***Sample form\****

**Full name of the customer**

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

 stamp

|  |
| --- |
| **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))**

**for the purchase of works by the subject of the purchase:**

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

**Name of the subject of purchase**

**(**is determined by indicating 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 the resolution of the Cabinet of Ministers of Ukraine dated 12.10.2022 No. 1178 (hereinafter — Features).The terms used in this documentation have the meanings given in the Act and the Specifications.**In the tender documentation in accordance with Part 3 of Article 22 of the Law and paragraph 10 of item 3 of the Features certain additional mandatory conditions are also displayed), the establishment of which is foreseen Finance Contract (hereinafter referred to as the Finance Contract)** 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 | ***{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, provided for by the Law, do NOT apply to purchases within the scope of the URP and the 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 to confirm this requirement, even if the other document is provided in a foreign language without translation. |
| **8** | **The expected cost of the purchase item 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 procurement item, specified 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 purchase of works (contract).3. Appendix 3 -- TECHNICAL TASK for procurement on the subject of 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 works.6. Appendix 5 – Certificate form on the availability of the equipment, material and technical base and technologies necessary for the performance of works under the subject of procurement at the Bidder (*if this criterion is established*).7. Appendix 6 – Certificate form on the availability of employees with appropriate qualifications who have the necessary knowledge and experience at the Participant (*if this criterion is established*).8. Appendix 7 – Certificate form on the presence of the Bidder's documented experience in the execution of similar contracts.9. Appendix 8 – COVENANT of INTEGRITY (in Ukrainian and English).10. Appendix 9 -- ENVIRONMENTAL AND SOCIAL COVENANT (in Ukrainian and English).11. Appendix 10 -- List of documents and/or information submitted by a participant in the procurement procedure as part of a tender offer.12. Appendix 11 -- 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 about holding 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 announcement of holding of open tenders, there were at least four days left before the deadline for submitting tenders.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.The information specified in this paragraph is made public by the customer in accordance with Article 10 of the Law. |
| **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 of 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 a power of attorney of the manager of the participant, which certifies the authority of the authorized person to sign the tender offer and/or purchase agreement, 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 sides for a 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 single tax payers (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 DPS)4. Documents specified in p. 5 of Section III of the tender documentation (except for the documents provided for in subsections 5.6.1 - 5.6.4 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. Documentary confirmation of the provision of security for the tender offer in accordance with the requirements of p. 2 of Chapter III of this tender documentation.8. Signed by the authorized representative of the participant of the Covenant of integrity in Ukrainian and English (Appendix 8).9. Signed by the authorized representative of the participant of the Covenant on the observance of environmental and social standards in Ukrainian and English (Appendix 9).**10. Other documents (taking into account the first paragraph of the third part of Article 22 of the Law):****-**copies of basic licenses, qualification certificates (if the performance of types of work related to the creation of architectural objects is provided for, the responsible executors of which undergo professional attestation) and/or permits for the performance of work issued by an authorized state body necessary for performance of works specified in the technical task, if obtaining licenses and/or permits for the performance of such works is provided for by legislation. Permits, qualification certificates and/or licenses must be valid (provided if the specified works are performed directly by the participant).- in the case of involving a third-party business entity (subcontractor) in the execution of the project, the Participant provides a certificate, in the form according to Appendix 4, with a list of subcontractors that will be involved in the execution of the works with the mandatory provision of copies of permit documents, qualification certificates and/or copies of licenses of such subcontracting organizations and their employees (with a list of works) for carrying out economic activities, necessary for the performance of works to which they are involved, if obtaining licenses, qualification certificates and/or permits for the performance of such works are provided for by law (permits, qualification certificates and/or licenses must be valid).- 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 (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) of such an authorized person).- if the tender offer is submitted by an association of participants, it must include a document on the creation of such an association. 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 moment placement by the customer in the electronic procurement system of a notice with the requirement to eliminate such discrepancies.**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 (Portable Document Format) format, and if not, also in files with the extension ".jpeg", ".doc", ".docx" ", which provide an opportunity to get acquainted 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 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 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 the electronic procurement system with the imposition of a qualified or improved electronic signature , which is based 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 or linguistic turn borrowed from another language;— indication of the unique number of the announcement on conducting a competitive procurement procedure assigned by the electronic system procurement and/or unique number of the notice of intent to enter into 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 his 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 the participant of the procurement procedure as part of the tender, which is certified by 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 the street, city, the name of a legal entity, etc., due to the fact that such names were changed in accordance with the law after the relevant document (documents) 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";— "Kyiv city" instead of "Kyiv city";— "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 (Portable Document Format)". |
| **2** | **Provision of a tender offer** | 1. The requirements and conditions for securing a tender offer are specified in accordance with the order of the Ministry of Economic Development, Trade and Agriculture of Ukraine dated 14.12.2020 No. 2628 "On approval of the form and requirements for securing a tender offer / offer" and the Law (hereinafter - requirements).**Security of the tender offer is provided taking into account the conditions set forth in this clause**.**The size of the security of the tender offer:**\_\_\_\_\_\_\_\_\_\_\_ (indicate the amount in UAH in numbers and letters)\*,**Type of tender offer security: bank guarantee (***a scanned copy of the paper original of the document - a file in PDF or Word format with an overlay of the guarantor's EDS)***or electronic bank guarantee***,* which is provided simultaneously with the submission of the tender offer. The validity period of securing the tender offer is not less than 90 (ninety) calendar days from the day of opening the tender offer, including the day of opening the tender offer.2. The terms indicated in the bank guarantee are used in the meanings defined by the Civil Code of Ukraine, the Law of Ukraine "On Public Procurement", the Resolution of the Board of the National Bank of Ukraine dated December 15, 2004 No. 639 "On Approval of the Regulations on the Procedure for Banks to Carry Out Transactions Under Guarantees in national and foreign currencies" (with changes).3. In the details of the guarantee:1) regarding the full name of the guarantor, the following information is indicated:— full name of the guarantor, his identification code in the Unified State Register of Legal Entities, Individuals — Entrepreneurs, and Public Organizations;— bank code (if available);— location address; postal address for correspondence;— e-mail address of the guarantor, to which documents are received;— SWIFT address of the guarantor;2) regarding the full name of the principal who is a participant in the procurement procedure, the following information is indicated:— full name — for a legal entity;— surname, first name and patronymic (if any) — for a natural person;— identification code in the Unified State Register of Legal Entities, Individuals — Entrepreneurs, and Public Organizations — for the resident principal of the legal entity;— registration number of the taxpayer's account card — for the principal of the natural person — the resident (if available);— series (if available) and passport number (for an individual who, due to his religious beliefs, refuses to accept the registration number of the taxpayer's registration card) or the individual tax number of the value-added tax payer (in the absence of a passport);— location address;3) regarding the full name of the beneficiary, who is the customer, the following information is indicated:— full name of the legal entity; identification code in the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations, its category\*\*;— location address;4) the amount of the guarantee is indicated in numbers and words, the name of the currency - in words;5) in the name of the currency in which the guarantee is provided, the currency in which the guarantee is provided and its numerical and letter code are indicated in accordance with the Classifier of foreign currencies and bank metals, approved by the resolution of the Board of the National Bank of Ukraine dated February 4, 1998 No. 34;6) the date of the beginning of the warranty term shall be the date of issuance of the warranty or the date of its entry into force;7) the date of expiration of the guarantee is indicated;8) the unique number of the announcement on the conduct of the competitive procurement procedure, assigned by the electronic procurement system, in the format UA-XXXX-XX-XX-XXXXXX-X and the name and website of the information and telecommunications system "PROZORRO" are indicated;9) in the information regarding the tender documentation, the following are indicated:— the date of the decision of the customer who approved the tender documentation;— the name of the subject of procurement / part of the subject of procurement (lot) according to the announcement of the competitive procurement procedure;10) the term of payment of funds under the guarantee is specified in working or banking days;4. The guarantee and the contract concluded between the guarantor and the principal cannot contain additional conditions regarding:— requirements for the principal to provide letters or other documents (except for cases where the principal provides a notice to the guarantor about the occurrence of circumstances under which the guarantee term is considered expired;— requirements for third parties to provide letters or documents confirming the occurrence of a warranty event;— the possibility of partial payment of the guarantee amount.5. Amendments to the guarantee may be made in the manner prescribed by the legislation of Ukraine, after which they become an integral part of this guarantee.*\*\*The term "beneficiary category" refers to the customer category in accordance with Part 4 of Article 2 of the Law of Ukraine "On Public Procurement".*The bank guarantee must be irrevocable.The bank's obligation to pay the full amount of tender security (guaranteed amount) upon the first written demand of the Customer (beneficiary), which will include a reference to one of the reasons specified in clause 3 of Section III of this documentation.A bank guarantee that is formulated in a different way, or that contains postponing conditions for its entry into force, is considered as not meeting the requirements of the tender documentation. The customer rejects the tender offer with an indication of the reasoning in the electronic procurement system on the basis of paragraph 4 of sub-clause 1 of item 44 of the Particulars in the event that the participant in the procurement procedure did not provide security for the tender offer, if such security was required by the customer.**In the event that changes are made to the tender documentation, the provision of the tender offer must take into account the changes made and, accordingly, contain a reference to the date of the customer's decision approving the latest version of the tender documentation.** |
| **3** | **Conditions for return or non-return of security for the tender offer** | The security of the tender offer is returned to the participant in the event of: expiration of the validity period of the tender offer and provision of the tender offer specified in the tender documentation;-- conclusion of a purchase contract with the participant who became the winner of the tender;-- withdrawal of the tender offer before its expiration submission;-- the end of the procurement procedure in the event that a procurement contract is not concluded with any of the participants who submitted tender offers.The security of the tender offer is not returned in case of:-- withdrawal of a tender offer by a participant after the deadline for its submission, but before the expiration of the period during which tender offers are considered valid;-- failure to sign the purchase contract by the participant who won the tender;-- the failure of the winner of the procurement procedure to provide documents confirming the absence of the grounds established by Article 17 of the Law (paragraph 47 of the Special Features - during their application) within the time limit specified by part six of Article 17 (paragraph 47 of the Special Features - during their application);-- the failure of the winner of the procurement procedure to provide security for the performance of the purchase contract after receiving a notification of the intention to conclude a purchase contract, if the provision of such security is provided for in the tender documentation.At the request of the participant to whom the tender offer security was provided, the customer shall notify the institution that issued the guarantee to such participant of the occurrence of a reason for returning the tender offer security within five days from the date of occurrence of one of the grounds for returning the tender offer security |
| **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:to reject such a demand without losing the security of the tender offer provided by him;agree to the request and extend the validity period of the tender offer submitted by him and the tender offer security provided.If necessary, the participant of the procurement procedure has the right to extend the validity period of his tender offer on his own initiative, informing the customer about this through the electronic procurement system. |
| **5** | **Qualification criteria for participants** in accordance with Article 16 of the Law **and grounds** established by Article 17 of the Law (Clause 47 of the Special 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 to the participant of the procurement procedure equipment, material and technical base and technologies:**5.1.1. Certificate in the form of Appendix 5 of this documentation, containing information on the main types of equipment, motor vehicles, construction machines and mechanisms of the participant (indicating brands, or types, or models, the number of units, own or involved), which can be used in the performance of works, which is the subject of procurement according to Appendix 3 of this documentation.In order to confirm its compliance with this criterion, the Participant may involve the capabilities of other business entities as subcontractors/co-executors.*The compliance of the submitted proposal according to this criterion is confirmed by the submission of a duly executed certificate in accordance with Appendix 5 and scanned copies of supporting documents as part of the proposal* *(****Comment for the customer: This criterion is applied at the customer's own choice, and in the case of its application, it should be specified what exactly the equipment should be intended for, taking into account the nature and scope of work****)***5.2. The participant of the procurement procedure has employees of appropriate qualifications who have the necessary knowledge and experience:**5.2.1. A certificate in the form of Appendix 6 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.In order to confirm its compliance with this criterion, the Participant may involve the capabilities of other business entities as subcontractors/co-executors.*The compliance of the submitted proposal with this criterion is confirmed by the provision of a duly executed certificate in accordance with Appendix 6 (and scanned copies of supporting documents) as part of the proposal.**(****Comment for the customer****. 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).***5.3. Availability of documented experience in the execution of similar contracts on the subject of contract procurement:**5.3.1. Information certificate on the execution of similar contracts according to Appendix 7 of this documentation.5.3.2. Supporting documents, namely: scanned copies of similar contracts with additional agreements (if available) and acts of completed works for the entire amount of the contract as of the time of completion of the works (Form KB-2c or Form KB-3*or*self-prepared and signed by the customer of the forms of acts of acceptance and handover of the performed contractual works in construction, and in the case of international contracts - other normatively admissible documents on the scope of the works performed and their cost). 5.3.3. Scanned copies of feedback letters from counterparties specified in the certificate on the execution of similar contracts, addressed to the customer of this purchase, with information on the proper execution of the contract, with the addition of supporting documents on the commissioning of completed construction objects.**Relevant work experience: at least 2 completed similar contracts (including subcontracting contracts) within the last 5 years, taking into account that the class of consequences (responsibility) of the object under a similar contract must not be lower than the class of consequences of the object under the subject of procurement.***The compliance of the submitted proposal with this criterion is confirmed by providing, as part of the proposal, a duly executed certificate according to Appendix 7 and scanned copies of the supporting documents specified in subsections 5.3.2-.5.3.3.***5.4. 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):**5.4.1. Copies of the Participant's balance sheets (form No. 1) \*.\*For small business entities – copies of the financial report of the Participant-small business entity (form No. 1-m).5.4.2. For Bidders - legal entities - copies of reports on the Bidder's financial results (form No. 2).\*\*For small business entities – copies of financial reports of the Participant-entity of small business (form No. 2).5.4.3. Copies of cash flow statements. with.*\*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 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 not less than 30% of the expected value of the procurement item specified by the Customer in the advertisement on holding 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).**5.5. Documents confirming the absence of grounds for refusal to participate in the procurement procedure, which are provided when submitting a tender offer:**5.5.1. Absence of grounds for refusal, which are defined in Part 1 of Article 17 of the Law (*by subparagraphs 1-12 of item 47 of the Features - 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 in item 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 sixteenpoint47 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 Clause 47 of the Specifics 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 consideration of the Bidder's tender offer, 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 provides a certificate in an arbitrary form to eliminate such inconsistencies in the submitted information in accordance with Item 43 of the Special 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 engage 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. 4 of this tender documentation.5.5.2. In the event of the participation of an association of participants, confirmation of compliance with qualificationsto the criteria in this clause 5 is carried out taking into account the generalized combined indicators of each participant of such an association on the basis of the information provided by the association. In this case, documentary confirmation of compliance with one or morequalification criteria can be provided in relation directly to the associationparticipants as a whole (as the sum of the qualification data of the members of the association) and/or separately for the participants of such an association (the qualification data of one or another participant correspond to the parameters of the established qualification criterion). At the same time, according to the totality of the information provided, according to the method of documentary confirmation provided for in this tender documentation, the participant of the procurement procedure as a whole must meet the qualification criteria established by the customer in accordance with clause 5 of this Tender Documentation.If the participant in open bidding is a consortium, as a registered legal entity, then documentary confirmation of information on compliance with the qualification criteria must be provided on behalf of the consortium as a bidder.5.5.3. In accordance with the first paragraph of the third part of Article 22 of the Law, taking into account paragraph 10 of item 3 of the Specifics and Financial Agreement for procurement under the URP (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 in the composition offers of information on the absence of the following grounds, namely:-- Certificates in an arbitrary form that the natural person who is a participant in the procurement procedure, the official (official) of the participant in the procurement procedure who signed the tender offer and/or is authorized to sign the procurement contract, the natural person is the ultimate beneficial owner of the legal entity - a participant in the procurement procedure (including a natural person of the ultimate beneficial owner of the founder of such a legal entity, if the founder is another legal entity) – has NOT been convicted of treason or collaborative activity under the laws of Ukraine, and the conviction for such criminal offenses has not been removed or expunged in accordance with the law.-- Certificates in an arbitrary form that the participant of the procurement procedure or the ultimate beneficial owner, member or participant (shareholder) of a legal entity that is a participant in the procurement procedure is NOT 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", except in the case when the assets of such a person are transferred to the Asset Recovery and Management Agency (ARMA) administration in accordance with the procedure established by law, as well as to such a person Current sanctions have NOT been applied 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 average annual income received (arithmetic average value of annual turnover) of a participant in the procurement procedure for the last 2 years, excluding the period of martial law, exceeds 50% of the initial value of the contracts concluded by this participant within the framework of the UERP and/ or URP and which are not completed on the date of submission of such bidder's proposal.*If the participant was not an executor (contractor) under contracts concluded within the framework of UERP and/or URP - information about this is indicated in the certificate in an arbitrary form.**Under the annual received income(the same amount of annual turnover) means all income of the participant during the year: 1) for a 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).5.5.4. 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 URP (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 proposal Extract of Unified State Register USR/Extract of USR, 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, natural persons - entrepreneurs and public formations", or other documents in accordance with the current legislation, confirming the specified information (except for cases when the participant is an individual entrepreneur or the participant is a non-resident).**5.6. Documents to be submitted to the customer by the winner of the procurement procedure:**5.6.1. 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 functionality 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 offense5.6.2. Help containing information about what, the head of the participant in the procurement procedure, an individual who is a participant has NOT been convicted of:-- for a criminal offense committed for selfish reasons (in particular, related to bribery, fraud 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. 5.6.3 Certificate containing information that the head 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 trafficking5.6.4 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 5.6.2-5.6.3 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) *.* 5.7. The winner of the bid must provide the customer with the documents provided for in subsections 5.6.1.-5.6.4 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.Scanned in order in one file (in PDF (Portable Document Format) format), the documents specified in the previous clause 5.6 are provided by attaching the file to the electronic platform. Scanned copies of the 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 Special Features - during their application), the Customer has the right to apply for confirmation of the information provided by the participant/winner of the 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 participant of the procurement procedure with the requirements of the qualification criteria, the existence of grounds defined item 47of 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.* |
| **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.**Information on compliance of the proposed offer with the technical requirements established by the customer in Appendix 3 to this tender documentation must be confirmed by the following documents submitted and signed as part of the tender offer:**- contract price;- summary estimate calculation;- an explanatory note;- local estimates (must be drawn up in accordance with the technical task, taking into account the technological process);- summary list of resources;- the draft calendar schedule of worksThe contract price is calculated in accordance with Section V. "Determining the value of the construction object when drawing up the price of the offer of the participant of the procurement procedure (contract price)" of the estimate norms of Ukraine "Guidelines for determining the cost of construction", approved by the order of the Ministry of Development of Communities and Territories of Ukraine dated 01.11.2021 year No. 281 (with changes and additions).**Information on compliance of the bid offered by the participant with the technical requirements established by the customer in Appendix 3 to this tender documentation,** must be calculated in the AVK software complex, or in the software complex that interacts with it in terms of transferring estimate documentation and calculations. A tender offer that does not meet the Technical Requirements set out in Appendix 3 (in particular, does not contain all types of works or NOT their full scope, NOT all material and technical resources according to the list given in Appendix 3), will be rejected on the basis of paragraph 2 of subparagraph 2 of item 44 Features, 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 a participant in 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. In order to confirm the application of environmental protection measures, the participant must provide, as part of the proposal, a guarantee letter on the application of environmental protection measures according to the form in Appendix 3-A of this documentation.The Participant must understand that in the event that a specific brand or manufacturer or a specific process that characterizes the product or service of a specific business entity, or a trademark, patent, type or specific place of origin or production method is specified in Appendix 3, it is necessary to understand the specified as the possibility of using an equivalent.Reference by the Customer in Appendix 3 to a specific trademark or firm, patent, design of its source of origin or manufacturer may be necessary in accordance with the construction project that has passed state examination. |
| **7** | **Information about the subcontractor (in the case of procurement of works)** | 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 4 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 without losing his tender offer security. 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 applicable legislation 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 20 calendar days from the date of publication of the announcement of open tenders in case of procurement of construction works)***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). In this case, the customer also indicates the size of the minimum price reduction step during the electronic auction with a specific percentage value in the range from 0.5 percent to 3 percent or the corresponding amount in monetary units in the same percentage range from the expected purchase price.**OR*WITHOUT the use of an electronic auction in accordance with clause 37 of the Features (when they are used - according to the justification of the customer specified in the announcement). 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 purchase (payment of taxes, mandatory payments, insurance, costs related to obtaining necessary permits and licenses, etc., delivery conditions), in accordance with the terms of this documentation. |
| **1.1.** | **Auction step** |

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

|  |  |
| --- | --- |
| **The size of the minimum price reduction step, %:** | \_\_\_\_ % |
| **The size of the minimum price reduction step, hryvnias:** |  \_\_\_\_\_UAH |

 |

 |
| **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 any form regarding the prices or cost of the relevant works or the tender offersThe 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:-- achieving savings due to the applied technological process of production of goods, order of service provision or construction technology;-- 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;-- receipt by the participant of the procurement procedure of state aid in accordance with the legislation. |
| **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 security for the tender offer, if such security was required by the customer, and/or lack of information (and/or documents) about the technical and quality characteristics of the procurement item 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 (including expenses related to tender security), and the Customer is not responsible and does not bear any obligations regarding these expenses, regardless of the nature of the conduct and the results of the review tender offer, with the exception of 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 the 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 June 1, 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 said 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 fulfil 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, the ultimate beneficial owner, member or participant (shareholder) of which the Russian Federation/Republic of Belarus/Islamic Republic of Iran, a citizen of the Russian Federation/Republic of Belarus/Islamic Republic of Iran(except those residing in the territory of 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 when the assets are transferred to the management of the National Agency for Identification, Search and Management of Assets Obtained from Corruption and Other Crimes in accordance with the procedure established by law. |
| **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 the one who lives on 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) of which 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 the one who resides on the territory of 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 when the assets are transferred to the management of the National Agency for Identification, Search and Management of Assets Obtained from Corruption and Other Crimes in accordance with the procedure established by law; or offers 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 dated October 12, 2022 No. 1178 "On approval of the features 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" (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 fulfil 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.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 Clause 47 of the Features shall be submitted for each of the participants who are part of the association separately. |
| **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 by the customer, the customer shall, within one working day from the date of adoption of the relevant decision, indicate in the electronic procurement system the grounds for such 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 cancelled 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) no submission of no tender offer for participation in open auctions 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 the purchase 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 from the date of the decision on the intention to conclude the purchase 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 appeals body, the procurement contract cannot be concluded earlier than 5 days from the date of publication in the electronic procurement system 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 (contract)** | 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 may not be changed after its signing until the Parties fulfil 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 of ) 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 code according to the Unified Procurement Dictionary does not correspond to the goods, works or services actually purchased by the customer. |
| **5** | **Additional essential terms of procurement contracts under the Recovery Program of Ukraine (URP)** | **Additional grounds for its termination are an additional essential condition of procurement contracts under the URP/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** | The customer requires the winning participant to submit, no later than the date of conclusion of the contract on the purchase of security for the performance of such a contract - a bank guarantee (*the recommended type of provision according to the Manual on procurement under the URP/UERP*).The amount of security must be \_\_\_\_\_\_\_% (the Customer specifies a specific amount in percentage, which cannot be more than 5%) of the contract value.The bank guarantee must be valid for the entire period of validity of the purchase agreement.A bank guarantee must comply with the provisions of Article 200 of the Economic Code of Ukraine, Article 560 of the Civil Code of Ukraine, the requirements of the Resolution of the Board of the National Bank of Ukraine No. 639 dated 15.12.2004 "On approval of the Regulation on the procedure for banks to carry out transactions under guarantees in national and foreign currencies".Copies of bank documents are attached to the bank guarantee; a document confirming the authority of the person who signed the guarantee (excerpt from the Charter, power of attorney, etc.), certified by the bank.According to official NBU data, the bank to which the guarantee was issued must be solvent and not in liquidation.***If the Winner is a non-resident***, he can provide security for the performance of the purchase contract in the national currency of the Customer's country — hryvnias for the amount\_\_\_%from the value of the contract in the equivalent calculated on the date of issuing the bank guarantee at the official rate of the National Bank of Ukraine.A bank guarantee provided by a non-resident bank must be drawn up in accordance with the unified rules governing the use of the corresponding instrument and officially issued by the International Chamber of Commerce. A bank guarantee provided by a non-resident bank must be notified through a notifying bank that is a resident of Ukraine. As part of the tender offer, the participant submits a document confirming the notification of the bank guarantee provided by the non-resident bank, carried out by the notifying resident bank in electronic form, with the obligatory overlay of the QES of the notifying bank.The customer returns security for the performance of the purchase contract:1) after the successful completion of the procurement procedure of the procurement contract;2) by a court decision regarding the return of the contract security in case the results of the procurement procedure are recognized as invalid or the procurement contract is null and void;3) in the cases provided for in Article 21 of the Features;4) in accordance with the conditions specified in the purchase agreement, but no later than within five banking days from the date of occurrence of the specified circumstances.All expenses related to the provision of security for the performance of the purchase contract are carried out at the expense of the Winner.Funds received as security for the performance of the contract (if they are not returned) are subject to transfer to the relevant budget to the account of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (indicate all the details of the details of the relevant treasury service). |

***Appendix 1***

***to the tender documentation***

**TENDER (PRICE) OFFER**

**FOR PURCHASE BY SUBJECT**

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

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 materials and 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. The warranty period for the completed work is \_\_\_ (number in writing) years.

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

8. Before making a decision about the intention to conclude a purchase contract, your documentation together with our offer (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 fulfil 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.

9. 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.

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

11. If a decision is madeon the determination of our proposal as the most economically advantageous and us, as a participant, the winner of the procurement procedure, we undertake to sign the Contract with the Customer no earlier than 5 days from the date of publicationin the electronic procurement system notification 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 andtender offer of the winner of the procurement procedure.

 12. By signing below, we confirm full, unconditional and unquestionable agreement with all the requirements of the procurement procedure, defined by legislation and in the tender documentation, in particular, additional requirements according to the Implementation GuidelinesPrograms for the recovery of Ukraine, which is financed according to the Financial Agreement 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**

**about the purchase of works**

**(subcontract)**

***contract no***

m. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ **"\_\_\_" \_\_\_\_\_\_\_\_\_ 202\_\_ year**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as "Customer",** acting on the basis of the Regulation approved by \_\_\_\_\_\_\_ No.\_\_\_\_\_\_, the Financial Agreement between Ukraine and the European Investment Bank regarding

**(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)**of the year (hereinafter referred to as the Financial Agreement),**

**OR**

 **-- Emergency credit program for the recovery of Ukraine, ratified by the Law dated 04/22/2015 No. 346-VIII (hereinafter referred to as the Financial Agreement),**

and the Agreement on the transfer of loan funds No.\_\_\_from \_\_\_between\_\_\_\_\_, on the one hand,

and

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***, hereinafter referred to as the "Contractor",** acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the other hand,

together - the Parties, concluded this Agreement on the following.

**1. SUBJECT OF THE AGREEMENT**

1.1. The Customer instructs, and the Contractor undertakes, in accordance with the project documentation and the terms of this Agreement, to perform work with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at the Object.

1.2. Object: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

Location of the Object: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1.3. The essential terms of the contract cannot be changed after its signing until the Parties fulfil their obligations in full, except in the cases provided for by law (clause 19 "Peculiarities of public procurement of goods, works and services for customers provided for by the Law of Ukraine "On Public Procurement", on the period of validity of the legal regime of martial law in Ukraine and within 90 days from the day of its termination or cancellation" approved by the resolution of the Cabinet of Ministers of Ukraine dated October 12 2022 No. 1178 "On approval of the specifics 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") .

1.4. This agreement enters into force from the moment of its signing by the Parties.

**2. TERMS OF WORK PERFORMANCE**

2.1. The contractor will start the work after:

2.1.1. Entry into force of this Agreement.

2.1.2. Obtaining the necessary permits for the start of construction works, Deed of transfer construction site (work front)Customer to the Contractor and project documentation.

2.1.3. Provision to the Customer of an insurance contract concluded between the Contractor and an insurance company acceptable to the Customer for accidental damage to the Facility on which work is being performed, in the form of insurance for a complex of construction, installation and commissioning works. The insurance period is the entire period of performance of works at the facility. In the event that due to objective reasons the term of performance of works will be extended, the Contractor undertakes to extend the term of the insurance contract provided for in this clause of the Agreement.

2.2. The beginning and end of the works is determined by the calendar schedule of works, which is an integral part of the Agreement (Appendix No. 2).

2.3. The contractor can ensure the early completion of the works and their handover to the Customer only with the Customer's consent.

2.4. The terms of performance of works under this contract may not be changed, except in the cases provided for in Clause 19 Special features and taking into account the terms of the Loan fund transfer agreement (LFTA) dated \_\_\_\_No. \_\_\_\_\_.

**3. CONTRACTUAL PRICE**

3.1. The contract price is:

a) Amount without VAT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (sum in writing) UAH.;

b) VAT in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (sum in writing) UAH. (to be filled in if the Contractor is a VAT payer);

Total (sum of lines a and b): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (total sum) UAH.

The contract price is an appendix (Appendix No. 1) to this Agreement.

The contractual price under this Agreement is determined by the Parties as**(dynamic or solid - one of these 2 options is SPECIFIED BY THE CUSTOMER)** and may be adjusted during the execution of works in accordance with the requirements of the current legislation of Ukraine, taking into account clause 19 "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 the resolution of the Cabinet of Ministers of Ukraine dated October 12, 2022. No. 1178 "On approval of the features of public procurement of goods, works and services for customers provided for by the Law of Ukraine "On Public Procurement" (hereinafter - Features), for the period of the legal regime of martial law in Ukraine and within 90 days from the date of its termination or cancellation ".

3.2. The contract price is an essential condition of the Contract and cannot be changed, except in the cases provided by the Features.

3.3. 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".

3.4. Source of funding for works under this Agreement:

co-financing of works under the project from the local budget with VAT – \_\_\_\_\_\_\_\_\_\_UAH. (***It is indicated only in case of such co-financing from the local budget, namely when the cost is greater than approved by Eexpert work group of the Ministry).***

funds of the special fund of the state budget (EIB funds) without VAT - \_\_\_\_\_\_\_\_\_\_\_\_\_UAH; funds from the local budget (VAT coverage) - UAH \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

*Terms of co-financing under this Agreement* ***(Indicated only in the case of such co-financing from the local budget, namely when the cost is higher than approved by the Ministry's expert work group):***

The use of subventions from the state budget to local budgets for the implementation of projects within the framework of the Ukraine Recovery Programme to finance works under this Agreement is carried out after the full use of co-financing of works from the local budget, which is confirmed by copies of the relevant payment instructions with notes on the payment of bodies of the State Treasury Service of Ukraine.

**4. RIGHTS AND OBLIGATIONS OF THE PARTIES**

**4.1. The customer has the right to:**

4.1.1. Refuse to accept completed works in case of detection of defects that exclude the possibility of using the results of such works in accordance with the purpose specified in the project documentation and the Agreement, and the detected defects cannot be eliminated by the Contractor, the Customer or a third party.

4.1.2. To conclude contracts for technical and copyright supervision,services of a consulting engineer (if necessary),as well as other services that will be required for the implementation of the project.

4.1.3. Make changes to the project documentation before the start of work or during their execution in the established order.

4.1.4. To demand free of charge correction of deficiencies arising as a result of violations committed by the Contractor.

4.1.5 To refuse the Contract and demand compensation for damages if the Contractor has not started the work in a timely manner or performs it so slowly that it becomes impossible to complete it within the period specified by the Contract.

4.1.6. To withdraw from the Agreement at any time before the end of the work by paying the Contractor the completed and accepted part of the work.

4.1.7. Initiate amendments to the Agreement, demand termination of the Agreement and compensation for damages in case of significant violations by the Contractor of the terms of the Agreement.

4.1.8. To demand compensation for the damages caused to him due to the violation of the Agreement.

4.1.9. To prematurely terminate this Agreement unilaterally in case of non-fulfilment of obligations by the Contractor, notifying him of this within 10 days.

4.1.10. Do not make payment on the account in case of its improper registration in accordance with p. 12.1.2 of this Agreement (absence of seal, signatures, etc.).

4.1.11. Make changes to the Agreement in connection with changes in legislation by concluding additional agreements.

**4.2. The customer is obliged to:**

4.2.1. Provide the Contractor with access to the Object, transfer the permit and design documentation in accordance with the terms of the Agreement.

4.2.2. To accept properly completed works from the Contractor in accordance with the established procedure and to pay for them in case of acceptance.

4.2.3. Immediately notify the Contractor in writing about the identified deficiencies in the work.

4.2.4. Ensure the conclusion of a contract for technical supervision,services of a consulting engineer (if necessary),as well as other services that will be required for the implementation of the project during the entire period of performance of works at the Facility in the manner established by law.

4.2.5. Require the contractor to promptly inform the EIB of a substantiated accusation, complaint or information regarding Prohibited Conduct in relation to the Contract.

4.2.6. Require the Contractor to keep accounting books and records of all financial transactions and expenditures in connection with the Agreement.

4.2.7. Recognize the right of EIB, as part of the Prohibited Conduct investigation, to review the Contractor's accounting books and records regarding all financial transactions and expenditures in connection with the Contract and to make copies of documents to the extent permitted by law.

4.2.8. Notify the Contractor of the EIB's right to conduct random inspections at various stages of the Contract implementation process, concerning, without limitations:

(A) compliance with the scope of work based on the results of audits or recommendations of the EIB on the provision of technical assistance;

(B) quality of project documentation;

(C) quality of construction works;

(D) the quality of the construction materials used;

(E) the cost of the Agreement;

(F) compliance with Environmental and Social Standards;

(G) procurement generally and compliance with the Procurement Manual;

4.2.9. Notify the Contractor of the right of the EIB and its employees, agents, consultants and advisers to receive appropriate access rights (upon request) to any desired place and any document during the verification of the issues specified in the above clause.

4.2.10 Require the Contractor to facilitate the mission of any technical support consultants engaged by the EIB to provide sectoral advice and monitoring of the Project (in particular, the United Nations Development Program (UNDP), Cowater International).

**4.3. The contractor has the right to:**

4.3.1. Involve subcontractors in the execution of the Agreement.

4.3.2. To stop work in the event of non-fulfilment by the Customer of its obligations under the Agreement, which led to the complication or impossibility of the Contractor's performance of the work.

4.3.3. Demand paymentadvance payment (advance payment)and payment of worksin the manner established by the Agreement.

4.3.4. Reject the Contract in case of changes to the design and estimate documentation that require additional work, the cost of which exceeds 10 percent of the contract price.

4.3.5. Initiate amendments to this Agreement.

4.3.6. In case of non-fulfilment of obligations by the Customer within 30 (thirty) or more calendar days, the Contractor has the right to prematurely terminate this Agreement unilaterally, notifying the Customer within 10 days, and to demand compensation for damages in the cases and in the manner stipulated by this Agreement and/or legislation

**4.4. The contractor is obliged to:**

4.4.1. To ensure the performance of works within the terms established by this Agreement.

4.4.2. To carry out an expert inspection (if necessary as determined by construction regulations) of testing structures, products, equipment, etc., used in the performance of works, and to notify the Customer about this within the terms specified in the Agreement.

4.4.3. Transfer the Object to the Customer in accordance with the law and the Agreement.

4.4.4. Take measures to prevent the transfer of design documentation (copies, copies) to third parties without the Customer's consent.

4.4.5. To ensure the maintenance and transfer to the Customer in the established order of the documents on the execution of the Agreement.

4.4.6. Ensure the coordination of subcontractors' activities, involve them in solving existing problems, create the necessary conditions for the fulfilment of contractual obligations and monitor the progress of their implementation, carry out acceptance of works, represent their interests in relations with the Customer. The Contractor is responsible to the Customer for the actions of subcontractors to the same extent as for his own actions.

4.4.7. To ensure, in the presence of subcontracts, the absence of any legal relations between the Customer and subcontractors during the performance of this Agreement.

4.4.8. To be responsible for attracting workers and engineering technicians in sufficient numbers and with the appropriate qualifications to perform the work.

4.4.9. Be responsible for the quality of the work performed, the materials used, and the equipment.Provide the representative of technical supervision (and the consulting engineer - if there is a relevant contract) access to the construction site.

4.4.10. In a timely manner, eliminate the defects of the works, admitted due to his fault.

4.4.11. Indemnify the Customer for losses caused to the Customer in accordance with the legislation and the Agreement.

4.4.12. To inform the Customer in the established manner about the progress of performance of the obligations under the Agreement, the circumstances preventing its performance, as well as about the measures necessary to eliminate them.

4.4.13. Within one day, inform the EIB, the Ministry of Infrastructure and the Ministry of Finance about receiving a substantiated accusation, complaint or information regarding any declared or suspected cases of Prohibited Conduct of the Contractor, its directors, employees, agents, partners in joint ventures or subcontractors, if any, acting from on behalf of the Contractor with the relevant authority regarding the Subproject.

4.4.14. Keep accounting books and records of all financial transactions and expenses in connection with the Contract and provide them to the Customer upon his written request within 2 working days.

4.4.15. Grant the EIB the right, as part of an investigation into Prohibited Conduct, to review the books and records of all financial transactions and expenditures in connection with the Agreement and to make copies of documents to the extent permitted by law.

4.4.16. Grant the EIB the right, within the framework of the Prohibited Behavior check, to conduct random checks at various stages of the implementation process of the Agreement concerning, without limitations:

(A) compliance with the scope of work based on the results of audits or recommendations of the EIB on the provision of technical assistance;

(B) quality of project documentation;

(C) quality of construction works;

(D) the quality of the construction materials used;

(E) the cost of the Agreement;

(F) compliance with Environmental and Social Standards;

(G) procurement in general and compliance with the Procurement Manual.

4.4.17. Grant the Bank and its employees, agents, consultants and advisors the right to receive appropriate access rights (upon request) to any desired place and any document during the verification of the issues specified in the above clause.

4.4.18 To facilitate the mission of any technical support consultants engaged by the EIB to provide sectoral advice and monitoring of the Project (in particular, the United Nations Development Program (UNDP), Cowater International).

4.4.19. Obey the ban on the purchase of goods, works, and services, which are necessary to fulfil the terms of this Agreement, 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 in cases where the assets are transferred to the National Agency for Identification, Search and Management of Assets Received from Corrupt and Other crimes

4.4.20. To insure the risk of accidental damage to the Object on which work is being performed, in the form of insurance for a complex of construction, assembly and commissioning works. (commissioning works are included if the performance of such works is stipulated by the contract).

4.4.21. The contractor is responsible for providing insurance for his personnel against death, injury and loss of property during the performance of work under the Contract. The contractor provides the workers involved in the work with protective equipment and ensures the availability of fire safety equipment at the Construction Site.

4.4.22. Provide the Customer with security for the performance of the contract in the amount of \_\_% of the value of the contract with a term of validity until the full completion of the works under the contract, and in case of extension for objective reasons of the terms of implementation of this Agreement - to extend the term of validity of such security.

4.4.23 If, during construction, there is a need to perform additional works not taken into account in the project documentation, the Contractor is obliged to inform the Customer about the circumstances that led to the performance of such works and to submit to the Customer proposals with corresponding calculations. The customer considers the specified proposals, makes a decision on the merits and informs the contractor about it. If the Contractor did not inform the Customer in the established manner about the need to perform additional work, he cannot demand from the Customer payment for the additional work performed and compensation for the damages caused to him, unless he proves that such work was necessary in the interests of the Customer, in particular, in connection with with the fact that the work stoppage threatened the destruction or damage of the construction object.

**5. RISKS OF DESTRUCTION OR DAMAGE TO THE OBJECT**

5.1. The contractor bears the risk of destruction or damage to the Object, taking into account the works performed by subcontractors, from the beginning of their execution until the approval of the Act on acceptance of the Object into operation, except in the case of accidental destruction or damage to the Object under circumstances of force majeure.

At the Customer's request, the Contractor submits to him for approval a plan of measures to eliminate the consequences of accidental damage to the construction site. Upon agreement with the customer, the Contractor may involve third parties at his own expense to eliminate the consequences of accidental destruction or damage to the construction object.

5.2. The contractor is responsible for the protection of property (fencing, lighting, etc.), the construction site (front of the works), the work being performed, ensuring security during the entire period of validity of the Agreement until the acceptance of the completed works (construction object) by the Customer. If the Contractor discovers circumstances that threaten the destruction or damage of the construction object through no fault of the Contractor, he is obliged to immediately stop work and notify the Customer of such circumstances. In this case, the Contractor may initiate the introduction of appropriate changes to the contract regarding the terms of performance of works, the contractual price, etc.

5.3. Notification of damage to the Object is sent to the Customer within 2 (two) working days after its discovery. The damage shall be repaired by the Contractor within the terms agreed upon by the Parties, taking into account its complexity and scope.

5.4. The contractor is obliged to take measures to prevent the destruction or damage of the construction object.

**6. PROVISION OF WORKS WITH PROJECT DOCUMENTATION**

6.1. The provision of project documentation is carried out taking into account the provisions of the General Conditions for the conclusion and performance of subcontracts in capital construction, approved by the Resolution of the Cabinet of Ministers of Ukraine dated August 1, 2005 No. 668 (hereinafter - General Conditions), other regulatory documents.

6.2. The customer has the right to make changes to the project documentation, taking into account the conditions specified in clause 53 of the General Terms and Conditions.

6.3. The contractor can provide the Customer with suggestions for improving project solutions. The Customer will consider and provide an answer to the Contractor within 5 (five) days from the date of receipt of offers.

**7. PROVISION OF WORKS WITH MATERIALS, EQUIPMENT AND SERVICES**

7.1. The provision of works with materials, equipment and services is carried out taking into account the provisions of the General Terms and Conditions.

7.2. The Contractor provides materials and equipment for the works. He is obliged to agree with the Customer on suppliers of materials and equipment.

7.2.1. The contractor is obliged to agree in advance in writing with the Customer and the object's balance keeper (if they are different legal entities) the quality parameters and warranty conditions of the equipment, furniture, inventory and equipment provided for by the PCD. For this purpose, the Contractor must send the Customer a letter in which to indicate: the name, location and identification code of the seller/supplier of such goods in the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organizations; product name (equipment / furniture / inventory / equipment); a specific price including VAT; quality parameters and warranty conditions of equipment, furniture, inventory and equipment.

7.2.2. The cost of equipment, furniture and inventory should not exceed the average market price in Ukraine for such goods, which is determined according to the data of the State Statistics Service and/or the Chamber of Commerce and Industry of Ukraine and/or State Enterprise Derzhzvoshininform (in the form of a certificate from one of these organizations or the contractor’s own certificate with reference to sources of confirmation of information in the reference).

7.2.3. If the Contractor does not receive written approval from the Customer for the equipment, furniture, inventory and equipment or its value clearly exceeds the average market price in Ukraine, the Customer refuses to accept such goods.

7.3. The Customer provides the Contractor with water and electricity, provides warehouses and other premises in the amounts provided for in the project documentation.

7.4. The contractor is obliged to eliminate defects in works, materials, and equipment identified by the Customer, relevant state bodies, architectural supervision, technical supervision, consulting engineer (if available) within the time limits determined by acts of inspections, instructions and prescriptions, and to inform the Customer.

7.5. The contractor is obliged to inform the Customer in writing about the current inspections and tests of works, materials and equipment and to provide information about their results, measures taken to eliminate the identified deficiencies after receiving a corresponding request from the Customer.

**8. ENGAGEMENT OF THE WORKFORCE**

8.1. The involvement of the labor force in the performance of works is fully ensured by the Contractor in compliance with the provisions of the General Terms and Conditions.

8.2 The contractor will ensure that all employees comply with labor legislation, create the necessary working and rest conditions for them, conduct necessary briefings, etc.

8.3. The Customer has the right to demand from the Contractor, with appropriate justification, the suspension of workers and engineering technicians from the performance of work in cases of insufficient qualifications, violations of discipline, violations of safety rules and regulations.

**9. ORGANIZATION OF WORK PERFORMANCE**

9.1. According to the act, the Customer hands over the Object and all accompanying documentation to the Contractor within 2 (two) working days from the date of entry into force of the Agreement.

9.2. The contractor can use the facility 24 hours a day for the period of work.

9.3. The contractor will ensure the performance of the work in accordance with the calendar schedule for the performance of the work. The contractor is obliged to take measures to eliminate the backlog of works, if any. The contractor ensures complete, high-quality and timely management of executive documentation provided for by regulatory documents.

All current information about the progress of work execution in the specified volumes and order is recorded by the Contractor in the work execution log. The responsibility for keeping the log rests with the person who is the authorized representative of the Contractor at the construction site. The customer can familiarize himself with the procedure for maintaining documentation at any time. The Customer's requirements regarding detected violations are entered in the logbook of work performance.

9.4. The Contractor will notify the Customer of the occurrence of circumstances threatening the performance of the Agreement immediately from the moment of their occurrence. Within 3 (three) days from the date of receipt of the notification from the Contractor, the Customer will provide him with an answer regarding the decisions made and planned measures.

9.5. The Contractor will provide the Customer with the information specified in Clause 73 of the General Terms and Conditions on a monthly basis. The volume of information must be sufficient for the analysis of the state of implementation of the Agreement, the identification of existing problems, and the adoption by the Customer of the necessary measures to eliminate them. The customer has the right to request the information he needs out of turn.

9.6. The contractor, in accordance with the procedure defined by regulatory documents and the Agreement, keeps and hands over to the Customer after the completion of the work documents on the execution of the Agreement. The contractor is obliged within 2 (two) working days after the completion of the work to free the Object and its adjacent territory from garbage, construction machines and mechanisms, temporary structures and premises.

9.7. If the Contractor does not do this within the specified time, the Customer has the right to warn the Contractor about the specified violation, determine the necessary period for its elimination and, in the event of failure by the Contractor to take measures, to vacate the Object and the adjacent territory on its own or with the involvement of third parties. Reimbursement of incurred expenses is carried out at the expense of the Contractor.

9.8. Other obligations of the Parties regarding the organization of work performance correspond to the provisions of the General Terms and Conditions.

**10. PROCEDURE FOR PERFORMING CONTROL OF THE QUALITY OF WORKS AND MATERIAL RESOURCES BY THE CUSTOMER**

10.1. The Customer's control over the quality of works, materials, and equipment will be carried out in accordance with regulatory requirements and provisions of the General Terms and Conditions.

10.2. Works and material resources used for their implementation must comply with the requirements of normative legal acts and regulatory documents in the field of construction, project documentation and the Agreement.

10.3. In order to control the compliance of works and material resources with the established requirements, the Customer ensures the implementation of technical supervisionand provision of consulting engineer services(if necessary) by construction in accordance with the procedure established by law. The customer monitors the progress, quality, cost and scope of work in accordance with the Civil Code of Ukraine and the Agreement.

10.4. To carry out technical supervision and control over the execution of works, the Customer engagesresponsible persons(definedthemin accordance with the Manual "National Procurement Procedures" approved by the European Investment Bank, specialized organization or specialist), withasnamed afterandThe customer concludes an agreement on the provision of technical supervision servicesand consulting engineer. The contractor is obliged at the request of the Customer or persons who, in accordance with the contracts, carry out technical supervisionand control, to providenecessary information and documents. In the event of non-compliance of the performed works with the established requirements, the Customer makes a decision to eliminate the deficiencies made by the Contractor or to stop the execution of the works.

10.5. The contractor, in case of discovery of non-compliance of the resources with the established requirements, is obliged to replace them immediately. Works performed using resources that do not meet the established requirements are not paid for by the Customer.

**11. FINANCING OF WORKS**

11.1. The procedure and terms of financing under this Agreement are determined by the Resolution of the Cabinet of Ministers of Ukrainedated December 4, 2019 No. 1070 "Some issues of pre-payment of goods, works and services purchased with budget funds by managers (recipients) of budget funds", Resolution of the Cabinet of Ministers of Ukraine dated 12/27/2001 No. 1764 "On Approval of the Procedure for State Funding of Capital Construction", the terms of this Agreement and the Plan for financing the completed works agreed upon by the Parties (Appendix No. 3), which is an integral part of the Agreement. The financing plan for the completed works is drawn up taking into account the calendar schedule for the execution of works and the procedure for making calculations for the completed works.

11.2. The sources of funding for works under this contract are subventions from the state budget to local budgets for the implementation of projects within the framework(***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 Lawof Ukraine No. 1645-IX dated July 14, 2021, 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 Ukrainefrom November 25, 2015 No. 1068 and dated May 8, 2019. No. 378.*

**12. CONDUCT OF CALCULATIONS FOR PERFORMED WORKS**

12.1. Payment forcompleted work is carried outthrough advance payment (advance payment) (if necessary and in accordance with Clause 12.2 of this Agreement) and current payments. Intermediate calculations for completed works are carried out by the Customer within the limits of no more than 95 (ninety-five) percent of their total value at the Contractual price on the basis of signed acts of acceptance of completed construction works (Forms - KB-2c), certificates of the cost of completed construction works and expenses (Forms - KB-3), and/or signed acts of acceptance and transfer of equipment and invoice for payment. Acts of acceptance of completed construction works (Forms - KB-2v), certificates on the cost of completed construction works and expenses (Forms - KB-3), acts of acceptance and transfer of equipment are signed by the Customer if he has all the necessary executive documents. The contractor provides together with forms KB-2b, KB-3 (in 4 copies) to the Customer up to 25of the current month, on paper and magnetic media, documents confirming the performance of work, all necessary executive documentation (certificates for the materials used, passports for structures and equipment, warranty documents, acts for hidden works, documents confirming the actual expenses for a business trip, etc. )of used materials and equipment with an indication of the cost, certified by the manager's signature and seal.

12.1.1. Acts of acceptance of completed works are accepted by the Customer as the works are completed.

12.1.2. Requirements for issuing invoices for payment:

1) The bill (invoice) as a basis for payment must contain:

date and place of assembly; the name and details (including bank details) of the Contractor;

the name, address and USREOU of the Customer;

content and scope of the business transaction with reference to:

a) an act of acceptance of the completed works and a certificate of the cost of the completed works (No., date) - if it is payment upon completion of the works; or

b) clause of the Agreement regarding the advance - if it is an advance payment;

the total cost of the business operation (excluding VAT, VAT, including VAT, currency) if it is a payment based on the fact of performance of works;

the amount of the previously paid and not closed advance, which is deducted from the amount due for payment of the account (invoice) (without VAT, VAT, including VAT, currency) - if it is a payment based on the fact of performance of works;

the amount due on this account (invoice) (without VAT, VAT, including VAT, currency);

the positions of the persons responsible for the implementation of the economic transaction and the correctness of its registration;

a personal signature or other data that make it possible to identify a person who participated in the implementation of an economic transaction.

Contract/payment currency;

Terms of payment of the invoice - 45 (forty-five) calendar days from the date of issue of the invoice, provided that the composition of accompanying and payment documents and the terms of their submission for approval, determined by the Agreement on the transfer of loan funds from \_\_\_\_ No. \_\_\_\_\_.

12.2.The customer has the right to make a preliminary payment (advance payment) taking into account the requirements of the Cabinet of Ministers of Ukrainedated December 27, 2001 No. 1764 "On approval of the Procedure for state financing of capital construction" (in particular, clause 19 of the Procedure)and dated December 4, 2019, No. 1070 "Some issues of pre-payment of goods, works and services purchased with budget funds by managers (recipients) of budget funds", in the amount of no more than30percent of the cost of the annual volume of work.The contractor undertakes to use the received advance for the purchase and supply of materials, structures, and products necessary for the performance of the work within three months after receiving the advance. At the end of the three-month period, the unused amounts of the advance are returned to the customer.

12.3. In the event that the Contractor requires an advance payment (advance payment), the Contractor must provide the Customer with an irrevocable bank guarantee for the return of the advance payment (advance payment) in an amount equivalent to the amount of the advance payment ( advance payment), with the validity period until the full crediting of the advance payment (advance payment) in accordance with the acts of acceptance of the completed construction works or the return of the amount of the advance payment by the Contractor payment (advance payment) in accordance with Clause 12.4 of the Agreement, but not less than 4 (four) calendar months (including 30 (thirty) days for the Customer to exercise the right to receive funds from this guarantee). The terms of the guarantee may provide for a proportional reduction of the amount of the guarantee for the amount of accepted works according to the acts of acceptance of completed construction works.

12.4. In the event of non-fulfilment of contractual obligations by the Contractor within the period specified in p. 12.2 of this Term Agreement, the amounts of advance payment received are either returned by the Contractor to the Customer on the accounts that will be notified to the Contractor by the Customer, or are received by the Customer under a bank guarantee of the return of the advance payment.

12.5. Final settlements between the Customer and the Contractor in the amount of 5 (five) percent of the Contract Price are made within 45 (forty-five) calendar days after the registration of the declaration of readiness of the Facility for operation.

12.6. The cost of the performed work, which is subject to payment, is determined taking into account the volume of the performed work, all components of the cost of the work, calculated in the contract price, confirmed by the relevant documents.

In the case of detection of non-compliance of the works presented for payment with the established requirements, overestimation of their volumes or incorrect application of estimation norms, current prices and other errors that affected the price of the performed works, the Customer has the right to adjust the amount to be paid with the participation of the Contractor.

12.7.The parties agree that under this Agreement, the Customer has the right to defer payment for the work performed, the period of deferment of payment for the work performed under this Agreement is counted from the date of termination or cancellation of martial law in Ukraine and 180 (one hundred and eighty) calendar days after such termination or cancellation.

12.8. In compliance with the requirements of the Financial Agreement and the Agreement on the Transfer of Loan Funds, when drawing up the primary accounting documents and conducting calculations, the Customer will carry out a check on the irrelevance of the Contractor, its officials and participants in the ownership structure, as well as the servicing bank of the Contractor, its officials and participants in the structure property to the list of persons against whom sanctions have been imposed by Ukraine, the European Union, and the United Nations. It is prohibited to provide any funds to any Sanctioned Subject or for the benefit of the Sanctioned Subject directly or indirectly.

**13. ACCEPTANCE AND TRANSFER OF FINISHED WORKS**

13.1. Acceptance and handover of finished works will be carried out in accordance with the requirements of the General Terms and Conditions and other regulatory acts that regulate the acceptance of finished objects into operation.

13.2. Defects in the completed works, discovered in the process of acceptance and handover of finished works, which arose due to the fault of the Contractor, must be eliminated by the Contractor within the terms specified by the Customer. If the Contractor is unwilling or unable to eliminate these deficiencies, the Customer may warn the Contractor of his breach of his obligations, and, if the Contractor has not taken the necessary measures to remedy the situation without delay, eliminate the deficiencies on his own or with the involvement of third parties at the Contractor's expense.

13.3. If the Contractor has completed the work, and the Customer has not paid according to the Agreement, the Contractor has the right to withhold the transfer of the finished work to the Customer.

13.4.The customer has the right to refuse to accept the work in case of detection of defects that cannot be eliminated or cannot be eliminated within the time limit specified in the Act of identified defects in the completed works, or in the event that a violation of the terms of performance of the work (phase of the work) occurs and lasts more than 30 (thirty) calendar days. In this case, the Customer has the right to unilaterally terminate the Agreement, which is considered terminated from the date of receipt by the Contractor of the corresponding written notice of termination of the Agreement.

In this case, the Contractor shall compensate the Customer for damages incurred in connection with the Contractor's improper performance of the terms of the Agreement, and the Customer shall have the right to demand the return of all funds paid to the Contractor in connection with the performance of this Agreement, including, but not limited to, the advance payment (advance payment) and other payments made to the Contractor.

By signing this Agreement, the Parties agree in advance with the Customer's unconditional right to terminate this Agreement in accordance with the procedure specified in this clause, and in the event of the occurrence of relevant circumstances and the fulfilment of the requirements of this clause, the Parties agree that the Agreement is considered terminated and the Contractor agrees to this unconditionally and irrevocably and does not have the right to refer to the validity of the contract or challenge the Customer's right to terminate this Contract

**14. GUARANTEE PERIOD OF THE QUALITY OF THE COMPLETION OF THE WORK (OPERATION OF THE FACILITY) AND THE PROCEDURE FOR REMEDYING DISCOVERED DEFECTS (DEFECTS)**

14.1. The relations of the Parties related to the provision of warranty terms for the quality of the object's operation) and the elimination of identified deficiencies (defects) are governed by the provisions of the General Terms and Conditions.

14.2.The warranty period is \_\_\_\_\_\_\_\_\_\_\_\_ years (the customer specifies the period taking into account Article 884 of the Civil Code of Ukraine and taking into account the types of work performed) from the date of acceptance of the object by the customer. The date of signing the act of acceptance of the completed works is considered the beginning of the warranty period. The warranty period is extended for the time during which the object could not be operated due to defects for which the Contractor is responsible.

14.3. In the event that defects (defects) are detected in the completed works during the warranty period, the Customer shall notify the Contractor within 3 (three) working days after their detection and invite him to draw up an act on the procedure and time frame for eliminating the detected defects (defects).

14.4. If the Contractor does not appear without valid reasons within the time limit specified in the invitation, the Customer has the right to involve independent experts in drawing up the report, notifying the Contractor thereof. An act drawn up without the Contractor's participation is sent to him for execution within 2 (two) working days after drawing it up.

14.5. The contractor is obliged to eliminate the deficiencies (defects) dependent on him at his own expense within the terms and in the order specified in the act on their elimination.

14.6 If the Contractor does not ensure the fulfilment of this requirement or violates the terms of its fulfilment, the Customer has the right to make a decision, having previously notified the Contractor about it, to eliminate the shortcomings (defects) by his own efforts or with the involvement of third parties with reimbursement of costs and losses incurred at the expense of the Contractor.

**15. RESPONSIBILITY OF THE PARTIES FOR BREACH OF OBLIGATIONS UNDER THE AGREEMENT AND DISPUTE SETTLEMENT PROCEDURE**

15.1. The Parties are responsible for breaching the obligations of the Agreement and settle disputes in accordance with the legislation and terms of the Agreement.

15.2. Types of violations and possible sanctions for them established by the Agreement:

- for delays in the execution of works, the Contractor shall pay to the Customer a penalty in the amount of 0.1 percent of the cost of the works, the execution of which is delayed, for each day of the delay, but not more than 10 (ten) percent of the total value of the Contract;

- for a delay of more than 30 (thirty) days, the Contractor shall additionally pay the Customer a fine in the amount of 7 (seven) percent of the cost of the works whose performance is delayed;

- in the event of substandard performance of work under the Contract, the Contractor, within the warranty period provided for by the current legislation of Ukraine, shall at his own expense eliminate deficiencies caused by substandard work.

Payment of fines and fines does not release the Contractor from his obligations regarding the performance of this Agreement.

15.3. The parties undertake to make efforts to resolve disputes in a pre-trial manner. In the case of resolving disputes in court, the Parties will apply to the court at the location of the Object.

**15-1. ENSURING THE FULFILMENT OF THE CONTRACTOR'S OBLIGATIONS**

15-1.1. Fulfilment of obligations under the contract is ensured by a bank guarantee, which must be valid until the completion of works on the object.

The Contractor, in order to ensure the fulfilment of his obligations under the Agreement to the Customer, provides the latter, at the time of signing the Agreement, an original bank guarantee for ensuring the performance of the Agreement in the currency of payment - hryvnia (hereinafter - bank guarantee).

Circumstances that determine the right of the Customer under the Contract to apply to the guarantor bank with a demand for payment of the amount of the bank guarantee are non-fulfilment or improper fulfilment by the Supplier of any of its own obligations under the Contract or actions (inaction) of the Contractor specified in sub-clause 15-1.5 of this Agreement.

15-1.2. The amount of the bank guarantee is \_\_\_\_% of the contract value.

15-1.3. All expenses related to the provision of a bank guarantee shall be paid for by the Contractor.

15-1.4. In the event that, during the term of the Agreement, the guarantor bank that issued the bank guarantee provided by the Contractor is classified as insolvent banks and determined to be insolvent in accordance with the procedure established by law, or other circumstances arise that negatively affect the ability of the guarantor bank to perform obligations under the bank guarantee provided by the Contractor, the Contractor is obliged to provide the Customer with a bank guarantee from another bank on the terms specified in this Agreement, in a period not exceeding 10 (ten) working days from the date of adoption of a decision by the National Bank of Ukraine regarding the classification of the guarantor bank as insolvent or the occurrence of circumstances that negatively affect the ability of the guarantor bank to fulfil its obligations under the bank guarantee provided by the Contractor.

In the event that the Contractor does not provide a bank guarantee from another bank under the conditions specified in this clause of the Contract, the Contractor is obliged to pay a fine to the Customer in an amount equal to the amount of the bank guarantee specified in the Contract, and the Customer does not make payment for its monetary obligations , which arose under the Agreement, for the period until the payment of the specified penalty by the Contractor, while the specified non-payment is not a violation of the Agreement or late payment, but The customer does not bear any responsibility and obligations for such actions.

15-1.5. In the event of the occurrence of the circumstances specified in this subsection, which lead to the right to appeal to the guarantor bank with the demand to pay the amount of the bank guarantee in favor of the Customer, such bank guarantee shall not be returned to the Contractor. The performance security of the contract is not returned by the Customer to the Contractor in the event that the Contractor does not fulfil its obligations under this contract in whole or in part, namely:

- Non-compliance with the conditions and deadlines for the performance of works specified in the contract, taking into account clause (add a link to the items for which the deadlines may be changed), which leads to a delay in signing the act of completed works for more than 30 calendar days due to the fault of the Contractor;

- Early termination of the contract by the Customer in the event that the Contractor does not fulfil or improperly fulfils its obligations under this contract;

- Early termination of the contract at the initiative of the Contractor, subject to the fulfilment of the provisions of the contract by the Customer.

The fact of non-fulfilment or improper fulfilment by the Contractor of his obligations under the contract is confirmed by documents, which indicate the Contractor's non-compliance with the terms of the contract.

15.1-6. The bank guarantee must testify to the unconditional and irrevocable obligation of the bank - the guarantor to pay the full amount of the bank guarantee, which is specified in the Agreement, in favor of the Customer, at the request of the Customer, in the event of:

- the occurrence of circumstances of non-performance (improper performance) by the Contractor of any of his own obligations under the Agreement;

- actions (inaction) of the Contractor, which led to the impossibility of further execution of the Agreement.

15-1.7. The Customer sends a letter of demand to the Bank (if the security of the contract is provided in the form of a bank guarantee) or another financial institution for the payment of the sum of money in accordance with the guarantee issued by it for the security of the Contract and to the Contractor for non-return of the security of the contract.

The term of consideration by the guarantor bank of the Customer's demand for the payment of the amount of the bank guarantee in its favor, according to the terms of the latter, should be no more than 5 (five) working days from the date of receipt of such demand by the guarantor bank.

In case of non-compliance of the provided bank guarantee with the requirements specified in this Section of the Agreement, the bank guarantee is inappropriate and is considered as not provided under the Agreement.

Funds received by the Customer as security for the performance of the Agreement under a bank guarantee (in the event that they are not returned to the Contractor) are not the Contractor's fulfilment of obligations under the Agreement, are not offset against the Contractor's other obligations under the Agreement, and do not exempt the Contractor from performance terms of the Agreement, including payment of the full amount of fines (liability) and damages under the Agreement.

15-1.8. In the event that the Parties conclude an additional agreement on the extension of the term of performance of works under this Agreement or the validity of this Agreement, the Contractor must extend the term of the guarantee of the performance of the contract (provided that the guarantee of the performance of the contract is provided in the form of a bank guarantee - changes to it are provided to the Customer) until the date of conclusion of the additional agreements At the same time, the validity term (term) of ensuring the performance of the contract must not be less than the term of validity of the Contract, taking into account changes.

15-1.9. The customer shall return the security for the performance of the purchase agreement no later than within five banking days after:

- execution of the Agreement in full and transfer by the Contractor to the Customer of a complete set of executive documentation for the Object;

- if the court recognizes the results of the procurement procedure or the procurement contract as invalid;

- in the cases stipulated by Article 43 of the Law and Item 21 of the Particulars.

The bank guarantee under the Agreement is returned to the Contractor after receiving a written request from the Contractor and taking into account the grounds specified in Article 27 of the Law of Ukraine "On Public Procurement".

**15-2. PROCEDURE FOR ENGAGEMENT OF SUBCONTRACTORS***(specified in the case of involving subcontractors)*

15-2.1. Involvement of subcontractors is carried out by the Contractor in agreement with the Customer. The customer may refuse such approval with a written justification of his decision.

15-2.2. The contractor is responsible for the results of the subcontractors' work and acts as the general contractor before the customer, and as the customer before the subcontractors.

15-2.3. The contractor is responsible to subcontractors for non-fulfilment or improper fulfilment of their obligations under this Agreement, and to the customer for non-fulfilment of obligations by subcontractors.

15-2.4. The contractor coordinates the execution of work by subcontractors on the construction site, creates conditions and monitors their fulfilment of contractual obligations.

**16. CIRCUMSTANCES OF FORCE MAJEURE**

16.1. The Parties are released from responsibility for non-fulfilment or improper fulfilment of obligations under this Agreement in the event of force majeure circumstances that did not exist at the time of concluding the Agreement and arose beyond the control of the Parties.

Circumstances of force majeure (force majeure) are defined by the Law of Ukraine "On Chambers of Commerce and Industry in Ukraine".

The Contractor's lack of funds or relevant authorization documents required to fulfil obligations under this contract are not circumstances of force majeure (force majeure).

16.2. A party that cannot fulfil its obligations under this Agreementbecause ofin the event of force majeure circumstances, shall, no later than within 10 (ten) working days from the moment of their occurrence, notify the other Party of this in writing with the provision of supporting documents in accordance with clause 16.3 of this agreement.

16.3. Proof of the occurrence of circumstances of force majeure (force majeure) and their validity period are the relevant documents issued by the Chamber of Commerce and Industry of Ukraine or relevant competent authorities.

16.5. In the event that the period of force majeure continues for more than 60 (sixty) days, each of the Parties has the right to terminate this Agreement in accordance with the established procedure. The final deadlines for the fulfilment of the Parties' obligations under this Agreement are adjusted for a period equal to the time during which force majeure circumstances prevented the fulfilment of the Parties' obligations. In case of prepayment, the Contractor shall return the money to the Customer within 3 (three) working days from the date of termination of the contract. Unspent prepayment funds are returned by the Contractor to the Customer on the accounts that will be notified to the Contractor by the Customer.

**17. AMENDMENT OF AGREEMENT AND ITS TERMINATION**

17.1. The Agreement is amended by changing or supplementing its terms at the initiative of any Party on the basis of an additional agreement that is an integral part of the Agreement.

17.2. 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 canceled in court;

 - the presence of evidence, confirmed in court, regarding the violation of contractual obligations by the Contractor in accordance with the Agreement on Professional Integrity (Appendix No. 5 to the Agreement);

 other grounds provided for by law.

17.3. In case of termination of the Agreement due to termination of works, the Customer shall pay the Contractor for the works performed and accepted by acts at the time of termination of the Agreement.

17.4.The essential terms of the purchase agreement cannot be changed after its signing until the parties fulfil their obligations in full, except for the cases specified in clausem 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.

**18. DURATION OF THE AGREEMENT**

18.1. This Agreement is considered concluded and enters into force after signing by the Parties in accordance with clause 1.4 of this Agreement and is valid until the year \_\_\_\_\_\_\_\_\_\_\_\_\_\_, in terms of the fulfilment of the obligations of the Parties - until the Parties fully fulfil their obligations under this Agreement, and in terms of guarantee obligations - before the end of the warranty period for work.

18.2. Expiry of the Agreement does not release the Parties from responsibility for its violation, if this occurred during the Agreement's validity.

**19. OTHER TERMS OF THE AGREEMENT**

19.1. The relations of the Parties, which are not regulated by this Agreement, are regulated by the current legislation of Ukraine.

19.2. 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.

19.3. 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.

19.4. In the event of a change in its name, organizational legal form, tax payer status, legal or actual address, bank or other details, the Party must notify the other Party in writing (including using facsimile means) within \_\_ working days from the moment the occurrence of relevant changes, but no later than the last working day of the reporting month in which the changes occurred, with mandatory provision of copies of documents confirming the relevant change (changes).

19.5. None of the Parties has the right to transfer its rights and obligations under this Agreement to third parties without the written consent of the other Party.

19.6. 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.).

19.7. 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".

19.8. The contract is concluded in 2 (two) copies, which have the same legal force - one copy for each Party.

Appendices (an integral part of this contract):

No. 1. Contractual price.

No. 2. Calendar schedule of works.

No. 3. Plan for financing the completed works.

No. 4. Summary estimate of the cost of construction.

No. 5. "Professional Integrity Covenant" (with signature and seal in English and Ukrainian).

No. 6. "Covenant on compliance with environmental and social standards" (with signature and seal in English and Ukrainian).

**20. LOCATION AND BANK DETAILS OF THE PARTIES**

|  |  |
| --- | --- |
| **Customer** | **Contractor** |
|  |  |

Stamp Stamp

(if available) (if available)

**Annex #1. Negotiable price**

*Appendix No. 1*

 *to Agreement No. \_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_*

(It must be drawn up in accordance with the provisions of the Estimates Standards of Ukraine "Guidelines for Determining the Cost of Construction".)

**Annex #2. Calendar schedule of works**

*(Below is a sample form of appendix 2)*

*Appendix No. 2*

 *to Agreement No. \_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_*

**Calendar schedule of works**

*\_\_\_\_\_\_\_\_\_\_\_*[specify the name of the project]\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
| No. z/p | Title of works | Year | Year*(if transitive)* |
| Month 1 | Moon 2 | … | … | … |
| 1 | *…* |  |  |  |  |  |
| 2 | … |  |  |  |  |  |
| 3 | … |  |  |  |  |  |

*(Notes on filling:*

*cells for months/periods in which work is expected to be performed can be drawn in dark colour;*

*months/periods are counted from the date of entry into force of the Agreement in accordance with clause 1.4 of the Agreement)*

**From the Contractor:** \_\_\_position\_\_\_ \_\_\_\_*signature*\_\_\_\_\_ Full name

Stamp

**From the Customer:** \_\_\_position\_\_\_ \_\_\_\_*signature*\_\_\_\_\_ Full name

Stamp

**Annex #3. Financing plan for completed works**

*(Below is an example form of appendix 3)*

*Appendix No. 3*

 *to Agreement No. \_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_*

**Financing plan for completed works**

*\_\_\_\_\_\_\_\_\_\_\_*[specify the name of the project]\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. z/p | Period | Name | Total amountwith VAT,UAH | VAT,*UAH* | Amount without VAT,UAH |
|  | **Year** |  |  |  |  |
| 1 | *Month 1* | **Advance payment** |  |  |  |
| 2 | *Moon 2* | *stage of work* |  |  |  |
| 3 | *…* | … |  |  |  |
|  | **Year***(if transitive)* |  |  |  |  |
|  | *Month 1* | *stage of work* |  |  |  |
|  | *Moon 2* | … |  |  |  |
|  | *…* |  |  |  |  |
|  |  | **Total:** |  |  |  |

*(Note on completion: months/periods are counted from the date of entry into force of the Agreement in accordance with clause 1.4 of the Agreement)*

**From the Contractor:** \_\_\_position\_\_\_ \_\_\_\_*signature*\_\_\_\_\_ Full name

Stamp

**From the Customer:** \_\_\_position\_\_\_ \_\_\_\_*signature*\_\_\_\_\_ Full name

Stamp

**Annex #4. A consolidated estimate of the cost of construction**

*(Must be drawn up in accordance with the regulations* **Estimating norms of Ukraine "Instructions on determining the cost of construction"** *according to* contract price)

**Appendix No. 5. Covenant of Consent on Professional Integrity**

*(Must be drawn up in accordance with Appendix 8 to the Tender Documentation, with the signature of the authorized person and the seal of the Contractor, in English and Ukrainian)*

**Annex #6. Covenant on compliance with environmental and social standards**

*(Must be drawn up in accordance with Appendix 9 to the Tender Documentation, with the signature of the authorized person and the seal of the Contractor, in English and Ukrainian)*

***Appendix 3***

***to the tender documentation***

**TECHNICAL TASK**

**for purchase by subject**

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

*(Here is a technical task regarding the subject of procurement, which is the execution of construction works (new construction, reconstruction, restoration, capital repair) of objects, the technical task includes:*

*- an explanatory note to the construction project, developed by specialists who meet the current qualification requirements in Ukraine for the professions of employees of the corresponding qualification category, and approved in accordance with the legislation,*

*-- information on scope of work;*

*- a report on the examination of the construction project, conducted by an expert organization with the involvement of experts who meet the current qualification requirements in Ukraine for the professions of employees of the relevant qualification category, in cases where the examination of the construction project is provided for by legislation.*

***(These documents are OR included in the file with the tender documentation, OR uploaded to the "PROZORRO" OR as a link (only for the expert report) on the Portal of the state electronic system in the field of construction (https://e-construction.gov.ua/). The customer, depending on the specifics of the object, may also choose to add*** *basic drawings (master plan, architectural and construction solutions, technological solutions) and specifications of materials and resources).*

**Note: If in this specification there is a reference to a specific brand or firm, patent, design or type of product, then it is considered that the specification contains the expression (or equivalent).**

**Appendix 3-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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

We guarantee that:

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.

The head of the enterprise is responsible for the fulfilment of environmental safety requirements.

After the completion of construction works, the territory will be cleared of construction debris.

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.

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;

The work will be completed on time and in full, with appropriate warranty terms.

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, the participant as part of the tender offer must provide a letter in an arbitrary form in which it must be noted that the subcontracting organizations* *to the completion of works in the amount of not less than 20 percent of the cost of the purchase contract will 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 Bidder's equipment, material and technical base and technologies necessary for the performance of works under the subject of procurement.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Nos/p | Name (including volip / brand / model of the mechanism, equipment and vehicle) | Number | Affiliation\* | Document confirming membership \*\* |
| 1 | 2 | 3 | 4 | 5 |
|  |  |  |  |  |

*\* - if the participant is the owner, "own" is indicated, in other cases - the right of use is indicated (lease agreement, contract for the provision of services, leasing or other right of use).*

*\*\*- indicate the number and date of the document provided by the participant as confirmation in accordance with column 5 of the Reference*.

*To confirm the availability of own equipment specified in the Reference, for each unit of such equipment, the participant provides copies of technical passports or copies of equipment registration certificates or another document confirming ownership. To confirm the availability of its own material and technical base specified in the Certificate, the participant provides an extract from the register of property rights to immovable property or another document confirming the right of ownership.*

 *If the Participant is NOT the owner of the equipment and material and technical base, in addition to the documents confirming the right of ownership of the respective owner, it is additionally necessary to provide a lease agreement, or a service provision agreement, or a leasing document, or a document confirming another right of use for the entire period of service performance.*

 *In case of subcontractor's involvement of equipment and material and technical base, an appropriate contract, in particular a contract of intent, is provided.*

 *\*\*\* If the participant has available technologies that he plans to use for the implementation of the Purchase Agreement, such a participant must provide a certificate in an arbitrary form with a corresponding explanation.*

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

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

stamp

*\*To be filled in according to the lines by which it is planned to attract the capacities of the subcontractor.*

***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 Participant's procurement procedure for workers with appropriate qualifications,**

**who have the necessary knowledge and experience**

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

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

*\*\*Filled in for staff if subcontracted,* and it is allowed to submit a letter of intent.

Appendices to this certificate must be supporting documents required in accordance with sub-item 5.2 of item 5 of Chapter III "Instructions for the preparation of a tender offer" of this tender documentation.

In order to confirm information regarding the employment of employees by the participant (subcontractor), together with the certificate provided for in this appendix to the tender documentation, the Participant must provide scanned copies of employment books (the page with the employee's data and the page(s) indicating the relevant place of employment) as part of the tender offer. or copies of information on labor activity from the register of insured persons of the State register of mandatory state social insurance issued by the Pension Fund of Ukraine in relation to such employees or hiring orders or employment agreements (contracts). If the subcontractor is a natural person (natural person-entrepreneur) who has the appropriate qualifications and will ensure the fulfilment of the scope of work assigned to him with his personal work, the above employment documents will not be provided.

In order to confirm the information about the qualifications of the employees of the participant (subcontractor), together with the certificate provided for in this appendix to the tender documentation, the Participant must provide scanned copies of the valid (not suspended, not canceled, etc.) qualification certificates of the relevant employees specified in the certificate as part of the tender offer.

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

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

stamp

***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*

**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 |  |  |  |  |  |
| **…** |  |  |  |  |  |

Scanned copies of supporting documents are attached to this certificate:

**--**similar contracts with additional agreements (if available) and confirmation of the completed works for the entire amount of the contract as of the time of completion of the works (Form KB-2b or Form KB-3 or forms of acceptance-handover acts of executed contract works in construction prepared independently and signed by the customer of the works , , and in the case of international contracts - other normatively admissible documents on the scope of completed works and their cost).

-- letters of feedback from the counterparties specified in the certificate on the execution of similar contracts, addressed to the customer of this purchase, with information on the proper execution of the contract, with the addition of confirming documents on the commissioning of the completed construction objects.

**Relevant work experience: at least 2 completed similar contracts (including subcontracting contracts) within the last 5 years, taking into account that the class of consequences (responsibility) of the object under a similar contract must not be lower than the class of consequences of the object under the subject of procurement.**

*An explanation of the discrepancy between the sums of the acts and the contract is provided by the participant only in the event that the sum of the acts of the performed works does not correspond to the indicated value of the contract for each contract separately. Explanations may also be given separately (with the provision of supporting documents from the relevant state authorities) regarding the absence of all supporting documents on the commissioning of completed construction facilities.*

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

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

Stamp

***Appendix 8***

***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[[1]](#footnote-1) 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[[2]](#footnote-2);

(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[[3]](#footnote-3) 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[[4]](#footnote-4) by the EU institutions or bodies, or any multilateral development bank[[5]](#footnote-5), 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 9***

***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*

**Environmental and Social Covenant**

We, *[name of lead tenderer]*, shall, and shall ensure that all of our joint venture members and subcontractors, if any, for [name of the contract] managed by *[name of the Contracting Authority]* (the “Contract”), comply with all labour and health and safety laws and regulations applicable in the country of implementation of the Contract, as well as all national legislation and regulations and any obligation in the relevant international conventions and multilateral agreements on the environment that are applicable, ratified and in force in the country of implementation of the Contract.

*Labour standards*

We commit to adhere to the principles of the Fundamental Conventions of the International Labour Organization,[[6]](#footnote-6) and, in particular, we explicitly pledge not to employ child labour or forced labour, in line with Standard 8 of the EIB’s Environmental and Social Standards.[[7]](#footnote-7)

We will require our subcontractors not to employ child labour or forced labour [and to cascade these requirements throughout their respective supply chains].[[8]](#footnote-8) We shall:

(i) pay rates of wages and benefits and observe conditions of work (including working time) that are fair and not lower than those established for the trade or industry where the work is carried out and ensure that wages are paid promptly and regularly; and

(ii) keep complete and accurate records of employment of workers at the site.

*[for* ***works*** *contracts, insert:*

“*Workers relations*

We shall, in line with Standard 8 of the EIB’s Environmental and Social Standards, [*insert* “have in place”/“develop and implement”] labour management policy and procedures commensurate to the size and workforce that will be applicable to the project (including a grievance mechanism in line with good international practice to address both labour and occupational health and safety considerations). We will regularly monitor and report on implementation of the grievance mechanism to [*name of the Contracting Authority*], including on any corrective measures deemed necessary.”]

*Occupational and public health, and safety and securit*y

We shall:

(i) comply with all applicable occupational health and safety laws in the country of implementation of the Contract;

ii) develop and implement the necessary health and safety management plans and systems commensurate with the project risks and impacts, in accordance with *[in the case of* ***goods, non-consulting services and works,*** *insert* “the measures defined in the Project’s environmental and social management plans or equivalent and/or in the relevant studies and”] International Labour Organization guidelines on occupational safety and management systems;[[9]](#footnote-9)

(iii) provide workers employed in relation to the Contract access to adequate, safe and healthy facilities as well as living quarters for workers living on-site, if relevant, in line with the EIB’s Environmental and Social Standards;

(iv) communicate all occupational health and safety rules, instructions and signage in a language understood by the workforce;

(v) provide qualified [emergency response/]first aid arrangements at all times;

(vi) develop and implement a code of conduct and adopt specific measures to prevent and address inter alia gender-based violence, sexual exploitation and human trafficking for all workers, including those of our subcontractors;

(vii) use security management arrangements that are consistent with international human rights standards and principles[[10]](#footnote-10) where such arrangements are required for the delivery of the Contract;

(viii) establish procedures and systems for investigating, recording and reporting any type of accident and incident (whether they happen on-site or within the Contract influence area) that occurs as a direct consequence of the implementation works or Contract activities;

(ix) report, investigate, document and analyse any environmental and health and safety incidents, accidents or circumstances and their impact or the effect arising or likely to arise from them, including permanent disabilities, ill health or fatalities occurring in relation to the Contract, and take due actions to address and prevent any future similar event, keep the EIB informed of the ongoing implementation of these measures and, where required by national law, notify the relevant authorities of such occurrences and cooperate with them in this respect.

*Protection of the environment*

We shall take all reasonable steps to protect the environment, biodiversity and ecosystems on and off the site and to limit the nuisance to people and property resulting from pollution, noise, traffic and other outcomes of the operations. *[in the case* ***of goods, non-consulting services and works****, insert* “To this end, emissions, discharges to the surface, ground and marine environments and effluent from our activities will comply with the limits, specifications or stipulations as defined in [*insert name of the relevant document*][[11]](#footnote-11) and the international and national legislation and regulations applicable in the country of implementation of the Contract.”]

*Environmental and social performance*

We shall comply with the measures prescribed to us in the Contract and any corrective or preventative actions in the annual environmental and social monitoring report or other environmental and social action plan required by the Contract, if any [*in the case of* ***works****, insert* “and submit [*insert the periodicity as indicated in the Contract, if any*] environmental and social monitoring reports to [*insert name of the Contracting Authority*]”]. [*in the case of* ***contracts above the thresholds****,[[12]](#footnote-12) insert* “To this end, we shall develop and implement an environmental and social management system commensurate to the size and complexity of the Contract and provide [*insert name of the Contracting Authority*] with the details of the (i) plans and procedures, (ii) roles and responsibilities and (iii) relevant monitoring and review reports. We further commit to fully cooperate with the staff of the supervision consultant, where applicable.”]

Our tender price as offered for the Contract includes all costs related to our environmental and social performance obligations under the Contract.

We shall:

(i) reassess, in consultation with *[insert name of the Contracting Authority],* any changes that may potentially cause negative environmental or social impacts;

(ii) provide *[insert name of the Contracting Authority]* with a written notice and in a timely manner of any unanticipated environmental or social risks or impacts that arise during the implementation of the Contract previously not taken into account; and

(iii) in consultation with *[insert name of the Contracting Authority*], adjust environmental and social monitoring and mitigation and/or compensatory and/or remedy measures as necessary to assure compliance with our environmental and social obligations.

*[in the case of* ***goods, non-consulting services and works****, insert:*

“*Environmental and social staff*

We shall facilitate *[insert name of the Contracting Authority]*’s ongoing monitoring and supervision of our compliance with the environmental and social obligations described above.”]

*[in the case of* ***contracts above the thresholds for goods, non-consulting services and works,*** *insert:*

“*Environmental and social management team*

For this purpose, we shall appoint and maintain in office until the completion of the Contract an environmental and social management team (scaled to the size and complexity of the Contract) that shall be reasonably satisfactory to [*insert name of the Contracting Authority*] and to whom [*insert name of the Contracting Authority*] shall have full and immediate access, having the duty and the necessary powers to ensure compliance with this Environmental and Social Covenant.”]

We accord [*insert name of the Contracting Authority*] and the EIB, and auditors appointed by either of them, the right to inspect all our accounts, records, electronic data and documents related to the environmental and social aspects of the current Contract, as well as all those of our joint venture members and subcontractors.

**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, on behalf of each member thereof:**

Date:

Name of company:

Name of signatory:

Position of signatory:

Signature:

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

***Appendix 10***

***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 1.10 of Chapter III "Instructions for the preparation of a tender offer" of this tender documentation.
	5. **Documents** on the creation of an association (in case of submission of a proposal by an association of participants) - in accordance with the requirements of clause 1.10 of Chapter III "Instructions for the preparation of a tender offer" of this tender documentation.
	6. **Copies of valid basic licenses, qualification certificates and/or permits** in accordance with the requirements of clause 1.10 of Chapter III "Instructions for the preparation of a tender offer" of this tender documentation.
	7. **Signed by an authorized person of the Participant**" Covenant of integrity agreement Covenant" in Ukrainian and English - in accordance with the requirements of clause 1.8 of Section III "Instructions for the preparation of a tender offer" and in accordance with the form in Appendix 8 of this tender documentation.
	8. **Signed by an authorized person of the Participant**" Covenant on compliance with environmental and social standards" in Ukrainian and English - in accordance with the requirements of clause 1.9 of Section III "Instructions for the preparation of a tender offer" and in accordance with the form in Appendix 9 of this tender documentation.
	9. **An explanatory letter in an arbitrary form, in which it states the legal grounds for not providing the relevant documents or a copy of the clarifications of state bodies or for not affixing an electronic signature - in accordance with the requirements of clause 4.3. Section V "Evaluation of the tender offer".**
	10. Written confirmation by the participant in accordance with the requirements of clause 4.10. Section V "Evaluation of the tender offer"
	11. **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 **to the participant of the procurement procedure equipment, material and technical base and technologies**, 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 regarding** availability **in a 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 5.2 of Chapter III "Instructions for the preparation of a tender offer" and Appendix 6 of this tender documentation*(in case of application of this criterion by the Customer).*
	3. **Documents confirming the availability** experience in the execution of similar contracts on the subject of procurement, drawn up in accordance with the requirements of clause 5.3 of Section III "Instructions for the preparation of a tender offer" and Appendix 7 of this tender documentation;
	4. **Documents confirming the availability** financial capacity of the participant, drawn up in accordance with the requirements of subsection 5.4 of Section III "Instructions for the preparation of a tender offer".
	5. **Documents on involvement of subcontractors** -- in the case of their involvement in accordance with clauses 1.10, 5 and 7 of Chapter III "Instructions for the preparation of a tender offer" and Appendix 4 of this tender documentation;
	6. **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 5.5 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 5.5.3 and Extract of the 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.
	2. Documentary confirmation of the provision of security for the tender offer in accordance with the requirements of clause 2 "Security for the tender offer" of Section III "Instructions for the preparation of the tender offer" of this tender documentation.

***Appendix 11***

***to the tender documentation***

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

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

**(in accordance with the requirements of Clause 5.6 of Chapter III "Instructions for preparing 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 an individual who is a participant - in accordance with the requirements of subsections 5.6.2-5.6.3.
3. **Reference in an arbitrary form regarding previously concluded contracts and their implementation,** which is issued in accordance with the requirements of subsection 5.6.4.
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.
5. Documentary confirmation of providing security for the performance of the purchase contract - in accordance with the requirements of clause 7 "Security for the performance of the purchase contract" of Chapter VI Results of bidding and conclusion of the purchase contract
1. 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-1)
2. 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-2)
3. Including a fine or any other financial penalty, irrespective of whether paid yet or not. [↑](#footnote-ref-3)
4. Including any decision having an effect similar to conditional non-exclusion, temporary suspension, letters of reprimand, or self-restraint. [↑](#footnote-ref-4)
5. 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-5)
6. <https://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang-en/index.htm> [↑](#footnote-ref-6)
7. <https://www.eib.org/en/publications/eib-environmental-and-social-standards> [↑](#footnote-ref-7)
8. Text between brackets to be added in case the Bank’s risk assessment identifies the presence or a significant risk of child labour, forced labour or sexual exploitation or abuse at the primary supplier, or when risks are known or have been reported in lower tiers of the supply chain. [↑](#footnote-ref-8)
9. <http://www.ilo.org/safework/info/standards-and-instruments/WCMS_107727/lang--en/index.htm>. [↑](#footnote-ref-9)
10. For example, the United Nations Voluntary Principles on Security and Human Rights (https://www.voluntaryprinciples.org/), the United Nations Basic Principles on the Use of Force and Firearms by Law Enforcement Officials (https://www.ohchr.org/en/professionalinterest/pages/useofforceandfirearms.aspx), the United Nations Code of Conduct for Law Enforcement Officials (https://www.ohchr.org/EN/ProfessionalInterest/Pages/LawEnforcementOfficials.aspx) and the International Code of Conduct for Private Security Providers (https://www.icoca.ch/en/the\_icoc). [↑](#footnote-ref-10)
11. For instance an environmental and social impact assessment and respective permits. [↑](#footnote-ref-11)
12. See section 3.4.1 of the guide for the thresholds. [↑](#footnote-ref-12)