залучення консультантів з фінансового співробітництва з країнами-партнерами (доступні на веб-сайті www.kfw-entwicklungsbank.de у розділі "Закупівлі") є невід’ємною частиною цього договору.</p>
<p style="text-align: center;">2. OBLIGATIONS OF THE PARTIES</p> <p>2.1. The Service Provider shall:</p> <p>2.1.1. Provide in a timely manner the execution of the Services, described in the Specifications (Annex 1 to the Contract) and in the ToR (Annex 3 to the Contract).</p> <p>2.1.2. Communicate to the Client any information received that may be useful for the Client under the conditions of this Contract.</p> <p>2.1.3. Within 3 (three) working days after receiving a request in writing or by e-mail inform the</p>	<p style="text-align: center;">2. ЗОБОВ’ЯЗАННЯ СТОРІН</p> <p>2.1. Надавач послуг зобов’язується:</p> <p>2.1.1. Своєчасно та якісно надавати Послуги, визначені у Специфікації (Додаток №1 до Договору) та Технічному завданні (Додаток №3 до Договору).</p> <p>2.1.2. Доводити до відома Замовника будь-які отримані ним відомості, які можуть бути корисними для Замовника при виконанні умов даного Договору.</p> <p>2.1.3. Впродовж 3 (трьох) робочих днів після отримання запиту письмово або по електронній</p>

<p>Client of all details and progress of the execution of the Services.</p> <p>2.1.4. Provide the Services in full and fulfill orders in accordance with the instructions of the Client according to the conditions of this Contract and to the rules of applicable Ukrainian legislation. The Service Provider shall act deliberately, rationally and solely in the interest of the Client. The Service Provider shall be entitled to deviate from the instructions made by the Client solely on their written consent.</p> <p>2.1.5. Deliver the executed Services to the Client in co-signing the Acceptance Report documenting the handover-takeover of provided Services as prescribed in section 6 hereof.</p> <p>2.1.6. In case of failure to provide the Services under this Contract, immediately notify the Client to decide on the modification or termination of the Contract.</p> <p>2.1.7 The Service Provider shall ensure that its staff, its subcontractors and any person for which the Service Provider is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the Client has given its express written consent on a specific insurance company.</p> <p>2.1.8. Do not disclose confidential information of the Client obtained during the execution of this Contract.</p> <p>2.1.9. Perform any other actions necessary for efficient and proper performance of its obligations under this Contract.</p> <p>2.1.10. Perform in due course other obligations under this Contract as specified in addenda and according to the Civil and Commercial Codes of Ukraine and other legislative acts.</p> <p>2.2. The Service Provider has the right to:</p> <p>2.2.1. Request from the Client to accept Services provided in good quality and on time according to the Acceptance Report documenting the handover-takeover of provided services and carry out timely payment for the provided Services.</p> <p>2.2.2. Propose to the Client contract modifications in the form of addenda.</p> <p>2.3. Client shall:</p> <p>2.3.1. Timely accept the services in compliance with the ToR (Annex 2) and establish the Acceptance Report on the handover-takeover of the provided Services, according to the terms given in Section 6 of this Contract.</p> <p>2.3.2. Carry out payment for the provided Services in the manner and terms stipulated by Sections 3 and 4 of this Contract.</p>	<p>пошті інформувати Замовника про усі подробиці та про хід надання Послуг.</p> <p>2.1.4. Надавати Послуги та виконувати доручення відповідно до вказівок Замовника, а також нормами чинного українського законодавства. Надавач послуг зобов'язується діяти обдуманно, раціонально і виключно в інтересах Замовника. Надавач послуг має право відступити від вказівок Замовника виключно по їх письмовому погодженню.</p> <p>2.1.5. Передавати надані Послуги Замовнику по підписаних Актах передачі-приймання наданих послуг в порядку, передбаченому розділом 6 цього Договору.</p> <p>2.1.6. У випадку неможливості надання Послуг згідно даного Договору негайно повідомити про це Замовника для прийняття останнім рішення про зміну або припинення Договору.</p> <p>2.1.7. Надавач послуг повинен гарантувати, що його співробітники, субпідрядники та будь-яка особа якій Надавач послуг є підзвітний, адекватно застраховані страховими компаніями визнаних на міжнародному страховому ринку, якщо Замовник не дав письмової згоди на використання послуг конкретної страхової компанії.</p> <p>2.1.8. Не розголошувати конфіденційну інформацію Замовника, отриману при виконанні умов даного Договору.</p> <p>2.1.9. Вчиняти інші дії, необхідні для якісного та належного виконання своїх зобов'язань за цим Договором.</p> <p>2.1.10. Виконувати належним чином інші зобов'язання, передбачені цим Договором, Цивільним і Господарським кодексами України, іншими актами законодавства.</p> <p>2.2. Надавач послуг має право:</p> <p>2.2.1. Вимагати від Замовника прийняття своєчасно та якісно наданих Послуг по Актах передачі-приймання наданих послуг та проведення своєчасної оплати за надані Послуги.</p> <p>2.2.2. Пропонувати Замовнику вносити зміни до Договору у Додаткових угодах до цього Договору.</p> <p>2.3. Замовник зобов'язується:</p> <p>2.3.1. Своєчасно прийняти якісно надані Послуги згідно з Технічним завданням (Додаток 2) по Актах передачі-приймання наданих послуг в порядку, передбаченому в розділі 6 даного Договору.</p> <p>2.3.2. Провести оплату за надані Послуги у порядку та строки, передбачені розділами 3, 4 цього Договору.</p>
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<p>2.3.3. Do not disclose confidential information of the Service Provider obtained during the execution of this Contract.</p> <p>2.3.4. Perform any other actions necessary for efficient and proper performance of its obligations under this Contract.</p> <p>2.3.5. Consider in due course requests for contract modifications (addenda) made by the Service Provider.</p> <p>2.4. The Client has the right to:</p> <p>2.4.1. Request from the Service Provider timely delivery of all Services indicated in the Specifications (Annex 1 to this Contract) and the ToR (Annex 2 to this Contract).</p> <p>2.4.2. Monitor the progress of service delivery and obtain from the Service Provider reliable and correct information about the progress of the execution of the Contract.</p> <p>2.4.3. Request information and written reports on fulfillment by the Service Provider of contractual obligations under the Contract.</p> <p>2.4.4. Provide instructions to the Service Provider related to the execution of Services.</p> <p>2.4.5. Request from the Service Provider proper implementation of its obligations under this Contract.</p> <p>2.5. Obligations of the Parties:</p> <p>2.5.1. Assist each other trustfully in carrying out obligations under this Contract.</p> <p>2.5.2. Timely and fully perform their obligations under this Contract.</p> <p>2.5.3. For non-fulfillment or improper fulfillment of obligations under this Contract engage the responsibilities foreseen in this Contract and according to the applicable law.</p>	<p>2.3.3. Не розголошувати конфіденційну інформацію Надавача послуг, отриману при виконанні умов даного Договору.</p> <p>2.3.4. Вчиняти інші дії, необхідні для якісного та належного виконання своїх зобов'язань за цим Договором.</p> <p>2.3.5. Розглядати належним чином запити щодо змін до Договору (Додаткових угод) подані Надавачем послуг.</p> <p>2.4. Замовник має право:</p> <p>2.4.1. Вимагати від Надавача послуг своєчасного та якісного надання Послуг, що визначені в Специфікації (Додаток №1 до даного Договору) та Технічному завданні (Додаток №2 до даного Договору).</p> <p>2.4.2. Здійснювати контроль за ходом надання Послуг, передбачених цим Договором, одержувати від Надавача послуг відомості про хід виконання дій, які стосуються предмета Договору.</p> <p>2.4.3. Вимагати надання інформації та письмових звітів про виконання Надавачем послуг договірних зобов'язань у відповідності до умов Договору.</p> <p>2.4.4. Надавати Надавачу послуг вказівки щодо надання Послуг.</p> <p>2.4.5. Вимагати від Надавача послуг належного виконання останнім своїх зобов'язань, передбачених цим Договором.</p> <p>2.5. Зобов'язання Сторін:</p> <p>2.5.1. Сприяти одна одній у виконанні зобов'язань, передбачених цим Договором.</p> <p>2.5.2. Своєчасно та в повному обсязі виконувати свої зобов'язання, передбачені цим Договором.</p> <p>2.5.3. За невиконання чи неналежне виконання зобов'язань за цим Договором нести відповідальність, передбачену цим Договором та чинним законодавством.</p>
<p style="text-align: center;">3. CONTRACT VALUE</p> <p>3.1 The total value of the Contract (price of the Services) is _____ (_____) EURO excluding VAT. The cost of the Services under this Contract is determined by the Parties according to the Specifications (Annex 1 to the Contract) based on the results of the tendering process/request for proposal for the procurement of Services.</p> <p>3.2 The cost of the Services, agreed by the Parties in the Specification (Annex 1 to the Contract) is fixed and is not subject to any adjustment for the duration of this Contract, including the currency fluctuations or the actual</p>	<p style="text-align: center;">3. ВАРТІСТЬ ДОГОВОРУ</p> <p>3.1 Загальна сума Договору (Ціна Послуг) складає _____ (_____) Євро без ПДВ. Вартість Послуг за цим Договором визначається Сторонами згідно Специфікації (Додаток №1 до Договору) за результатами тендерного процесу/ запиту пропозиції на закупівлю Послуг.</p> <p>3.2 Вартість Послуг, що узгоджена Сторонами в Специфікації (Додаток №1 до Договору), є фіксованою та не підлягає зміні впродовж дії даного Договору, в тому числі, у зв'язку з коливаннями валютного курсу чи</p>

<p>costs incurred by the Service Provider in the performance of the Contract.</p> <p>3.3 The Client pursuant to registration of the project (program) No. 3450-03 issued by the Cabinet of Ministers of Ukraine on 05.04.2022 is valid to 30.04.2025 is exempted from all taxes, duties and charges on the territory of Ukraine, and therefore the price of Services is determined excluding VAT. In cases where the Service Provider has to pay VAT, the Client will provide them with the relevant documentation from the Cabinet of Ministers of Ukraine to obtain VAT exemption.</p>	<p>реальними витратами, які понесе Надавач послуг у зв'язку з виконанням цього Договору.</p> <p>3.3 Замовник згідно із Реєстраційною картою проекту (програми) No. 3450-03 виданою Кабінетом Міністрів України 05.04.2022 дійсна до 30.04.2025 року, звільняється від усіх податків, митних зборів та стягнень на території України, а тому Ціна Послуг визначається без ПДВ. У випадку, якщо Надавач послуг є платником ПДВ, Замовник зобов'язаний надати Надавачу послуг відповідний документ від Кабінетом Міністрів України для звільнення від ПДВ.</p>
<p style="text-align: center;">4. PAYMENT</p> <p>4.1 Payment for the provided Services is carried out by the Client in the national currency of Ukraine by bank transfer from the Client 's bank account to the Service Provider's bank account. In the event when the contract value exceeds EUR 500 000, the direct payment procedure from KfW is applied, in particular the payment is done by bank transfer in the amount of the provided services without VAT from the account of KfW (Frankfurt) to the Service Provider's bank account.</p> <p>4.2 The Service Provider will be responsible for all commissions, expenses and other charges imposed by the Client's bank as well as other charges imposed by the Service provider's bank.</p> <p>4.3 The terms of payment for the provided Services are indicated by the Parties in the Specification (Annex 1 to the Contract).</p> <p>4.4 Payment for the provided Services is done by the Client based on the invoice, signed by the Service Provider, and sent to the Client by e-mail, and one original invoice with two copies, sent by courier.</p> <p>4.5 Payment documents issued under this Contract have to comply with the current legislation of Ukraine meeting all requirements generally related to the content and form of such documents, with the obligatory indication of date and number of this Contract, and number and date of the invoice as the basis of payment.</p> <p>4.6 The date of payment for the provided Services is considered the date of receipt of the transfer to the Service Provider's account.</p> <p>4.7 Any Party may at any time have the right to initiate a reconciliation of mutual settlements under this Contract by signing the Acts of mutual reconciliation and the other Party has no right to evade verification of mutual settlements and signing of the Acts of mutual reconciliation.</p> <p>4.8 Expenses for the remuneration of employees or third parties involved by the Service Provider to provide Services, the costs of communication services and other</p>	<p style="text-align: center;">4. ПОРЯДОК РОЗРАХУНКІВ</p> <p>4.1 Оплата за надані Послуги здійснюється Замовником в національній валюті України у безготівковій формі шляхом перерахування суми вартості наданих послуг без ПДВ з банківського рахунку Замовника на банківський рахунок Надавача послуг. У випадку, якщо вартість контракту перевищує 500 000 Євро, застосовується процедура прямої виплати від KfW, а саме у безготівковій формі шляхом перерахування суми вартості поставленого Товару без ПДВ з рахунку KfW (Frankfurt) на банківський рахунок Надавача послуг.</p> <p>4.2 Надавач послуг несе відповідальність за всі комісійні, витрати та інші збори, що стягуються банком Замовника та всі комісійні витрати та інші збори, що стягуються банком Надавача послуг.</p> <p>4.3 Строки проведення розрахунку за надані Послуги узгоджуються Сторонами у Специфікації (Додаток №1 до Договору).</p> <p>4.4 Оплата вартості Послуг здійснюється Замовником на підставі рахунку-фактури, підписаного Надавачем послуг, який направляється Замовнику електронною поштою, а один оригінал та дві копії рахунку-фактури направляється кур'єром або поштою.</p> <p>4.5 Платіжні документи за цим Договором оформляються відповідно до чинного законодавства України із дотриманням усіх вимог, що звичайно ставляться до змісту і форми таких документів, з обов'язковим зазначенням дати і номера даного Договору, а також номера та дати рахунку-фактури за яким здійснюється оплата грошових коштів як підстави платежу.</p> <p>4.6 Датою оплати за надані Послуги є дата надходження грошових коштів на банківський рахунок Надавача послуг.</p> <p>4.7 Будь-яка Сторона в будь-який час вправі ініціювати проведення звірки взаємних розрахунків за даним Договором шляхом підписання Актів звірки взаєморозрахунків, а інша Сторона не вправі</p>

<p>costs associated with the performance of duties under this Contract are included in the cost of services and are not separately reimbursed by the Client to the Service Provider.</p>	<p>ухилитися від проведення звірки взаємних розрахунків та підписання Актів звірки взаєморозрахунків.</p> <p>4.8 Витрати на виплату винагороди працівниками або третім особам, які залучаються Надавачем послуг для надання Послуг, витрати на оплату послуг зв'язку та інші витрати, пов'язані з виконанням обов'язків, передбачених цим Договором, включаються у вартість Послуг і окремо Замовником Надавачу послуг не відшкодовуються.</p>
<p>5. IMPLEMENTATION OF THE TASKS AND DELAYS</p> <p>5.1 The start date for implementation is indicated in Specification (Annex 1 to this Contract).</p> <p>5.2 The Service Provider delivers reports and other products according to the schedule given in Annex 1.</p>	<p>5. ВИКОНАННЯ ЗАВДАНЬ І ЗАТРИМКИ</p> <p>5.1 Дата початку надання послуг вказується в Специфікації (Додаток 1 до цього Договору).</p> <p>5.2 Надавач послуг надає звіти та інші продукти відповідно до графіку поданого в Додатку 1.</p>
<p>6. ACCEPTANCE OF SERVICES</p> <p>6.1 The Client shall, within 45 days of receipt of the report, notify the Service Provider of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments within the Terms of Reference requirements. If the Client does not give any comments on the documents or reports within the time limit, the Service Provider may request written acceptance of them. The documents or reports shall in any case be deemed to have been approved by the Client if the Client does not expressly inform the Service Provider of any comments within 45 days of the receipt of the documents or reports.</p> <p>6.2 The acceptance of provided Services is based on the Acceptance Report which are based on the acceptance of the reports by SNPA Communication officer. The results of the inspection of the Services are fixed in the Reception Protocol.</p> <p>6.3 The Service Provider writes the draft Acceptance Report and sends it to the Client in two copies, indicating the performance of its obligations under this Contract. This report shall contain a detailed list and volume of provided Services and their cost. The Client reviews the Acceptance Report within 10 (ten) working days after their receipt, taking into account paragraph 6.2. where applicable. In the absence of motivated objections the Client signs the Acceptance Report and returns one signed copy to the Service Provider.</p>	<p>6. ПОРЯДОК ПЕРЕДАЧІ-ПРИЙМАННЯ ПОСЛУГ</p> <p>6.1. Замовник зобов'язаний протягом 45 днів з моменту отримання звіту повідомити Надавача послуг про своє рішення щодо документів або звітів, отриманих ним із зазначенням причин, чому даний звіт чи документ підлягає відхиленню, або запросити внести в нього зміни в межах Технічного Завдання. Якщо Замовник не дає ніяких коментарів щодо поданих документів або звітів протягом визначених термінів, Надавач послуг може вимагати їх письмове затвердження. Документи або звіти в будь-якому випадку будуть вважатися схваленими Замовником, якщо Замовник прямо не інформує Виконавця про будь-які коментарі протягом 45 днів з моменту отримання документів або звітів.</p> <p>6.2 Прийняття наданих Послуг відбувається на підставі Актів передачі- приймання наданих послуг, які оформляються за результатами погодження звітів фахівця проекту SNPA з комунікацій. Результати огляду Приймальної комісії оформляються Протоколом прийняття Послуг.</p> <p>6.3. На підтвердження надання послуг, передбачених цим Договором, Надавач послуг надає Замовникові в двох екземплярах попередній варіант Акту передачі-приймання наданих послуг, що свідчать про виконання своїх зобов'язань за цим Договором. Зазначені акти мають містити детальний перелік та обсяг наданих Послуг, їх вартість. Замовник розглядає отримані від Надавача послуг Акти передачі-приймання наданих послуг упродовж 10 (десяти) робочих днів з моменту їх отримання, враховуючи п.6.2. Договору, де він підлягає застосуванню. За відсутності мотивованих заперечень зобов'язується підписати їх і повернути</p>

<p>6.4 Objections to the Acceptance Report have to be issued in writing by the Client within 10 working days.</p> <p>6.5 In the case of motivated objections to the Acceptance Report, the Service Provider eliminates reasonable imperfections and issues a new Acceptance Report to which the Client has to react within 10 working days after reception (signature or new objection). The Client has the right to execute the foregoing procedure no more than four times during the duration of the contract.</p>	<p>один підписаний екземпляр такого акту Надавачу послуг.</p> <p>6.4. Зауваження щодо Акту передачі-приймання наданих послуг надаються Замовником протягом 10 робочих днів в письмовій формі.</p> <p>6.5. У разі наявності мотивованих заперечень до Акту передачі-приймання наданих послуг, Надавач послуг усуває обгрунтовані недоліки, оформляє новий Акт передачі-приймання наданих послуг на який Замовник повинен надати відповідь протягом 10 днів після отримання (підписати чи надати нові заперечення). Замовник має право застосовувати таку процедуру не більше, ніж чотири рази протягом тривалості Договору.</p>
<p style="text-align: center;">7. AUDIT AND INSPECTIONS</p> <p>7.1. Each payment made by the Client under the terms of this Contract is subject to audits performed by internal or external auditors of the Client or authorized agent of the Client. The audit can be done at any time during the duration of this Contract and during 3 (three) years after the achievement, termination or cancellation of the Contract.</p> <p>7.2. The Service Provider acknowledges and agrees that at any time the Client may check any aspect of this Contract provided that such inspection does not block the workflow of Service Provider. The Client's right to access any document related to this contract and conduct inspections on the Service Provider's obligations is not lost after the termination of this Contract for a duration of 3 (three) years.</p> <p>7.3. The Service Provider agrees to fully and timely cooperate in such inspections and audits under this Contract. Such cooperation should include, but would not be limited to the obligation of the Service Provider to provide access to its personnel, technical and bank documents in accordance with the purposes of inspections and guarantees the Client the access to its premises. The Service Provider agrees to require from its agents, including but not limited to lawyers, accountants and other advisors a proper cooperation with the Client and its agents during any inspection or audit of payments under this Contract.</p>	<p style="text-align: center;">7. АУДИТ ТА ПЕРЕВІРКИ</p> <p>7.1 Кожний платіж, оплачений Замовником згідно умов даного Договору, стає предметом аудиту, який виконується внутрішніми чи зовнішніми аудиторами Замовника або авторизованими агентами Замовника. Аудит може здійснюватися в будь-який час протягом всього терміну дії цього Договору та протягом 3 (трьох) наступних років після припинення (дострокового розірвання) Договору.</p> <p>7.2 Надавач послуг визнає та погоджується, що у будь-який час Замовник може провести перевірку, яка стосується будь-якого аспекту цього Договору, за умови, що така перевірка не блокуватиме робочі процеси Надавача послуг. Права Замовника до доступу до будь-яких документів пов'язаних з виконанням цього Договору, проведення перевірок та зобов'язання Надавача послуг дозволяти такі перевірки не втрачається після припинення цього Договору протягом 3-х (трьох) років.</p> <p>7.3 Надавач послуг зобов'язується повністю та вчасно співпрацювати під час таких перевірок та аудиту платежів за даним Договором. Така співпраця повинна включати, але не обмежуватись, зобов'язання Надавача послуг давати доступ до своїх працівників, технічної та банківської документації відповідно до цілей перевірки, та гарантувати Замовнику доступ до приміщень Надавача послуг. Надавач послуг зобов'язується вимагати від своїх агентів, включаючи але не обмежуючись, адвокатів, бухгалтерів та інших радників Надавача послуг належної співпраці із Замовником та його агентами під час будь-яких перевірок чи аудитів платежів за даним Договором, які проводить Замовник.</p>
<p style="text-align: center;">8. ANTI-TERRORISM</p> <p>8.1 The Service Provider agrees to make all reasonable efforts to provide to the Client the information that the funds that they had received from</p>	<p style="text-align: center;">8. АНТИТЕРОРИЗМ</p> <p>8.1. Надавач послуг погоджується вживати всіх можливих заходів щодо надання Замовнику інформації про те, що кошти, які він отримав від</p>

<p>the Client are not used to support individuals and legal entities related to terrorist activities, and persons that subsequently receive any of the funds transferred by the Client to the Service Provider's account as payment for provided Services do not appear on the list maintained by the Security Council Committee established pursuant to resolution of the Security Council Committee 1267 on 15. 10.1999 (a list can be found on the official website at the following link UN http://www.un.org).</p>	<p>Замовника відповідно до умов цього Договору, не використовуються для надання підтримки фізичним та юридичним особам, які пов'язані із терористичною діяльністю, та особи, які в подальшому отримують будь-яку частину коштів, перерахованих Замовником на рахунок Надавача послуг як оплату за надані Послуги, не внесені до списку Комітету Ради Безпеки, який складено відповідно до резолюції Комітету Ради Безпеки 1267 від 15.10.1999 року (зі списком можна ознайомитись на офіційному сайті ООН за наступним посиланням http://www.un.org).</p>
<p>9. ENVIRONMENTAL, SOCIAL AND HEALTH & SAFETY COMPLIANCE</p> <p>9.1 The Client, who acts on behalf of MENR, at all times carries out its business and operations in compliance with all applicable national environmental, occupational health & safety and social laws and regulations and comply with the Fundamental Conventions of the International Labour Organization (ILO).</p> <p>9.2 The Client ensures that Project implementation is consistent with the general and relevant World Bank Group sector-specific Environmental Health and Safety Guidelines.</p> <p>9.3 The Client ensures that occupational and public health and safety provisions are consistent with national requirements and international good practice standards, and put forward to contractors and subcontractors, and to suppliers, in particular those for major supply items.</p> <p>9.4 The Client implements a grievance mechanism satisfactory to KfW, which is accessible to the general public and in particular to project affected persons, and to the workforce engaged in project implementation.</p>	<p>9. ВІДПОВІДНІСТЬ ДО НОРМ ОХОРОНИ НАВКОЛИШНЬОГО СЕРЕДОВИЩА, СОЦІАЛЬНІЙ БЕЗПЕЦІ ТА БЕЗПЕЦІ ЗДОРОВ'Я</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 та охорони здоров'я Групи Світового банку.</p> <p>9.3 Замовник гарантує, що положення про охорону праці та здоров'я, безпеки відповідають національним вимогам та стандартам міжнародної належної практики, а також надаються підрядникам та субпідрядникам, а також постачальникам, зокрема тим, що постачають основні товари.</p> <p>9.4 Замовник впроваджує механізм подання скарг, що задовільняє KfW, та який є доступним для широкої громадськості та, зокрема, осіб, на яких впливає проект та працівників, що займаються реалізацією проекту.</p>
<p>10. USE OF PARTIES' PERSONAL DATA</p> <p>10.1 The Parties provide one another voluntarily, complete and unconditional consent to process by each Party relevant personal data of the signatories to this Contract. Processing of the Parties' personal data should be solely used to ensure execution of the Contract, to the extent and within the limits set by the Law of Ukraine "On Personal Data Protection".</p>	<p>10. ВИКОРИСТАННЯ ПЕРСОНАЛЬНИХ ДАНИХ СТОРІН</p> <p>10.1 Сторони надають одне одному добровільну, повну і безумовну згоду на обробку кожною із Сторін відповідних персональних даних фізичних осіб, які зазначені у якості підписантів цього Договору. Обробка отриманих Сторонами персональних даних повинна здійснюватись виключно з метою забезпечення виконання зобов'язань за Договором, в обсязі і в межах, визначених Законом України «Про захист персональних даних».</p>
<p>11. VALIDITY OF THIS CONTRACT. ORDER OF AMENDING THE CONTRACT</p>	<p>11. ТЕРМІН ДІЇ ЦЬОГО ДОГОВОРУ. ПОРЯДОК ВНЕСЕННЯ ЗМІН ДО ДОГОВОРУ</p>

<p>11.1 The Contract shall come into force upon signature by the authorized representative of the Parties and is valid until _____, but in any case until the Parties fulfil all their obligations under this Contract.</p> <p>11.2 This Contract may be terminated in the following cases:</p> <p>11.2.1 By mutual consent of the Parties, according to which the Parties sign an agreement for Contract termination.</p> <p>11.2.2 On the initiative of the Client in cases of missed deadlines. In such cases, the Client may send a written request to the Service Provider calling for immediate correction. The Client may terminate the contract if such corrective action is not initiated within 30 calendar days by issuing a rejection notice. The contract is considered terminated from the moment of the receipt by the Service Provider of the Clients' rejection notice. The rejection notice is hand delivered against receipt, or sent by the Client to the Service Provider by registered mail with return receipt. This mail is considered received by the Service Provider on the 5th day after expedition to the Service Provider's address. This includes the rejection by the Service Provider to accept the notification at the post office or not appearing at the post office to receive mail. In such case the Payment for the delivered Services is not refundable.</p> <p>11.3 Changes to the contract are made in the written form of addenda which become valid upon the signature by the duly authorised representatives of both parties. Contract changes may not alter the subject or nature of the contract nor the conditions under which competitive bidding has taken place to award the initial contract. The modification of unit prices is excluded. Addenda are to be requested by the service provider at the latest 30 calendar days before contract expiry. Addenda requested by the Client may not alter the scope of service or the contact value.</p> <p>For any addendum, the non-objection of KfW must be obtained.</p> <p>11.4 The terms of this Contract shall not apply to liabilities that arose between the Parties prior to the signing of this Contract.</p>	<p>11.1 Договір набирає чинності з моменту підписання його уповноваженими представниками Сторін та діє до _____ року, але в будь-якому випадку до повного виконання Сторонами своїх зобов'язань по цьому Договору.</p> <p>11.2 Дія даного Договору може бути достроково припинена в наступних випадках:</p> <p>11.2.1 За взаємною згодою Сторін, про що Сторонами укладається договір про припинення даного Договору.</p> <p>11.2.2 За ініціативою Замовника у разі прострочення Надавачем послуг своїх зобов'язань за цим Договором щодо надання Послуг понад 30 (тридцять) днів шляхом письмового повідомлення Надавача послуг про дострокове припинення (розірвання дії) Договору. У цьому випадку, у разі відмови Замовника від Договору, цей Договір є розірваним з моменту одержання Надавачем послуг повідомлення Замовника про відмову від Договору. Повідомлення про відмову від Договору вручається наручно, направляється кур'єром або направляється Замовником Надавачу послуг цінним листом з повідомленням про вручення та з описом вкладення та в останньому випадку вважається отриманим Надавачем послуг з урахуванням поштового обігу на 5-й день після направлення його Замовником на адресу Надавача послуг, в тому числі, вважається отриманим у разі ухилення (відмови) Надавача послуг від отримання зазначеного повідомлення у відділенні поштового зв'язку чи не з'явлення у відділення поштового зв'язку для отримання повідомлень. У такому випадку плата за надані послуги не повертається.</p> <p>11.3 Зміни, що вносяться, оформляються в письмовій формі в Додаткових угодах до Договору які набирають чинності з моменту підписання представниками Сторін. Зміни до Договору не можуть змінити предмет або характер договору, а ні умови конкурсних торгів за результатами яких був присуджений первинний Договір. Зміна в ціні за одиницю не дозволяється. Запити щодо укладання Додаткових угод повинні бути надані Надавачем послуг не пізніше ніж за 30 календарних днів до закінчення терміну дії Договору. Додаткові угоди на запит Замовника не можуть змінювати обсяги послуг чи вартість Договору.</p> <p>Для укладення будь-якої додаткової угоди KfW повинно надати своє не заперечення</p> <p>11.4 Умови цього Договору не поширюються на зобов'язання, що виникли між Сторонами до підписання цього Договору.</p>
12. LIABILITY OF THE PARTIES	12. ВІДПОВІДАЛЬНІСТЬ СТОРІН

<p>12.1 For failure and / or improper execution of this Contract the Parties bear responsibility according to the current legislation of Ukraine.</p> <p>12.2 In case of failure and / or improper fulfilment of the obligations specified in this Contract the guilty Party shall compensate the other Party all losses associated with the failure or improper performance of obligations.</p> <p>12.3 Delays of contractual deadlines, according to the timeframes of the workplan, for which the Service provider bears responsibility trigger a penalty of 0.1% of the value of undelivered services for each working day until the full proper performance is reached. However, the maximum penalty does not exceed 10% of the total amount of the Contract indicated in Article 3.1.</p> <p>12.4 In case the Client is responsible for payment delays beyond the limits set out in this contract, the Service Provider is entitled to receive from the Client the conventional penalty at a rate of 0,1 % of the cost of the delayed payment per every day of delay, however, no more than 10 % of the cost of of the total amount of the Contract indicated in Article 3.1.</p> <p>12.5 Damages and payment of penalties do not exempt the guilty party from performing its obligations under this Contract.</p> <p>12.6 Neither party to this Contract shall be liable to the other party for any consequential or indirect damages under any provisions of this Contract or for any consequential or indirect damages arising out of any act or failure to act hereunder even if that party has been advised of or has foreseen the possibility of such damages.</p> <p>12.7 The Service Provider shall be liable to the Client for verifiably culpable breaches of its contractual obligations, particularly breaches of Paragraph 2. It is likewise liable for its subcontractors to the same extent. Liability for consequential damage is excluded. Furthermore, the liability of the Service Provider shall be limited to the Order Value. The limitation of liability stated in the two preceding sentences shall not apply for premeditation and gross negligence.</p> <p>12.8 The Client shall be liable to the Service Provider for verifiably culpable breaches of its contractual obligations, particularly breaches of Paragraph 2. Liability for consequential damage is limited to premeditation and gross negligence. Liability for injury to life, limb or health shall remain unaffected.</p>	<p>12.1 За невиконання та/або неналежне виконання умов цього Договору Сторони несуть відповідальність згідно чинного законодавства України.</p> <p>12.2 У випадку невиконання та/або неналежного виконання зобов'язань, що передбачені цим Договором винна Сторона зобов'язана відшкодувати іншій Стороні всі пов'язані з таким невиконанням чи неналежним виконанням зобов'язань збитки.</p> <p>12.3 За порушення строків надання Послуг, терміни яких зазначені в робочому плані, за які Надавач послуг несе відповідальність, Надавач послуг оплачує Замовнику неустойку у розмірі 0,1% від вартості несвоєчасно наданих Послуг за кожний день такого протермінування до повного належного виконання своїх зобов'язань. При цьому, максимальний розмір неустойки, яка може бути нарахована Надавачем послуг не може перевищувати 10% від загальної суми Договору, вказаної в п.3.1. Договору.</p> <p>12.4 У разі порушення Замовником строку оплати за надані Послуги, Надавач послуг може вимагати від Замовника виплатити пеню у розмірі 0,1% від суми заборгованості за кожен день прострочення платежу. Максимальний розмір пені, яка може бути нарахована не може перевищувати 10% від загальної суми Договору, вказаної в п.3.1. Договору.</p> <p>12.5 Відшкодування збитків та сплата неустойки (пені, штрафу) не звільняє винну Сторону від виконання своїх зобов'язань за даним Договором.</p> <p>12.6 Жодна сторона цього Договору не несе відповідальності перед іншою стороною за будь-які непрямі збитки та 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>12.7 Надавач послуг несе відповідальність перед Замовником за винні порушення своїх договірних зобов'язань, що можуть бути доведені, зокрема за порушення пункту 2. Він також несе відповідальність за своїх субпідрядників у тій же мірі. Відповідальність за заподіяну шкоду не виключається. Крім того, відповідальність Надавача послуг обмежується вартістю Замовлення. Обмеження відповідальності, зазначене у двох попередніх реченнях, не поширюється на умисні дії та грубу необережність.</p> <p>12.8 Замовник несе відповідальність перед Надавачем послуг за винні порушення своїх договірних зобов'язань, що можуть бути доведені,</p>
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	зокрема за порушення пункту 2. Відповідальність за непрямі збитки обмежується завданою шкодою умисного характеру та грубою необережністю. Відповідальність за тілесні ушкодження, кінцівки чи здоров'я залишається незмінною.
<p align="center">13. INSURANCE</p> <p>13.1 Insurance is to be taken out against extraordinary events such as war, riot, terrorism or revolution to the extent possible at reasonable terms and conditions. Otherwise the contracting agency and the contractor are to reach a settlement on the distribution of these risks in coordination with KfW.</p> <p>13.2 In the case of financing of foreign currency costs, insurance is to be taken out in freely convertible currency and will provide for any payments due from the insurer to be made payable to KfW for account of the contracting agency.</p>	<p align="center">13. СТРАХУВАННЯ</p> <p>13.1. Страхування від надзвичайних подій, таких як війна, бунт, тероризм або революція, повинне бути вилученим наскільки це можливо, на розумних умовах. В іншому випадку договірне агентство та підрядник повинні досягти врегулювання розподілу цих ризиків у координації з KfW.</p> <p>13.2. У випадку фінансування витрат у іноземній валюті, страхування повинне виводитись у вільно конвертованій валюті та передбачати будь-які платежі, сплачені страховиком, які підлягають виплаті KfW за рахунок контрагента.</p>
<p align="center">14. KfW REIMBURSEMENT</p> <p>14.1 All reimbursements, guarantee or similar claimable payments and any insurance payments shall be made for account of the Project -Executing Agency to account at KfW, Frankfurt am Main, IBAN: DE53 5002 0400 3800 0000 00, BIC: KFWIDEFF, with KfW crediting such payments to the account of the Recipient. If such payments are made in local currency they shall be remitted to a special account of the Project -Executing Agency in the country of the Project-Executing Agency (Ukraine), which may be drawn on only with the consent of KfW. Such funds may be re-utilized for the execution of the Project with KfW's consent.</p>	<p align="center">14. ВІДШКОДУВАННЯ KfW</p> <p>14.1. Усі компенсації, гарантії чи подібні сплачені платежі та будь-які страхові виплати здійснюються в ім'я Агенції виконання проекту на рахунок KfW, Франкфурт-на-Майні, IBAN: DE53 5002 0400 3800 0000 00, BIC: KFWIDEFF, при цьому KfW зараховує такі платежі на рахунок Реципієнта. Якщо такі платежі здійснюються в національній валюті, вони перераховуються на спеціальний рахунок Агенції виконання проекту в країні Агенції виконання проекту (Україні), які можуть бути залучені лише за згодою KfW. Такі кошти можуть бути використані повторно для виконання Проекту за згодою KfW.</p>
<p align="center">15. FORCE MAJEURE</p> <p>15.1 The Parties are exempted from liabilities for failure or improper performance of obligations hereunder in the event of force majeure circumstances that did not exist at the time of signing the Contract and arose against both Parties' will.</p> <p>15.2 Force majeure in this Contract are actions of invincible power and other circumstances that constitute grounds for exemption from liability for failure or improper performance of obligations under this Contract; any extreme or unavoidable events of external nature in relation to the parties or their consequences that arise through no fault of the Parties, against the will or wishes of the Parties and can not be provided with conventional actions to this end and those that are impossible to prevent or avoid with all caution and foresight, including, but not excluding natural disasters (earthquakes, floods, hurricanes, destruction due to lightning, etc.), disasters of biologic, technogenic, antropogenic origin (explosions, fire, breakdown of machinery and equipment, mass epidemics, etc.), the circumstances of social life (war,</p>	<p align="center">15. ФОРС-МАЖОР</p> <p>15.1 Сторони звільняються від відповідальності за невиконання або неналежне виконання зобов'язань за цим Договором у разі виникнення форс-мажорних обставин, які не існували на час підписання Договору та виникли поза волею обох Сторін.</p> <p>15.2 Форс-мажорними обставинами в цьому Договорі вважаються дії непереборної сили, а також інші обставини, що є підставою для звільнення від відповідальності за невиконання або неналежне виконання зобов'язань за цим Договором; будь-які екстремальні або неминучі події зовнішнього характеру по відношенню до Сторін або їх наслідки, які виникають не з вини Сторін, поза їх волею або всупереч волі і бажанню Сторін і які не можуть бути передбачені із застосуванням звичайних дій з цією метою, і яким неможливо запобігти (уникнути їх) з усією обережністю і передбачливістю, в тому числі, але не виключаючи стихійні явища природного характеру (землетруси, повені, урагани, руйнування в результаті блискавки тощо), катастрофи</p>

<p>military operations, blockade, public disorder, terrorism, mass strikes and lock-outs, boycotts, etc.) and issuing prohibitive or restrictive regulations acts of government and / or local authorities, other legal or illegal, restrictive or limiting activities of these bodies that prevent the Parties from properly performing their obligations under this Contract or temporarily impede such performance</p> <p>15.3 The Party that cannot fulfil obligations under this Contract due to force majeure shall notify the other party of this in writing (by telegram / e-mail / fax / courier) within 10 (ten) calendar days from the date of occurrence.</p> <p>If a Party that failed to fulfil obligations under this Contract due to force majeure did not inform the other party of their occurrence, it is not entitled to rely on those circumstances as grounds for non-fulfilment or untimely fulfilment of their obligations.</p> <p>15.4 Evidence of force majeure and duration of action are the relevant supporting documents issued by the Chamber of Commerce.</p> <p>15.5 If force majeure and / or its consequences temporarily prevent full or partial fulfilment of obligations under this Contract, the execution of the contract is suspended for the duration of such circumstances or elimination of their effects.</p> <p>15.6 Should these circumstances continue for over 3 (three) months, the Parties shall promptly conduct negotiations to agree on possible alternative ways of fulfilling the Contract obligations. If due to force majeure circumstances and / or their consequences, for which neither Party shall be liable, the fulfilment of the obligations under this Contract is still not possible, then this Contract is terminated from the date of inability to perform obligations related hereunder. In this case, the Parties are not exempted from the obligation to inform the other Party of the presence of force majeure circumstances or the occurrence of their effects.</p>	<p>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 локаути, бойкоти тощо), а також видача заборонних або обмежуючих нормативних актів уряду та/або місцевого самоврядування, інших законних чи незаконних, заборонних чи обмежуючих заходів зазначених органів, які унеможливають виконання Сторонами належним чином своїх зобов'язань за цим Договором або тимчасово перешкоджають такому виконанню.</p> <p>15.3 Сторона, яка не може виконати зобов'язання за цим Договором внаслідок форс-мажорних обставин, повинна повідомити іншу Сторону про це в письмовій формі (телеграмою/ електронною поштою/ факсом/ кур'єрською доставкою) протягом 10 (десяти) календарних днів з моменту їх виникнення.</p> <p>Якщо Сторона, яка не змогла виконати зобов'язання за цим Договором внаслідок форс-мажорних обставин, не повідомила іншу Сторону про їх настання, вона не має права посилається на ці обставини як на підставу невиконання чи невчасного виконання нею своїх зобов'язань.</p> <p>15.4 Доказом виникнення форс-мажорних обставин та тривалості їх дії є відповідні підтвердуючі документи, видані Торгово-промисловою палатою.</p> <p>15.5 Якщо форс-мажорні обставини та/або їх наслідки тимчасово перешкоджають повному або частковому виконанню зобов'язань за цим Договором, то термін виконання зобов'язань продовжується на строк дії таких обставин чи усунення їх наслідків.</p> <p>15.6 Якщо форс-мажорні обставини продовжують діяти понад 3 (три) місяці підряд, Сторони зобов'язані провести переговори щодо погодження можливих альтернативних варіантів виконання умов даного Договору. Якщо у зв'язку з виникненням форс-мажорних обставин та/або їхніх наслідків, за які жодна із Сторін не несе відповідальності, виконання зобов'язань за цим Контрактом є все-таки неможливим, то цей Договір вважається розірваним з моменту виникнення неможливості виконання зобов'язань за цим Договором. У цьому випадку Сторони не звільняються від зобов'язання проінформувати іншу Сторону про наявність форс-мажорних обставин або настання їх наслідків.</p>
<p style="text-align: center;">16. DISPUTE RESOLUTION</p> <p>16.1 All disputes and disagreements that may</p>	<p style="text-align: center;">16. ВИРІШЕННЯ СПОРІВ</p>

<p>arise in the performance, modification or termination of this Contract or in connection with it, will possibly be resolved through good-faith negotiation between the Parties.</p> <p>16.2 Where the Parties do not reach agreement by negotiation, the dispute is submitted to the Commercial Court in the prescribed law jurisdiction.</p> <p>16.3 The governing Law for Contracts concluded under National tenders is the material and procedural law of Ukraine.</p> <p>16.4 The governing law for contracts concluded under international tenders is the German law covering commercial relationships with the jurisdiction of the courts of Essen, Germany.</p>	<p>16.1 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;">17. GUARANTEES AND CONFIRMATION</p> <p>17.1 The Parties shall ensure and confirm that they are not under circumstances that forced them to enter into this Contract on unfavorable terms; they are not limited to the right to enter into transactions not recognized in the prescribed manner incapacitated in whole or in part; the present Contract is not influenced by error, fraud, violence, severe circumstances, contracting the interests of the Parties in the present Contract is in accordance with this will, without any use of physical or psychological pressure, the will is free, informed and consistent with their inner will, all contract terms are clear to them and do not cause any questions; they still understand the meaning and conditions of this Contract and its legal implications, terms of the Contract are clear and correspond to a real understanding of the Parties; this Contract does not conceal another transaction, is not fictitious and is coming into force with the intention of creating the appropriate legal consequences for the Parties that are stipulated herein.</p> <p>17.2 The Parties confirm that the conclusion and implementation of this Contract, including the fulfillment of the obligations of the Parties would not violate the requirements of current legislation of Ukraine and the rights and interests of third parties protected by law.</p> <p>17.3 While concluding this Contract both parties acknowledge that there is no fraud or concealment of facts.</p>	<p style="text-align: center;">17. ГАРАНТІЇ ТА ПІДТВЕРДЖЕННЯ</p> <p>17.1 Сторони гарантують і підтверджують, що в них відсутні обставини, які примусили їх укласти цей Договір на невігідних умовах; вони не обмежені в праві укладати правочини, не визнані у встановленому порядку недієздатними повністю або частково; даний Договір укладається не під впливом помилки, обману, насильства, тяжкої обставини, укладення Договору відповідає інтересам Сторін, даний Договір укладається у відповідності зі справжньою волею, без будь-якого застосування фізичного чи психічного тиску, волевиявлення є вільним, усвідомленим і відповідає їх внутрішній волі, всі умови Договору є для них зрозумілими і не викликають будь-яких запитань; вони однаково розуміють значення і умови цього Договору та його правові наслідки, умови Договору зрозумілі і відповідають реальній домовленості Сторін; даний Договір не приховує іншого правочину, не носить характеру фіктивного та удаваного правочину та вчиняється з наміром створення відповідних правових наслідків для Сторін, які обумовлені у ньому.</p> <p>17.2 Сторони засвідчують, що укладення та виконання даного Договору, в тому числі, виконання покладених на Сторін зобов'язань не буде порушувати вимоги чинного законодавства України, а також права та інтереси третіх осіб, що охороняються законом.</p> <p>17.3 При укладенні Договору Сторони визнають, що був відсутній будь-який обман чи інше приховування фактів.</p>
<p style="text-align: center;">18. OTHER CONDITIONS</p> <p>18.1 The Parties may not transfer their rights and obligations arising from this Contract to others.</p>	<p style="text-align: center;">18. ІНШІ УМОВИ</p> <p>18.1 Сторони не мають права передавати свої права і обов'язки, що впливають із цього Договору, іншим особам.</p>

<p>18.2 After the conclusion of the Contract all previous negotiations and correspondence regarding this Contract are void.</p> <p>18.3 In cases not covered by the Contract, the Parties are governed by the laws of Ukraine.</p> <p>18.4 Each Party carries full responsibility for correct legal details included in this contract. They agree to notify the other Party in writing about changes eventually required. If they fail to inform each other they carry the risk of the associated adverse effects.</p> <p>18.5 In the course of execution of this Contract the exchange of business correspondence, reports, documents is allowed by email, fax if it is expressly foreseen in the Contract. The entire correspondence (messages, letters, plans, proposals and other documents, copies of documents, etc.) under this Contract, each Party shall transmit to the other Party in writing delivered by courier, via mail (not e-mail) by registered letter (insured) with description and return receipt request or personal delivery against receipt to the address specified in Section 19 of the Contract if other addresses will not be notified in writing by the Parties to each other. The Parties agreed that in view of postal circulation the correspondence is considered as received by the other party on the 5th day after sending it by the shipping Party, including the evasion (failure) of the recipient Party to receive it in the post office or not appearing at the post office for receiving it.</p> <p>18.6 This Contract issued on 14 pages in Ukrainian and English languages, where the English version prevails, in 2 identical copies of equal legal force, one copy for each Party.</p> <p>18.7 Annexes and integral part of this Contract are:</p> <ul style="list-style-type: none"> - Annex №1 - Specification; - Annex №2 - Declaration of Undertaking - Annex №3 –Terms of Reference; - Annex №4 – Service Provider’s Technical Proposal dated _____ - Annex №5 - Service Provider’s Cost Breakdown dated _____ - Annex № 6 – KfW Policy – Sanctionable Practice-Social and Environmental Responsibility <p>18.8 The Contract is valid from the moment of its signing by both parties till _____2024 and shall remain in force until completion of parties’ obligations herein.</p>	<p>18.2 Після укладення Договору всі попередні переговори та переписка по ньому втрачають юридичну силу.</p> <p>18.3 У випадках, не передбачених Договором, Сторони керуються чинним законодавством України.</p> <p>18.4 Кожна Сторона несе повну відповідальність за правильність вказаних нею у цьому Договорі реквізитів та зобов’язується своєчасно у письмовій формі повідомляти іншу Сторону про їх зміну, а у разі неповідомлення несе ризик настання пов’язаних із ним несприятливих наслідків.</p> <p>18.5 В ході виконання цього Договору Сторонами приймається обмін діловою кореспонденцією, звітами, документами по електронній пошті, факсимільному зв’язку, якщо це прямо передбачено Договором. Усю кореспонденцію (повідомлення, листи, плани, пропозиції, інші документи, копії документів і тому подібне) за цим Договором кожна Сторона зобов’язана передавати іншій Стороні у письмовій формі з доставкою кур’єром, звичайною поштою (не електронною) цінним листом (оголошеною цінністю) з описом вкладення і повідомленням про вручення або особистим врученням під розпис по адресах, вказаних в Розділі 19 Договору, якщо інші адреси не будуть письмово повідомлені Сторонами одна одній. Сторони погодили, що з урахуванням поштового обігу кореспонденція вважається отриманою Стороною одержувачем на 5-й день після направлення її Стороною відправником, у тому числі, вважається отриманою і у разі ухилення (відмови) Сторони одержувача від її отримання у відділенні поштового зв’язку чи нез’явлення Сторони у відділення поштового зв’язку для її отримання.</p> <p>18.6 Цей Договір складено на 14 аркушах українською та англійською мовами, з переважанням англійського варіанту, в 2-х ідентичних примірниках, які мають рівну юридичну силу, по одному для кожної із Сторін.</p> <p>18.7 Додатками та невід’ємною частиною цього Договору є:</p> <ul style="list-style-type: none"> Додаток №1 – Специфікація; Додаток №2 – Декларація про зобов’язання Додаток №3 – Технічна Специфікація; Додаток №4 Технічна пропозиція Надавача послуг від _____року Додаток №5 Розрахунок витрат Надавача послуг від _____року - Додаток № 6 Політика KfW – Санкціонована практика – Соціальна та екологічна відповідальність <p>18.8 Договір вступає в силу з моменту його підписання обома сторонами та діє до _____2024,</p>
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<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>і залишається в силі до повного виконання сторонами своїх зобов'язань. Цей договір набирає чинності лише після отримання не-заперечення від KfW щодо контракту, що становить більше 100 000 євро.</p>
<p align="center">19. LEGAL ADDRESSES, DETAILS AND SIGNATURES OF THE PARTIES</p> <p>CLIENT: AHT Group AG Registered at the address in Ukraine: 79039 Lviv, Str. Shevchenka 70/1 Phone: +380322330423 IBAN UA 93 322313 0000026004000029062 JSC “UKREXIMBANK”, affiliated branch in Lviv city MFO 322313, e-mail: info@snpa.in.ua</p> <p>Authorized representative</p> <p>_____ / Michael Brombacher М.П.</p>	<p align="center">19. ЮРИДИЧНІ АДРЕСИ, РЕКВІЗИТИ ТА ПІДПИСИ СТОРІН</p> <p>ЗАМОВНИК : АГТ ГРУП АГ (AHT GROUP AG) Місцезнаходження в Україні: 79039, м. Львів, вул. Шевченка, 70/1 Tel. +380322330423 IBAN UA 93 322313 0000026004000029062 в філії АТ “УКРЕКСІМБАНК” у м. Львові МФО 322313 електронна пошта: info@snpa.in.ua</p> <p>Уповноважений представник</p> <p>_____ / Міхаель Бромбахер М.П.</p>
<p>SERVICE PROVIDER: _____/_____/_____</p>	<p>НАДАВАЧ ПОСЛУГ : _____/_____/_____</p>

Annex №1/ Додаток №1
to the Service Contract / до Договору про надання послуг №_ від/dated «
II. SPECIFICATION (SPECIAL CONDITIONS) / СПЕЦИФІКАЦІЯ (ОСОБЛИВІ УМОВИ)

Ukraine, city of Lviv/ Україна, м.Львів

<p>1.Description of Services:</p> <ol style="list-style-type: none"> 1. Develop a general documentary concept and script with a filming schedule 2. Survey (filming) and transfer of raw materials every month with a brief progress report 3. Post-production. Editing 4. The first version of the documentary film will be reviewed by the team of the Ministry of Ecology and Natural Resources and the SNPA project. Total 3 rounds of comments 5. Post-production. Editing, sound design and toning, color correction and grading. Writing music for the film. Titles 6. Development of a trailer and a poster for the film 7. The final version of the film, taking into account comments from the Ministry of Ecology and Natural Resources and the SNPA project. DCP to be shown at the film festival 	<p>1.Перелік Послуг:</p> <ol style="list-style-type: none"> 1. Розробити загальну фінальну концепцію документального фільму та сценарій з розкладом зйомок 2. Зйомки та передача необроблених матеріалів щомісяця з коротким звітом про прогрес 3. Пост продакшин. Монтаж. 4. Перша версія документального фільму перегляду командою Міндовкілля та SNPA проекту. Всього 3 раунди коментарів 5. Пост продакшин. Монтаж, саунд-дизайн та тонування, кольорокорекція та грейдінг. Написання музики до фільму. Титри. 6. Створення трейлеру та постеру до фільму. 7. Фінальна версія фільму з врахованими коментарями від Міндовкілля та проекту SNPA. DCP для показу на кінофестивалі
<p>2.Total value of the Services is _____(_____) EURO excluding VAT</p> <p>The invoiced price for Services will not include VAT or any other taxes due to the AHT GROUP AG exemption from all taxes, customs duties and charges based on the Registration Card of the Project No. 3450 -03</p>	<p>2.Загальна вартість Послуг становить _____(_____) Євро без ПДВ</p> <p>Заявлена вартість послуг не включатиме ПДВ та інші податки, оскільки АГТ Груп АГ звільнена від сплати податків, мит та зборів на підставі реєстраційної картки проекту № 3450-03</p>
<p>3.Start date of Providing Service: 14 days after the signing of the contract</p>	<p>3.Дата початку надання послуг: 14 днів після дати підписання договору</p>
<p>4.Reporting schedule:</p> <ol style="list-style-type: none"> 1. The first version of the film and trailer must be submitted for comment no later than October 1, 2024. Three rounds of comments will be held. 2. The final products (main documentary and trailer), as well as all source materials and project files, must be transferred to the SNPA project on an external hard drive no later than March 1, 2025. Brief progress reports should be submitted on a monthly basis. 	<p>4.Графік подання звітів:</p> <ol style="list-style-type: none"> 1. Перший варіант фільму та трейлеру має бути представлений для коментарів не пізніше 1 жовтня 2024 року. Буде проведено три раунди коментарів. 2. Кінцеві продукти (основний документальний фільм і трейлер), а також усі вихідні матеріали та файли проекту мають бути передані до проекту SNPA на зовнішньому жорсткому диску не пізніше 1 березня 2025 року. Короткі звіти щодо прогресу виконання робіт повинні бути подані щомісяця.
<p>5.Delivery deadline of the Services: till March 1, 2025</p>	<p>5.Строк надання Послуг: до 1 березня 2025 року</p>
<p>6.Terms of payment:</p> <ul style="list-style-type: none"> • 20% of the total value of the contract will be paid as intermediary installments after approval of the general concept and script of the final documentary with a shooting schedule • 10% of the total value of the contract will be paid as intermediary installments after approval of the first half of the stage of filming and transfer of raw 	<p>6.Строки проведення розрахунків:</p> <ul style="list-style-type: none"> • 20% від загальної вартості договору буде сплачено як проміжні оплати після затвердження розробленої загальної концепції та сценарію фінального документального фільму з розкладом зйомок • 10% від загальної вартості договору буде сплачено як проміжні оплати після затвердження першої

<p>materials (monthly with a short progress report). Half of the stage will be calculated according to the agreed shooting schedule</p> <ul style="list-style-type: none"> • 10% of the total value of the contract will be paid as intermediary installments after approval of the final filming and transfer of raw materials • 40% of the total value of the contract will be paid as intermediary installments after approval of The first version of the film • 20% of the total value of the contract will be paid as final installments after approval of The final version of the film <p>Payment conditions: Payments will be done in UAH based on the exchange rate of the National Bank of Ukraine on the day of payment.</p>	<p>половини етапу зйомок та передачі необроблених матеріалів (щомісяця з коротким звітом про прогрес). Половина етапу відраховуватиметься відповідно до погодженого розкладу зйомок</p> <ul style="list-style-type: none"> • 10% від загальної вартості договору буде сплачено як проміжні оплати після затвердження завершення етапу зйомок та передачі всіх необроблених матеріалів • 40% від загальної вартості договору буде сплачено як проміжні оплати після затвердження першої версії фільму • 20% від загальної вартості договору буде сплачено як кінцева оплата після затвердження остаточної версії фільму <p>Умови оплати: Оплата повинна здійснюватись у гривнях, відповідно до курсу валют, встановленого Національним Банком України в день оплати</p>
<p>7.Equipment</p> <p>The verification of the actual use of equipment stated in QUAL-3 form of the Service Provider’s Technical proposal will be done by the representative of the Client. In case of nonconformity of the used equipment to the proposed one the Service Provider is obliged to retake the footage(s) using the proposed equipment or equipment of higher quality.</p>	<p>7. Обладнання</p> <p>Перевірка фактичного використання обладнання, зазначеного у формі QUAL-3 Технічної пропозиції Надавача послуг, здійснюватиметься представником Замовника. У випадку невідповідності задіяного обладнання до заявленого у пропозиції надавач послуг зобов’язаний перезняти кадри, використовуючи заявлене обладнання або обладнання вищої якості.</p>
<p>8.Intellectual property rights</p> <p>All developed materials are confidential and proprietary to AHT Group AG. The confidential and proprietary information on the filmed materials and design may not be copied, disclosed or used, in whole or in part, without the prior written consent of AHT Group AG. All rights on the the filmed materials remains with AHT group AG.</p> <p>The Service Provider shall have a right to disclose and use the fact of cooperation purely for the marketing purposes only by prior written agreement of the Client. The Client hereby grants the Service Provider the right to display the logo and elements of the Support of Nature Protected Areas (SNPA) in Ukraine project on the Service Provider's Web site, dribbble page, behance page and portfolio materials. In any other cases the Client should obtain a prior written permission from the Client.</p>	<p>8.Права інтелектуальної власності</p> <p>Всі розроблені матеріали є конфіденційними та є власністю компанії АГТ ГРУП АГ. Конфіденційна інформація та інформація, що стає власністю, щодо зафільмованих матеріалів та дизайну не може бути копіювана, розкрита або використана повністю або частково без попередньої письмової згоди компанії АГТ ГРУП АГ. Всі права на розроблений дизайн залишаються з АГТ ГРУП АГ.</p> <p>Надавач послуг має право оприлюднювати та використовувати факт співпраці лише в маркетингових цілях та тільки за попереднім письмовим погодженням Замовника. Замовник надає Надавачу послуг право відображати логотип та елементи проекту «Підтримка природно-заповідних територій в Україні» (ППЗТУ) на власному сайті, сторінці dribbble, сторінці behance та у матеріалах портфоліо. У інших випадках Клієнт зобов’язаний отримати попереднє письмове погодження від Замовника.</p>
<p>CLIENT: AHT Group AG Registered at the address in Ukraine: 79039 Lviv, Str. Shevchenka 70/1 Phone: +380322330423, IBAN UA 93 322313 0000026004000029062</p>	<p>SERVICE PROVIDER</p> <p>НАДАВАЧ ПОСЛУГ : _____/_____</p>

<p>JSC “UKREXIMBANK”, affiliated branch in Lviv city, MFO 325718</p> <p>ЗАМОВНИК: АГТ ГРУП АГ (AHT GROUP AG) 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 325718</p> <p>Authorized representative/ Уповноважений представник</p> <p>_____</p> <p><i>signature, stamp</i></p> <p>Michael Brombacher /Міхаель Бромбахер</p>	
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