|  |  |
| --- | --- |
|  | **PROCUREMENT CONTRACT** |
|  | **Service – Supplies** |
|  | **Number: 26-MR0667** |
|  | |
|  | **Object of the contract:**  **Development of design and cost estimate documentation for the reconstruction, modernization, and equipment of the Medical Supply Branch of the State Enterprise “Medical Procurement of Ukraine”** |
|  | |
|  | **MAXIMUM AMOUNT OF THE CONTRACT:**  *state here the amount of all services/supplies that may be delivered under the contract in Euro or UAH* |
| |  | | --- | | **Award date:** |   This contract is subject to the French Public Procurement Code in its latest version in force as enacted by [Order No. 2018-1074 issued on 26 November 2018](http://www.marche-public.fr/ccp/ccp-plan-legislative.htm) and its Implementation [Decree No. 2018-1075 issued on 3 December 2018](http://www.marche-public.fr/ccp/ccp-plan-reglementaire.htm) constituting the regulatory aspects of the Public Procurement Code (“CCP”).  It is awarded by means of:  adapted procedure in application of Articles L. 2123-1 and R. 2123-1 to R. 2123-7 of CCP | |

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**special conditions – commitment procedure**

**Between:**

|  |
| --- |
| **EXPERTISE FRANCE SAS**  40, boulevard de Port Royal - 75005 PARIS, France  A simplified joint-stock company with share capital of €828,933 registered under the following numbers:   * SIRET no.: 808 734 792 00035 * Intra-community VAT number: FR36 808734792   Represented by Mr Jérémie PELLET, Managing Director,  **of the first part,** |

**and:**

|  |
| --- |
| **co-contracting party’s name**  (Hereafter the “Contractor”)   * Registered office address: * Registration number at the trade and companies registry: * Intra-community VAT no. (as applicable):   Represented by:  **of the second part,** |

(Hereafter referred to collectively as the “Parties“)

**Whereas:**

In the context of the cooperation, hereafter the “Main Contract” (donor contract) signed on *11 December 2023* between Expertise France and the Ministry of Europe and Foreign Affairs (MEAE), concerning «Priority Assistance in Emergency Period in Ukraine (APPUI Health)», Expertise France asks the Contractor, which accepts the same, to perform the services and deliver the services under the Contract as set out in the attached technical annex entitled “Specifications”.

**In the light of the foregoing, the following is agreed:**

1. **Object of the contract**

The object of this contract (hereafter the “Contract) is “DEVELOPMENT OF DESIGN AND COST ESTIMATE DOCUMENTATION FOR THE RECONSTRUCTION, MODERNIZATION, AND EQUIPMENT OF THE MEDICAL SUPPLY BRANCH OF THE STATE ENTERPRISE “MEDICAL PROCUREMENT OF UKRAINE”.

1. **Contractual documents**

The Contract is composed of the contractual documents set out below in decreasing order of priority:

1. This document and its annexes:

* Annex 1 attached: Terms of reference;
* Annex 2 attached : Financial Offer
* The Code of Conduct of Expertise France (available at <https://www.expertisefrance.fr/documents/20182/426622/Expertise+France+%E2%80%93+Code+of+conduct/82cf6060-4768-4b25-8817-ccba1d86e568>);

1. CCAG - General administrative clauses applicable to public procurement for intellectual services approved under the Order of 30/03/2021
2. The Contractor’s bid dated XX/XX/XXXX

These documents constitute the entirety of the agreement between the Parties with regard to the Contract. They supersede all verbal and written communications, procedures, agreements, commitments, guarantees and settlements referring to its object and facts that may have been made by or on behalf of a Party to the other Party before the notification date. These documents are acknowledged by the Parties to represent the sole and complete expression of the terms of their agreement.

Without prejudice to the general rules applicable to administrative contracts, any modification to the Contract or the waiver of any right resulting from the Contract must be covered by an amendment signed by a duly authorised representative of each Party.

1. **General characteristics of the Contract**

## Form of the Contract

The Contract is a public contract for services at fixed and total prices.

## Term of the Contract

The term of the Contract is 9 months from its award to the Contractor by Expertise France.

The Contract shall expire after all services/supplies have been delivered by the Contractor and all rights and obligations of the Parties resulting from the Contract have been extinguished. If all or some of the services/supplies remain outstanding by the specified period, the Contractor must immediately take all necessary steps to complete delivery without being able to claim any remuneration in this regard.

## Commencement and deadline of service provision

The service provision deadline under this Contract is 36 weeks from the award date of this Contract.

If all or some of the services/supplies remain outstanding within the specified deadline, the Contractor must immediately take all necessary steps to complete delivery without being able to claim any remuneration in this regard.

1. **Financial provisions**

## Amount of the Contract

The amount of the Contract is: State amount in € or UAH exc. VAT.

It is broken down as follows:

|  |  |  |
| --- | --- | --- |
| **ITEM** | **TYPE OF AMOUNT** | **AMOUNT** |
| Analysis of the existing documentation, the condition of the warehouse complex, and engineering systems | Lump Sum | € or UAH exc. VAT. |
| Completion of geodetic, geological, and technical surveys | Lump Sum | € or UAH exc. VAT. |
| Analytical report on baseline data, engineering surveys, and regulatory requirements | Lump Sum | € or UAH exc. VAT. |
| Conducting working meetings related to the preparation of design and cost estimate documentation | Lump Sum | € or UAH exc. VAT. |
| Development of architectural, structural, and engineering solutions, technological schemes, and cost estimates | Lump Sum | € or UAH exc. VAT. |
| Preparation of the full documentation package for expert review and ensuring its successful completion | Lump Sum | € or UAH exc. VAT. |
| Incorporation of adjustments and clarifications to the project based on expert review results | Lump Sum | € or UAH exc. VAT. |
| Preparation of the final set of design and cost estimate documentation | Lump Sum | € or UAH exc. VAT. |
| Final report outlining the completed work, expert review outcomes, and recommendations for project implementation | Lump Sum | € or UAH exc. VAT. |
|  |  |  |
| **AMOUNT OF THE CONTRACT** | | € or UAH exc. VAT. |

The fixed price of each item corresponds to the amount Expertise France undertakes to pay, after validation, all services/supplies due under the Contract have been accepted without reservation. As pricing is fixed, it includes all costs relating to the corresponding service provision and/or delivery of supplies.

## Form of prices

Prices are firm and non-modifiable.

## Advance

No advance will be granted.

## Payment procedure

* **Interim payment**

Interim payments may be effected upon completion of the services, in accordance with Annex 2.

The amounts of such payment may not exceed the value of the services, supplies or works performed by the Contractor and validated by Expertise France. Payment of the interim payment does not constitute proof of full acceptance, nor does it release the Contractor from its obligations under the Contract.

**Partial definitive payments/balance**

Each item and purchase order gives rise to a partial definitive payment corresponding to the balance, to be carried out after receipt and final acceptance of all corresponding services and supplies.

## Payment terms and late payment interest

Payment is always made out in the name of the issuer of the invoice or of the expense reimbursement request.

Overall payment terms for monies due under the Contract are thirty (30) days maximum from the date of receipt of the complete invoice, including all supporting documentation, or the date of service/supply acceptance if this date is later. Any missing document will prevent payment.

If these payment terms are not respected, Expertise France will pay late payment interest to the Contractor pursuant to Article R. 2192-10 et seq. of the CCP on the fight against late payment in public procurement contracts. The rate applied shall be the interest rate of the European Central Bank for its main and most recent refinancing operations, as applicable on the first day of the semester of the calendar year during which late payment interest started to accrue, plus eight percentage points.

The amount of the fixed indemnity to cover collection costs is set at forty (40) euros and will be systematically paid in addition to late payment interest. Interest below €40 shall not be mandated.

## Presentation of payment demands

In addition to the legal notices (intracommunity VAT no.), invoices relating to the Contract must contain the following information:

* Company name, address and registered office of the Contractor;
* Registration number of the Contractor (SIRET or equivalent);
* Bank account details;
* The code of the department acting as specifying department (stated in the article entitled Contact person and communication);



* Reference number of the Contract;
* The reference and title of the cooperation project concerned (if applicable);
* Clear and accurate description of the equipment/supplies sold and/or services performed;
* If the Contractor’s bank details are not stated on invoices, it must provide a statement or certificate of bank or post office account details, with the third-party form duly completed in all cases.

Invoices are to be forwarded via the Chorus Pro system, and must state the department code provided above corresponding to the department of Expertise France on behalf of which the Contract has been placed.

If the Contractor is not obliged to forward invoices via Chorus, it may submit its invoices to the contact person stated in the article entitled Contact person and communication.

Invoices for advances must be accompanied by the corresponding supporting documentation validated by Expertise France.

Invoices for balances (partial definitive payments) must be accompanied by a copy of the acceptance decision for the corresponding services and/or supplies.

Any missing document will prevent payment.

## Bank transfer

Payment for invoiced services/supplies will be made to the bank account identified in the third-party sheet.

Payment is always made out in the name of the issuer of the invoice or of the expense reimbursement request.

## Value added tax (VAT)

The Contractor must state the VAT rate applicable to the transaction or, as applicable, its VAT exemption by stating on the invoice the relevant provisions of the French General Tax Code or those of Directive 2006/112/EC of 28 November 2006.

Any Contractor benefitting from exemption must state “VAT exempt” in accordance with the rules that apply to it.

## Taxes and duties

The Contractor shall be directly responsible for all taxes and duties that may be levied against it under the Contract, both in the country of its registered office and in those of project implementation.

1. **inspection and acceptance activities**

## Inspection activities

Inspection activities will be carried out for services and supplies as set out in Chapter 5 of the CCAG-FCS. By way of derogation from Article 23 of the CCAG-FCS, inspection activities will be carried out by:

* the Deputy Head of Health Program, Mathieu Radoube
* the Health Program Finance and Grants Manager, Milana Jascuk

## Acceptance of services and supplies

By way of derogation from Article 25 of the CCAG-FCS, acceptance activities will be carried out by:

* the Deputy Head of Health Program, Mathieu Radoube
* the Health Program Finance and Grants Manager, Milana Jascuk

Any lack of response from Expertise France shall not equate to tacit acceptance of services or supplies.

1. **Specific terms of execution**

## Deliverables table

|  |  |  |
| --- | --- | --- |
| Periodic deliverables | | |
| Item | Deliverable | End date |
| 1 | Analysis of the existing documentation, condition of the warehouse complex, and engineering systems. | T0 + 2 weeks |
| 2 | Completion of geodetic, geological, and technical surveys | T0 + 4 weeks |
| 3 | Analytical report on baseline data, engineering surveys, and regulatory requirements | T0 + 6 weeks |
| 4 | Conducting working meetings with MPU team for providing the necessary information and materials to support effective project development. | T0 + 8 weeks |
| 5 | Development of architectural, structural, and engineering solutions, technological schemes, and cost estimates | T0 + 26 weeks |
| 6 | Preparation of the full documentation package for expert review and ensuring its successful completion | T0 + 30 weeks |
| 7 | Incorporation of adjustments and clarifications to the project based on the results of the expert review | T0 + 32 weeks |
| 8 | Preparation of the final set of design and cost estimate documentation for approval by MPU | T0 + 34 weeks |
| **Final deliverables** | | |
| Item | Deliverable | End date |
| 9. | Final report on the completed work, expert review results, and recommendations for project implementation | T0 + 36 weeks |

## Expert in charge of the assignment

The assignment must be performed by one or more designated experts whose CV must be appended to the Contract.

The Contractor may therefore not replace any designated expert for the delivery of the services attributed to said expert, unless with prior written approval from Expertise France.

## Place of execution

The services will be performed in Ukraine.

## Language of the Contract

This document is written in English, which shall be the reference language for any dispute that may arise regarding the meaning or interpretation of the Contract, to the exclusion of any other language.

## Commitments of the Contractor

The Contractor is subject to a performance obligation and therefore undertakes to:

* comply with the Specifications;
* immediately notify Expertise France in writing of any communication or instruction relating to the services/supplies that it may receive from the Client (beneficiary country or public entity) or from a third party, and not to comply with any such communication or instruction until having discussed the matter with Expertise France and after receiving the latter’s written authorisation;
* notify any difficulty it may encounter with the performance of its obligations under the Contract;
* comply with all applicable laws and regulations of the country of delivery of the services/supplies and adopt an attitude and act vis-à-vis third parties in the interests of Expertise France, such that Expertise France cannot be reproached in this regard by the Client, or by any person the latter may have designated;
* protect the interests of Expertise France vis-à-vis the Client;
* act as a loyal advisor vis-à-vis Expertise France;
* present itself vis-à-vis the Client, partners and local authorities as a Contractor engaged by Expertise France;
* apply the undertakings of Expertise France as expressed in its Code of Ethics, provided in Annex 5 of the Contract.

In the context of Contract execution, the Contractor undertakes to:

* perform the services/supplies in a diligent, effective and economic manner, in accordance with generally accepted techniques and practices;
* employ appropriate modern techniques and safe and affective processes.

## Confidentiality

The Contractor shall treat as private and maintain the confidentiality of all documents and information received or which it becomes aware of in the context of the Project. It shall maintain the secrecy thereof and not use them for any purpose other than execution of the Contract.

In this regard, the Contractor undertakes:

* To protect and maintain the confidentiality of information considered or presented as such;
* To handle confidential information it receives with the same degree of care and protection as it applies to its own confidential information;
* only to reveal confidential information to its personnel and third parties involved in performance of the Contract after having received prior written and express approval from Expertise France;
* to take all necessary steps such that its personnel and third parties involved in execution of the Contract, who become aware of confidential information, undertake to treat such information with the same level of confidentiality as set out in this clause;
* As and when required, to reiterate the confidential nature of such information to its personnel and third parties involved in the execution of the Contract, as soon as said confidential information is communicated to the aforementioned persons;
* to reiterate the confidential nature of confidential information prior to any meeting during which confidential information is communicated.

Apart from where necessary for the purposes of service delivery, the Contractor may not disclose any element of the Contract without prior written consent from the other party.

## Provision of documents

Expertise France shall ensure that the Contractor receives in good time all the documents (as set out below) required for delivery of the services/supplies:

* Technical offer of the Main Contract
* Specifications of the Main Contract

## Insurance

The Contractor shall take out, and maintain at is own expense, third-party and professional liability insurance policies covering the physical injury and material and consequential damage that may arise from delivery of the services/supplies.

The Contractor shall also take out, and maintain at its own expense, insurance policies covering its working accident and occupational illness liability with regard to its agents assigned to delivery of the services/supplies.

The Contractor must be able to produce on request by Expertise France all certificates demonstrating its possession of the aforementioned policies.

## Contact person and communication

All communication and notifications between the Parties under the Contract shall take place in written form, either through the exchange of e-mails or via registered letter with acknowledgement of receipt, where the latter form is prohibited in certain cases under the Contract, and shall be deemed to have been validly served from its receipt by the addressee.

All correspondence shall be forwarded, all carriage costs paid, to the following addresses:

|  |  |
| --- | --- |
| For Expertise France: | Expertise France  Mathieu Radoube  Geographical Department  40, boulevard de Port Royal  F-75005 PARIS |
| For the Contractor: | To be completed by the Contractor |

Each Party may modify its address at any time subject to notifying the other Party thereof in writing.

## Understaking against deforestation

Within the framework of the policy to combat imported deforestation and in the hypothesis of the use of raw materials or processed products, the Contractor undertakes to evaluate precisely the quantities really necessary and to study alternatives to the products at risk listed below:

* Meat;
* Eggs ;
* Dairy products ;
* Ready-made meals, margarine, spreads;
* Leather shoes ;
* Automotive upholstery ;
* Household and cleaning products ;
* Agrofuels ;
* Lumber ;
* Solid wood or particle;
* Fuels ;
* Paper ;
* Cardboard ;
* Textiles ;
* Coffee, chocolate ;
* Exotic fruits ;
* Electronics.

For more information, the guide Engaging in Zero Deforestation Public Procurement is available at the following email address : <https://www.ecologie.gouv.fr/sites/default/files/Guide_politique_achat_public_zero_deforestation.pdf>

1. **Re-examination clause**

Under Article R.2194-1 et seq. of the Public Procurement Code, Expertise France may amend the provisions of the Contract subject to the following conditions:

* Example 1: Substitution with a new pricing schedule if deletions, modifications or additions are made to the items in the initial pricing schedule, subject to approval by Expertise France;
* Example 2: Revision of technical elements (clarification of deliverables, producer technical definitions, equipment technical documents, updated instructions, etc.).

Such modifications shall be notified to the Contractor by concluding an amendment.

1. **Similar services**

Under Article R.2122-7 of the French Public Procurement Code, the Contractor may be awarded a contract for similar services to those of the initial contract without advertising or competitive bidding.

1. **penalties**

The amount of penalties will be applied within the calculation of the balance due under the relevant item or purchase order.

## Penalties for periodic documentary deliverables

By way of derogation from Article 14 of the CCAG, penalties are set at the fixed rate of €50 net per day of delay in the delivery of the periodic deliverables specified in Article 6 “Deliverables table” of the Contract.

## Penalties applicable to submission of final deliverables

By way of derogation from Article 14 of the CCAG, penalties are set at the fixed rate of €100 net per day of delay in the delivery of the final deliverables specified in Article 6 “Deliverables table” of the Contract.

1. **intellectual property**

## Definitions

The Assignment provided for by this article requires definition of the following terms:

* “Result” means any intended outcome of the performance of the Contract which is delivered and definitively accepted by Expertise France;
* “Creator” means any natural person who contributed to the production of the result;
* “Pre-existing right” means any intellectual property right, including pre-existing technologies owned by Expertise France, the Contractor or any third party with a prior interest in the order to be executed under the Contract.

## Ownership of results

The ownership of results, and the title to related intellectual and industrial property rights, including the solutions and technical information they contain, are entirely and irrevocably transferred to Expertise France under the Contract. This Assignment only covers the economic rights of creators under the conditions set out in Article 8.3 of the Contract. The moral rights of creators are excluded. Such moral rights cover the disclosure, paternity and respect for the integrity of the results treated as a work within the meaning of the French Intellectual Property Code.

The aforementioned elements shall be deemed to be effectively transferred to Expertise France after acceptance of the results delivered to it by the Contractor.

The payment of the price to the Contractor is deemed to include any fees payable to the Contractor in relation to the acquisition of rights by Expertise France, notably all forms of exploitation of the results. The acquisition of such covers all territories worldwide.

## Exploitation of results

By acquiring title to the results developed by the Contractor, Expertise France becomes the holder of all economic copyright relating to such rights. In this regard, yet without the list being exhaustive, Expertise France may exploit the results for the following purposes:

* internal exploitation:
  + disclosure to its personnel;
  + communication disclosure to persons and entities working for Expertise France or cooperating with it, including contractors, subcontractors (whether legal or natural persons), EU institutions, agencies and bodies and member states' institutions;
  + installing, uploading, processing, arranging, compiling, combining, retrieving, copying, reproducing in whole or in part and in unlimited number of copies.
* distribution to the public:
  + in paper, electronic or digital format;
  + on the internet as a downloadable/non-downloadable file;
  + via display, radio or television broadcasting or any other transmission technique;
  + otherwise in any form and by any method.
* modifications:
  + modification of content, form or technique;
  + addition of new elements of content and form;
  + adaptation using new media;
  + translation into any language;
  + digitisation and computer processing.

## Licensing of pre-existing rights

Expertise France shall not acquire ownership of pre-existing rights. The Contractor shall license the pre-existing rights on a royalty-free, non-exclusive and irrevocable basis to Expertise France, which may use the pre-existing rights as set out in Article 8.3. Such licences shall become effective from the moment the results are delivered by the Contractor and accepted by Expertise France. On delivery of the results, the Contractor may, as required, provide Expertise France with a list of pre-existing rights and third parties' rights, including those of its personnel, of creators and of other right holders. The licensing of pre-existing rights to Expertise France under the Contract covers all territories worldwide and is valid for the whole duration of intellectual property rights protection.

## Guarantees

When delivering the results, the Contractor shall warrant that they are free of rights or claims from creators and third parties, including in relation to pre-existing rights, for any use envisaged by Expertise France.

On request from Expertise France, the Contractor shall provide evidence of ownership or rights to use all the listed pre-existing rights and rights of third parties, except for the rights owned by Expertise France.

## Image rights

If natural, recognisable persons appear in a result or their voice is recorded, on request from Expertise France the Contractor shall submit a declaration in which such persons (or of the persons exercising parental authority in case of minors) give their permission for the described use of their image or voice. This does not apply to persons whose permission is not required in line with the law of the country where photographs were taken, films shot or audio records made.

1. **Termination of the contract**

## General terms of performance

The Contract is subject to the termination clauses as defined in Articles 29 to 36 of the CCAG.

By way of derogation from Article 40 of the CCAG PI, termination for reasons of general interest is not applicable to this contract. However, the parties agree on the possibility of terminating the contract by mutual consent.

In the event of early termination, the Contractor shall immediately return to Expertise France all documents it may have received for the purposes of execution of the Contract.

## Termination of the Contract due to the non-availability of a designated expert

In the event of the non-availability of a designated expert, the Contractor shall notify Expertise France thereof within 3 days and, within 14 days at the latest, propose the CV of a replacement expert of at least the same level or expertise. If these replacement conditions are not respected, Expertise France may terminate the Contract due to fault on the part of the Contractor.

Regardless of the circumstances, should an expert remain unavailable for a cumulative duration of XX weeks without a satisfactory replacement having been found, Expertise France may automatically terminate the Contract.

Termination for the non-availability of a designated expert shall not establish any entitlement to any form of compensation for the Contractor.

## Procedure

Any termination decision shall be notified by Expertise France to the Contractor by registered letter with acknowledgement of receipt. It shall state the effective date of termination.

1. **safety and security measures and responsabilities**

The Contractor is the only one who is responsible for the safety of the people and property that he mobilizes for the execution of the present Contract and in this respect, takes all necessary measures. He undertakes to ensure that all of his employees and subcontractors comply with the safety instructions that he issues.

In the event of an incident and/or direct or indirect attack on the safety of people directly or indirectly mobilised by the contractor or its equipment, Expertise France cannot be held responsible in any way whatsoever.

1. **ethics**

The Contractor also undertakes to take note of the  [Expertise France Code of Conduct](https://www.expertisefrance.fr/documents/20182/426622/Expertise+France+%E2%80%93+Code+of+conduct/82cf6060-4768-4b25-8817-ccba1d86e568) and to comply strictly with it (the Expertise France code of conduct is available on the agency’s website: [www.expertisefrance.fr](http://www.expertisefrance.fr)).

Any breach to comply with the code of conduct may result in the termination of the Contract and incur the liability of the Contractor.

1. **Administration of personal data**

Under Article 13 or Regulation (EU) no. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), the Contractor is notified that personal data (notably name, first name and e-mail address) collected under this contract may be processed.

The legal basis under which such processing is performed are set out in c) and e) of Article 6.1 of the GDPR, namely:

* The processing is necessary in order to comply with a legal obligation by which Expertise France is bound;
* The processing is necessary for performance of a public-interest assignment or which falls within the scope of the public authority entrusted to Expertise France.

The purposes of the processing are as follows:

* Management and monitoring of this Contract
* Management and monitoring of reports forwarded to donors and other supervisory authorities.

Recipients or category of recipients of the personal data are exclusively authorised personnel of Expertise France, ministries and state operators and donors responsible for awarding and executing this contract, including any service providers assisting them with their activities.

Retention period: the data will be held throughout the execution of the contract, including the DUA (duration of administrative usefulness) applicable to the contract.

Under Articles 15 to 21 of the GDPR, persons whose personal data is collected enjoy a right of access, rectification and deletion with regard to such data. They also enjoy the right to restrict and refuse processing on legitimate grounds. The information and other rights of data subjects may be exercised by contacting the Data Protection Officer of Expertise France ([informatique.libertes@expertisefrance.fr](mailto:informatique.libertes@expertisefrance.fr)).

Persons whose personal data is collected under this procedure may submit a complaint to CNIL.)]

The Contract may require the processing of personal data. The parties undertake to comply with regulations on the processing of personal data in accordance with amended law no. 78-17 of 6 January 1978 relating to data processing, files and liberties and regulation (EU) 2016/679, known as the General Data Protection Regulation (GDPR).

The Contractor notably undertakes to:

* Process personal data solely for the purposes of the Contract, as defined in annex hereto covering the collection of personal data (GDPR data processor);
* Ensure that persons authorised to process personal data undertake to maintain its confidentiality or are bound by an appropriate legal obligation of confidentiality;
* Implement appropriate technical and organisational measures to guarantee a level of security commensurate with the risks resulting from the Contract, notably with regard to data encryption, confidentiality and integrity;
* Notify Expertise France, via any means, of any personal data breach within 24 hours of becoming aware of any such event;
* Assist Expertise France in its obligation to respond to requests it may receive from data subjects;
* Delete all personal data or return it to Expertise France on conclusion of the services covered by the Contract, as specified by the latter, unless EU law or that of the member state requires such data to be retained;
* Make available to Expertise France all information it may require to demonstrate compliance with the obligations set out in this article and to enable audits to be conducted by the latter or by any other person of its choice.

Where the Contractor uses a data processor to process personal data during execution of the Contract, it must obtain prior written authorisation from Expertise France. Similarly, the Contractor shall notify Expertise France of any planned change concerning the addition or replacement of processors, thereby enabling Expertise France to issue any objections it may have in this regard.

The same obligations concerning data protection as those set out in the Contract are mandatory for processors, notably regarding the provision of adequate guarantees for the implementation of appropriate technical and organisational measures ensuring the protection of personal data. Should any processor fail to meet its obligations, the Contractor shall remain fully responsible vis-à-vis Expertise France for the fulfillment of the processor’s obligations.

In the event of non-compliance with the aforementioned provisions, the Contractor is reminded that its liability may be invoked. In the event of any breach of professional secrecy or non-compliance with the aforementioned provisions, Expertise France may immediately terminate the Contract without compensation for the Contractor.

1. **Dispute resolution - applicable law**

Any dispute between the Parties relating to the existence, validity, interpretation, execution, and termination of the Contract (or any of its clauses) that the Parties cannot resolve amicably within 30 days of the notification of the dispute by the requesting Party to the other Party, shall be submitted to the competent court.

The applicable law for this Contract is French law, to the exclusion of any other law.

1. **Derogation from the CCAG**

The following articles of this document derogate from the CCAG-FCS:

* article 5 derogates from article 28 and 15 of the CCAG;
* article 9 derogates from article 14 of the CCAG

1. **AUDIT**

The Contractor may be submitted to an audit concerning compliance with the regulations and contractual obligations applicable to the performance of the present Contract. This audit may be carried out by Expertise France or by a third party appointed by Expertise France and may not be refused by the Contractor. If the audit is carried out by a third party, the appointed third party must not be a direct competitor of the Contractor. Scheduled audits may be carried out periodically or spontaneously at the request of Expertise France or a third party. In all cases, the contractor will be informed at least 5 working days in advance.

The Contractor therefore undertakes to:

* Allow Expertise France or the appointed entity, and facilitate their access to the information required to carry out the audits, including interviews with the people involved and on-site visits;
* Submit documents relating to the performance of the present Contract as well as any documents required by the auditors;
* Demonstrate transparency and respond to auditors’ requests;
* Implement any corrective measures that may be necessary.

Expertise France will notify the Contractor of the identity of the audit structure selected in the case of an external firm, the purpose of the assignment, the planned duration of the assignment and the names of the experts assigned.

The Contractor also undertakes to allow Expertise France, or any other third party mandated by Expertise France, to carry out an investigation in the case of an allegation of a prohibited practice[[1]](#footnote-1) relating to the present Contract, under the conditions set out above.

The conclusions of the audit report will be sent to each of the Parties by any means deemed appropriate by Expertise France.

The conclusions may prescribe the implementation of actions and a deadline for completion.

Any refusal by the Contractor to comply with the audit exercises and/or their conclusions gives as of right to Expertise France the possibility to terminate the present contract without compensation.

1. **Final provisions**

## Declaration

The Contractor, its affiliates, suppliers, service providers, consultants and subcontractors (including directors, employees and agents of such entities) hereby declares:

* that no natural or legal person on whose behalf the Contractor is acting is subject to the prohibitions set out in Articles L. 2141-1 to L. 2141-6 and L. 2141-7 to L. 2141-11 of the French Public Procurement Code or any equivalent prohibition issued in another country;
* that the commitments made by the Contractor within the scope of the Contract do not create a situation of conflict of interest that may affect the execution of the Contract;
* that the Contractor have not committed any act that may influence the process of Project implementation to the detriment of the Beneficiary, and notably that no Understanding has been, or will be, entered into;
* that the negotiation, award and execution of the Contract has not given rise to, nor will do so in the future, any act of corruption as defined in the United Nations Convention Against Corruption dated 31 October 2003;
* accepts that the Contract will be awarded in accordance with standard practices and in electronic format.

Furthermore,

The Contractor, its affiliates, suppliers, service providers, consultants and subcontractors (including directors, employees and agents of such entities) certify that:

* they do not acquire and don't supply/will not acquire or supply equipment and do not intervene/will not intervene in sectors under embargo by the United Nations, the European Union or France. For information, the list can be found at: <https://www.sanctionsmap.eu> ;
* they are not included in the lists of financial sanctions adopted by the United Nations, the European Union, France and/or the United States, notably in the fight against the financing of terrorism and against attacks on national peace and security. For information, the lists can be consulted at the references below:
* for the United Nations, the United Nations Security Council sanctions lists: <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>;
* for the European Union, the lists can be consulted at the following address: <https://www.sanctionsmap.eu>;
* for France, see: <https://gels-avoirs.dgtresor.gouv.fr/List>;
* for the United States, see: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information>;
* they are not subject to a World Bank exclusion order and are not on the list published by the World Bank. For information, the list can be consulted at the following address:

<https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>

*In the hypothesis of such a decision of exclusion, we can join to the present declaration on honor the additional information which would allow to consider that this decision of exclusion is not relevant within the framework of the market)*.

Finally, the Contractor, its affiliates, suppliers, contractors, consultants and subcontractors (including directors, employees and agents of such entities) acknowledge and accept that the above-mentioned situations may lead to the automatic termination of the contract.

They undertake to inform Expertise France without delay of any change in our situation during the execution of the contract with regard to the present declaration.

FOR THE CONTRACTOR:

In.....………....….., on...…….....20....

Preceded by the handwritten words “Read and approved":

Signature[[2]](#footnote-2):

Name:  
First name:

Role:

FOR EXPERTISE FRANCE:

This offer is accepted as an undertaking.

In.....………....….., on...…….....20....

Signature[[3]](#footnote-3):

Name:  
First name:

Role:

**Done in one original copy retained by Expertise France.**

**Annex 1: Terms of reference**

1. **General information**

|  |  |
| --- | --- |
| Assignment name | Development of design and cost estimate documentation for the reconstruction, modernization, and equipment of the Medical Supply Branch of the State Enterprise “Medical Procurement of Ukraine” |
| Beneficiary | State Enterprise “Medical Procurement of Ukraine” |
| Country | Ukraine |
| Total estimated number of days | Approximately 180 working days (36 weeks) |

1. **Context and justification of the need**

Expertise France is a public agency for international technical cooperation, working alongside partner countries to advise and support them in strengthening their public policies. To this end, the agency coordinates and implements projects of national or regional scope in the main areas of public action: 1. democratic, economic and financial governance; 2. peace, stability and security; 3. climate, biodiversity and sustainable development; and 4. health and human development. In these areas, Expertise France engineers and implements capacity-building projects, mobilizes technical expertise and acts as a project coordinator, bringing together public expertise and private know-how.

Ukraine is a key partner for Expertise France, which has been actively involved in various projects, including the APPUI project — “Priority Assistance in Emergency Periods in Ukraine” — financed by the French Ministry of Europe and Foreign Affairs (MEAE) (hereinafter referred to as the "Project"), aimed at addressing the country’s urgent health sector and recovery needs.

The implementation of the Project involves close cooperation between Expertise France and “Medical Procurement of Ukraine” (MPU), which will be reflected in the execution of the digital transformation stream.

MPU is a key institution in the country’s healthcare system, responsible for the centralized provision of healthcare facilities with medicines, medical devices, and equipment. Amid a full-scale war, this function takes on special importance - effective logistics directly affects the continuity of treatment, patient survival, and the speed of response of the healthcare system to challenges.

MPU requires the reconstruction of its logistics infrastructure to enhance its capacity to store and manage medical resources.

A key component of this initiative is the reconstruction, modernization, and equipping of MPU’s warehouse complex with modern climate control systems and warehouse equipment.

Implementation of these measures necessitates the execution of a project for the development of design and cost estimate documentation for the reconstruction, modernization, and equipment of the warehouse complex.

The project will be implemented in stages.

The main implementation stages are as follows:

1. Preparatory stage

* Collection of baseline data for design, including technical specifications, geodetic materials, and urban planning constraints.
* Conducting engineering surveys (geodetic, geological, and, if necessary, environmental).
* Inspection of the technical condition of the existing building.
* Identification of reconstruction zones and required dismantling works.
* Coordination of requirements and expectations with Medical Procurement of Ukraine (MPU).

2. Design stage

* Development of pre-design proposals or a Feasibility Study (FS), if required.
* Development of design documentation in accordance with the applicable national construction standards (DBN).
* Inclusion of the following design solutions:
  + reconstruction of the building;
  + modernization of engineering systems;
  + installation of modern warehouse equipment and a ventilation system;
  + energy efficiency measures and process automation solutions;
  + arrangement of a modular checkpoint (access control unit);
  + construction of a civil protection shelter.
* Coordination of design solutions with MPU.

3. Expert review of design documentation

* Conducting an expert review of the design documentation (in the areas of structural integrity, reliability, fire safety, energy efficiency, cost estimates, etc.).
* Incorporation of revisions based on expert review findings and approval of the project by MPU.

4. Development of work documentation

* Detailed elaboration of design solutions for construction and installation works.
* Preparation of equipment and materials specifications.
* Preparation of bills of quantities.

5. Coordination and approval of the project

* Coordination of the project with relevant stakeholders, including MPU, the fire inspection authorities, and, if designated, the potential contractor responsible for the construction and installation works.
* Final approval of the design and cost estimate documentation by MPU.

1. **Objectives and desired results**
   1. **General objective**

The purpose of the Procurement is to develop the design and cost estimate documentation for the reconstruction, modernization, and equipping of the warehouse complex, as well as to prepare the corresponding design solutions required for construction and installation works.

The reconstruction, modernization, and equipping of the warehouse complex shall include:

* Development of a design solution for the organization of warehouse processes in accordance with Good Distribution Practice (GDP) requirements.
* Major repair (reconstruction) of the warehouse complex in accordance with the design solution, taking into account the requirements for equipping premises intended for the storage of narcotic medicinal products and psychotropic substances.
* Reconstruction and major repair of the loading ramp, including installation of dock shelters, leveling platforms, lifts, and an air curtain, in compliance with GDP requirements.
* Installation of a ventilation and air-conditioning system on the 1st and 2nd floors of the warehouse building.
* Installation of modern racking and refrigeration equipment, as well as systems for monitoring storage conditions (including temperature monitoring).
* Integration of the facility into supply chain management IT systems.
* Insulation of the warehouse complex façade to ensure the building's effective energy efficiency.
* Reconstruction of engineering networks.
* Installation of a modular access control checkpoint to ensure proper access control to the warehouse complex.
* Construction of a civil protection shelter to provide personnel with a safe refuge during air-raid alerts.

The developed documentation will serve as the basis for construction and installation works aimed at improving MPU’s logistics infrastructure, ensuring proper conditions for the storage of pharmaceutical products in compliance with Good Distribution Practice (GDP) standards, including temperature and humidity control, optimizing internal logistics processes, and enhancing the level of energy efficiency.

* 1. **Specific objectives**

1. Prepare a complete set of design and cost estimate documentation for the reconstruction, modernization, and equipping of the MPU`s warehouse complex in accordance with applicable construction norms and standards.

2. Develop architectural, structural, and construction solutions that ensure safe operation and compliance with sanitary and fire safety requirements.

3. Develop the design of engineering networks with sufficient detail for implementation during construction works.

4. Prepare technological solutions for the organization of warehouse processes, including the receipt, storage, and dispatch of medical resources.

5. Develop the cost estimate section, including bills of quantities for works, materials, and equipment, suitable for approval and expert review.

6. Ensure that the project complies with energy efficiency requirements, occupational safety regulations, and civil protection standards.

7. Prepare the documentation in a format suitable for approval and subsequent implementation of the construction project.

* 1. **Anticipated results**

As a result of the project implementation, the following shall be achieved:

1. A complete set of design and cost estimate documentation for the reconstruction, modernization, and equipping of the warehouse complex shall be developed, including:
   * architectural and construction section;
   * structural section;
   * engineering networks (power supply, heating, ventilation, air conditioning, water supply and sewage, fire alarm system, security alarm system, video surveillance, structured cabling system, etc.);
   * technological section (organization of warehouse processes);
   * cost estimate section;
   * sections on Occupational Safety, Energy Efficiency, Environmental Protection, and Civil Protection.
2. A positive review report shall be obtained based on the results of the design documentation examination made by Expert from Contractor’s Organization.
3. The design documentation shall be approved by MPU and ready for implementation during the construction and installation stage.
4. Compliance of all design solutions with GDP requirements, national construction norms (DBN), national standards (DSTU), and the applicable legislation of Ukraine shall be ensured.
5. **Description of the assignment**
   1. **Planned activities**

The Contractor shall provide support to MPU in accordance with the approved methodology for the design and development of design and cost estimate documentation in order to perform the following activities:

Assignment preparation

* Review the available documentation of the warehouse complex, including technical passports, urban planning conditions and restrictions
* Analyse MPU’s requirements and applicable regulatory documents (DBN, DSTU, GDP standards).
* Conduct preparatory meetings, clarify the scope of work, and agree on the design plan.

Phase I: Collection of baseline data and engineering surveys

* Conduct meetings with MPU representatives and subcontracted organizations (including external experts, as needed) to gather data on the current condition of the facility.
* Provide consultations to the involved specialists regarding the requirements for design and cost estimate documentation, pharmaceutical products storage standards, and construction regulations. The involved specialists include both the internal MPU team and external experts who exchange consultations to ensure compliance with relevant technical and regulatory requirements.
* Collect and systematize baseline data, including geodetic, geological, and technical surveys.

Phase II: Development of design documentation

* Develop architectural and structural solutions for the reconstruction and modernization of the warehouse.
* Develop engineering system designs, including heating, ventilation, air conditioning, water supply and sewage, power supply, fire alarm and security systems, and the structured cabling system.
* Prepare technological solutions for organizing the processes of receiving, storing, and dispatching pharmaceutical products.
* Prepare cost estimate documentation and bills of quantities for works, materials, and equipment.

Phase III: Coordination and expert review

* Conduct analysis and documentation of all design solutions for submission to expert review.
* Provide support to MPU in implementing changes based on expert review conclusions.
* Assist in preparing the full set of documentation for approval and submission to the relevant authorities.
* Archive and submit all documents in the required format, including both electronic and hard-copy versions.

Post-assignment follow-up:

* Provide recommendations on further project implementation during the construction and installation phase.
  1. **Anticipated deliverables**

|  |  |
| --- | --- |
| Deliverables | End date |
| 1. Analysis of the existing documentation, condition of the warehouse complex, and engineering systems. | T0 + 2 weeks |
| 1. Completion of geodetic, geological, and technical surveys | T0 + 4 weeks |
| 1. Analytical report on baseline data, engineering surveys, and regulatory requirements | T0 + 6 weeks |
| 1. Conducting working meetings with MPU team for providing the necessary information and materials to support effective project development. | T0 + 8 weeks |
| 1. Development of architectural, structural, and engineering solutions, technological schemes, and cost estimates | T0 + 26 weeks |
| 1. Preparation of the full documentation package for expert review and ensuring its successful completion | T0 + 30 weeks |
| 1. Incorporation of adjustments and clarifications to the project based on the results of the expert review | T0 + 32 weeks |
| 1. Preparation of the final set of design and cost estimate documentation for approval by MPU | T0 + 34 weeks |
| 1. Final report on the completed work, expert review results, and recommendations for project implementation | T0 + 36 weeks |

* 1. **Coordination**

The Contractor shall appoint a focal point for the implementation of the project.

Ms. Milana Jascuk from Health Team of Expertise France will serve as the Contractor’s sole point of contact. Point of contract from Beneficiary side will be appointed after contract signature

E-mail: Milana.jascuk@expertisefrance.fr

The kick-off meeting shall be held within 5 working days after the notification contract signing.

1. **Place, duration and terms of performance**
   1. **Implementation period:** 36 weeks (indicative)
   2. **Start date:** To be confirmed upon contract signature (T0)
   3. **End date:** T0 + 36 weeks
   4. **Effective duration per assignment:**

Total duration — **36 weeks**, including:

* **Weeks 0–6** — collection of baseline data, surveys, and analysis.
* **Weeks 6–8** — conducting working meetings and agreeing on technical requirements.
* **Weeks 8–26** — development of the design and cost estimate documentation.
* **Weeks 26–32** — completion of expert review and incorporation of revisions.
* **Weeks 33–36** — preparation of the final documentation package and reporting.
  1. **Schedule/programme:**

*The provisional programme for assignment implementation is as follows:*

|  |  |  |
| --- | --- | --- |
| **Activity** | **Place** | **Period** |
|  |
| Analysis of the existing documentation, the condition of the warehouse complex, and engineering systems | Week 1-2 | Kyiv / Online |
| Completion of geodetic, geological, and technical surveys | Week 3-4 | Kyiv |
| Analytical report on baseline data, engineering surveys, and regulatory requirements | Week 5-6 | Remote |
| Conducting working meetings related to the preparation of design and cost estimate documentation | Week 7-8 | Kyiv / Online |
| Development of architectural, structural, and engineering solutions, technological schemes, and cost estimates | Week 9-27 | Remote |
| Preparation of the full documentation package for expert review and ensuring its successful completion | Week 28-30 | Remote |
| Incorporation of adjustments and clarifications to the project based on expert review results | Week 31-32 | Kyiv / Online |
| Preparation of the final set of design and cost estimate documentation for approval by MPU | Week 33-34 | Remote |
| Final report outlining the completed work, expert review outcomes, and recommendations for project implementation | Week 35-36 | Kyiv / Online |
| **Total** | **36** |  |

1. **Required expertise and profile**

To ensure successful project implementation, the service provider shall engage, at a minimum, the following team composition. This represents the minimal set of roles required to deliver the project on time and with high quality.

* 1. **Number of experts per assignment:** 2 (Chief Project Engineer and Lead Architect/Lead Design Engineer).

If necessary, the Contractor may engage additional specialists (engineers in power supply, heating, ventilation, air conditioning, water supply and sewage, fire and security alarm systems, structured cabling systems, etc.) to perform specific tasks.

* 1. **Contractor location and site visit requirements**

The contractor shall be based in Ukraine or have an official representative office in Ukraine, ensuring prompt communication and proper performance of contractual obligations.

The contractor shall be able to conduct site visits to the Medical Supply Branch of SE “Medical Procurement of Ukraine” for inspections, surveys, clarification of baseline data, and support throughout the design process.

If required, the contractor commits to arriving at the site within agreed timeframes to ensure proper preparation and development of the design and cost estimate documentation.

* 1. **Profile of the designated expert(s) responsible for contract execution**

1. Qualifications and skills:
   * Higher education (Master’s or Specialist degree) in construction, architecture, engineering, or a related field.
   * Proven experience in the design and preparation of design and cost estimate documentation for buildings and structures, including facilities in the pharmaceutical sector.
   * Excellent skills in:

* planning, coordination, and management of engineering projects;
* communication and teamwork;
* preparation of technical reports and explanatory notes;
* analytical thinking, identification of technical risks, and risk mitigation;
* making technically sound and justified decisions.
  + Fluency in Ukrainian and English (optional).
  + Proficiency in modern design software (AutoCAD, Revit, Civil 3D, cost estimation software, etc.).

1. General professional experience
   * At least 5 years of professional experience in the design, construction, or reconstruction of buildings and engineering systems, including facilities in the pharmaceutical sector.
   * Experience participating in the development of design and cost estimate documentation for industrial, logistics, or warehouse facilities within the pharmaceutical sector.
   * Strong understanding of current national construction norms (DBN), energy efficiency standards, and occupational safety and fire safety requirements.
   * Understanding of sustainable construction principles, resource efficiency, and optimization of operational costs.
2. Specific professional experience
   * Experience in developing technical solutions for engineering systems (power supply, heating, ventilation, air conditioning, water supply and sewage, fire and security alarm systems, and low-voltage systems).
   * Knowledge of requirements for the organization of warehouse processes and logistics infrastructure.
   * Participation in reconstruction or modernization projects of facilities (preferably in the field of medical or pharmaceutical warehouses).
   * Skills in preparing documentation for project expert review procedures.
   * Understanding of requirements related to project implementation phases, quality control, and ensuring compliance of design solutions with the technical specifications.
3. **Assignment reports**

Upon completion of each project phase, the Contractor shall prepare a report, formatted according to the established template, and submit it to MPU by email.

Each report shall correspond to the stages and scope of work defined in the section “Expected Results (Deliverables)” and shall include:

* a brief description of the work performed;
* analysis of the results obtained;
* identified deviations or issues (if any) and proposed solutions;
* recommendations for subsequent project phases;
* supporting materials (technical assessments, drawings, photo reports, copies of meeting minutes, correspondence, etc.).

Upon completion of the entire assignment, the Contractor shall submit a final analytical report, which shall include:

* consolidated results of all completed work;
* conclusions based on the expert review outcomes;
* recommendations for further implementation of the reconstruction, modernization, and equipping project of the warehouse complex;
* the complete set of approved design and cost estimate documentation in both electronic and printed form (2 hard-copy sets).

All reports shall be submitted in PDF and DOCX formats, ensuring the possibility of verifying compliance with the technical specifications.

1. **Monitoring-evaluation**

**Performance indicators**

|  |  |  |  |
| --- | --- | --- | --- |
| Deliverables | Immediate effects | Intermediate effects | Verification sources |
| 1. Analysis of existing documentation, the condition of the warehouse complex, and engineering systems | A comprehensive understanding of the current technical condition of the facility has been obtained | The basis for developing design solutions has been ensured | Analytical report, technical assessments, photographic documentation |
| 2. Conducting geodetic, geological, and technical surveys | Technical data required for design have been prepared | Accuracy of design solutions and cost estimates has been improved | Survey reports, geodetic plans, work completion reports |
| 3. Analytical report on baseline data, engineering surveys, and regulatory requirements | Requirements and technical conditions have been consolidated | Compliance of the project with current norms and standards has been ensured | Analytical report, expert conclusions |
| 4. Conducting working meetings | Increased team awareness of project requirements | Improved coordination quality and technical decision-making | Meeting minutes, participant lists |
| 5. Development of architectural, structural, and engineering solutions, technological schemes, and cost estimates | A complete set of design documentation has been developed | Readiness for expert review and implementation has been ensured | Design and cost estimate documentation, drawings, cost estimates |
| 6. Preparation of the documentation package for expert review and completion of the review | Documentation has been submitted to the expert authorities | Expert conclusions on the quality of the design and cost estimate documentation have been obtained | Registration documents, expert review conclusions |
| 7. Incorporation of revisions based on expert review results | Comments have been addressed and the documentation has been updated | Compliance with requirements and accuracy of the project have been improved | Updated design and cost estimate documentation, acceptance certificate |
| 8. Preparation of the final set of design and cost estimate documentation for approval by MPU | The technical part of the project has been completed | Readiness for further implementation (construction and renovation) has been ensured | Approved design and cost estimate documentation, accompanying letters |
| 9. Final report on the work performed | The entire assignment implementation process has been summarized | Transparency, quality control, and acceptance of the results have been ensured | Final report, approval from MPU |

**Evaluation criteria**

|  |  |  |  |
| --- | --- | --- | --- |
| **Evaluation** | **Criteria** | **Verification sources** | **Max. number of points** |
| Team structure and CV performance | Availability within the team of at least the following key experts: a chief project engineer and a lead architect/design engineer. The company (team) should have confirmed experience in implementing similar projects (warehouses, logistics centers, pharmaceutical or medical facilities) within the last 5 years, including at least 3 years of experience in the pharmaceutical sector.  The availability of additional specialized experts (heating, ventilation, and air conditioning (HVAC), power supply, water supply and sewage, fire safety, low-voltage systems) will be considered an advantage. | CVs of proposed key experts;  list and brief descriptions of completed similar projects; scanned copy of the contract for the implementation of a similar project, along with copies of supporting documents confirming its completion (acts of completed works / certificates of services rendered); references and contact details of previous clients. | 40 |
| Knowledge of applicable requirements and design methodologies | Demonstrated knowledge of the applicable regulatory and technical requirements and relevant methodologies for preparing design and cost estimate documentation for warehouse/logistics facilities, including compliance with DBN and DSTU, GDP requirements (including temperature/humidity control and storage conditions), licensing conditions applicable to the pharmaceutical sector, as well as key requirements related to fire safety, occupational safety, energy efficiency, and civil protection. | Technical proposal section on compliance (regulatory framework / standards and methodologies); examples of similar compliance sections from previous projects (optional, non-confidential). Qualification certificate of the responsible executor for specific types of works (services) related to the creation of architectural objects – for the design engineer. | 15 |
| Price offer | Proposed cost of the services, its justification, transparency of the price breakdown. | Financial proposal | 30 |
| Work planning and project management | Availability of a detailed work implementation schedule, a described risk management system, quality control procedures, and mechanisms for coordination and communication with the client (MPU). | Project implementation schedule;  description of the risk management system; description of the mechanism and communication arrangements with the client | 5 |
| Quality management system (ISO) | Availability of internal quality management procedures for reviewing design solutions, coordinating documentation and managing changes, as well as mechanisms to ensure compliance with applicable regulatory requirements. | Description of internal quality management procedures | 10 |
| Total number of points | |  | 100 |

**Annex 2: Financial offer**

1. Prohibited practices as defined by the Agence Française de Développement group are defined below: <https://www.afd.fr/en/ressources/afd-groups-policy-prevent-and-combat-prohibited-practices-2020> [↑](#footnote-ref-1)
2. Date and original signatures [↑](#footnote-ref-2)
3. Date and original signatures [↑](#footnote-ref-3)