|  |  |
| --- | --- |
| **General Engineering and Consulting Services 2 –  Social Infrastructure** | **Project number/ cost centre:**  **23.1821.0-002.00** |

**Terms of reference**

1. **List of abbreviations**

AG Commissioning party

AN Contractor

AVB General terms and conditions of contract (‘local terms and conditions’) for supplying services and work on behalf of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH in Ukraine

FK Expert

FKT Expert days

KZFK Short-term expert

ToRs Terms of reference

GIZ-SUR Commissioning GIZ project (Strengthening Urban Resilience)

CPS Construction Planning Services

1. **Context**

The Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH is a German federal Enterprise. GIZ supports the Federal German Government in achieving its objectives in the field of international cooperation for sustainable development. GIZ operates in more than 130 countries around the globe. In Ukraine, GIZ has been working for more than 30 years.

Since the beginning of the Russian Federation's war of aggression on Ukraine in February 2022, 8.1 million Ukrainians are in neighbouring European countries and more than 5.3 million people have fled within Ukraine (source: UN Refugee Agency for UNHCR, April 2023). Large parts of the civilian infrastructure have been destroyed. In addition to the destruction of housing, the critical supply infrastructure (heat, gas, electricity, water, sewage, mobile telephony, internet) is a direct target of attacks. The situation in Ukraine remains volatile, with the frontline continuing to run through the eastern and southern parts of the country.

The critical utilities infrastructure and social infrastructure sector are two of the sectors most affected by destruction, with deficiencies directly affecting people's lives. The estimated total physical damage to buildings and infrastructure is over 135 billion USD (source: Ukraine Rapid Damage Needs Assessment March 2023).

For this reason, GIZ was commissioned by the German Federal Ministry for Economic Cooperation and Development (BMZ) to implement the project Strengthening Urban Resilience. As part of German emergency and transitional aid, the project rehabilitates housing and social infrastructure, among other things.

The purpose of this task is that Contractor to provide services for the implementation of technical preparation, assessment, planning services and supervision over the performance of construction works on rehabilitation.

1. **Tasks to be performed by the contractor**

The contractor resumes the responsibility for general engineering services and management of all related activities during its preparation, planning and implementation in close cooperation with GIZ-SUR.

In this capacity the contractor prepares all required documents and ensures efficiency and compliance of all the engineering and engineering related and cross-cutting services under this ToR. The contractor ensures that the duties assigned, and all related tasks are handled in the context of an overall technically and economically appropriate to the planned targets and within the time constraints.

* 1. **Tasks**

The contractor is responsible for providing the following services:

* Audition
  + - The contractor acts as auditor for ongoing construction projects and checks the documentation and on site
    - The contractor subjects selected construction sites to random checks in coordination with the project management
    - Transparent calculation of quantities for every individual BoQ item.
    - Comparing quantities measured by contractors and site supervision consultants
    - Auditioning of procured goods and monitoring visits
* Assessment
  + - Examination of existing building/planning documentation
    - Assessment of existing building structures and premises in different states and for different purposes
    - Provision of assessments in different levels of depth (from preliminary assessments to complete damage assessments in accordance with Ukrainian state requirements)
* Construction Planning Services (CPS)
  + - Preparation of all required technical documentation for construction works in accordance with Ukrainian construction norms and GIZ requirements
    - Support of the GIZ SUR project in tendering, tender evaluation and bidder assessment
    - Support of GIZ Project in preparation of adjustments to contract with contractors
    - Consulting of contract supplements including calculation of capital expenditures and Operational Expenditures (CAPEX & OPEX)
    - Development of maintenance guidelines, energy efficiency strategies and training materials
    - Support in preparation of procurements incl. handing over procedures
    - Transparent calculation of quantities for every individual BoQ item.
* Supervision and quality control

Technical supervision on site incl. following tasks (not conclusive):

* + - Verifying the compliance of the performed construction and installation works, structures, products, materials and equipment with the project design documentation (PDD) solutions, the requirements of state standards, building codes and rules, technical specifications and other regulatory documents
    - Checking the availability of documents confirming the quality characteristics of structures, products, materials and equipment used during the construction of the facility, technical passports, certificates and documents reflecting the results of laboratory tests, etc.
    - Verifying the compliance of the quantities and quality of the performed construction and installation works with the PDD
    - Keeping records of the quantities of accepted construction and installation works, checking and signing acts of acceptance for works performed
    - Joint inspection and evaluation of the results of the work performed, including hidden and structural elements
    - Technical lead and support of the construction company on site
* Construction Project Management
  + - Regular reporting of construction progress, joining of weekly meetings at the project and preparation of minutes of meeting.
    - Taking over processes of works done, final inspection, commissioning of facilities after works done.
    - Close monitoring of the construction schedule provided by the construction company
    - Coordination meetings with GIZ project
    - Support of GIZ local Partners for application of construction permissions and technical expertise
    - Upon request by the GIZ the consultant will attend meetings being scheduled by GIZ or the local authorities.
    - Monitoring of the project implementation in compliance with the approved documents, the contract, the relevant rules, regulations and guidelines and the generally recognized engineering practise.
    - Monitoring and documentation of the implementation of supporting structures in compliance with the proof of stability.
    - Securing safety measures on site and adjustment if required
    - Preparation, updating and monitoring of the time schedule (bar chart)
    - Creation, monitoring and updating of a payment plan
    - Documentation of the construction process (construction journal, photo documentation)
    - Mutual site measuring with the executing companies
    - Check all invoices submitted by the contractor(s) in terms of their contents (especially regarding their mutual determined quantities, the applied unit prices, accordance with the contract including variation orders), their arithmetic correctness and giving a recommendation for payment
    - Organization of the acceptance of construction works, detection of snags or shortcomings, acceptance recommendation for the client
    - Assistance in application for official acceptances/inspections and participation in these
    - Systematic compilation of the documents, the graphic representations and computational results of the project
    - Assisting in handing over/taking over of the project including the preparation of all required forms and documents according to the applicable Ukrainian rules and regulations to the respective user/partner
    - Monitoring the rectification of snags or shortcomings detected during the taking over from the contractor and the handing over to the respective partner/user
* Warranty monitoring management
  + - Documentation and processing of warranty liabilities of the GIZ SUR project for construction works and procured goods
    - Coordination and supervision of warranty related refurbishment works
    - Communication with building owner, construction company and other related parties
* General technical support of the GIZ SUR project
  + - Due to the changes of conditions and demands, the GIZ project needs on demand flexible and quick development of technical assessments and solutions for support of local partners
    - The contractor agrees to keep resources available to meet changing conditions in the project environment based on the project’s needs
* The contractor is responsible for selecting, preparing, training and steering the international and national, short and long-term experts assigned, by the contractor, to perform the advisory tasks
* The contractor provides equipment and supplies (consumables) and assumes the associated operating and administrative costs
* The contractor manages costs and expenditures, accounting processes and invoicing in line with the requirements of GIZ
* The contractor reports regularly to GIZ in accordance with the current General terms and conditions of contract (‘Local terms and conditions’) for supplying services and works on behalf of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH in Ukraine
* The contractor serves in all situations the interests of the commissioning GIZ project
* The Contractor is responsible to elaborate a security and evacuation plan on the construction sites and update it on a regular basis. The contractor is responsible to support in providing the highest possible level of security on the construction sites for his own staff as well as the construction companies involved on the sites

In addition to the GIZ AVB, the contractor makes contributions to reports to GIZ’s commissioning party.

Certain milestones, as laid out in the table below, are to be achieved during the contract term:

|  |  |
| --- | --- |
| **Milestones/process steps/partial services** | **Anticipated deadline/place/person responsible** |
| Interim report | 05/2026 |
| Final report | 10/2026 |

The contract duration is from 20.11.2025 till 20.11.2026.

* 1. **Deliverables and Reporting:**

The Contractor will be responsible for the following:

|  |  |  |
| --- | --- | --- |
| **Reporting/ Deliverable #** | **Requirements to the format** | **Anticipated period, by** |
| Interim report, approved by GIZ project | Digital, English, .doc & pdf, >20 pages | 05/2026 |
| Final report, approved by GIZ project | Digital, English, .doc & pdf, >20 pages | 10/2026 |

# Codes and Standards

All activities carried out by the Contractor shall follow construction norms and standards according to Ukrainian building regulations, laws and standards, as well as the recognised state of the art.

# License and property rights

Copyright of all documents prepared under this assignment remain with GIZ SUR.

* Reports to be delivered in editable form and pdf in the English and the Ukrainian languages
* Digital files should contain date and be named in English
* The number of the Paper copies: 2 (one for contractor, one for GIZ)
* All information exchange must be sent only to e-mail addresses with the domain name ...@giz.de
* attachments and graphic materials should be sent to
  + up to 30 MB - by mail or via file transfer <https://filetransfer.giz.de>
  + more than 30 MB - via file transfer https://filetransfer.giz.de

# Place of assignment

The area of operation covers the entire territory of Ukraine currently under government control, taking into account an appropriate security distance to the front line.

Providing offer as per the present ToR as well as the subsequent signing consultancy agreement, serves the evidence that the contractor:

* Is fully aware of the present security situation in the places of assignment mentioned above
* Consents to working in the specified area at his/her own risk and for his/her own free will
* The contractor is responsible to train his staff in the subject of mine and hostile environment awareness.
* Assumes all the resulting consequences related to the contractor's travel, his/her safety and protection, relocation in the event of injury (or death)
* Is fully responsible for his/her own medical evacuation (MEDEVAC) and insurance, etc.
* The contractor is responsible for the security of his staff at any time and is responsible for the preparation of evacuation plans and the identification of shelters for business trips to areas which might be subject to shelling.

1. Concept (technical-methodological design)

In the bid, the tenderer is required to show *how* the objectives defined in Chapter 2 (Tasks to be performed) are to be achieved, if applicable under consideration of further method-related requirements (technical-methodological concept). In addition, the tenderer must describe the project management system for service provision.

Note: The numbers in parentheses correspond to the lines of the technical assessment grid.

## Technical-methodological concept

**Strategy (1.1)**: The tenderer is required to consider the tasks to be performed with reference to the objectives of the services put out to tender (see Chapter 1 Context) (1.1.1). Following this, the tenderer presents and justifies the explicit strategy with which it intends to provide the services for which it is responsible (see Chapter 2 Tasks to be performed) (1.1.2).

The tenderer is required to present the actors relevant for the services for which it is responsible and describe the **cooperation (1.2)** with them.

The tenderer is required to describe its contribution to knowledge management for the partner (1.5.1) and GIZ and to promote scaling-up effects (1.5.2) under **learning and innovation**.

## Project management of the contractor (1.6)

The tenderer is required to explain its approach for coordination with the GIZ project. In particular, the project management requirements specified in Chapter 2 (Tasks to be performed by the contractor) must be explained in detail.

The tenderer is required to draw up a **personnel assignment plan** with explanatory notes that lists all the experts proposed in the tender; the plan includes information on assignment dates (duration and expert months) and locations of the individual members of the team complete with the allocation of work steps as set out in the schedule.

1. Personnel concept (proposed staff)

The Contractor is required to provide personnel who are suited to filling the positions described, on the basis of their CVs (see Chapter 10), the range of tasks involved and the required qualifications.

The personnel must be provided for all positions, otherwise, the bid will be disqualified. Each expert can hold only one position; multiple position holding is not permitted.

The below specified qualifications represent the requirements to reach the maximum number of points in the technical assessment.

## Expert 1: Team leader (Key Expert)

Tasks of the team leader

* Overall responsibility for the advisory packages of the contractor (quality and deadlines)
* Coordinating and ensuring communication with GIZ, partners and others involved in the project
* Personnel management, in particular identifying the need for short-term assignments within the available budget, as well as planning and steering assignments and supporting local and international short-term experts
* Regular reporting in accordance with deadlines

Qualifications of the team leader

* Education/training (2.1.1): university degree (Master or comparable) in Project Management, Architecture, Building Construction, Civil Engineering or relatable.
* Language (2.1.2): C2-level language proficiency in Ukrainian (5 pts) & B2 English (5 pts)
* General professional experience (2.1.3): 10 years of professional experience in the construction sector
* Leadership/management experience (2.1.5): 5 years of management/leadership experience as project team leader or manager in a company
* Regional experience (2.1.6): 10 years of experience in projects in FSU-states (region), of which 2 years in projects in Ukraine (country)
* Development cooperation (DC) experience (2.1.7): 10 years of experience in DC projects
* Other (2.1.8): Experience in Damage Assessments in Ukraine since 02/2022 (1 pts), First aid training (3 pts), Mine/UXO awareness training (3 pts), HEAT training (3 pts)

## Expert 2: Dep. Team leader (Key Expert)

Tasks of key expert 1

* Overall responsibility for the advisory packages of the contractor (quality and deadlines)
* Coordinating and ensuring communication with GIZ, partners and others involved in the project
* Personnel management, in particular identifying the need for short-term assignments within the available budget, as well as planning and steering assignments and supporting local and international short-term experts
* Regular reporting in accordance with deadlines
* Substitution of expert 1

Qualifications of expert 2

* Education/training (2.2.1): university degree (Master or comparable) in Project Management, Architecture, Building Construction, Civil Engineering or relatable.
* Language (2.2.2): C2-level language proficiency in Ukrainian (5 pts) & B2 English (5 pts)
* General professional experience (2.2.3): 10 years of professional experience in the construction sector
* Leadership/management experience (2.2.5): 5 years of management/leadership experience as project team leader or manager in a company
* Regional experience (2.2.6): 10 years of experience in projects in FSU-states (region), of which 2 years in projects in Ukraine (country)
* Development cooperation (DC) experience (2.2.7): 10 years of experience in DC projects
* Other (2.2.8): Experience in Damage Assessments in Ukraine since 02/2022 (1 pts), First aid training (3 pts), Mine/UXO awareness training (3 pts), HEAT training (3 pts)

## Expert 3: Technical Supervisor (non-key-expert)

Tasks of Expert 3

* Site Supervision
* Checking of construction works in accordance with code and norms
* Documentation of on-site processes and keeping site journals
* Checking and confirming of qualities and amounts of materials
* Documentation of hidden works
* Leading of construction companies involved on site
* Preparation of requests for additional works

Qualifications of Expert 3

* Education/training (2.3.1): university degree (Master or comparable) in Architecture, Building Construction, Civil Engineering or relatable
* Language (2.3.2): C2-level language in Ukrainian
* General professional experience (2.3.3): 10 years of professional experience in the construction sector
* Specific professional experience (2.3.4): 5 years in site supervision
* Other (2.3.8): Presence of a certificate of technical supervision engineer with a class of responsibility of the object CC3 (4 pts), First aid training (2 pts), Mine/UXO awareness training (2 pts), HEAT training (2 pts)

## Expert 4: HVAC Expert (non-key-expert)

Tasks of Expert 4

* Design and implementation of the HVAC section
* Assessment of existing HVAC systems on site
* Participation in the analysis and generalization of experience in the design and implementation of modern solutions in technical documentation

Qualifications of Expert 4

* Education/training (2.4.1): university degree (Master or comparable) in Architecture, Building Construction, Civil Engineering, HVAC (OV) or relatable
* Language (2.4.2): C2-level language in Ukrainian
* General professional experience (2.4.3): 10 years of professional experience in the construction sector
* Specific professional experience (2.4.4): 5 years in HVAC
* Regional experience (2.4.6): 10 years of experience in projects in FSU-states (region), of which 2 years in projects in Ukraine (country)
* Other (2.4.8): First aid training (3 pts), Mine/UXO awareness training (3 pts), HEAT training (4 pts)

## Expert 5: Water and Sewage Expert (non-key-expert)

Tasks of Expert 5

* Design and implementation of the Water and Sewage section
* Assessment of existing Water and Sewage systems on site
* Participation in the analysis and generalization of experience in the design and implementation of modern solutions in technical documentation

Qualifications of Expert 5

* Education/training (2.5.1): university degree (Master or comparable) in Architecture, Building Construction, Civil Engineering, Water and Sewage (VK) or relatable
* Language (2.5.2): C2-level language in Ukrainian
* General professional experience (2.5.3): 10 years of professional experience in the construction sector
* Specific professional experience (2.5.4): 5 years in Water and Sewage
* Regional experience (2.5.6): 10 years of experience in projects in FSU-states (region), of which 2 years in projects in Ukraine (country)
* Other (2.5.8): First aid training (3 pts), Mine/UXO awareness training (3 pts), HEAT training (4 pts)

## Expert 6: Electrical Engineer (non-key-expert)

Tasks of Expert 6

* Design and implementation of the Electrical section
* Assessment of existing Electrical systems on site
* Participation in the analysis and generalization of experience in the design and implementation of modern solutions in technical documentation

Qualifications of Expert 6

* Education/training (2.6.1): university degree (Master or comparable) in Architecture, Building Construction, Civil Engineering, Electrical Engineering (EO) or relatable
* Language (2.6.2): C2-level language in Ukrainian
* General professional experience (2.6.3): 10 years of professional experience in the construction sector
* Specific professional experience (2.6.4): 5 years in Electrical engineering
* Regional experience (2.6.6): 10 years of experience in projects in FSU-states (region), of which 2 years in projects in Ukraine (country)
* Other (2.6.8): First aid training (3 pts), Mine/UXO awareness training (3 pts), HEAT training (4 pts)

## Expert 7: Fire protection Expert (non-key-expert)

For Fire protection expert availability of an engineer’s license (Fire protection/Fire safety CC3) is mandatory. The tenderer must provide the license as a part of the bid. In case of non-provision of the license, the expert will not be considered for assessment.

Tasks of Expert 7

* Design and implementation of the Fire protection section
* Assessment of existing fire protection systems on site
* Participation in the analysis and generalization of experience in the design and implementation of modern solutions in technical documentation

Qualifications of Expert 7

* Education/training (2.7.1): university degree (Master or comparable) in Architecture, Building Construction, Civil Engineering or relatable
* Language (2.7.2): C2-level language in Ukrainian
* General professional experience (2.7.3): 10 years of professional experience in the construction sector
* Specific professional experience (2.7.4): 5 years in fire protection systems
* Regional experience (2.7.6): 10 years of experience in projects in FSU-states (region), of which 2 years in projects in Ukraine (country)
* Other (2.7.8): First aid training (4 pts), Mine/UXO awareness training (3 pts), HEAT training (3 pts)

## Expert 8: Architect (non-key-expert)

For Architect availability of an architect’s license is mandatory. The tenderer must provide the license as a part of the bid. In case of non-provision of the license, the expert will not be considered for assessment.

Tasks of Expert 8

* Design and implementation of the general architecture section
* Assessment of existing architecture & structure on site
* Participation in the analysis and generalization of experience in the design and implementation of modern solutions in technical documentation

Qualifications of Expert 8

* Education/training (2.8.1): university degree (Master or comparable) in Architecture, Building Construction, Civil Engineering or relatable
* Language (2.8.2): C2-level language in Ukrainian
* General professional experience (2.8.3): 10 years of professional experience in the construction sector
* Specific professional experience (2.8.4): 5 years as Architect
* Regional experience (2.8.6): 10 years of experience in projects in FSU-states (region), of which 2 years in projects in Ukraine (country)
* Other (2.8.8): First aid training (4 pts), Mine/UXO awareness training (3 pts), HEAT training (3 pts)

## Expert 9: Estimator (non-key-expert)

Tasks of Expert 9

* Calculation of BoQs and cost estimates
* Calculation of CAPEX & OPEX and related costs
* Participation in the analysis and generalization of experience in the design and implementation of modern solutions in technical documentation

Qualifications of Expert 9

* Education/training (2.9.1): university degree (Master or comparable) in Architecture, Building Construction, Civil Engineering, Economical Sciences, Business Administration or relatable
* Language (2.9.2): C2-level language in Ukrainian
* General professional experience (2.9.3): 10 years of professional experience in the construction sector
* Specific professional experience (2.9.4): 5 years as estimator

## Short-term expert pool with minimum 1, maximum 5 members (non-key-experts)

For the technical assessment, an average of the qualifications of all specified members of the expert pool is calculated. Please send a CV for each pool member (see below Chapter 10 Requirements on the format of the bid) for the assessment.

Tasks of the short-term expert pool

* Support of key experts mentioned above

Qualifications of the short-term expert pool

* Education/training (2.10.1): All experts with university (Master or comparable) in Architecture or Building Construction or Civil Engineering or City Planning or Built Environment or Economy or Business Administration or relatable
* Language (2.10.2): All experts with C2-level language proficiency in Ukrainian
* General professional experience (2.10.3): All experts with 10 years of professional experience in the construction and construction-related sector
* Regional experience (2.10.5): All experts with 10 years of experience in FSU states (region), all experts with 5 years of experience in Ukraine (country)
* Other (2.10.7): All experts with: First aid training (3 pts), Mine/UXO awareness training (3 pts), HEAT training (4 pts)

Soft skills of team members

In addition to their specialist qualifications, the following qualifications are required of team members:

* Team skills
* Initiative
* Communication skills
* Socio-cultural skills
* Efficient, partner- and client-focused working methods
* Interdisciplinary thinking

# Costing requirements

## Assignment of personnel and travel expenses

All business travel must be agreed in advance with the GIZ staff member responsible for the project.

The contractor shall submit with each invoice an overview of the activities carried out with details of the person worked on, the project identification with an interval of 0.5 working days on the time sheets (minimal unit of measure for working days in time sheet - 0,5 day, not less).

Costs for transport will be reimbursed on evidence and performance documents base and volume defined by the project.

The company can reimburse, based on this budget line, all necessary transport activities to fulfil the described tasks (on evidence). All kind of transports are accepted by GIZ on standard configuration (according to GIZ rules and procedures). For transportation by train (evidence by tickets) is using Second Class, for night trains – 4 bed compartments. In case of transport by taxi, bill or ride report is required. Transport by company or private cars needs evidence by internet-based calculation of route planner like Google-map or similar (ride report) (13,71 UAH per 1 km which includes all expenses without exception, such as fuel, etc.). The Contractor shall use the shortest possible route.

## Sustainability aspects for travel and travel regulations

If applicable on ground of these Terms of Reference the following travel regulations and reporting documents are to be observed. See Annex 1 to these Terms of Reference.

**Specification of inputs**

## contracts for services:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Fee days** | **Unit of measurement** | **Number of experts** | **Total number of days** | **Comments (if any)** |
| Expert 1 & 2 | Man-day | 2 | 250 |  |
| Expert 3-9 | Man-day | 7 | 400 |  |
| Short-term expert pool | Man-day | 1-5 | 200 |  |
| **Travel expenses** | **Unit of measurement** | **Quantity** |  | **Comments (if any)** |
| Overnight allowance in country of assignment | Night | 70 |  | lump sum 700,00 UAH per night according to GIZ limit |
| **Transport** | **Unit of measurement** | **Quantity** |  | **Comments (if any)** |
| Fixed travel budget |  | 300.000,00 UAH |  | A budget is earmarked for travel to the following countries: Ukraine.  A fixed budget of UAH 300.000,00 is earmarked for settling travel expenses against evidence/performance.  This amount includes per diems, travel costs (train, compensation for own transport 13,71 UAH/km, taxi, bus). Train tickets, taxi, bus – are to be reimbursed against evidence, for per-diem, own transport – reimbursement is to be done against performance.  Settlement is possible only until the budget is depleted. |

## There are no contractual obligations to use up the full days/travel or budgets. The number of days/travel and the budgets will be contractually agreed as maximum amounts.

# Inputs of GIZ or other actors

*-not applicable-*

1. **Financial provisions**
   1. **Contract value and anticipated payment schedule**

The contract value shall be calculated according to the format of the commercial bid.

**Anticipated payment schedule:**

The payments are to be done on bi-monthly basis*.*

* 1. **Financial proposal**

The total cost of the Contract is set in UAH, including all direct and related expenses, taxes and fees incl. VAT.

All costs connected to the contract implementation, e.g. connected management staff, consumables, connection costs, IT equipment, back office, translation or other 3rd part services etc, should be covered according to the received amount of the total value of the Contract. No additional budget lines are allowed.

* 1. **Payment Conditions**

**General payment conditions:**

* The Contractor shall be paid 100% post payment upon performance in the agreed instalments;
* All the payments shall be done exclusively in the national currency of Ukraine (UAH) by means of a bank transfer to the bank account of the Contractor;
* All the activities shall be done exclusively within the timeframe of the Contract;
* All the payments shall be done exclusively for the actually performed works/services (“up to”), on the ground of original invoices, acts of acceptance and timesheets, submitted in original form within 15 working days after their submission by the Contractor and acceptance by GIZ. The invoice is considered not accepted for payment in case of errors and/or provision of an incomplete package of documents for payment
  1. **Requirements to the submission of the financial reporting documents**
* Originals of Invoices, acts of acceptance and timesheets, etc. shall be submitted to the address of the GIZ Project together with the technical documents (reporting/ deliverables) and other financial supporting documents as and if stipulated by the Contract.
* Each invoice and act of acceptance shall contain the Project Number and contract number
* By submitting the Invoice the Contractor should indicate (in the invoice) whether the Contractor is a Single Tax Payer (e.g. 5%, 2%) or a VAT Payer (20%);

Timesheet standard template can be found here <https://www.giz.de/sites/default/files/media/els-document/2025-09/time-record-template-days-and-hourly.xls>

1. **Other Provisions**
   1. **General**

The Contract will be signed by the Parties in original form. Each Party agrees to provide the other Party with the original signed Contract and annexes. In this case, the Party that sent the Contract is responsible for the authenticity of the signatures of its authorized representatives and imprint of seal (if any).

The implementation of activities under present Contract can be started only after the Contact enters in force.

With signing of this contract, the parties are fully aware of the respective GIZ provisions, namely General terms and conditions of contract for supplying services and work on behalf of the Deutsche Gesellschaft fur Internationale Zusammenarbeit GmbH in Ukraine, Code of Conduct for Contractors of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH published on the link [Ukraine Tenders | GIZ](https://www.giz.de/en/regions/europe/ukraine/tenders) (section “Terms of procurement of services”/ секція “Умови закупівель послуг”) and such provisions shall be binding on the parties as if stated in full in this agreement.

On the date of signing this Contract, the Contactor confirms that in accordance with the Tax Code of Ukraine, the Contractor is/is not *(shall be specified at the time of contract preparation by the procurement unit responsible for contract preparation)* a payer of value added tax under general conditions.

In case if on the date of Contract signing the Contractor is not registered as a VAT payer and during execution of the Contract the Contractor becomes registered as a VAT payer, the cost of the Contract remains unchanged and is to be considered with VAT.

The Contractor shall be responsible for all taxes and other payments according to the Ukrainian law. Taxes, levies or fees to the Government of Ukraine shall be paid by the Contractor.

Contact person from GIZ side responsible for contract implementation and communication with the Contractor \_\_\_\_\_\_\_ *(indicate name/-s, surname/-s, phone/-s, e-mail/-s) (shall be specified at the time of contract preparation by the procurement unit responsible for contract preparation)*

The Contractor shall be solely responsible for all the security issues according to the own security concept during the implementation of the Contract. GIZ shall not be reliable and/or responsible for any damages and/or injuries occurred during the implementation of the Contract by any Person directly or indirectly involved into the implementation of the Contract and/or by any other third Person.

The Contractor is obliged to provide the originals of documents indicated in the special agreement at his own expense.

Additionally, the Contractor must:

* be a registered legal entity/private entrepreneur in Ukraine;
* not be on the sanctions list of Ukraine, the EU, the UN;
* ensure that the final beneficiaries/participants are not on the sanctions list of Ukraine, the EU, the UN;
* not be in the process of termination;
* not be registered on temporary occupied territories of Ukraine;
* not have the ultimate beneficial owner, member or participant (shareholder), having a share in the authorized capital of 10 percent or more, which is the Russian Federation, the Republic of Belarus, the Islamic Republic of Iran, a citizen of the Russian Federation, the Republic of Belarus, the Islamic Republic of Iran except for those who live on the territory of Ukraine on legal grounds, or a legal entity created and registered in accordance with the legislation of the Russian Federation, the Republic of Belarus, the Islamic Republic of Iran.

GIZ reserves the right to verify the information at any time. The tenderer confirms that he agrees to the processing of personal data in accordance with the provisions of the EU General Data Protection Regulation (GDPR) and the Law of Ukraine "On the Protection of Personal Data" No. 2297-VI dated 01.06.2010.

* 1. **VAT Exemption**

*-not applicable-*

# Outsourced processing of personal data

-not applicable-

1. **Requirements to the format of the bid**
   1. **Documents to be submitted**
      1. **Technical bid**

Tenderers must provide the following documents:

* a technical bid containing a description of the project management approach in relation to the identified tasks. **Technical bid must be signed and stamped (if stamp is used);**
* *personnel (team) concept*
* *CVs of all experts with relevant work experience, qualifications (education, certificates).*

The structure of the technical bid must correspond to the structure of the ToRs. In particular, the detailed structure of the concept (Chapter 3) should be organised in accordance with the positively weighted criteria in the assessment grid (not with zero). The technical bid must be legible (font size 11 or larger) and clearly formulated. It must be drawn up in English (language).

The complete technical bid must not exceed 20 pages (excluding CVs). If one of the maximum page lengths is exceeded, the content appearing after the cut-off point will not be included in the assessment. External content (e.g. links to websites) will also not be considered.

The CVs of the personnel proposed in accordance with Chapter 4 of the ToRs must be submitted using the format specified in the terms and conditions for application (if such format of CV is set). The CVs shall not exceed 8 pages each. They must clearly show the position and job the proposed person held in the reference project and for how long. The CVs must be drawn up in English (language).

**The technical bid must not include any financial information such as daily fees for experts or any other payments. Otherwise, the bid will be disqualified.**

* + 1. **Commercial bid**

The commercial bid must include the costs associated with the implementation of the assignment and must be provided according to the format provided in the tender documentation.

**Commercial bid must be signed and stamped (if stamp is used).**

* + 1. **Registration documents of the tenderer**

Shall be provide according to the requirements of tender documentation

* + 1. **Documents for tenderer’s eligibility confirmation**

|  |  |
| --- | --- |
| The tenderer is obliged to conform to the following eligibility requirements: | The tenderer must provide the following document to confirm the compliance with eligibility requirements: |
| Average annual turnover for the last three financial years (2022-2024): **at** **least 15,0 Mio UAH each year** | Please provide a certificate (in an arbitrary form) on the amounts of annual turnover for the last three financial years with a signature and seal  Please provide financial statements for the last three financial years |
| Average number of permanent employees for the last three calendar years: **at least 10 persons** | Please provide a certificate (in an arbitrary form) on the number of employees for the last three years with a signature and seal |
| 3 Reference projects in the technical field of technical supervision of new construction or rehabilitation of social infrastructure **(construction value >15 mio. UAH each)** | Provide a certificate with short description (in arbitrary form) of each project indicating the contract volume and the client. If available attach a reference letter from clients |

The tenderer must:

* be a registered legal entity/private entrepreneur in Ukraine;
* not be on the sanctions list of Ukraine, the EU, the UN;
* ensure that the final beneficiaries/participants are not on the sanctions list of Ukraine, the EU, the UN;
* not be in the process of termination;
* not be registered on temporary occupied territories of Ukraine;
* not have the ultimate beneficial owner, member or participant (shareholder), having a share in the authorized capital of 10 percent or more, which is the Russian Federation, the Republic of Belarus, the Islamic Republic of Iran, a citizen of the Russian Federation, the Republic of Belarus, the Islamic Republic of Iran except for those who live on the territory of Ukraine on legal grounds, or a legal entity created and registered in accordance with the legislation of the Russian Federation, the Republic of Belarus, the Islamic Republic of Iran.

GIZ reserves the right to verify the information at any time. The tenderer confirms that he agrees to the processing of personal data in accordance with the provisions of the EU General Data Protection Regulation (GDPR) and the Law of Ukraine "On the Protection of Personal Data" No. 2297-VI dated 01.06.2010.

1. **Option**

*-not applicable-*

1. **Annexes**

* Annex 1 - Travel regulations

**Annex 1 Travel regulations (hereinafter – Regulations)**

|  |
| --- |
| 1.Business trips of experts/consultants  All experts/consultants who are travelling on behalf of and commissioned by GIZ should use these Travel regulations for calculation and compensation of costs if these costs are stipulated in the Contract. For the claim of travel expenses, the experts/consultants must submit documents according to the terms of the Regulations, unless otherwise is expressly stated in the Contract.  Compensation of travel expenses is carried out exclusively within the limits of the amounts for individual items fixed in the Contract.  Payment of advances for business trips is possible only if it is expressly stated in the Contract. |
| 2. Definition of a business trip  A business trip, as defined by the GIZ’ general regulations governing the reimbursement of travel expense and accommodation, involves an expert/consultant temporarily working at a place other than his/her regular domicile and/or seat of business to conduct official business with GIZ's approval.  The duration of a business trip (period of absence) shall be calculated as the time between departure from the place of residence or the principal place of work at the start of the business trip and the return to any of the above-mentioned places on completion of the business trip. |
| 3. Accommodation allowance  Overnight accommodation costs are reimbursed to the extent agreed in the Contract against proof of performance (in case of using lump sum) or against presentation of evidence (based on original financial documents). Limits for overnight accommodation shall be stipulated in the Contract. Hotel reservations are made by an expert/consultant by himself/herself. For accommodation during business trips room category not higher than Standard (or equal) is to be booked, unless otherwise is expressly stated in the Contract. Overnight accommodation costs during domestic and international business trips shall not be reimbursed for business trips to a place of residence during which the expert/consultant stays in his/her own home or place where he/she maintains his/her own household.  Contractor should provide the following documents for specific reimbursement type:  Against performance (lump-sum based) – act of acceptance.  Against evidance – copy of the original invoice from the hotel or other actual service provider with period of stay, names of guests, type and number of rooms, price per night, total amount, meals (if included). (Service fee of booking platforms is not to be reimbursed). |
| 4. Per diem allowance  The per-diem allowance covers the additional cost of subsistence to the expert/consultant during an assignment away from their regular domicile and/or seat of business and accrued if the condition of a one-day or more business trip is fulfilled. The minimum business trip time is a one-day business trip lasting 10 hours, including working hours and travel time.  Per diems are paid within the amount specified in the Contract, as a lump sum. The reduced lump sum rate applies for one-day business trips lasting from 10 to 24 hours and depending on the type of meals at the hotel or the provision of meals from GIZ. The calculation of per diems for business trips depending on the type of meals is given in the Table 1 (see below).  Contractor should provide the following documents for specific reimbursement type:  Against performance (lump-sum based) – timesheets in accordance with GIZ limits  Against evidence – not applicable |
| 5. Currency of reimbursement of travel expenses  Reimbursements of costs of business trips within Ukraine are paid in Ukrainian Hryvnia (UAH).  Reimbursements of costs of international business trips are paid in Ukrainian Hryvnia (UAH). Reimbursement of travel expenses in foreign currency (not UAH) must be made according to below mentioned:  a) in accordance with the exchange rate that is indicated in bank account statement (for cashless transactions).  b) in accordance with European Commission’s official monthly accounting rate, published on [**https://commission.europa.eu/funding-tenders/procedures-guidelines-tenders/information-contractors-and-beneficiaries/exchange-rate-inforeuro\_en**](https://commission.europa.eu/funding-tenders/procedures-guidelines-tenders/information-contractors-and-beneficiaries/exchange-rate-inforeuro_en) on the date when the financial documents (proof of evidence) was issued (for cash transactions when no bank statement is available for confirmation of the used exchange rate).  c) in accordance with the exchange rate of National Bank of Ukraine [**https://bank.gov.ua/ua/markets/exchangerates/**](https://bank.gov.ua/ua/markets/exchangerates/) (on the date when the financial documents (proof of evidence) were issued)). (In case that invoiced foreign currency is not available at the European Commission site). |
| 6. Flights / ground transportation (train, taxi, private vehicles, car hire/car-sharing/)  Costs for transportation are reimbursed within the amount specified in the Contract, against proof of performance (in case of using lump sum) or against presentation of evidence (based on original financial documents).  The preferred mode of transport shall be economically efficient and environmentally friendly. GIZ is committed to the principles of resource conservation and environmental protection and therefore requires all partners to choose the most environmentally friendly means of transport. Experts/consultants shall take advantage of any price reductions (special rates etc.) that are available.  If travel time by train is 5 hours or less, train transport must be preferred for economic and environmental reasons |
| 7.1 Flights  Only economy class flight tickets can be reimbursed to experts/consultants. The choice of an airline company should be based on a comparison of ticket prices. The choice of a more expensive flight should be justified by an expert/consultant (e.g. a tight travel schedule combined only with the selected flight).  Contractor should provide the following documents for specific reimbursement type:  Against performance (lump-sum based) - not applicable  Against evidance – tickets with price indication. |
| 7.2 Trains  Train tickets shall be booked and purchased by the expert/consultant by himself/herself. The ticket purchase fee is not to be reimbursed.  If required, first class tickets (abbreviation in Ukraine: Л – two-seater, soft-seated, М – deluxe, single-seater, three-seater) are possible in case your journey not less than 2 hours. The decision on the class tickets is in the responsibility of traveler and should be considered based on the cost-efficiency and security reasons (e. g. overnight trip).  Contractor should provide the following documents for specific reimbursement type:  Against performance (lump-sum based) - not applicable  Against evidance – tickets with price indication. |
| 7.3 Taxis and group private transportation  If the expert/consultant uses a taxi or a group private transportation during a business trip, abroad or in Ukraine, he\she should follow the principle of economic efficiency and necessity of usage this mean of transport.  The justification for such a choice should be provided together with a financial document (proof of evidence).  Contractor should provide the following documents for specific reimbursement type:  Against performance (lump-sum based) - Taxi (not applicable); Group private transportation (route sheet with indication point of destination/point of arrival overall km).  Against evidance – Taxi (bill or ride report or screenshot of order with price indication); Group private transportation (invoice from the actual service provider). |
| 7.4 Private vehicles  As a rule, business trips should be made by rail rather than using a private vehicle. Compensation for usage of private vehicles is allowed if such a category of costs is stipulated in the Contract.  In the case of using private vehicles, GIZ compensates for such costs at a fixed rate per kilometre, using the shortest possible route (according to the calculation of the Google Maps navigator).  For journeys with a one-way distance of more than 200 km, the expert/consultant must provide evidence that using a motor vehicle is more economical than other means of transport. The basis for reimbursement and for determining which means of transport is more economical is the cost of a second-class rail ticket.  If a private motor vehicle is used for other important reasons (e.g. to carry heavy luggage, documents or materials, or if local transport connections are poor), convincing and adequate reasons must be set out by the expert/consultant.  Contractor should provide the following documents for specific reimbursement type:  Against performance (lump-sum based) - needs evidence by internal based calculation of route planner like Google-map or similar (13,71 UAH per 1 km which includes all expenses without exception, such as fuel etc.)  Against evidance - not applicable |
| 7.5 Buses  Bus tickets must be booked and purchased independently by an expert/consultant.  Contractor should provide the following documents for specific reimbursement type:  Against performance (lump-sum based) - not applicable  Against evidance – tickets with price indication |

**Table 1 / Таблиця 1**

**The calculation of per diems for business trips per Travel Day**

Зображення, що містить текст, знімок екрана, Шрифт, число

Автоматично згенерований опис