

<b>PROCUREMENT OF VISIBILITY EXPERT SERVICES FOR COVERING U-LEAD WITH EUROPE REGIONAL ACTIVITIES IN KHERSON OBLAST, MYKOLAIV OBLAST, ZHYTOMYR OBLAST AND TERNOPILOBLAST, AS WELL AS THEMATIC ACTIVITIES IN SOCIAL RELATED TOPICS, EDUCATION, HEALTHCARE, MUNICIPAL ASSETS, AND GENDER EQUALITY IN 2026-2027.</b>	<b>Project number/ cost centre:</b>  <b>ID: G-0123006-002</b>
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## **Terms of reference**

### **0. List of abbreviations**

GIZ	Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH
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
ToR	Terms of reference
U-LEAD with Europe	Ukraine – Local Empowerment, Accountability and Development Programme
RO	Regional Office of U-LEAD with Europe
N/A	Not applicable
RVE	Regional Visibility Expert

## 1. Context

In 2020, Ukraine finalized the implementation of the administrative and territorial reform aimed at building up a viable system of local self-government that shall contribute to positive changes in the life of citizens. In October 2020, local elections took place in the newly established municipalities many of which experienced significant territorial changes.

The Multi-Donor Action “Ukraine Local Empowerment, Accountability and Development Programme” is jointly co-financed by the European Union (EU), its member states Germany, Poland, Denmark, Austria, Slovenia and France and implemented by Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH. On 1 January 2025 the Programme turned to its Phase III, which will be running until 31 December 2027. The main beneficiary of the Programme at the central level is the Ministry for Development of Communities and Territories of Ukraine that receives support in progressing the decentralisation reform and aligning regional policy with the EU acquis. At the sub-national level, the Programme continues supporting municipalities in all regions by enhancing professional and administrative skills of municipal officials for strong local self-government and by enabling municipalities to implement regional and local development policies and reconstruction planning in the context of Ukraine's accession to the EU.

The Overall Objective of the Programme is to contribute to further advancement of multi-level governance in Ukraine, which is transparent, accountable and responsive to the needs of the population in the context EU integration and rebuilding Ukraine.

Within this overall context, U-LEAD with Europe's activities throughout Phase III are designed to achieve three results:

Result 1: The Ukrainian government and the Parliament are increasingly capable of advancing the decentralisation reform and aligning regional policy with the EU acquis.

Result 2: The professional and administrative skills of municipal officials for strong local self-government in the context of Ukraine's accession to the EU are enhanced, taking into account, among other things, the special needs of vulnerable groups and gender equality.

Result 3: Ukrainian municipalities are enabled to implement regional and local development policies and reconstruction planning in the context of the EU accession process.

Main focus areas of U-LEAD in Phase III comprise:

- Pillar 1: Policy and legal advice for strong local self-governments and regions,
- Pillar 2: Capacity development for all municipalities,
- Pillar 3: Support to local reconstruction and development.

Within Pillar 1, legal and policy advice is rendered to partners in adjustment of legislation and aligning it to EU acquis with regard to multi-level governance. In the framework of Pillar 2, informational, consultative and capacity-development measures are offered to municipalities across Ukraine in a tailor-made and targeted way within 12 thematic support packages and reflecting LSG needs and EU integration. Within Pillar 3, U-LEAD's expertise contributes to local reconstruction, formation of absorption capacity for EU structural instruments, development of UA-EU partnership projects and support of municipalities in digital transformation.

The management/implementation structure for U-LEAD with Europe comprises a horizontal Directorate and four Programme Units in Kyiv, and 24 Regional Offices which directly support local self-government bodies.

U-LEAD strengthens the capacities of key actors on national and local level to steer and shape the local self-government reform, including the harmonisation with regional policy and sector reforms, in the context of rebuilding Ukraine and preparing it for EU membership. U-LEAD's activities include enhancing local project preparation capacities, utilising digital resources as well as facilitating partnership relations with EU municipalities.

Alongside this, U-LEAD provides consultations, trainings and other capacity building measures through 24 Regional Offices operating in all parts of the country. U-LEAD provides support to local government officials in managing their municipalities in the wartime environment, complying with the changing legislative framework and engaging in a sustainable recovery process. Also, local officials receive support to deal with the increasing pressure on municipal service provision and ensure food and energy security. To help Ukrainian municipalities adapt to the conditions of martial law, U-LEAD with Europe continues to provide high-quality expert support and targeted consultations on the new regulations, proper management of local budgets under new circumstances and in terms of the management of IDPs. The work of Regional Offices needs to be visible to make sure that relevant best practices are shared at the regional and national levels and to comply with the visibility requirements of the EU and other donors.

The purpose of this contract is to procure high-quality communications and visibility expertise to the activities of U-LEAD/GIZ by maintaining media relations, supporting social media presence of U-LEAD, covering U-LEAD's successful contribution in the regions and creating various information materials commissioned by U-LEAD in the following oblasts of assignment<sup>1</sup> within a respective Operational Team (group of U-LEAD regional offices): Kherson, Mykolaiv, Ternopil, and Zhytomyr and working groups - Municipal services in the field of housing and communal economy; Social services, education, healthcare and gender equality initiative

## **2. Tasks to be performed by the contractor**

U-LEAD concludes the contract with contractor who will provide one expert services for visibility support to U-LEAD Regional Offices in Kherson, Mykolaiv, Ternopil, and Zhytomyr oblasts via preparation of media coverage of their events and activities, good practices of municipalities in 4 oblasts of assignment. The visibility support will include preparation, posting and reposting of media materials on ROs FB pages, central U-LEAD FB page and U-LEAD webpage, preparation of success stories in municipalities within the oblasts of assignment, organization of high-level events and cooperation events with local media.

### **2.1. Tasks**

The contractor is responsible for providing the following services:

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<sup>1</sup> Four oblasts of assignment represent all four categories of Ukrainian territories according to the proximity of the frontline and the main tasks during the war, namely the following: frontline, liberated, support and backline

- Providing regional visibility support to U-LEAD through coordination with the respective Operational Team with its 4 Regional Offices and Communications Team and preparation of traditional/social media coverage of events and activities in 4 oblasts of assignment.
- Preparing of announcements, interviews, press-releases, articles and other necessary materials for, inter alia, local media outlets and U-LEAD webpage to cover U-LEAD activities.
- Maintaining of U-LEAD's regional Facebook pages (i.e. of 4 respective Regional Offices) in Ukrainian by posting, reposting, materials there agreed with U-LEAD Operational Team and U-LEAD Communications Team.
- Collecting of relevant visibility content for official U-LEAD social media pages (and partners' pages at request): drafting of posts with basic information on events and visual content (photo, video material), testimonials from municipalities, data for infographics etc.
- Collecting and providing of details on success stories/best practices in 4 oblasts of assignment: checking of data, communicating with municipalities, in particular potential heroes of success stories, providing their contact details to external journalists at U-LEAD request, accompanying journalists to cover U-LEAD success stories.
- Providing support to ROs in preparation of comments and materials for the media (in coordination with U-LEAD Communications Team).
- Providing local media outlets (of 4 oblasts of assignment) with important announcements, press-releases, interviews, articles and other necessary materials which cover U-LEAD activities.
- Where necessary providing visibility support to organisation and coverage of high-level events in the Regional Offices of U-LEAD in 4 respective oblasts of assignment.
- Providing expert support in highlighting the sectoral dimension of the "U-LEAD with Europe" Programme's activities, specifically regarding the capacity building of local self-government (LSG) officials in the following thematic areas:
  - Social Wellbeing** – highlighting the support provided by the Programme to LSG officials to strengthen their capacities in the fields of social protection, healthcare, and education.
  - Municipal Property Management** – highlighting the Programme's support aimed at developing the competencies of LSG officials in the effective management of municipal property and local resources.
  - Integration of Gender Equality Principles into Local Governance** – highlighting the Programme's support for developing the capacity of LSG officials to implement gender-sensitive approaches and tools into their professional activities.

Within these areas, the Expert shall ensure the preparation, adaptation, and dissemination of information materials through the Programme's communication channels, including the official website, social media pages (including Facebook), as well as through engagement with the media and other external platforms.

- Ensuring the identification and development of a contact database of local self-government officials responsible for communication activities in each region designated for the implementation of this assignment.
- Organization of events (in close coordination with Regional Offices) aimed at improving the cooperation of U-LEAD with the local media and the cooperation between the local media and municipalities.
- Compiling monthly communication plans for 4 Regional Offices operating in the respective oblasts of assignment in accordance with the recommendations set by U-LEAD Operational Team and Communications Team during monthly planning sessions.
- Providing further communications and visibility support upon request of U-LEAD Operational Team and Communications Team.

The contractor shall present GIZ and U-LEAD in an appropriate and professional manner and shall not under any circumstances engage in political discussions or other delicate issues. The contractor cannot represent GIZ and/or U-LEAD, act on behalf of them, give unauthorised comments, statements or opinions attributed to GIZ and/or U-LEAD.

The contractor is not a GIZ staff member. Any personal statement or opinion of the contractor must be clearly separated from those attributed to GIZ and/or U-LEAD. The contractor will respect the U-LEAD visibility guidelines and other EU, BMZ and GIZ regulations as advised by U-LEAD Communications Team.

The contractor shall ensure that all obligations, responsibilities, and compliance requirements stipulated in this Terms of Reference (ToR) extend fully to any subcontractors, third-party service providers, employees, or consultants engaged in the execution of the contract. The contractor remains fully liable for the performance, compliance, and adherence to all contractual terms by such subcontractors and employees.

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 AVB of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH.

The contractor shall have access to the relevant Regional Offices of U-LEAD and their information necessary for the delivery of commissioned outputs. The contractor shall use all the materials obtained from U-LEAD/GIZ in a confidential manner and solely for the purpose of this contract.

The services shall be rendered on the territory of Ukraine (with the exception of temporarily occupied territories and combat areas).

Specific milestones, KPIs and deadlines are to be agreed with U-LEAD Communications Team during the regular exchanges when the contracts enter into force. Certain milestones, as laid out in the table below, are to be achieved during the contract term:

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

<b>Milestones/process steps/partial services</b>	<b>Anticipated deadline/place/person responsible</b>
Conducting debriefing with U-LEAD Communication Team and Operational Teams for formation of monthly media plan	Monthly within contract duration, MS Teams/online, contractor
<u>Regular exchange with U-LEAD Communication Team and Operational Teams for discussion of monthly media plan</u>	Monthly within contract duration, MS Teams/online, contractor

Period of assignment: from **15 July 2026 till 15 November 2027**.

## **2.2. Deliverables and Reporting:**

The Contractor will be responsible for the following:

<b>#</b>	<b>Reporting/ Deliverable</b>	<b>Requirements to the format</b>	<b>Anticipated period, by</b>
<b>1</b>	Facebook reposts from the official "U-LEAD with Europe" Programme page and from the pages of LSGs in the respective regions to the Regional Office (RO) pages.	Reposts of relevant publications with accompanying introductory text.	Throughout the contract period
<b>2</b>	Preparation of materials for the U-LEAD website	Up to 17 communication packages, each including: an	Throughout the contract period

	regarding the activities of Regional Offices (ROs) in Kherson, Mykolaiv, Ternopil, and Zhytomyr regions.	article for the website; a supporting Facebook post for the respective RO page.	
<b>3</b>	Social media coverage of Regional Office events.	Post-event publications — up to 136 posts.	Throughout the contract period
<b>4</b>	Preparation and dissemination of press materials for local and regional media.	Press releases, success stories, interviews, or other agreed formats based on materials from items 2 and/or 3.	Throughout the contract period
<b>5</b>	Preparation of thematic communication products on capacity building of LSG officials with the support of the "U-LEAD with Europe" Programme.	Up to 30 communication products, including: social wellbeing (up to 17); municipal property management (up to 8); gender equality (up to 5).	According to the thematic plan
<b>6</b>	Development and update of the contact database of LSG officials responsible for communications.	Contact database: 1 initial version + 1 updated version.	By Dec 2026 + update in Oct 2027
<b>7</b>	Preparation of communication plans for Regional Offices	1 quarterly plan for each Regional Office (RO).	Quarterly throughout the contract period
<b>8</b>	Reporting on completed communication activities.	Consolidated report describing activities performed, including supporting evidence, according to the reporting schedule.	According to the reporting schedule
<b>9</b>	1st Interim Report	Timesheets, progress reports in Ukrainian and English with annexes.	September 30, 2026
<b>10</b>	2nd Interim Report	Timesheets, progress reports in Ukrainian and English with annexes.	December 31, 2026
<b>11</b>	3rd Interim Report	Timesheets, progress reports in Ukrainian and English with annexes.	March 31, 2027
<b>12</b>	4th Interim Report	Timesheets, progress reports in Ukrainian and English with annexes.	July 31, 2027
<b>13</b>	Final Report	Timesheets, progress reports in UA/EN with annexes. The report must outline: (1) actions taken; (2) inputs and main results; (3) key findings and lessons learned; (4) recommendations for further U-LEAD activities.	November 15, 2027

All documents will be revised and approved by GIZ. The materials and documents elaborated shall be considered as GIZ property and shall not be used by the awarded Expert or any other legal entity or private person without prior written approval by U-LEAD Communications Team or other GIZ representative. GIZ receives an exclusive right on use of all materials, works and developments created by the contractor during the period of this contract assignment.

### 3. Concept

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).

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).

**Cooperation (1.2):** The tenderer is required to describe the establishing of cooperation and then cooperating with the actors relevant for the services for which it is responsible (1.2.2).

#### **Further requirements (1.7)**

Further requirements (1.7.): the tenderer is required to present the knowledge of the reform agenda in connection specifically to the local self-government topics.

### 4. Personnel concept (proposed staff)

The Contractor is required to provide personnel (1 expert) who is suited to filling the position described on the basis of their CVs and portfolio (see Chapter 10), the range of tasks involved and the required qualifications.

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

#### **Key expert 1 - Regional Visibility Expert**

##### Tasks of key expert 1

- Refer to Clause 2

##### Qualifications of key expert 1

- Education/training (2.2.1): university degree (Master's degree) in philology (assessed by CV)
- Language (2.2.2): professional written and oral proficiency in Ukrainian (assessed by concept and portfolio)
- General professional experience (2.2.3): 3 years of professional experience in the communications/ media relations/PR sector/journalism (assessed by CV)
- Specific professional experience (2.2.4):
  - 3 years of proven experience in covering local and regional news as well as the reform agenda in the context of local self-government topics including the examples of success stories, reports from municipalities, coverage of local events related to the reform implementation and 2 relevant projects/examples (assessed by CV and portfolio) – 2 points
  - 5 years of relevant experience of working in 4 types of media-related activities (e.g. press releases, media outreach, press events, interviews, media coordination, writing press

announcements, press releases, organizing press conferences or press trips (assessed by CV and portfolio) – 2 points

- 5 years of experience in Content writing experience for-multiple media platforms, (website, social media, media publications, campaigns, video scripts, etc.) (good storytelling skills) (assessed by portfolio) – 2 points
- Proven experience in 3 relevant projects implemented with international donors, public institutions, or municipalities in Ukraine, and work within the reform implementation sector in Ukraine (assessed by CV and/or portfolio) – 2 points
- 3 years of proven SMM and networking experience, including communication campaigns, audience growth, stakeholder engagement, and management of multiple communication channels, social media and networking expertise (assessed by portfolio) – 1 point
- proven practical experience in photo/video production, editing, filming coordination, or preparation of technical tasks for visual content production (assessed by portfolio) – 1 point

## 5. Costing requirements

### Assignment of personnel and travel expenses

All business travel must be agreed in advance with U-LEAD Operational Team, respective Deputy Head of Regional Operations Unit and must be coordinated with the respective Regional Office of U-LEAD

**Place of assignment: Kherson, Mykolaiv, Ternopil and Zhytomyr Oblasts of Ukraine** – home-based, occasional business travels within 4 oblasts of assignment are foreseen.

The engagement of a Key expert 1 (regional visibility expert) includes **up to 235 expert days**.

### 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 References.

### Specification of inputs

Fee days	Unit of measurement	Number of experts	Total number of days	Comments (if any)
Key expert 1 (Regional visibility Expert – Kherson, Mykolaiv, Ternopil, and Zhytomyr oblasts of Ukraine)	Expert days	1	235	
Travel expenses	Unit of measurement	Quantity		Comments (if any)
Fixed budget for business travel within Ukraine		UAH 80 000		<b>Reimbursement of travel expenses:</b> hotel accommodation and tickets (bus, train), taxi - in accordance with travel regulations (see Annex 1 to the ToR), subject to the provision of supporting documents.



				<p><b>Reimbursement of hotel accommodation expenses</b> is carried out based on a hotel invoice. The hotel invoice must specify the room type and the guest's name. Maximum reimbursement ceilings are specified in Table 1 (see Annex).</p> <p><b>Reimbursement of ticket expenses</b> is carried out by providing GIZ with the originals (or copies) of the tickets. The price must be indicated on the tickets.</p> <p><b>The budget is allocated for travel within Ukraine.</b></p> <p><b>A fixed budget of up to UAH 80 000</b> is intended for the reimbursement of travel expenses, subject to the provision of supporting documents.</p> <p><b>Reimbursement is only possible until the budget is exhausted.</b></p>
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There is no contractual obligation to use up the full days/travel or budgets. The number of days/travel and the budgets will be contractually agreed as **maximum amounts**.

## 6. Inputs of GIZ or other actors “Not applicable”

## 7. Financial provisions

### 7.1 Contract value

The contract value shall be calculated according to the format of the financial bid (price schedule).

### 7.2 Financial bid (price schedule)

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.

### 7.3 Payment Conditions

- The Contractor shall be paid 100% post payment upon performance in the agreed instalments on quarterly basis.
- 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) 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.

#### **7.4 Requirements to the submission of the financial reporting documents**

- Originals of Invoices, acts of acceptance, service entry sheet (LERF) 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, 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.

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>

Act of acceptance for completed works /services standard template can be found here: [https://www.giz.de/sites/default/files/media/els-document/2026-03/act-service-acceptance-final\\_0.doc](https://www.giz.de/sites/default/files/media/els-document/2026-03/act-service-acceptance-final_0.doc)

### **8. Other Provisions**

#### **8.1 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 Contract 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 Contract/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 für 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](#) (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 the Contract, the Contractor confirms that in accordance with the Tax Code of Ukraine, the Contractor is/is not a payer of value added tax under general conditions.

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 will be assigned after contract signing.

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.

The Tenderer/ 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.

## 8.2 VAT Exemption

The given procurement of services/ works upon the Contract shall be carried out at the funds of the funds of the Project of International Technical Assistance (Project ITA), PN: 2023.2122.2 «Supporting decentralization in the context of reconstruction and EU integration in Ukraine / UDU – U-LEAD with Europe: Phase III», registered by the Secretariat of the Cabinet of Ministers of Ukraine (registration card of the project (program) No. 5974 dated 21/04/2025) and complies with the category (type) of Services specified in the purchase plan available at address <https://www.kmu.gov.ua/diyalnist/mizhnarodna-dopomoga/pereliki-zareyestrovanih-proektiv-z-planami-zakupivel>

The above-mentioned ITA project is implemented within the Framework Agreement between the Government of Ukraine and the Government of the Federal Republic of Germany on Counselling and Technical Cooperation dated 29/05/1996 and Framework Agreement between the Government of Ukraine and the Commission of European Communities ratified by the Law of Ukraine № 360-VI of 03.09.2008.

**The given procurement of services/ works upon the Contract shall be determined free from VAT** under provisions of cl.197.11 Art. 197 of the Tax Code of Ukraine. Operations for providing services under this Agreement are subject to VAT exemption.

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, then the Contractor must notify GIZ of such VAT registration in writing or in electronic form by means of submission of

an e-mail with copy of the Excerpt from VAT Registration Registry to the GIZ's e-mail address indicated in the details of the Contract. The Contractor must submit the mentioned notification to the GIZ not later than 1 calendar day following the day of VAT registration.

At the same time the Parties agreed that the purchase of Services after the VAT registration of the Contractor shall be exempt from VAT in accordance with the abovementioned.

## **9. Outsourced processing of personal data “Not applicable”**

## **10. Requirements to the format of the bid**

### **10.1 Documents to be submitted**

#### **10.1.1 Technical bid** Tenderers must provide the following documents:

- A technical bid containing a description of the methodology proposed in relation to the identified tasks. **Technical bid must be signed and stamped (if stamp is used).**
- Portfolio of the expert
- CV of the expert 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 the Ukrainian and English languages.

The portfolio should contain information proving contractor's outstanding competence in writing press-announcements and press-releases, organizing press-events, experience in coverage/visibility of events related to decentralization reform, social media expertise. Please submit references as external content (links). Please identify the external content with its date of creation. The portfolio must be drawn up in the Ukrainian language.

The complete technical bid must not exceed 7 pages (excluding CV). If one of the maximum page lengths is exceeded, the content appearing after the cut-off point will not be included in the assessment.

The CV 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 CV should not exceed 4 pages. It must clearly show the position and job the proposed person held in the reference project and for how long. The CV must be drawn up in the Ukrainian and English languages.

#### **10.1.2 Financial bid (Price schedule)**

The financial 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.

**Financial bid (price schedule) must be signed and stamped (if stamp is used).**

#### **10.1.3 Registration documents of the Tenderer**

Shall be provided according to the requirements of tender documentation.

## **11. Option “Not applicable”**

## **12. 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 evidence – 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-infoeuro\\_en](https://commission.europa.eu/funding-tenders/procedures-guidelines-tenders/information-contractors-and-beneficiaries/exchange-rate-infoeuro_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/> (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 evidence – 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 3 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 evidence – 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 evidence – 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 evidence - 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 evidence – tickets with price indication**

Table 1 / Таблица 1

## Accommodation costs in Ukraine

Cities	Accommodation allowance, highest rate
Kyiv, Lviv, Odessa,	<b>Invoice based</b> <b>up to 6500 UAH</b>
Dnipro, Zaporizhzhya, Kropivnytski, Kharkiv	<b>up to 4750 UAH</b>
Zhytomyr, Uzhgorod, Poltava, Mykolaiv, Mariupol, Cherkassy, Kherson, Cherniviv, Kremenchuk, Zakarpattia, Chernivtsi	<b>up to 3250 UAH</b>
Luts'k, Pochaiv, Sumy, Ternopil, Vinnitsja , Rivne, Ivano-Frankivsk, Kamianets Podolski, Berdjansk, Yaremche, Kramatorsk	<b>up to 2500 UAH</b>