|  |  |
| --- | --- |
| **Customs brokerage services** | **Project number/ cost centre:**  **G-011233-010.00** |

**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

ToR Terms of reference

1. **Context**

Since the beginning of the Russian aggression against Ukraine, several projects have been supporting the Ukrainian Energy Services, funded by the German Government. A primary focus of this project is the Winterization campaign and securing energy for the Ukrainian population. The German Federal Ministry for Economic Cooperation and Development (BMZ) has provided special funds to provide communities and energy suppliers particularly affected by the war with material goods for repairs and small-scale reconstruction measures.

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

As part of the special funds provided by the German Federal Ministry for Economic Cooperation and Development (BMZ), the GIZ project has procured several items that are related to energy production and distribution. The items have been procured in Germany / Europe and will be delivered to Ukraine between January 2026 and December 2026. The trucks will be loaded in Germany and pass Ukrainian border. Ukrainian municipalities, the energy production and distribution services and social institutions need support and advisory services regarding the customs brokerage of the procured items with the Ukrainian authorities.

* 1. **Tasks**

The contractor is responsible for providing the following works:

* Consulting the Project and its partners on customs clearance issues.
* Coordinating the process of customs clearance, checking the respective documents required for the process due to Ukrainian legislation. Communication with the Project, recipients and suppliers/transport compnaies on the related issues.
* Execute customs clearance for the Project partners (recipients of the goods).
* The customs clearances need to be executed for the up to 500 items (boiler systems, hybrid generators, transformers, combined heat and power plants, vehicles, etc.).
* The customs broker should support the recipients of the cargo (in coordination with the representative of GIZ) regarding the necessary documents (previous customs declaration, customs declarations etc.) that need to be prepared to enable a smooth and quick importation procedure.
* Import needs to be cleared up as technical assistance (VAT- and duty-free).
* Provide support to register the items that will be imported as humanitarian assistance.
* Cover extra expenditure related to the assignment (work on loading, unloading and reloading of cargo, certification, customs terminal services, etc.).

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

|  |  |  |
| --- | --- | --- |
| **Milestones/partial works** | **Anticipated deadline/place/person responsible** | **Criteria for acceptance** |
| Checking all the customs documents for each item (Project registration card, Procurement Plan, Customs Invoices, Packing lists, accreditation on customs of recipient, Certificates for vehicles, CMRs)  Preparation of PDs (Previous Declarations) for each item  Reporting and providing with customs documents | After customs clearance / customs terminal / Broker | All documents checked and confirmed  PDs (Previous Declarations) for each item are prepared  Customs Declarations are provided |

The contract duration is from 02.03.2026 till 31.12.2026.

* 1. **Deliverables and Reporting:**

The Contractor will be responsible for the following:

The contractor shall submit all reporting documents to the person responsible for the contract.

All written and verbal communication under this agreement is confidential and not subject to disclosure to third parties.

Developed documents are considered the property of GIZ and shall not be used by the selected Contractor or any other legal or private person without the prior written approval of the GIZ project team. GIZ receives the exclusive right to use all materials, outputs and developments created by the Contractor and the experts engaged by him within and during the term of this agreement.

To receive each payment for services, the Contractor shall provide the following documents:

* Invoice (in English)
* Act of Acceptance (in English and Ukrainian)
* Declarations and other supporting documents (certificates, etc.).

For timely payment, the necessary documents shall be provided by the expected date of payment. Payment can only be made after the prior agreement of the contact/responsible person.

The Contractor will be responsible for the following:

|  |  |  |  |
| --- | --- | --- | --- |
| **#** | **Reporting/ Deliverable** | **Requirements to the format** | **Anticipated period, by** |
| **1** | Customs Declarations, Invoice, Act of Acceptance | English / Ukrainian, in soft and hard copies, signed and stamped | Upon agreement with GIZ project |

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 9), 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.

## 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 in Law, Economics, Social Science, Engineering.
* Language (2.1.2): B1-level language proficiency in English.
* General professional experience (2.1.3): 10 years of professional experience in the brokerage services sector
* Specific professional experience (2.1.4): 5 years in brokerage services provision for international companies
* Leadership/management experience (2.1.5): 3 years of management/leadership experience as project team leader or manager in a company
* Regional experience (2.1.6): 5 years of experience in delivery for International Assistance Projects in Ukraine
* Development cooperation (DC) experience (2.1.7): 3 years of experience in DC projects

**Key expert 1**

Tasks of key expert 1

* Consulting the Project and its partners on customs clearance issues.
* Communication with the Project, recipients and suppliers/transport compnaies on the related issues.
* Execute customs clearance for the Project partners (recipients of the goods).

Qualifications of key expert 1

* Education/training (2.2.1): university degree - Bachelor in Law, Economics, Social Science, Engineering.
* Language (2.2.2): B1-level language proficiency in English.
* General professional experience (2.2.3): 5 years of professional experience in thebrokerage services sector
* Specific professional experience (2.2.4): 5 years in brokerage services provision for international companies
* Regional experience (2.2.6): 5 years of experience in projects in Ukraine
* Development cooperation (DC) experience (2.2.7): 3 years of experience in DC projects

**Key expert 2**

Tasks of key expert 2

* Consulting the Project and its partners on customs clearance issues.
* Communication with the Project, recipients and suppliers/transport companies on the related issues.
* Execute customs clearance for the Project partners (recipients of the goods).

Qualifications of key expert 2

* Education/training (2.2.1): university degree - Bachelor in Law, Economics, Social Science, Engineering.
* Language (2.2.2): B1-level language proficiency in English.
* General professional experience (2.2.3): 5 years of professional experience in the brokerage services sector
* Specific professional experience (2.2.4): 5 years in brokerage services provision for international companies
* Regional experience (2.2.6): 5 years of experience in projects in Ukraine
* Development cooperation (DC) experience (2.2.7): 3 years of experience in DC projects

# Costing requirements

## Assignment of personnel and travel expenses

*Not applicable*

**Specification of inputs**

## Contracts for works:

The following basic calculations for the contract for works are a reference value based on the acceptance criteria for each partial work/milestone specified in Chapter 2 (Tasks to be performed by the contractor).

Since the contract to be concluded is a contract for works, we would ask you to offer your services at a lump sum price.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Other costs** | **Unit of measurement** | **Quantity** | **Price, UAH** | **Comments (if any)** |
| ***Customs clearance service***  *(*Checking all the customs documents for each item (Project registration card, Procurement Plan, Customs Invoices, Packing lists, accreditation on customs of recipient, Certificates for vehicles, CMRs ( International waybill))  Preparation of PDs (Previous Declarations) for each item  Reporting and providing with customs documents) | **Service** | **500** |  |  |
| **Reimbursement of the contractor's expenditures** | **Fixed budget** |  | **1 083 000,00** | Reimbursement of the contractor's expenditures related to the assignment within agreed limit (work on loading, unloading and reloading of cargo, certification, customs terminal services)  Reimbursment to be done against evidence (Copy of Invoice from actual service provider). |
| There is 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:**

In consideration of works completed, the payments are to be done on monthly basis.

* 1. **Financial proposal**

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

All costs connected to the contract implementation, e.g. connected management staff, should be covered according to the received amount of the total value of the Contract. No additional budget lines are allowed.

* 1. **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, service entry sheet (LERF) 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 and acts of acceptance, 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 the 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%);
* In case the Contractor is a VAT Payer at the moment of the Invoice issuing, the VAT exemption clause shall be applicable, and the Contractor should also submit the Tax Invoice to GIZ as soon as that is available.

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.

The Contract /Supplement to this Contract (if any) enter into force upon its signing by the Parties.

If there are two different dates, then the signing date of the Contract/Supplement to this Contract (if any) is considered to be the last date of signature of one of the Parties.

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

At the same time, the Period of Assignment, during which the Contractor is anticipated to work in order to perform the Contract, is defined by the Article 3 of this Contract.

Implementation of any activities under the present Contract /Supplement to this Contract (if any) can be started only after the Contact/Supplement (if any) enters in force and must take place only during the Period of Assignment.

Costs that are incurred outside the Period of Assignment are not eligible.

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 and Supplements to General Terms of contract governing Contracts with Appraisers/Firms of Consultants (local) 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 is Artem Reblian, [artem.reblian@giz.de](mailto:artem.reblian@giz.de).

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:

* *CVs of all experts with relevant work experience, qualifications (education, certificates).*

The CVs of the personnel proposed in accordance with Chapter 3 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 4 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.

**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:** |
| a valid authorization issued by the State Customs Service of Ukraine to carry out customs brokerage activities;  (during the transitional period, a valid permit/license for customs brokerage activities issued under the legislation in force prior to 19 April 2025, provided that such permit remains valid at the time of submission of the tender) | Scan copy of authorization (or valid transitional permit/license) for customs brokerage activities |
| have experience in providing customs broker services for a minimum period 5 years (including International Technical Assistance and humanitarian aid) | information in free form on the experience in providing customs broker services for a minimum period 5 years (including International Technical Assistance and humanitarian aid) |
| have qualified personnel responsible for customs clearance activities. The tenderer has to have enough available experts, as big volumes of goods are expected at the same time and due to high workload the experts should be replaceable in order to distribute work to ensure quick and smooth custom clearance. | information in free form on the qualified personnel responsible for customs clearance activities (min 5 experts) |

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.