***Sample form\****

***{The full name of the customer is indicated}***

|  |  |
| --- | --- |
|  | **APPROVED** |
|  | **Protocol of decision-making by an authorized person** |
|  | **from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  |
|  | **Authorized person** |
|  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  |
|  |  |

 stamp

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| **TENDER DOSSIER****OPEN BIDDING** |

**(with special features, in accordance with the resolution of the CMU dated 12.10.2022 No. 1178**

**(with changes and additions))**

**by subject of purchase:**

work on providing the services of a consulting engineer to perform the functions of control and supervision of construction works at the facility

***{indicate the full name of the subject of procurement from the main procedure for the procurement of works}***

(71520000-9 – Construction supervision services)

***(defined by specifying the code of the Unified Procurement Dictionary,***

***in accordance with the Procedure for determining the subject of procurement, approved by the order of the Ministry of Economy of April 15, 2020 No. 708)***

**m. \_\_\_\_\_\_\_\_\_\_\_\_– 202\_\_\_ year**

*\*applies as sample tender documentation for the procurement of works related to sub-projects and objects within the framework of the Ukraine Recovery Programme (URP) and the Ukraine Early Recovery Programme (UERP). Full responsibility for the content of the specific tender documentation for a specific procurement is borne by the respective customers - final beneficiaries under the URP/UERP.*

|  |  |
| --- | --- |
| **item no** | **Section I General Provisions** |
| **1** | **Terms used in the tender documentation** | The tender documentation was developed in accordance with the requirementsof the Law of Ukraine "On Public Procurement" (hereinafter - the Law) and Peculiarities of public procurement of goods, works and services for customers provided for by the Law of Ukraine "On Public Procurement", for the period of the legal regime of martial law in Ukraine and within 90 days from the date of its termination or cancellation approved by Cabinet of Ministers Resolution No. 1178 dated 12.10.2022 (hereinafter - Special features).The terms used in this documentation have the meanings given in the Act and the Specifications.**In accordance with Part 3 of Article 22 of the Law and Paragraph 10 of Clause 3 of the Specifications, the tender documentation also contains certain additional mandatory conditions), the establishment of which is provided for in the Financial Agreement (hereinafter - the Financial Agreement)**between Ukraine and the European Investment Bank regarding the implementation of:**(*Comment for the Customer: The customer indicates under which program, from those indicated below, the purchase is made)*** **-- Ukraine Recovery Programme (hereinafter referred to as the URP, ratified by the Law of Ukraine dated July 14, 2021 No. 1645-IX), and which are described in the Guidelines for the implementation of the Program, approved by the EIB as being in accordance with the EIB Procurement Guidelines.****OR****-- Ukraine Early Recovery Programme (hereinafter referred to as the UERP), ratified by the Law dated 04/22/2015 No. 346-VIII, and which are described in the Program Implementation Guidelines, approved by the EIB as being consistent with the EIB Procurement Guidelines.****Such additional mandatory conditions may differ from the provisions of the Law and the Specifications, but are subject to application for this tender.** |
| **2** | **Information about the bidding customer** |  |
| 2.1 | Full name | *{Full name of the bidding customer}* |
| 2.2 | Location | *{Location of the bidding customer}* |
| 2.3 | An official of the customer, authorized to communicate with the participants | *{NAME, position, address, contact information}* |
| **3** | **Procurement procedure** | **open auctions with features** |
| **4** | **Information about the subject of purchase** |  |
| 4.1 | Name of the subject of purchase | **Procurement of works for the provision of the services of a consulting engineer to perform the functions of control and supervision of construction works at the facility:*****{full name of the subject of purchase}*** |
| 4.2 | Description of a separate part (parts) of the subject of procurement (lot) for which tenders may be submitted | The requirements of this tender documentation do not provide for the establishment of individual parts of the subject of procurement (lots). |
| 4.3 | Place and scope of work | Object address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_The scope of work is defined in Appendix 3 "Terms of Reference" to the tender documentation. |
| 4.4 | The term of performance of works | Until \_\_\_.\_\_\_\_.20\_\_\_, set out in detail in Appendix 3 "Terms of Reference". |
| **5** | **Non-discrimination of participants** | **Participants (residents and non-residents)** all forms of ownership and organizational and legal forms participate in procurement procedures on equal terms.In accordance with the paragraph of the second subparagraph of clause 6¹ of Chapter X "Final and Transitional Provisions" of the Law in conjunction with Article 6 of the Law, the peculiarities regarding the localization of production and their consideration during the evaluation of proposals are provided for by the Law of Ukraine dated 12.16.2021 No. 1977-ХХ, do NOT apply to purchases within the boundaries of the URP and UERP. |
| **6** | **Information about the currency in which the price of the tender offer must be calculated and indicated** | The currency of the tender offer is the national currency of Ukraine - hryvnia. |
| **7** | **Information about the language(s) in which tender offers should be made** | The language of the tender offer is Ukrainian ([point 8 part two,](https://zakon.rada.gov.ua/laws/show/922-19) Article 21 of the Law).During procurement procedures, all documents prepared by the customer are written in Ukrainian, and at the customer's decision, all documents can have an authentic translation in another language at the same time.The text written in Ukrainian is decisive.Standard characteristics, requirements, conventional designations in the form of abbreviations and terminology related to goods, works or services procured, provided by existing international or national standards, norms and rules, are explained in the language of their generally accepted application.All information is placed in the electronic procurement system in the Ukrainian language, except for those cases when the use of letters and symbols of the Ukrainian language leads to their distortion (in particular, but not exclusively, Internet addresses, e-mail addresses, trademarks (signs for goods and services), generally accepted international terms). The tender offer and all documents required by the requirements of the tender documentation and its annexes are drawn up in Ukrainian. Documents or copies of documents (which are stipulated by the requirements of the tender documentation and its annexes), which are provided by the Participant as part of the tender offer, in other languages, must be provided together with their authentic translation into Ukrainian.Exclusion:1. The customer is not obliged to consider documents that are not provided for by the requirements of the tender documentation and its annexes and that the participant additionally provides at its own discretion, including if such documents are provided in a foreign language without translation.2. In the event that a participant submits several documents in different languages ​​in support of one claim, and provided that at least one of the submitted documents meets the established requirement, including regarding the language, the customer does not consider the other document(s), that the participant provided additionally on confirmation of this requirement, even if another document is provided in a foreign language without translation. |
| **8** | **The expected value of the subject of procurement and information on the acceptance or rejection of a tender offer for consideration, the price of which is higher than the expected value of the subject of procurement, determined by the customer in the announcement of open bidding** | The expected value of the item of purchase is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_UAH. \_\_ kopecks ({expected cost in writing UAH. \_\_ kopecks}The customer does not accept for consideration a tender offer, the price of which is higher than the expected value of the item of purchase, determined by the customer in the announcement of open bidding.Since the customer did not indicate the acceptance for consideration of a tender offer, the price of which is higher than the expected value of the procurement object, determined by the customer in the announcement of open bidding, and/or did not indicate an acceptable percentage of overrun, or the percentage of overrun is greater than specified by the customer in tender documentation, then the customer rejects such a tender offer in accordance with the paragraph of the fourth sub-item 2 of item 44 of the Specifications. |
| **9** | **List of attachments to the tender documentation** | 1. Appendix 1 – Tender (price) offer form).2. Appendix 2 – Draft contract for the provision of services of a consulting engineer to perform the functions of control and supervision of construction works at the facility3. Appendix 3 -- Terms of reference for procurement.4. Appendix 3-A – Form of guarantee letter regarding performance of works.5. Appendix 4 – Certificate form, which contains information on the involvement of subcontractors in the performance of works6. Appendix 5 – Certificate form on the availability of the Participant's employees with appropriate qualifications who have the necessary knowledge and experience.7. Appendix 6 – Certificate form on the presence of the Bidder's documented experience in the execution of similar contracts.8. Appendix 7 – PROFESSIONAL INTEGRITY CONSENT COVENANT (in Ukrainian and English).9. Appendix 8 -- List of documents and/or information submitted by a participant in the procurement procedure as part of a tender offer.10. Appendix 9 -- List of documents and/or information submitted by the winner of the procurement procedure. |
| **Section II Procedure for making changes and providing clarifications to the tender documentation** |
| **1** | **The procedure for providing clarifications regarding the tender documentation** | A natural person/legal entity has the right, not later than three days before the deadline for submitting a tender offer, to contact the customer through the electronic procurement system for clarifications regarding the tender documentation and/or the announcement of open tenders and/or to contact the customer with a request to eliminate violations during the tender (hereinafter referred to as appeals). All appeals are automatically published in the electronic procurement system without identification of the person who addressed the customer. The customer must provide a response to the request and publish it in the electronic procurement system within three days from the day of their publication.If the customer does not respond to the appeal in a timely manner, the electronic procurement system automatically stops open bidding.To resume open bidding, the customer must post a response in the electronic procurement system with a simultaneous extension of the deadline for submitting tenders for at least four days. |
| **2** | **Making changes to the tender documentation** | The customer has the right, on his own initiative or in case of elimination of violations of the requirements of the legislation in the field of public procurement, set out in the opinion of the state financial control body in accordance with Article 8 of the Law, or based on the results of appeals, or based on the decision of the appeal body, to make changes to the tender documentation and/or announcement of open auctions. In the case of changes to the tender documentation and/or the announcement of open tenders, the deadline for submitting tenders is extended by the customer in the electronic procurement system, namely, in the announcement of open tenders in such a way that from the moment of making changes to the tender documentation and/or the announcement of open tenders was at least four days before the end of the tender submission deadline.Changes made by the customer to the tender documentation and/or announcement of open bidding are posted and displayed in the electronic procurement system in the new edition of the said documentation and/or announcement in addition to their previous edition. The customer together with the changes to the tender documentation and/or the announcement of open tenders in a separate document publishes the list of changes being made. Changes to the tender documentation and/or the announcement of open tenders in a machine-readable format are posted in the electronic procurement system within one day from the date of the decision to enter them. |
| **Section ІІІ Instructions for the preparation of a tender offer** |
| **1** | **Content and method of submitting a tender offer** | The tender offer is submitted in accordance with the procedure defined by Article 26 of the Law, except for the provisions of parts one, four, six and seven of Article 26 of the Law.The tender offer is submitted electronically through the electronic procurement system by filling out electronic forms with separate fields in which information about the price, other evaluation criteria (if established by the customer), information from the participant of the procurement procedure about his compliance with the qualification criteria, presence/absence the grounds established in Clause 47 of the Specifications and in the tender documentation; as well as uploading the necessary documents required under the terms of this tender document.**The tender offer must consist of:**1. Documents confirming the authority of an official or a representative of a participant in the procurement procedure to sign the documents of the tender offer - in the event that the participant is a legal entity, the participant provides a document confirming its authority (an order appointing the head of the enterprise to the position or a protocol of the owners' decision or shareholders on the appointment of a manager or an extract from the minutes of the founders on the appointment of a director, president, chairman of the board, etc. or the manager's power of attorney of a participant who certifies the authority of an authorized person to sign a tender offer and/or purchase contract, or other); - if the participant is an individual, the participant provides a copy of the passport (pages 1-2 and pages 3-6 if there are records, a page indicating the registration of the place of residence, for the passport of a citizen of Ukraine, issued in the form of a booklet, or two pages for passport of a citizen of Ukraine in the form of a card containing a contactless electronic medium), and if the tender offer and/or purchase contract will be signed by a person who was authorized by a natural person participant, it is necessary to additionally provide a notarized power of attorney certifying the authority of the authorized person to sign the tender offer and/or purchase contract, as well as a copy of the passport (pages 1-2 and pages 3-6 if there are records, a page indicating the registration of the place of residence, for a passport of a citizen of Ukraine issued in the form of a booklet, or two sides for a passport of a citizen of Ukraine in the form of a card containing a contactless electronic medium) such authorized person.2. The latest version of the charter or other founding document. If the Participant acts on the basis of the model statute, a decision on the creation of the Participant must be submitted. (for legal entities).3. Extract from the register of VAT payers or extract from the register of payers of the single tax (in case of failure to submit at least one of the documents specified in this paragraph, the participant must provide an explanation with reference to the norms of the current legislation, which contain justification of the reasons for not submitting the specified documents, in particular in connection with the availability of free access to open data of the DPS).4. Documents specified in p. 5 of Section III of the tender documentation (except for the documents provided for in subsections 5.5.1.-5.5.4 of Section 5 of Section III of the tender documentation, which will be provided by the winning bidder).5. A completed tender offer (price), drawn up in accordance with Appendix 1, certified by the signature of an authorized person of the Participant and a seal\*.6. Information and scanned documents on compliance of the proposed offer with the technical requirements, which are established in clause 6 of Section III and Appendix 3 to this tender documentation.7. Signed by the authorized representative of the participant of the Agreement on professional integrity in Ukrainian and English (Appendix 7).**8. Other documents (taking into account the first paragraph of the third part of Article 22 of the Law):****-**copies of qualification certificates;- in case of involvement of a third-party business entity (subcontracting organization), the Participant provides a certificate, in the form according to Appendix 4, with a list of subcontracting organizations that will be involved in the performance of works / provision of services with the mandatory provision of copies of valid qualification certificates and/or copies of valid licenses of employees of such subcontracting organizations (for works/services according to the Customer's requirements in this documentation);- other documents required by the content of the tender documentation, in particular a certificate, in any form, about the person who is authorized to sign the purchase contract in the event of a winning bid by the participant with the mandatory provision of a copy of the document certifying the person who is authorized as part of his offer sign the purchase agreement.Each participant has the right to submit only one tender offer.The Customer does not require mandatory inclusion of documents/excerpts/certificates in the Participant's tender offer if such information is public, made public in the form of open data in accordance with the Law of Ukraine "On Access to Public Information" and/or contained in open unified state registers, access to which is free.However, given that according to the resolution of the CMU dated March 12, 2022 No. 263, which applies to the termination or cancellation of martial law, information, information and communication and electronic communication systems, public electronic registers can both stop, limit their work, and open, renew during the period of martial law, then in the case of suspension and/or restriction of access to relevant open unified state registers in the period from the date of publication of the procurement announcement to the deadline for submitting tenders participants, failure by the Participant to submit the appropriate (relevant) documents/excerpts/certificates as part of the Participant's tender offer will be considered a discrepancy in the information and/or documents of the Participant's tender offer.In this case, the Participant of the procurement procedure corrects inconsistencies in the information and/or documents submitted by him in his tender offer, discovered by the customer after the opening of the tender offers, by uploading through the electronic procurement system clarified or new documents in the electronic procurement system within 24 hours from the moment the customer places a notice in the electronic procurement system with the requirement to eliminate such inconsistencies.**The documents included in the tender offer (downloaded upon submission) must be scanned and arranged sequentially one by one, in such a way that the content of a separate document is not interrupted.**All documents included in the tender offer, if possible, are provided in one file, in PDF format (Portable Document Format), and if not, also files in the format with the extension ".jpeg.", ".doc.", which provide an opportunity to familiarize yourself with the content of such a document. Scanned copies of documents must be legible and readable.The document(s) provided as part of the tender must be open for public access, i.e. not contain passwords.The tender offer must be posted on the electronic platform before the deadline for submitting tender offers. In the event that the content of this tender documentation requires the provision of a copy of a document, a copy of such a document must be certified by the signature of an authorized person and the seal\* of the participant before scanning.If the tender documentation requires the submission of a multi-page document, the participant shall submit such a document in its entirety as part of the tender, except for cases where the documentation requires the submission of specific pages of such a document.**\****The requirement for sealing does not apply to participants who carry out activities without a seal in accordance with current legislation.*In accordance with the third part of Article 12 of the Law, when using the electronic procurement system for the purpose of submitting tenders and evaluating them, documents and data are created and submitted taking into account the requirements of the laws of Ukraine "On electronic documents and electronic document management" and "On electronic trust services". Participants in the procurement procedure submit tenders in the form of an electronic document or scanned copies through the electronic procurement system. The participant's tender offer must meet a number of requirements:1) documents must be clear and legible for reading;2) the tender offer of the participant must be signed with a qualified electronic signature (QES) or an improved electronic signature (IES), namely:- QES or IES of an official (official) person participating in the procurement procedure, which must contain the Unified State Register of Enterprises and Organizations of Ukraine (USREOU) code of this legal entity-participant,or- QES or IES of a natural person - a representative of a participant in the procurement procedure under a power of attorney, power of attorney or other document authorizing it (with mandatory provision of a copy of such a document as part of the participant's tender offer).3) if the tender offer contains both scanned and electronic documents, it is necessary to impose the QES/IES on the tender offer as a whole and on each electronic document separately.Exceptions:1) if the electronic documents of the tender offer were issued by another organization and the QES/IES of this organization has already been imposed on them, the participant does not need to impose his QES/IES on it.Please note: the documents of the tender offer, which are not submitted in the form of an electronic document (without the QES/IES on the document), must contain the signature of the authorized person of the procurement participant (indicating the surname, initials and position of the person), as well as imprints of the participant's seal (in case of use ) on each page of such a document (except for documents issued by other enterprises / institutions / organizations).The customer does not require the participants to certify the documents (materials and information) submitted as part of the tender offer with the seal and signature of an authorized person, if such documents (materials and information) are provided in the form of an electronic document through an electronic procurement system with the imposition of an electronic signature based on on a qualified electronic signature certificate, in accordance with the requirements of the Law of Ukraine "On Electronic Trust Services".The customer verifies the QES/IES of the participant on the website of the central certification body at the link https://czo.gov.ua/verify. During the inspection of the QES/IES, the following must be displayed: the last name and initials of the person authorized to sign the tender offer (the owner of the key), the USREOU code of the legal entity-participant (for a legal entity) or the number of the ROCCP (Tax ID for a natural person-participant. In the absence of this information or in the event that the participant does not impose the QES/IES in accordance with the terms of the tender documentation, the Customer, in accordance with clause 43 of the Specifications, posts a notice with a demand for the elimination of inconsistencies within a period that cannot be less than two working days before the end of the tender consideration period in the electronic procurement system. |
| **1.1** | **Formal errors** | The presence of formal (insignificant) errors in tender proposals of participants is allowed, which does not lead to the rejection of such a proposal.Errors related to the preparation of the tender offer and do not affect the content of the offer, namely technical errors and typos, are considered formal (insignificant).***Description and examples of formal non-essential errors.***In accordance with the order of the Ministry of Economy of April 15, 2020 No. 710 "On approval of the List of formal errors" and in accordance with clause 19 of part 2 of article 22 of the Law, the tender documentation contains a description and examples of formal (insignificant) errors, the acceptance of which by participants will not lead to the rejection of their tender offers in the following version:"Formal (insignificant) errors are considered to be errors related to the preparation of the tender offer and do not affect the content of the tender offer, namely technical errors and typos.*Description of formal errors:*1. The information / document submitted by the participant of the procurement procedure as part of the tender contains an error(s) in the part:— capitalization;— use of punctuation marks and declension of words in a sentence;— the use of the word orlinguistic turn borrowed from another language;— indication of the unique number of the announcement on the conduct of a competitive procurement procedure, assigned by the electronic procurement system and/or the unique number of the notice of intention to conclude a procurement contract — an error in numbers;— application of the rules for transferring part of a word from line to line;— writing words together and/or separately, and/or with a hyphen;— numbering of pages/sheets (including several pages/sheets having the same number, missing numbers of individual pages/sheets, no numbering of pages/sheets, numbering of pages/sheets does not correspond to the list specified in the document).2. An error made by a participant in the procurement procedure during the preparation of the text of the document / entering information into individual fields of the electronic tender offer form (including computer proofreading, replacement of letter(s) and/or number(s), transposition of letters(numbers), omission of letters (numbers), repetition of words, no gaps between words, rounding of numbers), which does not affect the price of the tender offer of the participant of the procurement procedure and does not lead to its distortion and / or does not relate to the characteristics of the subject of procurement, qualification criteria for the participant of the procurement procedure.3. Incorrect name of the document(s) submitted by the participant of the procurement procedure as part of the tender offer, the content of which meets the requirements specified by the customer in the tender documentation.4. A separate page (pages) of the copy of the document (documents) is not certified by the signature and / or seal of the participant of the procurement procedure (if it is used).5. The tender offer does not include the document(s) referred to by the participant in the procurement procedure in its tender offer, and the customer is not required to submit such a document in the tender documentation.6. Submission of a document (documents) by a participant of the procurement procedure as part of a tender offer, which does not contain the handwritten signature of an authorized person of the participant of the procurement procedure, if this document (documents) is affixed with her qualified electronic signature.7. Submission of a document (documents) by a participant in the procurement procedure as part of a tender offer, which is drawn up in an arbitrary form and does not contain an original number.8. Submission of a document by a participant in the procurement procedure as part of a tender offer, which is a scanned copy of the original document/electronic document.9. Submission of a document by a participant in the procurement procedure as part of a tender offer, which is certifiedwith the signature of the authorized person of the participant of the procurement procedure and additionally contains the signature (visa) of the person whose authority has not been confirmed by the participant of the procurement procedure (for example, the translation of the document is certified by a translator, etc.).10. Submission of a document (documents) by a participant in the procurement procedure as part of a tender offer that contains (contains) outdated information about the name of a street, city, name of a legal entity, etc., due to the fact that such names have been changed in accordance with the law after , as the relevant document(s) was (were) submitted.11. Submission of a document (documents) by a participant in the procurement procedure as part of a tender offer, in which the position of the number (numbers) in the amount is incorrect, while the amount indicated in writing is correct.12. Submission of the document(s) by the participant of the procurement procedure as part of the tender offer in a format that differs from the format required by the customer in the tender documentation, while this format of the document provides the possibility of its review.*Examples of formal errors:*— "Information in arbitrary form" instead of "Information", "Letter of explanation" instead of "Letter", "certificate" instead of "guarantee letter", "information" instead of "certificate";— "city of Dnipro" instead of "city of Dnipro";— "near - ok" instead of "while - dock";— "not provided" instead of "not provided"";— "\_\_\_\_\_\_\_\_\_\_\_\_\_\_№\_\_\_\_\_\_\_\_\_\_\_\_\_" instead of "14.08.2020 No. 320/13/14-01"— the participant placed (uploaded) a document in "JPG" format instead of a document in "pdf" format (PortableDocumentFormat)". |
| **2** | **Provision of a tender offer** | Not required*(Comment for the customer is at the discretion of the customer. In the case of a decision by the customer to include the requirement for the participants to provide security for the tender offer - the relevant sections of this documentation must be changed - as a sample, you can use the sample tender documentation for the purchase of works)* |
| **3** | **Conditions for return or non-return of security for the tender offer** | Security of the tender offer is not required |
| **4** | **The period during which tender offers are valid** | Tender offers are considered valid for 90 (ninety) days from the date of the deadline for submitting tender offers.Before the expiration of the specified period, the customer has the right to demand from the participants of the procurement procedure an extension of the validity period of the tender offers.A participant in the procurement procedure has the right to:* reject such a request;
* agree to the request and extend the validity period of the tender offer submitted by him.

If necessary, a participant in the procurement procedure has the right to extend the validity period of his tender offer on his own initiative by informing the customer about this through the electronic procurement system |
| **5** | **Qualification criteria for participants** in accordance with Article 16 of the Law and the grounds established by Article 17 of the Law*(clause 47 of the Features - during their application)* | As part of the tender offer, the participant must provide documents confirming compliance with the qualification criteria and the absence of grounds for refusal to participate in the procurement procedure, including:**5.1. Availability of employees of appropriate qualifications who have the necessary knowledge and experience at the participant of the procurement procedure (*This criterion is applied at the Customer's own choice - in the case of its application, it should be specified what kind (what specialization and qualification) employees are needed, taking into account the nature and scope of work)*:**5.1.1. A certificate in the form of Appendix 5 of this documentation, which contains information about the availability of employees with appropriate qualifications who have the necessary knowledge and experience, indicating the position, overall work experience (years), education and specialty/qualification of the employees.In order to confirm the information about the availability of employees who will be employed by the Participant during the execution of the contract, the Bidder must provide copies of work books (all pages containing records) or copies of orders on appointment to a position, copies of orders on part-time work as part of the tender offer, or copies of civil legal agreements or other documents that confirm the existence of the Participant's legal relationship with the relevant employees specified in the Reference in the form of Appendix 5 of this documentation.5.1.2 Requirements for the Participant's personnel -- the Participant must be available, including as the same person (***Comment to the Customer– the following is a sample example, which the Customer may or may not use at its own discretion in the event of application of this criterion):***-- Certified leading consulting engineer(construction) with work experience of at least 3 years\* (whatconfirmed by the date of issuance of the certificate) - noless than 1 person;\*the certificate must be issued in order,*established by the provisions of the Law of Ukraine "On Accreditation of Conformity Assessment Bodies", bodies**from conformity assessment by conformity accredited**requirements of ISO/IEC 17024:2012 and/or DSTU standard**EN ISO/IEC 17024:2014 and/or ISO/IEC 17024:2019 in**The National Accreditation Agency of Ukraine, which**issued a certificate indicating the certificate number**accreditation of the personnel certification body*.-- Certified occupational safety engineer(construction) not lower than 1 category - not less than 1 person;-- Certified leading construction expert withengineering and technical measures of civil protection noless than 1 person.5.1.3. To confirm its compliance with this criterion, the participant can involve the capabilities of other business entities as subcontractors / co-executors. In this case, in the certificate on the availability of employees in accordance with Appendix 5, in terms of subcontractors / co-contractors, information about all natural persons as part of the involved capacities is indicated, indicating P. AND. B., position, total length of service, education, as well as the legal basis for the use of the work of each individual employee by the participant, namely the contract between the participant and the individual entrepreneur (if the work is performed personally by the entrepreneur) and/or the contract between the participant and his subcontractor (in in all other cases).To confirm the information specified in the certificate, the participant must provide:- a copy of the contract between him and the natural person-entrepreneur and/or a copy of the guarantee letter from the subcontractor / co-executor of the participant, which confirms the consent of such subcontractor / co-executor to act as a subcontractor / co-executor of this participant in the event of his victory in this tender, and also contains an exhaustive list employees of the subcontractor / co-executor, whom he intends to involve in the execution of the relevant contract in the event of victory of the participant in these bidding*The compliance of the submitted proposal with this criterion is confirmed by the provision of a duly executed certificate in accordance with Appendix 5 (and scanned copies of supporting documents) as part of the proposal.***5.2. Availability of documented relevant experience in the execution of similar contracts:**5.2.1. Certificate of execution of similar contracts according to Appendix 6 of this documentation.5.2.2. Certified copies of supporting documents, namely: similar contracts with additional agreements (if any) and deeds for the entire amount of the contract. In the event that the sum of the documents does not correspond to the indicated value of the contract, provide an explanation.**Relevant work experience:**at least 2 completed similar contracts (including subcontracting contracts) during the last 5 years, taking into account that the class of consequences (liability) of the object under a similar contract must not be lower than the class of consequences of the object according to the subject of procurement.Similar contracts are understood to be comparable in composition and nature of works (services), namely the provision of engineering and consulting services at facilities for new construction or reconstruction or restoration or capital repair of facilities (buildings).*The compliance of the submitted proposal with this criterion is confirmed by providing, as part of the proposal, a certificate issued in accordance with Appendix 6 and scanned copies of the supporting documents specified in subsection 5.2.2.***5.3. Availability of financial capacity during the last 5 calendar years, which is confirmed by the provision of financial statements (depending on the organizational and legal form of the Participant): .**5.3.1. Copies of the Participant's balance sheets (form No. 1)\*For small business entities – copies of the financial report of the Participant-entity of small business (form No. 1-m)5.3.2. For Bidders - legal entities - copies of reports on the Bidder's financial results (form No. 2).\*For small business entities – copies of financial statements of the Participant-entity of small business (form No. 2).5.3.3. Copies of cash flow statements.*\*If the bidder is a legal entity or an individual who, in accordance with the norms of the current legislation, does not prepare the documents specified in this subsection, such a bidder submits as part of the proposal copies of those documents that are financial reporting documents for him***The financial capacity of the procurement participant is such that it meets the criterion, provided that the average annual turnover (arithmetic average of annual turnover) during the last 5 calendar years (total work experience of at least 4 years) is at least 30% of the expected value of the procurement item, specified by the Customer in the announcement of open auctions***The annual turnover (the same as the amount of annual income) means all income of the participant during the year: 1) for the participant of a legal entity: net income from the sale of products (goods, works, services) + Other operating income + Other income; 2) for an individual entrepreneur participant:*amount of income for the reporting tax period (year).**5.4. Documents confirming the absence of grounds for refusal to participate in the procurement procedure, which are provided when submitting a tender offer:**5.4.1. Absence of grounds for refusal, which are defined in Part 1 of Article 17 of the Law (subclauses 1-12 of Clause 47 of the Specifics - during their application).The participant in the procurement procedure confirms the absence of the grounds specified in sub-clauses 1-12 of clause 47 of the Specifications (except for sub-clauses 1 and 7 of this clause) by independently declaring the absence of such grounds in the electronic procurement system when submitting a tender offer.The customer does not require from the participant of the procurement procedure, when submitting a tender offer in the electronic procurement system, any documents confirming the absence of grounds specified initem 47 of the Features, except for self-declaration of the absence of such grounds by a participant in the procurement procedure in accordance with [paragraph sixteen](https://zakon.rada.gov.ua/laws/show/1178-2022-%D0%BF#n630) point 47 Features.In the case of submission of a tender offer by an association of participants, confirmation of the absence of grounds for refusal to participate in the procurement procedure established by Article 17 of the Law shall be submitted for each of the participants who are part of the association, separately.The customer independently, based on the results of the consideration of the tender offer of the participant of the procurement procedure, confirms in the electronic procurement system that the participant of the procurement procedure does not have the grounds specified in sub-clauses 1 and 7 of clause 47 of the Features.In the event that the Customer, during the consideration of the Bidder's tender, discovers in his information that there are no grounds specified in Clause 47 of the Features, errors (inconsistencies) made when filling in the relevant electronic fields, the Bidder shall provide a certificate in an arbitrary form for elimination of such inconsistencies in the submitted information in accordance with clause 43 of the Features, since the electronic procurement system does not have a mechanism for correcting errors in electronic fields.In the event that a participant in the procurement procedure intends to involve other business entities as subcontractors/co-executors in the amount of not less than 20 percent of the cost of the procurement contract, the participant shall provide a certificate in the form in accordance with Appendix No. 8 of this tender documentation.5.4.2. In accordance with the first paragraph of the third part of Article 22 of the Law, taking into account paragraph 10, item 3 of the Specifics and Financial Agreement for procurement under the PVU (or UERP - specified by the Customer), the participant will be refused participation in the tender and his offer will be rejected, if the participant does NOT provide as part of the offer information about the absence of the following grounds, namely:-- Certificates in an arbitrary form that the official (official) of the participant in the procurement procedure, who signed the tender offer and/or is authorized to sign the procurement contract, is a natural person-the ultimate beneficial owner of the legal entity-participant in the procurement procedure (including physical the person of the ultimate beneficial owner of the founder of such a legal entity, if the founder is another legal entity) - was NOT convicted of high treason or collaborative activity according to the laws of Ukraine and the conviction for such criminal offenses has not been removed or not repaid in accordance with the procedure established by law.-- Certificates in an arbitrary form that the participant of the procurement procedure is not a person to whom a sanction has not been applied in the form of a ban on carrying out public procurement of goods, works and services from him in accordance with the Law of Ukraine "On Sanctions", and also such a person has not been applied current sanctions by any of the following organizations: (a) The United Nations and any agency or person duly designated, authorized or authorized by the United Nations to impose, administer, implement and/or enforce sanctions; (b) the European Union and any agency or person duly designated, authorized or empowered by the European Union to impose, administer, enforce and/or enforce sanctions; (c) the Office of Foreign Assets Control (OFAC), the US Department of State, and/or the United States Department of Commerce.-- Certificate in an arbitrary form that the amount of the average annual income received (arithmetic average of the annual turnover of funds) of the participant in the procurement procedure for the last 2 years, excluding the military periodexceeds 50% of the initial value of the contracts concluded by this participant within the framework of UERP and/orPWU and which are not completed as of the date of submission of such participant's proposal.and which are not completed on the date of submission of such participant's proposal.*If the participant was not an executor (contractor) under contracts concluded within the framework of UERP and/or PVU - information about this is indicated in the certificate in an arbitrary form.**The annual received income (the same as the annual turnover) means all income of the participant during the year: 1) for the participant of a legal entity: net income from the sale of products (goods, works, services) + Other operating income + Other income; 2) for an individual entrepreneur participant:*amount of income for the reporting tax period (year).5.4.3. In accordance with the first paragraph of the third part of Article 22 of the Law, taking into account paragraph 10, item 3 of the Specifics and Financial Agreement for procurement under the PVU (or UERP - specified by the Customer), the participant will be refused participation in the tender and his offer will be rejected, if the participant does NOT provide as part of his offer of the UDR Extract/Extract of the UDR, which contains the information provided for in Clause 9 of the second part of Article 9 of the Law of Ukraine "On State Registration of Legal Entities, Individuals - Entrepreneurs and Public Organizations", or other documents in accordance with current legislation, confirming the specified information (except when the participant is an individual entrepreneur or the participant is a non-resident).**5.5. Documents to be submitted to the customer by the winner of the procurement procedure:**5.5.1. An information certificate from the Unified State Register of persons who have committed corruption or corruption-related offenses, according to which no information will be found about corruption or corruption-related offenses of the head of the participant in the procurement procedure.*The certificate is provided to prevent a situation caused by the lack of a functional possibility to check information on the web resource of the Unified State Register of persons who have committed corruption or corruption-related offenses that do not concern the requester.* The specified document can be obtained by the winner via the link on the Internet: <https://corruptinfo.nazk.gov.ua/>Information on bringing to justice in accordance with the law for the commission of a corruption offense or an offense related to corruption of a natural person who is the winner of the procurement procedure is additionally verified by the customer in the electronic procurement system independently, by reviewing the information that is automatically generated in the electronic procurement system in as a result of the automatic exchange of information of the electronic procurement system with the Unified State Register of persons who have committed corrupt or corruption-related acts offense5.5.2. A certificate containing information that the head of a participant in the procurement procedure, a natural person who is a participant, has NOT been convicted:-- for a criminal offense committed for selfish reasons (in particular, related to bribery and money laundering), the criminal record of which has not been removed or not repaid in accordance with the procedure established by law,-- for treason or collaborative activity under the laws of Ukraine and conviction for such criminal offenses from a natural person was not removed or not repaid in accordance with the procedure established by law. 5.5.3 Certificate containing information that the manager of the participant in the procurement procedure, the natural person who is a participant, was NOT prosecuted according to the law for committing an offense related to the use of child labor or any forms human trafficking5.5.4 Certificate in an arbitrary form, which contains information that: a) no contracts were previously concluded between the winner and the customer, b) or that the winner of the procurement procedure fulfilled its obligations under the contract previously concluded with the customer on purchase - accordingly, there were no grounds that would lead to its early termination and the application of sanctions in the form of fines and/or compensation for damages, c) or a certificate with information about the fact that he provided confirmation of taking measures to prove his reliability, despite the presence of a relevant reason for refusing to participate in the procurement procedure. The certificates specified in subsections 5.5.2-5.5.3 are provided in the form of an Extract (full) from the information-analytical system "Accounting of information on bringing a person to criminal responsibility and having a criminal record". The extract is provided for the person (persons) specified in this subsection and must be issued no more than 30 calendar days before the date of its submission to the Customer.***You can get an extract about the absence of a criminal record online by using the ACTION Portal service:***[*https://diia.gov.ua/services/vityag-pro-nesudimist*](https://diia.gov.ua/services/vityag-pro-nesudimist)*or on the official website of the Ministry of Internal Affairs via the link*[*https://vytiah.mvs.gov.ua/app/landing*](https://vytiah.mvs.gov.ua/app/landing) *.* 5.6. The winner of the bid must provide the customer with the documents provided for in subsections 5.5.1.-5.5.4 within a period not exceeding four days from the date of publication in the electronic procurement system of the notice of intent to conclude a contract. Item 5 of Section III of the tender documentation.Documents scanned in order in one file (in PDF (Portable Document Format) format) are provided by attaching the file to the electronic platform. Scanned copies of documents must be legible and readable.Non-resident bidders, in order to fulfil the requirements for the provision of documents provided for in Clause 1 of Section III of the tender documentation, submit the documents provided for by the legislation of the countries where they are registered as part of their offer. Such documents are submitted together with a translation certified in the prescribed manner.On the basis of Part 15 of Article 29 of the Law (Clause 42 of the Features - during their application), the Customer has the right to request confirmation of the information provided by the participant/ the winner of the procedure, to state authorities, enterprises, institutions, organizations in accordance with their competence. In the case of receiving reliable information about the non-compliance of the participant of the procurement procedure with the requirements of the qualification criteria, the existence of grounds defined [item 47](https://zakon.rada.gov.ua/laws/show/1178-2022-%D0%BF#n615)of these features, or the fact that any inaccurate information is indicated in the tender offer, which is essential when determining the results of open tenders, the customer rejects the tender offer of such a participant in the procurement procedure..**\****The requirement for sealing does not apply to participants who carry out activities without a seal in accordance with current legislation.***5.7. Additional requirement to avoid conflict of interest**At the request of the EIB and in order to avoid a conflict of interests, the customer will deny the participant participation in the tender and reject his tender offer, if it becomes known that such a participant provided consulting services for the preparation and implementation of the sub-project.In order to avoid a possible conflict of interests, tender offers from bidders who are related parties within the meaning of Clause 20 of Article 1 of the Law of Ukraine "On Public Procurement" will also not be considered and rejected, in particular in a situation where the customer exercises control over the participant or the customer and the participant are under joint control. |
| **6** | **Information on the technical, qualitative and quantitative characteristics of the subject of purchase** | Participants in the procurement procedure must submit, as part of the tender offer, documentary confirmation of the compliance of the participant's tender offer with the technical, qualitative, quantitative and other requirements for the subject of procurement, established by the customer in Appendix 3 to this tender documentation.**To confirm the compliance of the tender offer with the technical, qualitative, quantitative and other requirements of the customer, the participant in the tender offer must provide:**- calculation of the cost of the services of a consulting engineer for the subject of procurement, specified in the proposal form of Appendix 1, in accordance with the estimation norms of Ukraine "Guidelines for determining the cost of construction", approved by the order of the Ministry of Community and Territorial Development of Ukraine dated 01.11.2021 No. 281 (as amended and additions). - consent to the relevant conditions of this tender documentation, specified in the proposal form of Appendix 1, in particular, agreement with the draft contract (Appendix 2);**-**a copy of all qualification documents for the right to provide the services of a consulting engineer in construction.A tender offer that does not meet the Technical Requirements set out in Appendix 3 will be rejected on the basis of paragraph 2 of subparagraph 2 of Clause 44 of the Specifications, namely, the tender offer does not meet the terms of the technical specification and other requirements regarding the subject of procurement of the tender documentation, except for inconsistencies in information and/ or documents, which can be eliminated by the participant of the procurement procedure in accordance with clause 43 of the Features.The technical and qualitative characteristics of the procurement subject require the application of environmental protection measures. To confirm the application of environmental protection measures, the participant must submit a guarantee letter as part of the proposal according to the form in Appendix 3-A of this documentation. |
| **7** | **Information about the subcontractor** | The participant shall indicate in the tender offer the full name and location of each business entity that the participant plans to involve as a subcontractor in the performance of works in the amount of not less than 20 percent of the value of the purchase contract, as well as other subcontracting organizations that he plans to involve in the performance works Information about subcontractors is provided in accordance with Appendix 8 to this tender document. |
| **8** | **Making changes or withdrawing the tender offer by the participant** | The participant has the right to make changes or withdraw his tender offer before the deadline for its submission. Such changes or a statement on the withdrawal of a tender offer are taken into account if they are received by the electronic procurement system before the deadline for submitting tender offers. |
| **Chapter IV Submission and disclosure of the tender offer** |
| **1** | **The deadline for submitting a tender offer** | **Deadline for submission of tender offers:** *(****Comment for the Customer. The date and time specified in the announcement of the open bidding procedure shall be indicated. The deadlines for submitting tenders in open tenders are specified in accordance with the current legislation applicable at the time of publication of the announcement of open tenders, but according to the requirements of clause 9 of the Manual "National Procurement Procedures" it must be AT LEAST 15 calendar days from the date of publication of the announcement of open tenders in the case of tender procurement of technical supervision and services of a consulting engineer).***The received tender offer is automatically entered into the register.The electronic procurement system automatically creates and sends a message to the participant about receiving his offer, indicating the date and time.Tender offers received by the electronic procurement system after the submission deadline are not accepted and are automatically returned to the participants who submitted them. |
| **2** | **Date and time of tender opening** | The date and time of tender opening are determined in the electronic procurement system in accordance with the requirements of the legislation applicable at the time of the tender announcement. |
| **Section V Evaluation of tender offers, their rejection and other information** |
| **1** | **The list of criteria and the method of evaluation of the tender offer with an indication of the specific weight of the criterion** | Open auctions are held (***Comment for the customer: ONE OF THE FOLLOWING OPTIONS MUST BE DETERMINED BY THE CUSTOMER AT ITS DISCRETION****)*:* ***FROM*** *using the electronic auction in accordance with clause 35 of the Features (during their application).*

*OR** WITHOUT the use of an electronic auction in accordance with clause 37 of the Features (during their use).

The evaluation of the tender offer is carried out by the electronic procurement system automatically on the basis of the evaluation criteria and methodology defined by the customer in the tender documentation, by determining the tender offer as the most economically advantageous. The electronic procurement system defines the tender offer with the lowest price as the most economically advantageous tender offer.The customer considers the tender offer, which is determined to be the most economically advantageous in accordance with the Features (hereinafter - the most economically advantageous tender offer), regarding its compliance with the requirements of the tender documentation.Based on the results of the review and evaluation of the tender offer, the customer determines the winner of the procurement procedure and decides on the intention to enter into a procurement contract in accordance with the Law, taking into account the Features.The customer has the right to apply for confirmation of the information provided by the participant of the procurement procedure to state authorities, enterprises, institutions, and organizations in accordance with their competence.In the case of receiving reliable information about the non-compliance of the winner of the procurement procedure with the requirements of the qualification criteria, the grounds established by the first part of Article 17 of the Law (paragraph 47 of the Features - during their application), or the fact that any inaccurate information, which is essential during the determining the results of open tenders, the customer rejects the tender offer of such a participant in the procurement procedure.In case of rejection of the tender offer in accordance with Clause 5 of Section V of this tender documentation, which is determined to be the most economically advantageous according to the results of the evaluation, the customer shall consider the next tender offer in the list of tender offers arranged according to the results of their evaluation, starting with the best one, which is considered in this case the most economically advantageous, in the order and terms specified in this tender documentation.Tender evaluation criteria:– price with VAT\* (the specific weight of the price criterion is 100%).Tender offers are evaluated taking into account the amount of value added tax\***\* Participants who are not VAT payers submit a tender without VAT.**At the same time, the Participant, filling out the form of the document "Tender proposal (price)" according to Appendix 1 to the tender documentation, must indicate, in particular, the amount of VAT, if the participant is a VAT payer.The price offered by the participant must take into account all costs related to the subject of the purchase (payment of taxes, mandatory payments, insurance, costs related to obtaining the necessary permits and licenses, etc.), in accordance with the terms of this documentation. |

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| **1.1** | **Auction step** | **The size of the minimum price reduction step, %: 1% of the expected purchase price.****The size of the minimum price reduction step, hryvnias: \_\_\_\_\_\_\_\_\_\_\_\_ hryvnias. (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hryvnias, \_\_\_ kopecks).** |

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| **2** | **Justification of an abnormally low tender offer** | The participant who submitted the most economically advantageous tender offer, which is abnormally low, must provide, within one working day from the date of determination of the most economically advantageous tender offer, justification in an arbitrary form regarding the prices or cost of the relevant works of the tender offer.The customer may reject an abnormally low tender offer if the participant has not provided adequate justification for the price or value specified in it, and rejects an abnormally low tender offer if such justification is not received within the period specified above.The rationale for an abnormally low tender offer may include information on:1. achieving savings due to the applied technological process of production of goods, order of service provision or construction technology;
2. favourable conditions under which the participant of the procurement procedure can deliver goods, provide services or perform work, in particular, a special price offer (discount) of the participant of the procurement procedure;
3. receipt by the participant of the procurement procedure of state aid in accordance with the law.
 |
| **3** | **Correction of inconsistencies in information and/or documents** | If the customer, during consideration of the tender offer of the participant of the procurement procedure, discovers inconsistencies in the information and/or documents submitted by the participant of the procurement procedure in the tender offer and/or the submission of which was provided for in the tender documentation, he shall post within a period that cannot be less than two working days before the end of the period for consideration of tender offers, a notice with the requirement to eliminate such inconsistencies in the electronic procurement system.Discrepancy in the information and/or documents submitted by the participant in the procurement procedure as part of the tender offer and/or the submission of which is required by the tender documentation includes the absence in the tender offer of information and/or documents, the submission of which is required by the tender documentation (except in cases lack of tender offer security, if such security was required by the customer, and/or absence information (and/or documents) about the technical and quality characteristics of the subject of procurement offered by the participant of the procedure in his tender offer). Inconsistencies in the information and/or documents provided by the participant of the procurement procedure to meet the requirements of the technical specification for the subject of procurement are considered errors, the correction of which does not lead to a change in the subject of procurement proposed by the participant of the procurement procedure as part of his tender offer, the name of the product, brand, model etc.The participant of the procurement procedure corrects inconsistencies in the information and/or documents submitted by him in his tender offer, discovered by the customer after the opening of the tender offers, by uploading through the electronic procurement system clarified or new documents in the electronic procurement system, within 24 hours from the moment of placement by the customer in notification to the electronic procurement system with the requirement to eliminate such discrepancies.The customer may not post more than once a notice with regard to the same participant of the procurement procedure with the requirement to eliminate inconsistencies in the information and/or documents submitted by the participant of the procurement procedure as part of the tender offer, except in cases related to the implementation of the decision of the appeal body . |
| **4** | **Other information** | Other conditions of the tender documentation:1. The Participant assumes all expenses related to the preparation and submission of his tender offer, and the Customer is not responsible for and bears no obligations regarding these expenses, regardless of the nature of the conduct and the results of the consideration of the tender offer, with the exception of the cases provided for by the current legislation of Ukraine.2. Participants are responsible for the content of their tender proposals and must comply with the norms of the current legislation of Ukraine.3. In the event that the participant or the winner is not required to submit or, in accordance with the norms of current legislation (including in the case of a tender offer submitted by a non-resident participant / non-resident winner in accordance with the legislation of the country of registration), is not required to submit any of the specified in the regulations documentation document, impose an electronic signature, then he provides an explanatory letter in an arbitrary form, in which he notes the legal grounds for not providing the relevant documents or a copy of the clarifications of the state authorities or failure to affix an electronic signature.4. Documents that are not provided for by law for participants — legal entities, natural persons, including natural persons — entrepreneurs, shall not be submitted by them as part of the tender offer.5. The absence of documents that are not provided for by law for participants — legal entities, natural persons, including natural persons — entrepreneurs, in the tender offer cannot be a reason for its rejection by the customer.6 The fact of submitting a tender offer by a participant — a natural person or a natural person — an entrepreneur, who is a subject of personal data, is considered the unconditional consent of the subject of personal data to the processing of his personal data in connection with participation in the procurement procedure, in accordance with paragraph 4 of Article 2 of the Law of Ukraine "On Protection of Personal Data" dated 01.06.2010 No. 2297-VI.In all other cases, the fact of submitting a tender offer by a participant - a legal entity that is the manager of personal data, is considered confirmation of its right to process personal data, as well as the granting of such a right to the customer as the recipient of the specified personal data on behalf of the subject (owner). Thus, responsibility for improper transfer of personal data to the customer, as well as their processing, is solely borne by the participant in the procurement procedure who submitted the tender offer.7. Documents issued by state bodies must comply with the requirements of the regulatory acts in accordance with which such documents were issued.8. The participant who submitted a tender offer is considered to be in agreement with the draft procurement contract set out in Appendix 2 to this tender documentation and will comply with the terms of its tender offer within the period established in clause 4 of Chapter III to this tender documentation.9. If the requirement in the tender documentation is set several times, the participant/winner can submit the required document or information once.10. When submitting a tender offer, participants must take into account the norms (the fact of submitting a written confirmation of compliance with these norms is taken into account):— Resolution of the Cabinet of Ministers of Ukraine "On ensuring the protection of national interests in future lawsuits of the state of Ukraine in connection with the military aggression of the Russian Federation" dated 03.03.2022 No. 187, since the customer cannot fulfill obligations for which the Russian Federation or persons are creditors, related to the aggressor country, defined by subparagraph 1 of paragraph 1 of this Resolution;— the resolution of the Cabinet of Ministers of Ukraine "On the application of the ban on the import of goods from the Russian Federation" dated 09.04.2022 No. 426, since this resolution prohibits the importation of goods from the Russian Federation into the customs territory of Ukraine under the customs regime;— Law of Ukraine "On Ensuring the Rights and Freedoms of Citizens and the Legal Regime in the Temporarily Occupied Territory of Ukraine" dated April 15, 2014 No. 1207-VII.And also take into account that in Ukraine, customers are prohibited from making public purchases of goods, works and services from citizens of the Russian Federation/Republic of Belarus/Islamic Republic of Iran (except for those who live on the territory of Ukraine on legal grounds); legal entities formed and registered in accordance with the legislation of the Russian Federation/Republic of Belarus/Islamic Republic of Iran; legal entities formed and registered in accordance with the legislation of Ukraine, whose ultimate beneficial owner, member or participant (shareholder) has a share in the authorized capital of 10 percent or more (hereinafter - assets), which is the Russian Federation/Republic of Belarus/Islamic Republic of Iran, a citizen of the Russian Federation/Republic of Belarus/Islamic Republic of Iran (except for those residing in Ukraine on legal grounds), or legal entities formed and registered in accordance with the legislation of the Russian Federation/Republic of Belarus/Islamic Republic of Iran, except for cases where the assets are transferred to Asset Recovery and Management Agency (ARMA) and other crimes in accordance with the procedure established by law.In the case of a participant's non-compliance with the above-mentioned conditions of this subsection 10, the tender offer of such a participant will be considered as not meeting the requirements established in the tender documentation in accordance with the first paragraph of the third part of Article 22 of the Law, and his tender offer will be subject to rejection on the basis of the fifth paragraph sub-item 2 of item 44 of the Features. |
| **5** | **Rejection of tender offers** | ***The customer rejects the tender offer*** with an indication of the reasoning in the electronic procurement system in the event that:1) a participant in the procurement procedure:falls under the grounds established by clause 47 of the Features;noted in the tender proposal inaccurate information that is essential for determining the results of open tenders, which was discovered by the customer in accordance with the first paragraph of Clause 42 of the Specifications;did not provide security for the tender offer, if such security was required by the customer;did not correct inconsistencies in the information and/or documents submitted by him as part of his tender proposal discovered by the customer after opening the tenders, and/or changed the subject of the purchase (its name, brand, model, etc.) during the correction of inconsistencies discovered by the customer, within 24 hours from the moment the customer places a notice in the electronic procurement system with the requirement to eliminate such discrepancies;did not provide justification for the abnormally low price of the tender offer within the period specified by the first paragraph of the fourteenth part of Article 29 of the Law/the ninth paragraph of Clause 37 of the Specifics;defined as confidential information that cannot be defined as confidential in accordance with the requirements of clause 40 of the Features;is a citizen of the Russian Federation/Republic of Belarus/Islamic Republic of Iran (except for residing in the territory of Ukraine on legal grounds); a legal entity formed and registered in accordance with the legislation of the Russian Federation/Republic of Belarus/Islamic Republic of Iran; a legal entity formed and registered in accordance with the legislation of Ukraine, the ultimate beneficial owner, member or participant (shareholder), having a share in the authorized capital of 10 percent or more (hereinafter - assets), which is the Russian Federation/Republic of Belarus/Islamic Republic of Iran, a citizen of the Russian Federation/Republic of Belarus/Islamic Republic of Iran (except for those who live in Ukraine on legal grounds), or a legal entity formed and registered in accordance with the legislation of the Russian Federation/Republic of Belarus/Islamic Republic of Iran, except for cases where the assets are transferred to the management of ARMA and other crimes in accordance with the procedure established by law; or offers in the tender offer goods originating from the Russian Federation/Republic of Belarus/Islamic Republic of Iran (with the exception of goods necessary for the repair and maintenance of goods purchased before the entry into force of the Resolution of the Cabinet of Ministers of Ukraine of October 12, 2022 No. 1178 "On approval of the specifics of the implementation public procurement of goods, works and services for customers provided for by the Law of Ukraine "On Public Procurement" for the period of validity of the legal regime martial law in Ukraine and within 90 days from the day of its termination or cancellation" (Official Gazette of Ukraine, 2022, No. 84, Article 5176);2) tender offer:does not meet the terms of the technical specification and other requirements regarding the subject of procurement of the tender documentation, except for inconsistencies in information and/or documents, which can be eliminated by the participant of the procurement procedure in accordance with[point 4](https://zakon.rada.gov.ua/laws/show/1178-2022-%D0%BF#n131)3 Features;is expired;is one whose price exceeds the expected value of the subject of procurement, determined by the customer in the announcement of open bidding, if the customer in the tender documentation did not indicate the acceptance for consideration of a tender offer, the price of which is higher than the expected value of the subject of procurement, determined by the customer in the announcement of holding open tenders, and/or did not specify an acceptable percentage of excess or the percentage of excess is greater than specified by the customer in the tender documentation;does not meet the requirements established in the tender documentation in accordance with the first paragraph of the third part of Article 22 of the Law;3) the winner of the procurement procedure:refused to sign the purchase contract in accordance with the requirements of the tender documentation or conclude the purchase contract;did not provide, in the manner specified in the tender documentation, documents confirming the absence of grounds specified in sub-clauses 3, 5, 6 and 12 of clause 47 of the Specifications;did not provide security for the performance of the purchase contract, if such security was required by the customer;provided inaccurate information that is essential for determining the results of the procurement procedure, which was discovered by the customer in accordance with the first paragraph of Clause 42 of the Specifications.***The customer can reject the tender offer***with an indication of the reasoning in the electronic procurement system in the event that:1) the participant of the procurement procedure provided improper justification regarding the price or value of the relevant goods, works or services of the tender offer, which is abnormally low;2) the participant of the procurement procedure did not fulfill his obligations under the previously concluded procurement contract with the same customer, which led to its early termination and the application of sanctions in the form of fines and/or compensation for damages within three years from the date of early termination of such contract. The specified participant of the procurement procedure can provide confirmation of taking measures to prove its reliability, despite the presence of a relevant reason for rejecting the tender offer. For this, the participant of the procurement procedure (business entity) must prove that he has paid or has undertaken to pay the relevant obligations and compensation for the losses incurred. If the customer considers such confirmation to be sufficient, the tender offer of such participant cannot be rejected.The participant of the procurement procedure, including the association of participants, in the electronic procurement system during the submission of a tender, confirms the absence of the grounds provided for in subsection 2 of Clause 45 of the Particulars in the form of a certificate drawn up by the participant in an arbitrary form, the content of which confirms the absence of an appropriate basis for rejecting the tender offersInformation on the rejection of a tender offer, including the grounds for such rejection (with reference to the relevant provisions of the Specifics (Law) and conditions of the tender documentation, which such a tender offer and/or participant do not meet, with an indication of what exactly such non-compliance consists of), during one day from the date of adoption of the decision is published in the electronic procurement system and automatically sent to the participant of the procurement procedure / the winner of the procurement procedure, whose tender offer was rejected, via electronic procurement system.In the event that a participant in the procurement procedure, whose tender offer is rejected, considers the reasoning specified in the notification to be insufficient, such a participant may contact the customer with a request to provide additional information about the reasons for the non-compliance of his offer with the terms of the tender documentation, in particular the technical specification, and/or its non-compliance with the qualification requirements criteria, and the customer is obliged to provide him with an answer with such information no later than four days after the date of receipt of such an application through the electronic procurement system, but before the moment of publication of the procurement contract in the electronic procurement system in accordance with Article 10 of the Law. |
| **Chapter VI Results of bidding and conclusion of the purchase contract** |
| **1** | **Cancellation of tenders by the customer or recognition of them as having not taken place** | ***According to clause 50 of the Features***(during their validity and application) or Article 32 of the Law (after cancellation (termination) of the Features) The customer cancels open auctions in the event of:1) there is no further need to purchase goods, works or services;2) the impossibility of eliminating violations that occurred due to detected violations of legislative requirements in the field of public procurement, with a description of such violations;3) reducing the volume of expenses for the purchase of goods, works or services;4) when the purchase became impossible due to force majeure.In the case of cancellation of open tenders, the customer shall enter the reasons for such decision in the electronic procurement system within one working day from the date of adoption of the relevant decision.***According to clause 51 of the Features***(during their validity and application) or Article 32 of the Law (after cancellation (termination) of the Features) open tenders are automatically canceled by the electronic procurement system in the event of:1) rejection of all tender offers (including if one tender offer was submitted, which was rejected by the customer) in accordance with the Features;2) failure to submit any tender offer for participation in open tenders within the period established by the customer in accordance with the Specifications.The electronic procurement system automatically publishes information on the cancellation of open tenders within one working day from the date of the grounds for cancellation of open tenders specified in this clause.Information on the cancellation of open tenders is automatically sent to all participants of the procurement procedure by the electronic procurement system on the day of its publication |
| **2** | **Term of conclusion of the contract** | The customer concludes a procurement contract with the participant who is recognized as the winner of the procurement procedure, during the validity period of his offer no later than 15 days after the date of the decision on the intention to conclude a procurement contract in accordance with the requirements of the tender documentation and the proposal of the winning participant of the procurement procedure.In order to ensure the right to appeal the customer's decisions to the appeal body, the procurement contract cannot be concluded earlier than 5 days from the date of publication in the electronic procurement system on the web portal of the Authorized Body of the notification of the intention to conclude the procurement contract.In case of justified necessity, the term for concluding the contract can be extended up to 60 days.If a complaint is filed with the appeals body after the announcement of the intention to conclude a procurement contract has been published in the electronic procurement system, the expiration of the term for concluding a procurement contract is stopped. |
| **3** | **Draft purchase agreement** | The procurement contract must comply with the draft contract specified in Appendix 2 to the tender documentation. The winner of the procurement procedure during the conclusion of the procurement contract must provide information on the right to sign the procurement contract.*If the winner does not provide information about the right to sign the purchase contract, the winner is considered to have refused to sign the purchase contract in accordance with the requirements of the tender documentation or the conclusion of the purchase contract and is subject to rejection on the basis of paragraph 2 of subparagraph 3 of item 44 of the Specifications.* |
| **4** | **Essential conditions that must be included in the purchase contract** | The purchase contract is concluded in writing, in accordance with the norms of the Civil Code of Ukraine and the Economic Code of Ukraine, taking into account the provisions of Article 41 of the Law, except parts two to five, seven to nine of Article 41 of the Law, and Special Features.The purchase contract concluded between residents of Ukraine must be written exclusively in the Ukrainian language.The terms of the procurement contract must not differ from the content of the tender offer of the winner of the procurement procedure.The essential conditions of the purchase contract are the subject (name, quantity, quality), price and term of the contract. Other conditions of the purchase contract are not essential and may be changed in accordance with the norms of the Economic and Civil Codes.The essential terms of the contract cannot be changed after its signing until the Parties fulfill their obligations in full, except for the cases provided for by law (defined in clause 19 of the Features during their application or in part 5 of article 41 of the Law ((after cancellation (termination actions) Features).The purchase agreement is null and void in case of:1) when the customer concluded a purchase contract in violation of the requirements specified in clause 5 of the Features;2) concluding a purchase contract in violation of the requirements of clause 18 of the Features;3) conclusion of a purchase contract during the period of appeal of open tenders in accordance with Article 18 of the Law and Special Features;4) conclusion of a contract in violation of the terms stipulated in the third and fourth paragraphs of Clause 49 of the Specifics, except for cases of suspension of the term in connection with the review of the complaint by the appeal body in accordance with Article 18 of the Law, taking into account the Specifics;5) when the name of the subject of procurement with the indication of the code according to the Unified Procurement Dictionary does not correspond to the goods, works or services actually purchased by the customer. |
| **5** | An additional essential condition of procurement contracts under the Recovery Program of Ukraine (RPU) /Emergency credit program for the recovery of Ukraine (UERP) | **Additional grounds for its termination are an additional essential condition of procurement contracts under the PVU/UERP**in the event of any of the following circumstances occurring during the execution of the contract:1) the executor of the contract and/or the ultimate beneficial owner of the executor-legal entity has become a person to whom a sanction has been applied in the form of a ban on public procurement of goods, works and services from him in accordance with the Law of Ukraine "On Sanctions", as well as to such a person current sanctions against any of the following organizations:(a) The United Nations and any agency or person duly designated, authorized or authorized by the United Nations to impose, administer, implement and/or enforce sanctions;(b) the European Union and any agency or person duly designated, authorized or empowered by the European Union to impose, administer, enforce and/or enforce sanctions;(c) the Office of Foreign Assets Control (OFAC), the US Department of State, and/or the United States Department of Commerce.2) the existence of a conclusion of the State Audit Service on the results of the monitoring of the procurement procedure, which indicates the need to terminate (terminate) the relevant contract, and such conclusion has not been contested and/or annulled in a court of law.3) the presence of evidence, confirmed in court, regarding the breach of contractual obligations by the executor in accordance with the Agreement on Professional Integrity. |
| **6** | **Actions of the customer in case of refusal of the winning bidder to sign the purchase agreement** | 6.1. In the case of rejection of the tender offer on the grounds specified in subparagraph 3 of item 44 of the Procurement Specifications, the customer shall determine the winner of the procurement procedure among those participants in the procurement procedure whose tender offer (the validity period of which has not yet expired) meets the criteria and conditions specified in the tender documentation, and can be recognized as the most economically beneficial in accordance with the requirements of the Law and these features, and makes a decision on the intention to enter into a purchase contract in the order and under the conditions specifiedArticle 33 of the Law and this clause.6.2. In case of rejection of the tender offer determined to be the most economically advantageous according to the results of the evaluation, the customer considers the next tender offer in the list of tender offers arranged according to the results of their evaluation, starting with the best one, which is considered to be the most economically advantageous in this case, in the order and terms determined Features of procurement. |
| **7** | **Ensuring the execution of the purchase contract** | Not required ***(Comments for the customer are at the discretion of the customer. In the event that the customer decides to include a requirement to provide security for the performance of the contract - the relevant sections of this documentation and the draft contract in Appendix 2 must be changed - the sample tender documentation for the procurement of works can be used as a sample)*** |

***Appendix 1***

***to the tender documentation***

**TENDER (PRICE) OFFER**

**FOR PURCHASE BY SUBJECT**

***Full name of the subject of purchase***

**Procurement of consulting engineer services in construction at the facility:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(full name of the bidder's organization)*

in the person of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(surname, first name, patronymic, position of responsible person)*

authorized to notify the following:

1. Having reviewed the tender documentation for the execution of the specified order, we agree to perform the work at the price: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (with VAT\*), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (without VAT),

*(indicate the price of the tender offer (in numbers and words) with VAT\* and without VAT)*

*\* The VAT amount is indicated only by those participants who are VAT payers.*

The price includes the price of the works offered under the Contract, taking into account the cost of the works themselves, the cost of all costs related to the performance of the works provided for in the tender documents, as well as the cost of taxes and fees paid or to be paid.

2. Address (location) of the bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.1. Tax status of the participant: (specify - VAT payer or NOT payer of VAT).

3. Phone/fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. Management (surname, patronymic name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. The total duration of the works: \_\_\_\_ months, but no later than "\_\_" \_\_\_\_\_\_\_ 202\_\_ year.

6. Authorized representative of the participant to sign documents based on the results of the procurement procedure \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7. Before making a decision about the intention to enter into a purchase contract, your documentation together with our proposal (provided it meets all the requirements) have the force of a preliminary contract between us. If a decision is made about the intention to conclude a contract, we will undertake to fulfill all the conditions stipulated in the Contract.

 We agree to the terms that you may reject our or all offers.

 We agree with the conditions that you can reject the tender offer of the Winning Participant if he does not provide the documents stipulated in this tender documentation.

8. We agree to abide by the terms of this offer for 90 calendar days from the date of opening of tenders set by you. Our offer will be binding on us and may be considered by you at any time before the end of the specified period.

9. We confirm our agreement with the terms and conditions of the draft procurement contract set out in Appendix 2 to the tender documentation for this procurement item.

10. If a decision is made about the intention to conclude a contract, we undertake to sign the Contract with the Customer no earlier than 5 days after the date of publicationin the electronic procurement systemnotification of the intention to conclude a procurement contract, but no later than 15 calendar days after the decision on the intention to conclude a procurement contract was made in accordance with the requirements of the tender documentation and tender offer of the winner of the procurement procedure..

 11. By signing below, we confirm full, unconditional and unquestionable agreement with all the requirements for conducting the procurement procedure, defined by law and in the tender documentation, in particular, additional requirements according to the Guidelines for the implementation of the Ukraine Recovery Programme, which is financed under the Finance Contract with the European Investment Bank.

*Position, surname, initials, signature of the authorized person of the Participant and seal (seal if available)*

***Appendix 2***

***to the tender documentation***

**DRAFT AGREEMENT[[1]](#footnote-1)**

**on the provision of consulting engineer services in construction**

"{the full name of the object is indicated}"

No. \_\_\_\_\_\_\_

(contract number)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from "\_\_\_\_" \_\_\_\_\_\_\_\_\_\_\_20\_\_.

(place of conclusion of the contract) ( (date of conclusion of the contract)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(name of legal entity/name of natural person)

in the person of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(position, full name)

acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Financial Agreement between Ukraine and the European Investment Bank (Ukraine Recovery Program Project) dated December 9, 2020 FI No. 91.906 Serapis No. 2019-0903, ratified by Law of Ukraine No. 1645-IX dated July 14, 2021 and Loan fund transfer agreement (LFTA) No.\_\_\_ of \_\_\_between\_\_\_\_\_, (hereinafter referred to as the “Customer”), on the one hand, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name of legal entity/ Full name of a natural person-entrepreneur or natural person)

in the person of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(position, full name)

acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "Consulting Engineer", "Executor"), on the other hand, jointly referred to as "Parties", and each individually as a "Party", entered into this agreement (hereinafter referred to as the "Agreement") on the following:

1. **Subject of the Agreement**
	1. The subject of the Agreement is the provision of engineering consulting services (hereinafter referred to as "Services") necessary for the construction and completion of the project of the object \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(name)

at the address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter - the "Object"), which the consulting engineer undertakes to provide to the Customer within the scope of his authority, and the Customer undertakes to accept and pay for them in the order and under the conditions specified in the Agreement.

* 1. Requirements for the qualification of a consulting engineer and a list The services of the consulting engineer are determined by the Parties depending on the features of the Object, the amount of financing and the requirements of the Customer in the Special Terms of the Agreement (Appendix 1. List of services provided Consulting Engineer), which is an integral part of the Agreement.
	2. This agreement enters into force from the moment of its signing by the Parties.
1. **Terms of service provision**
	1. Services are provided by the consulting engineer within 5 (five) calendar days from the day

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(transfer of initial data approved by the Customer in

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_the established order of project documentation; transfer of permits and other documentation necessary for

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_provision of Services; providing access to the construction site)

Completion of the provision of Services - by \_\_\_ \_\_\_\_\_\_\_\_\_ 20\_\_.

* 1. Stages of service provision are determined by the Schedule for the provision of engineering consulting services (Appendix 2. Schedule for the provision of engineering consulting services), which is an integral part of the Agreement.
1. **The price of services and the order of payments according to the Agreement**
	1. The price of the Services under the Agreement is determined by the agreement of the Parties in accordance with the Calculation of the cost of providing engineering and consulting services (Appendix 3. Calculation of the contractual price of providing engineering and consulting services) and is \_\_\_\_% of the sum of chapters 1-9 of the consolidated estimate of the cost of construction[[2]](#footnote-2)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_UAH \_\_\_\_\_ cop. (\_\_\_\_\_\_\_\_\_\_\_\_\_ UAH. \_\_\_\_\_ kop.)\*, of which:

- Amount without VAT: \_\_\_,\_\_\_ hryvnias. (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hryvnias \_\_\_\_ kopecks);

- VAT: UAH \_\_\_,\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ UAH \_\_\_\_ kopecks).

\* or indicate "without VAT"

The procedure for determining the value of the contract price is carried out in accordance with the provisions of the Estimating Standards of Ukraine "Guidelines for determining the cost of construction".

3.2. The sources of financing services under this contract are subventions from the state budget to local budgets for implementation(***Comment for the Customer: The customer indicates under which program, from those indicated below, the purchase is made):***

***--***Programs for the recovery of Ukraine, implemented on the basis of the Financial Agreement between Ukraine and the European Investment Bank, ratified by the Law of Ukraine [No. 1645-IX dated July 14, 2021](https://zakon.rada.gov.ua/laws/show/1645-20#n2)year, and Resolution of the Cabinet of Ministers of Ukraine dated December 15, 2021 No. 1324 "On approval of the Procedure and conditions for providing subventions from the state budget to local budgets for the implementation of projects within the framework of the Ukraine Recovery Program".

**OR**

-- The emergency credit program for the recovery of Ukraine, implemented on the basis of the Financial Agreement between Ukraine and the European Investment Bank ratified by the Law dated 04.22.2015. No. 346-VIII (hereinafter referred to as the Financial Agreement), as well as by Resolutions of the Cabinet of Ministers of Ukraine from November 25, 2015 No. 1068 and dated May 8, 2019. No. 378.

*If the Contractor is a VAT payer:*

Payment of value added tax at the expense of the local budget. The condition for the payment of VAT amounts is the preliminary payment of funds at the expense of a subvention from a special fund for the purpose of making a part of the payment (except for VAT) according to the relevant invoice (invoice).

* 1. The procedure and terms of financing under this Agreement are determined by the Resolution of the Cabinet of Ministers of Ukraine dated December 27, 2001. No. 1764 "On Approval of the Procedure for State Financing of Capital Construction."
	2. The financing plan (Appendix 4. The financing plan for engineering consulting services) is drawn up and agreed upon by the Parties depending on the specifics of the specific object, the required amount of financing, the stages of the provision of Services and the Customer's requirements.
	3. Settlements for the services provided are made on the basis of Acts of acceptance of the provided engineering and consulting services (Appendix 5. Act of acceptance of the provided engineering and consulting services), signed by the Parties and within 45 (forty-five) calendar days from the date of the invoice for payment.
	4. The price of Services under the Agreement may be changed by agreement of the Parties in the event of:

- occurrence of force majeure circumstances;

- changes in the scope of Services (redistribution within the framework of the Service Price or reduction) provided at the request of the Customer, the need for the Consulting Engineer to provide other additional Services necessary for the implementation of the project that could not be foreseen at the time of the conclusion of the Agreement, making changes to the project at the request of the Customer documentation that affects the scope of Services;

- the need to eliminate deficiencies that arose as a result of non-compliance with the established requirements of the project documentation, the provision of which is entrusted to the Customer;

- slowing down or stopping the execution of construction works at the Object by the Customer's decision or due to his fault;

- changes in the legislation on taxation, fees and mandatory payments, if this affects the cost of the Services.

* 1. In the contract for the provision of Services, the Parties may stipulate other conditions important for the regulation of mutual relations.
	2. In the event of a change in the scope of the Services provided, the Parties conclude an Additional Agreement, which is an integral part of the Agreement, no later than 5 (five) calendar days before the expiration of the Agreement.
1. **Rights and obligations of the Customer**
	1. Customer's rights
		1. Receive from the consulting engineer within the specified time the Services according to the list stipulated in the Agreement (Appendix 1).
		2. Request from the Consulting Engineer to agree on the list of key personnel of the Consulting Engineer who will be involved in the provision of Services (Appendix 6. List of key personnel of the Consulting Engineer who will be involved in the provision of engineering consulting services).
		3. Receive from the consulting engineer in full information about the progress of the project implementation (written form/electronic document).

**4.2. Obligations of the Customer**

* + 1. Submit to the Consulting Engineer the documentation necessary for the execution of the Contract, including a copy of the contract (written form/electronic document) concluded between the Customer and the Contractor, without the participation of the Consulting Engineer. The list and form of transfer (on paper media and/or in the form of electronic documents) agreed by the Parties, which the Customer provides to the Consulting Engineer, is specified in the Special Terms of the Agreement (Appendix 7. The list of documentation that the Customer provides to the Consulting Engineer).

4.2.2. Ensure the access of the consulting engineer to the construction site.

4.2.3. Accept and pay for the Services provided by the Consulting Engineer under the Contract.

1. **Rights and responsibilities of a consulting engineer**
	1. **Rights of a consulting engineer**
		1. Receive from the Customer the documentation specified in the Special Terms of the Agreement (Appendix 7) necessary for the performance of the Agreement, including a copy of the agreement (written form/electronic document) concluded between the Customer and the Contractor. Acceptance and transfer of documentation is carried out by the Parties on the basis of the act in the form agreed by the Parties, indicating the names of the documents, the number of copies and the date of transfer.

5.1.2. To carry out, within the limits of the powers defined by the Agreement, the coordination of the activities of the parties related to the implementation of the terms of the contracts for the execution of project works or the construction contract, to perform other functions in accordance with Appendix 1 to the Agreement (including demanding from the Contractor the elimination of the identified by the consulting engineer deficiencies and/or defects).

5.1.3. To receive from the Customer on time and in full payment for the Services provided.

5.1.4. Involve other contractors (sub-contractors) in the provision of Services in agreement with the Customer within the scope of financing provided for in the Agreement.

5.1.5. To receive payment from the Customer for the provided Services provided for in the Agreement, in accordance with the Acts of acceptance of the provided engineering consulting services (Appendix 5), including in the event of a decision to terminate or terminate the Agreement.

* 1. **Responsibilities of a consulting engineer**
		1. Provide Services independently and impartially in accordance with the List provided for in the Agreement (Appendix 1).
		2. Agree with the Customer the list of the key personnel of the consulting engineer who will be involved in the provision of engineering consulting services (Appendix 6), in accordance with the requirements of the legislation of Ukraine, taking into account the functional purpose and features of the Object, the amount of financing and the requirements of the Customer
		3. Supervise the quality and volume of construction works and their compliance with the project documentation (design assignment), plans, schedules approved in the established order.

5.2.4. Ensure accounting, storage and transfer to the Customer of documentation (written form/electronic document) created or received by the Consulting Engineer in the process of executing the Contract, including letters, minutes of meetings, financial documentation, reports, protocols of research and laboratory tests in accordance with the List of documentation that Consulting engineer provides to the Customer (Appendix 8. List of documentation that the Consulting Engineer provides to the Customer).

5.2.5. Transfer to the Customer after the end of the validity period or in case of early termination of the Agreement all available documents (written form/electronic document) and information created or obtained by the Consulting Engineer in the process of fulfilling the terms of the Agreement. Acceptance and transfer of documentation is carried out by the Parties on the basis of the act in the form agreed by the Parties, indicating the names of the documents, the number of copies and the date of transfer.

5.2.6. Inform the Customer about the need to perform additional work, increase or decrease the time required for the execution of design or construction work, supply of equipment, other circumstances that affect the time of project implementation.

5.2.7. Provide the Customer with full information on the progress of the project (written form/electronic document).

5.2.8. Sign in English and Ukrainian languages ​​and certify with a seal (if available) the Agreement on Professional Integrity" according to Appendix 9 to the Agreement.

5.2.9. The Consulting Engineer will report directly to the Client and coordinate technical matters with representatives of the UNDP Technical Assistance Program and Cowater.

The Consulting Engineer shall provide the Customer with monthly reports and all appropriate documentation in the quantity and form as specified in Schedule 10 to the Agreement.

5.3. By agreement of the parties, the Contractor may, in the scope and within the limits defined by legislation and a separate contract, assume responsibility for the preparatory and organizational stage of the construction of the Facility.

5.4 By agreement of the parties, the Contractor can, in the scope and within the limits defined by legislation and a separate contract, ensure the preparation of documents on the facility's readiness for operation.

1. **The responsibility of the Parties and the procedure for resolving disputes**

6.1. The parties are responsible for non-fulfilment or improper fulfilment of contractual obligations in cases provided for by legislation and this Agreement.

* 1. The parties are not responsible for breach of their obligations under the Agreement, if the breach was not their fault. The party is not responsible for breaching the terms of the Agreement, if it proves that it has taken all measures dependent on it for the proper implementation of the terms of the Agreement.
	2. None of the Parties shall bear responsibility for non-performance or improper performance of its obligations under the Agreement, if such non-performance or improper performance is caused by force majeure (fire, flood, earthquake, other natural disasters, war and military operations, blockade, strike, actions authorities).
	3. The Party whose obligations under the Agreement cannot be fulfilled due to the occurrence of force majeure circumstances specified in clause 6.3 must, within 5 (five) calendar days after the occurrence of force majeure circumstances, notify the other Party in writing of the occurrence or termination of such circumstances.
	4. The Customer has the right to refuse to accept the Services provided if these Services do not meet the terms of the Agreement, and to demand from the Consulting Engineer reimbursement of the Customer's expenses or losses incurred by the Customer, if they arose as a result of non-fulfilment or improper fulfilment by the Consulting Engineer of the obligations assumed by contract.
	5. All disputes arising from the interpretation of the terms of the Agreement or related to it shall be resolved by the Parties through negotiations.
	6. In case of impossibility of resolution of disputes by the Parties through negotiations and pre-trial settlement, disputes shall be resolved in court in accordance with the legislation of Ukraine.
	7. In the event that international customs and recommendations of international organizations are applied in the implementation of the terms of the Agreement, the Parties may apply dispute settlement mechanisms provided for by such customs and recommendations, which do not limit the right of the Parties to go to court.
	8. Insurance of risks during the provision of Services and professional (civil and legal) liability of the consulting engineer's personnel under the terms of the Contract \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 (expected / not anticipated)

Within \_\_\_\_\_\_ (\_\_\_) calendar days from the date of signing the Contract, the consulting engineer shall provide the Customer with copies of documents (insurance contract, insurance certificate, policy or certificate) confirming the insurance of the risks provided for in the terms of the Contract.

(a list of a set of services, individual services or property interests that are the subject of insurance)

**7. Term of validity of the Agreement**

7.1. The Agreement enters into force in accordance with the terms of Section 1.3 of the Agreement and is valid until \_\_ \_\_\_\_\_\_\_ 20\_\_\_, and in terms of fulfilling the obligations of the Parties - until the Parties fully fulfil their obligations under this Agreement.

* 1. Expiration of the Agreement does not release the Parties from responsibility for its violations that occurred during the Agreement.
	2. In case of early termination of the Agreement, the Parties are obliged to make final payments for the Services actually provided (received).
	3. Expiration of the Agreement does not release the Customer from the obligation to make final settlements with the Consulting Engineer for the services actually provided (received) in accordance with the Service Agreement.

**8. PROCEDURE FOR CHANGE AND TERMINATION OF THE AGREEMENT**

8.1. Amendments and additions to this Agreement are carried out by the signing by the authorized persons of the Parties of additional agreements agreed through negotiations, after which they become an integral part of the Agreement.

8.2. Termination of the Agreement is allowed with the consent of the Parties, or in the following cases:

making a decision to stop work;

termination of activity, bankruptcy of the Contractor;

in the presence of a negative conclusion of the European Investment Bank (EIB) about the presence of significant violations based on the results of the "ex-post audit"\* with a demand for termination of the contract. None of the Parties is responsible for the resolution of the EIB;

*\*In the case of receiving a request from the EIB for an "ex-post audit" check (conducting an EIB check - consideration of the evaluation of proposals, its results and the selection of a contractor, commenting and submitting a request to the Customer for clarification), the performance of obligations under the contract may be suspended with consent parties until the moment of receiving a positive conclusion of the EIB on the absence of significant violations based on the results of the "ex-post audit".*

 - if the Contractor and/or the ultimate beneficial owner of the Contractor, a legal entity, has become a person to whom a sanction has been applied in the form of a ban on public procurement of goods, works and services from him in accordance with the Law of Ukraine "On Sanctions", and the applicable laws have been applied to such a person sanctions by any of the following organizations:

(a) The United Nations and any agency or person duly designated, authorized or authorized by the United Nations to impose, administer, implement and/or enforce sanctions;

(b) the European Union and any agency or person duly designated, authorized or empowered by the European Union to impose, administer, enforce and/or enforce sanctions;

(c) the Office of Foreign Assets Control (OFAC), the United States Department of State, and/or the United States Department of Commerce;

- the existence of a conclusion of the State Audit Service on the results of the monitoring of the procurement procedure, which indicates the need to terminate (terminate) the relevant contract, and such conclusion was not contested and/or cancelled in court;

 - the presence of evidence, confirmed in court, regarding the violation of contractual obligations by the Executor in accordance with the Agreement on Professional Integrity (Appendix No. 7 to the Agreement);

 other grounds provided for by law.

8.3. In the event of termination of the Agreement due to termination of work, the Customer shall pay the Executor for the work performed and accepted by acts at the time of termination of the Agreement

8.4. All documents and calculations for making final settlements upon termination of the Agreement must be submitted to the interested Party within a month from the day of the decision. Within 15 calendar days from the moment of presentation of the necessary documents and calculations, their full payment must be made or a reasoned refusal must be given.

8.5. In the event of a reasoned refusal, the Parties are obliged to agree on the amounts to be paid and make mutual settlements within 15 calendar days.

8.6. Amendments to the Agreement take place exclusively taking into account item 19 of the Features (during their application) and Art. 41 of the Law of Ukraine "On Public Procurement".

The essential conditions of the purchase contract cannot be changed after its signing until the parties have fulfilled their obligations in full, except for the cases specified in the clause Amendments to the Contract are made exclusively taking into account p. 19 Features (during their application) or Art. 41 of the Law of Ukraine "On Public Procurement". Changes to the terms of the contract can be made only by agreement of the Parties, which are formalized by additional agreements to this Contract, with justification for making the specified changes.

**9. Conflict of interest**

9.1. When fulfilling the terms of the Agreement, the Parties are obliged to:

* take measures to prevent the occurrence of a real, potential conflict of interests;
* not to take actions and not to make decisions in conditions of a real conflict of interests;
* take measures to resolve real or potential conflicts of interest.

**10. Privacy**

10.1. The parties undertake not to disclose or transfer to third parties confidential information received from each other during the execution of the Agreement.

10.2. Confidential is any information that can prevent the Parties from fulfilling the Agreement, threaten them with moral or material damage, or if the dissemination of such information can lead to its occurrence.

10.3 The Agreement, its content, as well as all additions to it are confidential documents and are not subject to disclosure or use by the Parties without the consent of the other Party, except in cases provided by law.

**11. Other terms of the Agreement**

1. When fulfilling the terms of the Agreement, the Parties are guided by the terms of the Agreement, as well as regulatory and legal acts and regulatory and technical documents.
2. When drawing up the Agreement, the Parties may use international customs and recommendations of international organizations to the extent that they do not conflict with the legislation of Ukraine.
3. If an international treaty of Ukraine, the binding consent of which has been granted by the Verkhovna Rada of Ukraine, establishes other rules than those stipulated by the legislation of Ukraine, then the rules of the international treaty of Ukraine shall be applied.
4. The powers of the Consulting Engineer necessary to fulfill the terms of the Contract are specified when the Customer concludes construction contracts, supply contracts, other contracts, the execution of which requires the participation of the Consulting Engineer in the scope specified by the Contract.
5. The list of applications necessary for its implementation, as well as their content, are determined by the Parties by mutual agreement, depending on the volume and types of Services provided.
6. All additional agreements and annexes to the Agreement, signed by authorized representatives of the Parties, are its integral parts and have the same legal force.
7. After the signing of the Agreement, all previous negotiations, correspondence, previous agreements, protocols of intent and any other written agreements of the Parties on issues related to the Agreement in one way or another shall lose legal force, but may be taken into account when interpreting the terms of the Agreement.
8. None of the Parties has the right to transfer its rights and obligations under the Agreement to a third party without the written consent of the other Party.
9. The Parties undertake to notify each other in writing in the event of a decision on liquidation, reorganization or bankruptcy of one of the Parties no later than 5 (five) calendar days from the date of such decision.

At the same time, the Parties notify each other of a change of location, tax payer status, change of email address, postal address, legal address or bank details.

1. The contract is concluded in the Ukrainian language in two original copies, which have the same legal force for each Party.
2. All corrections in the text of this Agreement have legal force and can be taken into account only if, in each individual case, they are accepted in accordance with additional agreements to the Agreement.
3. If the Parties sign the Agreement at different times, it is considered concluded from the date of its signing by the last Party. At the same time, the Party that signs the Agreement last, sets the date of signature. The number of the Agreement is assigned in accordance with the order of registration of Agreements adopted by the Customer. The number can be double and contain the registration data of both Parties.
4. In order to fulfill the Contractor's obligations to the EIB regarding the targeted use of loans, as well as to confirm that its activities do not contain prohibited practices, the Contractor, as well as the consulting engineer, are obliged to sign and supplement this Agreement with the "Professional Integrity Agreement » (in Ukrainian and English), the standard form of which is given in Appendix 9 to this Agreement according to the EIB Procurement Manual.
5. In order to comply with the requirements of the Law of Ukraine "On Public Procurement", the Contractor agrees to the publication of this Agreement through an authorized electronic platform in the electronic procurement system.
6. The Parties are responsible for the details specified in the Agreement and undertake to notify the other Party in writing of their replacement in a timely manner (within 5 working days from the date of changes to the details). The contractor is responsible for the availability of licenses necessary for the performance of works defined by regulatory documents.
7. According to the Tax Code of Ukraine, the customer is a non-profit organization.

The executor according to the Tax Code of Ukraine is \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (income tax payer, value added tax payer, single tax payer, etc.).

1. The representatives of the Parties, authorized to conclude this Agreement, agreed that their personal data, which became known to the Parties in connection with the conclusion of this Agreement, are included in the personal data bases of the Parties.

By signing this Agreement, the authorized representatives of the Parties give their consent (permission) to the processing of their personal data, in order to confirm the authority of the subject to conclude, change and terminate the Agreement, to ensure the implementation of administrative-legal and tax relations, relations in the field of accounting and statistics, as well as to ensure the implementation of other relationships provided for by law.

By signing this agreement, the representatives of the parties confirm that they have been informed of their rights in accordance with Art. 8 of the Law of Ukraine "On Protection of Personal Data".

**11. List of annexes to the Agreement**

 11.1. All Annexes to this Agreement are its integral parts.

 11.2. Appendices to the Agreement:

Appendix 1. List of services provided Consulting engineer

Appendix 2. Calendar plan for the provision of engineering consulting services

Appendix 3. Calculation of the contractual price for the provision of engineering consulting services

Appendix 4. Financing plan for engineering consulting services

Appendix 5. Form of the act of acceptance of the provided engineering consulting services

Appendix 6. List of key personnel of the Consulting Engineer involved in the provision of engineering consulting services.

Appendix 7. List of documentation that the Customer provides to the Consulting Engineer.

Appendix 8. List of documentation that the consulting engineer provides to the Customer.

Appendix 9. Agreement on professional integrity (in Ukrainian and English).

Appendix 10. Form of the monthly report on the implementation of the Agreement.

1. **Location, details and signatures of the Parties**

|  |  |
| --- | --- |
| **Customer****……….** | **Performer****…………..****Consultant engineer:****……………** |
| Address:..……legal, actual…..y/y …………..MFI…………..USREOU………..Name of the VAT payer No.………..TIN……..Tel. (0…) ………Mob. (0...) …….E-mail: …………. | Address:..……legal, actual…..y/y …………..MFI…………..USREOU………..Name of the VAT payer No.………..TIN……..Tel. (0…) ………Mob. (0...) …….E-mail: …………. |

**Position: Position:**

**/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ (surname) /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ (surname)**

(signature) (signature)

 Stamp Stamp

Appendix 1

to Agreement No. \_\_\_\_\_

from "\_\_\_" \_\_\_\_\_\_\_\_\_20\_\_

***Below is an example list of tasks of a consulting engineer. In accordance with the tasks chosen by the customer, which must be performed by the consulting engineer, his qualifications are selected (for this, we provide an additional explanation in the document "services of the consulting engineer") \****

***\* After reading, delete this note***

**List of services provided by the Consulting Engineer**

|  |  |  |
| --- | --- | --- |
| Nos/p | Name of services | Volume/quantity(person-days/person-months) |
| 1. | The services are related to the implementation of the Project |
| 1.1. | Dispute Resolution and Mediation:- Protection of the legal rights and interests of the Customer.- Analysis of facts and identification of problems.- Initiating the formation of bodies for pre-trial review and settlement of disputes during the implementation of the Project.- Consideration of the Contractor's notifications about his claims to the Customer and analysis of possible results in the event of their satisfaction.- Stimulating conflict participants to find new solutions acceptable to all interested parties.- Organization of negotiations.- Creation of final documents and approval of additional agreements (mediation).- Providing assistance to the Customer regarding any disputes and claims that arise between the Customer and the executor (executors), related to project documentation, works being performed, supplies of materials, mechanisms, equipment, liability insurance.- Prevention of potentially controversial situations. |  |
| 2. | Project administration (customer functions) |
| 2.1. | - Representation of the Customer's interests at all stages of the Project implementation.- Performing the functions of the Project manager/head.- Involvement of the necessary specialists in the implementation of the Project.- Distribution of risks and responsibilities by project components.- Control and supervision of the implementation of the Contract.- Control over the Contractor's timely execution of the construction work program, delivery of equipment.- Organization of occupational health and safety management at the construction site, including the development of an occupational health and safety plan.- Keeping a register of documentation stipulated by the Agreement, general reporting under the Agreement, accounting for changes in the contractual documentation.- Ensuring the storage of original guarantees and certificates of conformity for materials, equipment, and facilities.- Conducting weekly meetings with the aim of monitoring the fulfilment of the terms of the Agreement by the parties in terms of compliance with the terms of implementation of the provisions of the Agreement, payment schedule, etc.- Drawing up minutes of meetings and sending them to all participants.- Control over the execution of protocol decisions.- Creation of a single base for planning, arrangement of estimates and cost control; establishing a connection between the works provided for by the project and the accounting system.- Drawing up and providing the Customer with monthly and quarterly reports on the progress of the Project implementation.- Drafting and promptly sending to the Customer (if necessary) alarm messages and special reports.- Forecasting and providing proposals to prevent the occurrence of out-of-state situations, participation in the resolution of such situations.- Development of proposals to avoid the occurrence of freelance situations in the future.- Interaction with supervisory, nature protection bodies, local self-government bodies, the public.- Coordination of commissioning works and ensuring their prompt acceptance.- Participation in the organization of the connection of the construction object to the relevant engineering networks.- Monitoring the fulfilment of the terms of the Agreement in terms of costs and compliance with approved schedules and costs.- Verification and preparation for transfer to the Customer of the invoices issued by the Contractor (Designer) for the work performed, materials and equipment delivered.- Preparation and agreement between the parties (if necessary) of changes, additions or additional agreements to the Agreement.- Providing the Customer with a monthly report on the financial status of the implementation of the Agreement.- Timely informing the Customer about the need for additional financing of the Project.- Control over the elimination of identified deficiencies by the Contractor (designer).- Organization and participation in the commissioning of the construction facility.- Control over the implementation of final calculations for the completed works.- Preparation of the final report on the completion of the Project implementation in the form approved by the Customer. |  |
| **Total:** |  |

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Stamp**(if available)  | **Stamp**(if available) |

Appendix 2

to Agreement No. \_\_\_\_\_

from "\_\_\_" \_\_\_\_\_\_\_\_\_20\_\_

**Calendar plan for the provision of engineering consulting services**

|  |  |  |  |
| --- | --- | --- | --- |
| Nos/p | The name of the stagesand its content | Volume/quantity(person-days / person-months) | Term of service provision |
| datebeginning | end date |
| 1. | The services are related to the implementation of the Project |
| 1.1. |  |  |  |  |
| 2. | Project administration (customer functions) |
| 2.1. |  |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Stamp**(if available) | **Stamp**(if available) |

Appendix 3

to Agreement No. \_\_\_\_\_

from "\_\_\_\_\_" \_\_\_\_\_\_\_\_\_20\_\_

**Calculation of the contractual price for the provision of engineering consulting services**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Nos/p | Name of services | Unit of measurement(person-day/ man-moon) | Scope of Services(person-days / man-months) | Costoneperson of the day /human beingmonth), UAH | The cost of services of a consulting engineer, UAH | Other confirmed expenses not included in the cost of one person-day/person-month (business trips, expenses of third-party organizations, etc.), UAH. | Total cost of services under the Agreement, hryvnias. |
| 1. |  |  |  |  |  |  |  |
| 2. |  |  |  |  |  |  |  |
| : |  |  |  |  |  |  |  |
| n |  |  |  |  |  |  |  |
| **Total:** |  |  |  |  |  |  |
| **VAT \_\_:** |  |  |  |  |  |  |
| **Total with VAT:** |  |  |  |  |  |  |

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Stamp**(if available)  | **Stamp**(if available) |

**Note.**The cost of one person-day/person-month is determined and agreed upon by the Parties.

Appendix 4

to Agreement No. \_\_\_\_\_

from "\_\_\_\_\_" \_\_\_\_\_\_\_\_\_20\_\_

**Financing plan for engineering consulting services**

|  |  |  |  |
| --- | --- | --- | --- |
| Nos/p | Stages of project implementation | Term of service provision | Amount of financing, hryvnias. without VAT |
| Billing for services | In total |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| … |  |  |  |  |
| n |  |  |  |  |
| **In total** without VAT, UAH: |  |  |
| **VAT:** |  |  |
| **Total including VAT, UAH:** |  |  |

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Stamp**(if available) | **Stamp** (if available) |

Appendix 5

to Agreement No. \_\_\_\_\_

from "\_\_\_\_\_" \_\_\_\_\_\_\_\_\_20\_\_

**The form of the act of acceptance of the provided engineering consulting services No. \_\_\_**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from "\_\_\_\_" \_\_\_\_\_\_\_\_\_\_\_20\_\_yr.

 (place of drawing up of the act) (date of drawing up of the act)

We, the undersigned, are an authorized representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of legal entity/name of natural person)

represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the Customer) on the one hand

(position, full name)

and authorized representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(name of legal entity/ name of natural person-entrepreneur or natural person)

represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the Consulting Engineer)

(position, full name),

on the other hand, in accordance with the Agreement on the provision of engineering consulting services dated "\_\_\_" \_\_\_\_\_\_\_\_20\_\_ year No. within the framework of the implementation of the construction and completion of the project of the object "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_" drew up this Act stating that during the period from "\_\_" \_\_\_\_\_\_\_\_ 20\_\_ year. according to "\_\_" \_\_\_\_\_\_\_\_ 20\_ year The consulting engineer provided the Customer with services in the amount of:

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|

|  |  |  |
| --- | --- | --- |
| Non/p | Cost of work and expenses | Costthousand hryvnias |
| 1 | 2 | 3 |
| 1 | The cost of works according to the subcontract is all, excluding VAT |  |
| 2 | The cost of consulting engineer servicestotal, excluding VAT |  |
| 3 | Interest | = p2/p1 |
| 4 | The cost of construction works for the reporting period, excluding VAT |  |
| 5 | The cost of consulting engineer servicesfor the reporting period, excluding VAT | =p4\*p3 |
| 6 | VAT |  |
| 7 | Total including VAT |  |

 |  |
|  |  |
|  |  |
| The services are provided by the consulting engineer in a timely manner, in full and in compliance with all the conditions specified in the Agreement. |  |

The Customer has no complaints about the volume and quality of the Services provided.

Total with VAT UAH. cop. (hrn. cop.)

 *(amount in writing)*

This Act is the basis for making settlements between the Parties for the provided

Services.

The act is drawn up in 2 (two) copies, one each for the Customer and the Engineer-

consultant

Compiled by: Consulting engineer (construction) \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

 (series and number (signature) (surname, first name and

 certificate) by patronymic)

|  |  |
| --- | --- |
| Customer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(position, surname, initials, signature) |  Consulting engineer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(position, surname, initials, signature) |
| Stamp (if available) | Stamp (if available) |
| "\_\_\_" of \_\_\_\_\_\_\_\_\_\_\_\_20\_\_ | "\_\_\_" of \_\_\_\_\_\_\_\_\_\_\_\_20\_\_ |

Appendix 6

to Agreement No. \_\_\_\_\_

from "\_\_\_\_\_" \_\_\_\_\_\_\_\_\_20\_\_

**List of key personnel of the Consulting Engineer involved in**

**provision of engineering consulting services**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Nos/p | Full namepersons | Position of the person | Qualification category | Administrative document on appointment | Information on entry into the Register of certified persons(date of entry, No.) | Information about the availability of a certificate(name, date of issue, number) | Information about the organization that issued the certificate (name of the document confirming authority, date of receipt, number) |
| 1 |  | The person designated as responsible for project implementation (Project manager) |  |  |  |  |  |
| 2 |  | Consulting engineer (construction) |  |  |  |  |  |
| 3 |  | A person who monitors the quality of construction works, materials, structures, and products  |  |  |  |  |  |
| 5 |  | Engineer in terms of project implementation in accordance with the functional purpose of the Object |  |  |  |  |  |
| 6 |  | Specialist in ecology and social communication |  |  |  |  |  |
| **:** |  |  |  |  |  |  |  |
| n |  |  |  |  |  |  |  |

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Stamp**(if available) | **Stamp** (if available) |

Appendix 7

to Agreement No. \_\_\_\_\_

from "\_\_\_\_\_" \_\_\_\_\_\_\_\_\_20\_\_

**List of documents,**

**which the Customer provides to the Consulting Engineer**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Nos/p | Name of the document | Submission deadline | Number of copies | Note |
| Documentation that is provided before the start of project implementation |
| 1. |  | to\_\_ | \_\_\_ note |  |
| 2. |  | to\_\_ | \_\_\_ note |  |
| 3. |  | to \_\_ | \_\_\_ note |  |
| 4. |  | to \_\_ | \_\_\_ note |  |
| 5. |  | to \_\_ | \_\_\_ note |  |
| 6. |  |  |  |  |
| Documentation provided during project implementation |
| 1. |  | to\_\_ | \_\_\_ note |  |
| 2. |  | to\_\_ | \_\_\_ note |  |
| 3. |  | to \_\_ | \_\_\_ note |  |

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Stamp** (if available) | **Stamp** (if available) |

Appendix 8

to Agreement No. \_\_\_\_\_

from "\_\_\_\_\_" \_\_\_\_\_\_\_\_\_20\_\_

**List of documents,**

**which the Consulting Engineer provides to the Customer**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Nos/p | Name of the document | Submission deadline | Number of copies | Note |
| Documentation provided during project implementation |
| 1. |  | to\_\_ | \_\_\_ note |  |
| 2. |  | to\_\_ | \_\_\_ note |  |
| 3. |  | to \_\_ | \_\_\_ note |  |
| 4. |  | to \_\_ | \_\_\_ note |  |
| 5. |  | to \_\_ | \_\_\_ note |  |
| 6. |  |  |  |  |
| Documentation that is provided after the completion of the project |
| 1. |  | to \_\_ | \_\_\_ note |  |
| 2. |  | to \_\_ | \_\_\_ note |  |
| 3. |  | to \_\_ | \_\_\_ note |  |

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Stamp** (if available) | **Stamp** (if available) |

Appendix 9 to Agreement No. \_\_\_\_\_

from "\_\_\_\_\_" \_\_\_\_\_\_\_\_\_20\_\_

**CONSENT COVENANT**

**CONCERNING PROFESSIONAL INTEGRITY**

**(A SAMPLE IS PROVIDED IN APPENDIX 7 TO THE TENDER DOCUMENTATION)**

Appendix 10 to Agreement No. \_\_\_\_\_

from "\_\_\_\_\_" \_\_\_\_\_\_\_\_\_20\_\_

**The form of the monthly report on the implementation of the Agreement**

**for "\_\_\_\_\_\_\_\_\_\_\_" 20\_ r.**

|  |
| --- |
| **Brief description of the construction of the Object***Briefly describe the construction status of the Facility during the reporting period.**This part of the report should not exceed 1 page.* |
| **Technical Deviations***Provide information if any part of the work is not carried out in accordance with the approved PCD and what measures were taken to correct the situation and their imCovenant on the construction completion date and construction cost.**Also, provide information about the problems that occurred during the execution of the works and ways to solve them or recommendations for the next period of execution of the works.* |
| **Finances***Provide an overview of the current status of payments on the construction contract and the financing plan for the next month.* |
| **Labor protection at the construction site***Briefly describe the current state of implementation of the occupational health and safety plan. In case of violations, the Executor must immediately notify the customer and the contractor without reference to the submission of the report.* |
| **Table: Description of the main types of work according to the project documentation**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No | Name | Planned completion date | Estimated completion date as of report date | Actual end date |
| 1 | General construction works | dd-mmm-yy | dd-mmm-yy | dd-mmm-yy |
| 2 | Special works |  |  |  |
| 3 | Hidden works |  |  |  |

*Provide concise information if any part of the work is not carried out according to the approved calendar plan and what measures have been taken to correct the situation.**If necessary, provide a revised calendar plan schedule of work.* |
| **Conclusions***Concisely provide key findings, risks and recommendations.*  |
| **Documents***Provide a comprehensive cumulative list of documents received from the Contractor, as well as other documents directly related to the contract.* |
| **Photo-confirmation of the construction of the Object***Attach photos that confirm progress in the construction of the Object and completed (confirmed by acts of completed works) types of work.* |

**Confirmed and signed by the Consulting Engineer:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (position)(signature)

**Stamp**

**\_\_\_\_\_\_\_\_\_\_\_\_\_**

 (date)

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Stamp** (if available) | **Stamp** (if available) |

***Appendix 3***

***to the tender documentation***

**TECHNICAL TASK**

**for purchase by subject**

*{Full name of the subject of purchase}}*

**List of services provided by the Consulting Engineer**

|  |  |  |
| --- | --- | --- |
| Nos/p | Name of services | Volume/quantity(person-days/person-months) |
| 1. | The services are related to the implementation of the Project |
| 1.1. | Dispute Resolution and Mediation:- Protection of the legal rights and interests of the Customer.- Analysis of facts and identification of problems.- Initiating the formation of bodies for pre-trial review and settlement of disputes during the implementation of the Project.- Consideration of the Contractor's notifications about his claims to the Customer and analysis of possible results in the event of their satisfaction.- Stimulating conflict participants to find new solutions acceptable to all interested parties.- Organization of negotiations.- Creation of final documents and approval of additional agreements (mediation).- Providing assistance to the Customer regarding any disputes and claims that arise between the Customer and the executor (executors), related to project documentation, works being performed, supplies of materials, mechanisms, equipment, liability insurance.- Prevention of potentially controversial situations. |  |
| 2. | Project administration (customer functions) |
| 2.1. | - Representation of the Customer's interests at all stages of the Project implementation.- Performing the functions of the Project manager/head.- Involvement of the necessary specialists in the implementation of the Project.- Distribution of risks and responsibilities by project components.- Control and supervision of the implementation of the contract.- Control over the Contractor's timely execution of the construction work program, delivery of equipment.- Organization of occupational health and safety management at the construction site, including the development of an occupational health and safety plan.- Keeping a register of documentation stipulated by the Agreement, general reporting under the Agreement, accounting for changes in the contractual documentation.- Ensuring the storage of original guarantees and certificates of conformity for materials, equipment, and facilities.- Conducting weekly meetings with the aim of monitoring the fulfillment of the terms of the Agreement by the parties in terms of compliance with the terms of implementation of the provisions of the Agreement, payment schedule, etc.- Drawing up minutes of meetings and sending them to all participants.- Control over the execution of protocol decisions.- Creation of a single base for planning, arrangement of estimates and cost control; establishing a connection between the works provided for by the project and the accounting system.- Drawing up and providing the Customer with monthly and quarterly reports on the progress of the Project implementation.- Drafting and promptly sending to the Customer (if necessary) alarm messages and special reports.- Forecasting and providing proposals to prevent the occurrence of out-of-state situations, participation in the resolution of such situations.- Development of proposals to avoid the occurrence of freelance situations in the future.- Interaction with supervisory, nature protection bodies, local self-government bodies, the public.- Coordination of commissioning works and ensuring their prompt acceptance.- Participation in the organization of the connection of the construction object to the relevant engineering networks.- Monitoring the fulfillment of the terms of the Agreement in terms of costs and compliance with approved schedules and costs.- Verification and preparation for transfer to the Customer of the invoices issued by the Contractor (Designer) for the work performed, materials and equipment delivered.- Preparation and agreement between the parties (if necessary) of changes, additions or additional agreements to the Agreement.- Providing the Customer with a monthly report on the financial status of the implementation of the Agreement.- Timely informing the Customer about the need for additional financing of the Project.- Control over the elimination of identified deficiencies by the Contractor (designer).- Organization and participation in the commissioning of the construction facility.- Control over the implementation of final calculations for the completed works.- Preparation of the final report on the completion of the Project implementation in the form approved by the Customer. |  |
| **Total:** |  |

**Addition3-A**

**to the tender documentation**

**Letter of guarantee**

Full name of the participant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

USREOU code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the manager or representative according to the power of attorney\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(participant's full name)

when performing works on the object: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. We guarantee that:
	1. When performing the works, it will be provided for the application of environmental protection measures, namely:
* prevention of formation and reduction of volumes of construction waste;
* implementation of collection, storage and removal of waste generated during the performance of works defined by contractual obligations regarding the subject of procurement;
* preventing oil products, lubricants and other chemicals from spilling onto the soil;
* during the operation of construction machines and mechanisms for the implementation of measures to reduce the toxicity of emissions;
* economical use of water and electricity.
	1. The head of the enterprise is responsible for the fulfillment of environmental safety requirements.
	2. After the completion of construction works, the territory will be cleared of construction debris.
	3. All materials and equipment used will have certificates, including fire safety and hygiene reports, and will be provided during the reception - transfer to the facility.
	4. The documents provided as part of the proposal fully correspond to the original/copy, and the information displayed in them is complete, reliable and objective, as well as that the person who signed the proposal bears personal responsibility for the information specified in the documents;
	5. The work will be completed on time and in full, with appropriate warranty terms.
	6. All necessary safety and occupational health and safety requirements will be observed during the execution of the works.

**Stamp**

***Position, surname, initials, signature of the authorized person of the participant.***

***Appendix 4***

***to the tender documentation***

*It is submitted in the form below, on the company letterhead of the participant (if available)*

**A certificate containing information on the involvement of subcontractors in the performance of works**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No****s/p** | **Full name of the subcontractor's organization, address, telephone** | **Type of works** | **Estimated cost of works of the subcontracting organization,****amount (UAH) and in percentage (%) to the price of the tender offer** | **Number and series of the license and/or permission of the subcontracting organization** |
| 1… |  |  |  |  |

\* the participant must provide a copy of the subcontractor's license and/or permit as part of his tender offer (provided if the work to be performed by the subcontractor requires obtaining a license and/or permit).

**Position, surname and initials of the authorized person of the participant, signature, stamp**

*Note: if the Participant does not plan to involve subcontractors in the performance of works,* *in the amount of not less than 20 percent of the value of the purchase contract,Participant as part of the tender offer must provide a letter in an arbitrary form in which it is necessary to note that subcontracting organizationsto the completion of works in the amount of not less than 20 percent of the cost of the purchase contractwill not be involved.*

**STATEMENT**

**regarding the absence of grounds defined in the first part of Article 17 of the Law of Ukraine "On Public Procurement" (***in clause 47 of the Features - during their application)***),concerning involved subcontractors/co-contractors**

We, /the name of the Participant/ (hereinafter - the Participant), certify with this certificate that there are no grounds defined in the first part of Article 17 of the Law of Ukraine "On Public Procurement" ((Clause 47 of the Special Features - during their application)) in relation to the subcontractor engaged by us/ co-executor, /name of subcontractor/co-executor/, namely (specify the list of reasons according to the legislation applicable at the time of the announcement of tenders):

|  |  |  |
| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| *position of authorized person of the Participant* | *signature* | *surname, initials* |

***Appendix 5***

***to the tender documentation***

*It is submitted in the form below, on the company letterhead of the participant (if available)*

*The participant must not deviate from this form*

 **Reference**

**about the availability of the Participant's procedure for the procurement of workers with appropriate qualifications who have the necessary knowledge and experience**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Nos/p | Surname, first name, patronymic of the employee | Position, education, specialty, rank | Series, number of qualification certificate\*\* | Detailed work experience by specialty, places of work | Namesubcontractor and details of the contract with the subcontractor\*\*\* |
|  | Full-time and part-time employees |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | It is planned to attract |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

**\* -***the table can contain summary information, and the details can be provided by separate detailed summaries for each employee, which contain all the data required by the Customer*

*\*\* - is indicated for employees for whom the legislation provides for professional attestation with the issuance of a corresponding qualification certificate.*

*\*\*\* - to be filled in for personnel, if involved from a subcontractor.*

Appendices to this certificate must be supporting documents required in accordance with subsection 5.1 of clause 5 of section III "Instructions for the preparation of a tender offer" of this tender documentation

In order to confirm the information about the availability of employees at the Participant, which is contained in the Table, he must provide, as part of the tender offer, copies of work books (all pages containing records) or copies of appointment orders, copies of part-time work orders, or copies of civil legal agreements, or copies of contracts with the FOP, which will be used by the Participant during the execution of the contract and which confirm the existence of legal relations of the Participant with the relevant employees specified in Tables.

All employees (specialists) who, according to the terms of the tender documentation, must be certified, are provided with scanned copies of the originals of the relevant qualification certificates valid on the final date of submission of the proposal.

Additionally, as part of the tender offer, the participant provides insurance policies to the contract of voluntary third-party liability insurance in the performance of professional activities for certified employees, valid for the construction period, taking into account the level of qualification, in the event of the expiration of the validity period during the period of performance of works - letter- obligations regarding its extension.

***Appendix 6***

***to the tender documentation***

*It is submitted in the form below, on the company letterhead of the participant (if available)*

*The participant must not deviate from this form*

**Reference**

**about the availability of the Bidder's documented experience of performing similar contracts**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No. z/p** | **Name, address and USREOU code of the customer to whom the work was performed** | **The subject of the contract, the date of its conclusion and completion** | **Beginning and completion of works****(year, month**) | **Contract price, hryvnias.** | **Name, position, phone number of the customer's contact person** |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| **…** |  |  |  |  |  |

Add-ons:

* Scanned copies of supporting documents, namely: similar contracts with additional agreements (if any) and acts of completed works for the entire amount of the contract). In the event that the sum of the works performed does not correspond to the indicated value of the contract, provide an explanation.

Experience is considered to meet the conditions under this criterion if the participant has provided at least 2 completed similar contracts (including subcontracting contracts) within the last 5 years, taking into account that the class of consequences (liability) of the object under a similar contract must not be lower class of consequences of the object according to the subject of purchase. .

*Similar contracts are understood to be comparable in composition and nature of works (services), namely the provision of engineering and consulting services at facilities for new construction or reconstruction or restoration or major repair of facilities (buildings).*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

position, surname, initials of the authorized person of the participant (signature)

***Appendix 7***

***to the tender documentation***

*It is submitted in the form below, on the company letterhead of the participant (if available)*

*The participant must not deviate from this form*

**Covenant of Integrity**

[*Name of lead tenderer*] hereby declare and covenant, on our behalf and on that of our joint venture partners, if any, for [*name of the contract*] managed by [*name of promoter*] (the “**Contract**”), that neither we nor anyone, including any of our directors, employees, agents or subcontractors for the Contract, acting on our behalf with due authority or with our knowledge or consent or facilitated by us (together, the “**Associated Entities and Persons**”), nor any of our parent, subsidiary or affiliate companies,

(i) have engaged in any Prohibited Conduct[[3]](#footnote-3) in connection with the tendering process, nor will we or the Associated Entities and Persons engage in such Prohibited Conduct during the execution of the Contract;

(ii) are listed or otherwise subject to EU/United Nations sanctions[[4]](#footnote-4);

(iii) are the subject of a current decision of exclusion by the European Investment Bank;

(iv) during the 5 (five) years immediately preceding the date of this Covenant, have been convicted in any court or sanctioned[[5]](#footnote-5) by any authority (irrespective of whether such conviction or sanction is still in force) of any offence on grounds comparable to Prohibited Conduct in connection with a tendering process or any provision of works, goods or services; or

(v) are excluded or subject to enforcement actions or otherwise sanctioned[[6]](#footnote-6) by the EU institutions or bodies, or any multilateral development bank[[7]](#footnote-7), on grounds comparable to Prohibited Conduct, or have been under such exclusion, enforcement action or sanction the effectiveness of which ceased no more than 5 (five) years immediately preceding the date of this Covenant.

We will immediately inform you if any instance described under (i) to (v) above in respect of us or any of the Associated Entities and Persons comes to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant at any time during the tendering process and, if successful, during the Contract.

We further declare and covenant that, if successful, neither us nor any of the Associated Entities and Persons will act in contravention of EU/United Nations sanctions during the execution of the Contract.

If applicable, we provide below the details of all convictions, exclusions or other sanctions, exclusion/sanctions proceedings, and/or enforcement actions, listed above under paragraphs (i) to (v), in respect of us or any of the Associated Entities and Persons, together with details of the measures taken, or to be taken, to ensure that no Prohibited Conduct is committed in connection with the tendering process or with the execution of the Contract (*if not applicable, please indicate not applicable in the table below*):

|  |  |  |
| --- | --- | --- |
| Name of entity | Details of disclosure | Measures taken or to be taken |
|  |  |  |
|  |  |  |
|  |  |  |

We, or any of the Associated Entities and Persons, have paid, or will pay, the following commissions, gratuities or fees with respect to the tendering process or execution of the Contract [*insert complete name of each recipient, its full address, the reason for which each commission, gratuity or fee was paid, or will be paid, and the amount and currency of each such commission, gratuity or fee*]:

|  |  |  |  |
| --- | --- | --- | --- |
| Name of recipient | Address  | Reason  | Amount  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

For the duration of the tendering process and, if we are successful, for the duration of the Contract, we will appoint and maintain in office an officer who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We grant the [*name of promoter*], the European Investment Bank, and any persons appointed by it and/or any authority or European Union institution or body having competence under European Union law, the right to (i) visit the sites, installations and works, (ii) interview our representatives and any other relevant person and (iii) inspect and copy our books and records in connection with the tendering process or the Contract, and we shall require our Associated Entities and Persons with knowledge of the Contract to respond to questions from the European Investment Bank and to provide to it any information or documents necessary for the investigation of allegations of Prohibited Conduct.

We agree to preserve our books and records and ensure that the books and records of the Associated Entities are preserved generally in accordance with applicable law but in any case, for at least 6 (six) years from the date of tender submission and, in the event, we are awarded the Contract, at least 6 (six) years following the date of substantial performance of the Contract. We shall ensure that in any agreements with Associated Entities concerning the execution of the Contract provisions to the effect of this paragraph are included.

We acknowledge that any failure to comply with the obligations under this Covenant of Integrity (including any omission or misrepresentation, made knowingly or recklessly, of a past conviction, exclusion, other sanction or enforcement action), or any unauthorised amendment to the Covenant, may be considered a breach of the EIB Group Anti-Fraud Policy and thus result in the rejection of our tender for the Contract and/or cause the initiation of exclusion proceedings by the EIB against us and/or any of the Associated Entities and Persons.

**SIGNED by a duly authorised representative with the requisite power and authority to sign on behalf of its company and, in the case of a joint venture bid, on behalf of each member thereof:**

Date:

Name of company:

Name of signatory:

Position of signatory:

Signature:

**Note:** This Covenant must be sent to the Bank together with the contract in the case of an international procurement procedure (as defined in article 3.3.2 of the EIB Guide to Procurement). In other cases, it must be kept by the promoter and available upon request from the Bank.

**This document is being executed in English and Ukraine. The English version is the operative document and the Ukrainian version is for convenience only. To the extent of any inconsistencies between the two versions, the English version shall prevail.**

***Appendix 8***

***to the tender documentation***

**LIST OF DOCUMENTS AND/OR INFORMATION,**

**WHICH ARE SUBMITTED TO PARTICIPANTS OF THE PURCHASE PROCEDURE AS PART OF THE TENDER PROPOSAL**

1. **GENERAL DOCUMENTS:**
	1. **Documents confirming the authority of an official or a representative of a participant in the procurement procedure to sign tender documents -**in accordance with the requirements of clause 1.1 of Section III "Instructions for the preparation of a tender offer" of this tender documentation.
	2. **Charter or other founding document**- in accordance with the requirements of clause 1.2 of Section III "Instructions for the preparation of a tender offer" of this tender documentation.
	3. **Extract from the register of VAT payers or extract from the register of single tax payers**- in accordance with the requirements of clause 1.3 of Section III "Instructions for the preparation of a tender offer" of this tender documentation.
	4. **Certificate of the person who is authorized to sign the purchase contract in case the Participant wins the bidding** - in accordance with the requirements of clause 1.8 of Section III "Instructions for the preparation of a tender offer" of this tender documentation.
	5. **Copies of valid qualification certificates**in accordance with the requirements of clause 1.8 of Chapter III "Instructions for the preparation of a tender offer" of this tender documentation.
	6. **Signed by an authorized person of the Participant**"Professional integrity agreement" in Ukrainian and English - in accordance with the requirements of clause 1.7 of Section III "Instructions for the preparation of a tender offer" and in accordance with the form in Appendix 7 of this tender documentation.
	7. **Written confirmation by the participant in accordance with the requirements of clause 4.10. Section V "Evaluation of tender offers, their rejection and other information"**
	8. **Other general documents (***if the Customer uses additional requirements for the provision of documents (taking into account the first paragraph of the third part of Article 22 of the Law) - it is necessary to define these documents with reference to specific sections of the TD, where the requirements for their submission are formulated).*
2. **DOCUMENTS OF THE QUALIFICATION PART:**
	1. **Documents regarding**availability**ina participant in the procedure for the procurement of appropriately qualified employees who have the necessary knowledge and experience**, drawn up in accordance with the requirements of Clause 5.1 of Section III "Instructions for the preparation of a tender offer" and Appendix 5 of this tender documentation*(in case of application of this criterion by the Customer).*
	2. **Documents confirming the availability**experience in the execution of similar contracts for the subject of procurement, drawn up in accordance with the requirements of clause 5.2 of Section III "Instructions for the preparation of a tender offer" and Appendix 6 of this tender documentation;
	3. **Documents confirming the availability**financial capacity of the participant, drawn up in accordance with the requirements of subsection 5.3 of Section III "Instructions for the preparation of a tender offer".
	4. **Documents on involvement of subcontractors** -- in the case of their involvement in accordance with clauses 1.8, 5 and 7 of Chapter III "Instructions for the preparation of a tender offer" and Appendix 4 of this tender documentation.
	5. **documents,**which confirm the absence of grounds for refusal to participate in the procurement procedure, which are provided when submitting a tender offer - in accordance with the requirements of clause 5.4 of Section III "Instructions for the preparation of a tender offer", in particular, special certificates in an arbitrary form in accordance with the requirements of sub-clause 5.4.2 and Extract of the Unified State Register USR / An extract of the USR in accordance with the requirements of subsection 5.5.4
3. **DOCUMENTS OF THE TECHNICAL PART:**
	1. **Documentary confirmation**compliance of the participant's tender offer with the technical, qualitative, quantitative and other requirements for the subject of procurement in accordance with the requirements of clause 6 of Section III "Instructions for preparing a tender offer" and Appendix 3 of this tender documentation.
	2. **Guarantee letter on the application of environmental protection measures to the subject of purchase**in accordance with the requirements of Clause 6 of Chapter III "Instructions for the preparation of a tender offer" and Appendix 3-A of this tender documentation.
4. **DOCUMENTS OF THE PRICE PART:**
	1. **Tender offer (price)**, drawn up in accordance with the requirements of clause 1 "Content and method of submitting a tender offer" of Section III "Instructions for the preparation of a tender offer" and the requirements and form in Appendix 1 of this tender documentation.

***Appendix 9***

***to the tender documentation***

**LIST OF DOCUMENTS AND/OR INFORMATION,**

**WHICH ARE SUBMITTED TO THE WINNER OF THE PURCHASE PROCEDURE**

**(according to the requirements of Clause 5.5 of Section III "Instructions for the preparation of a tender offer" of this tender documentation)**

1. **Information certificate from the Unified State Register of Persons**, who have committed corruption or corruption-related offenses, according to which no information will be found about corruption or corruption-related offenses of the head of the procurement procedure participant.
2. **Extract (full) from the information and analytical system "Accounting of information on bringing a person to criminal responsibility and the existence of a criminal record"** of the head of the participant in the procurement procedure or a natural person who is a participant - in accordance with the requirements of subsections 5.5.2-5.5.3 of Section III "Instructions for preparing a tender offer".
3. **Reference in an arbitrary form regarding previously concluded contracts and their implementation,** which is issued in accordance with the requirements of subsection 5.5.4 **Section III "Instructions for preparing a tender offer"**
4. **Documents of the winning participant regarding the right to sign the purchase contract** in accordance with the requirements of clause 3 of chapter VI "Results of bidding and conclusion of the purchase contract" of this tender documentation.
1. This draft contract was developed on the basis of the Order of the Ministry of Regionsdated 04/13/2020 No. 89 "On approval of exemplary forms of contracts on technical supervision and on the provision of engineering and consulting services in construction"(<https://ips.ligazakon.net/document/FN060850>) and taking into accountOrder of the Ministry of Development of Communities and Territories of Ukraine dated 01.12.2022 No. 244, which approved[Amendment 2 to the Guidelines on determining the cost of construction, which will enter into force on January 1, 2023.](https://e-construction.gov.ua/laws_detail/2988031810300019759?doc_type=6)In addition, see clarification:<http://www.gitn.org.ua/news/KoshtorisninormiUkrainiNastanovazviznachennyavartostibudivnitstvaOsnovninovatsii/>) [↑](#footnote-ref-1)
2. According to clause 4.32 of the Guidelines on determining the cost of construction, the cost of technical supervision should not exceed 2% of the total of chapters 1 - 9 of the ZKR. [↑](#footnote-ref-2)
3. Corruption, fraud, collusion, coercion, obstruction, theft at EIB Group premises, misuse of EIB Group resources or assets, money laundering or financing of terrorism, all as defined in the EIB Group Anti-Fraud Policy, available at https://www.eib.org/en/publications/anti-fraud-policy and as amended from time to time. [↑](#footnote-ref-3)
4. EU sanctions or restrictive measures pursuant to Chapter 2 of Title V of the EU Treaty and the objectives of the Common Foreign and Security Policy set out in Article 21 of the EU Treaty and Article 215 of the Treaty on the Functioning of the EU, either autonomously or pursuant to the sanctions decided by the United Nations Security Council on the basis of Article 41 of the United Nations Charter. [↑](#footnote-ref-4)
5. Including a fine or any other financial penalty, irrespective of whether paid yet or not. [↑](#footnote-ref-5)
6. Including any decision having an effect similar to conditional non-exclusion, temporary suspension, letters of reprimand, or self-restraint. [↑](#footnote-ref-6)
7. Including the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development, the European Investment Bank and the Inter-American Development Bank. [↑](#footnote-ref-7)