

## ***Шановні колеги!***

З радістю повідомляємо, що 26 липня 2021 р. у рамках проекту «Вища освіта. Енергоефективність та сталий розвиток», у який ми у числі семи ЗВО України, завдяки тривалій і напруженій роботі колективу і, зокрема, робочої групи (кер. Ковальчук В.І., Андрухов В.М.) були включені, підписано контракт на розробку проектно-технічної документації з комплексної термомодернізації корпусів та гуртожитків Університету. Тобто проект вступив у стадію практичної реалізації.

*Вітаємо з черговою перемогою колективу, дякуємо усім учасникам цієї роботи, сподіваємось на успішну реалізацію життєвоважливого для розвитку Університету проекту!*

Текст контракту публікуємо мовою оригіналу

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## CONTRACT FOR CONSULTANT'S SERVICES

**Project Name: Ukraine Higher Education**

**Loan No. FI N° 84.172 Serapis N° 2012 0493**

**Assignment Title: Design and Supervision Services**

**Contract No. UHE/CS/QCBS-01-VI**

**between**

Vinnitsia National Technical University

**and**

GOPA Infra GmbH, Germany

**Dated: 26<sup>th</sup> July 2021**

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## I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the 26<sup>th</sup> day of the month of July, 2021, between, on the one hand, Vinnytsia National Technical University, Ukraine (hereinafter called the "Client") and, on the other hand, GOPA Infra GmbH, Germany (hereinafter called the "Consultant").

### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a portion of the loan from the European Investment Bank toward the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan agreement, including prohibitions of withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the loan agreement or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract (including Attachment 1 "EIB Anti-Fraud Policy");
  - (b) The Special Conditions of Contract;
  - (c) Appendices:
    - Appendix A: Terms of Reference
    - Appendix B: Key Experts
    - Appendix C: Remuneration Cost Estimates
      - Breakdown of Remuneration - Task 1
      - Breakdown of Remuneration - Task 2
    - Appendix D: Breakdown of Reimbursable Expenses – Task 1
    - Breakdown of Reimbursable Expenses– Task 2
    - Appendix E: Form of Advance Payments Guarantee
    - Appendix F: Environmental and social covenant
    - Appendix G: Covenant of Integrity
    - Appendix H: Form FIN-2 Summary Costs per building

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Appendix I: Technical Proposal of the Consultant

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E; Appendix F, Appendix G, Appendix E, Appendix H and Appendix I. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Vinnytsia National Technical University, Ukraine

  
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*Victor Bilichenko, Rector*



For and on behalf of GOPA Infra GmbH, Germany

  
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*Mathias Lueg, Managing Director*

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