**INVITATION TO TENDER**

**FOR DEVELOPMENT OF A MOBILE ENGLISH LANGUAGE TRAINING APP FOR VOCATIONAL EDUCATION STUDENTS AND THE WEBSITE MODERNIZATION SERVICE AGREEMENT**

Dear Sir/Madam,

Further to your enquiry regarding the publication of the above-mentioned Invitation to Tender, please see below and enclosed the list of documents which constitute the procurement documents. Electronic copy of these documents can be sent via email upon request.

**A – Tender Information table**

**B – Instructions to tenderers**

**C – Draft Contract &amp; Annexes:**

 **Annex 1: General Terms and Conditions for Service Contracts**

 **Annex 2: Tender Submission form (to be completed by the tenderer)**

 **Annex 3: Statement of no grounds for refusal**

It is strictly forbidden to make alterations in the printed text. The tenderer will be bound to the original text in accordance with the document forwarded in PDF format or by letter.

1. **Tender Information Table**

|  | **General İnformation** |
| --- | --- |
|  | Contracting Authority | “GO GLOBAL” NGO |
|  | Invitation to tender reference № | PR 25-02\_01-01 |
|  | Procurement Method | Open local tender |
|  | Contract Title | Development of a mobile English language training App for Vocational Education students and the Website Modernization |
|  | Contact Info |

| Name/Position: | Anton Novykov, Procurement Manager |
| --- | --- |
| Email: |  |
| Physical Address: | Ukraine, Kyiv |

 |
|  | Link for tenderers | **https://playtender.com.ua/** |
|  | **Timeline, tender submission & opening (dates &amp; hours are as per contracting authority time zone)** |
|  | Date of issue of the Invitation totender | 25/03/2025 |
|  | Deadline for submission oftenders (Date & Hour) | 16/04/2025 18:00 |
|  | Deadline for sending questions tocontracting authority | 3 days before submission deadline |
|  | How to send questions to thecontracting authority | Questions should be sent via the electronic procurement platform at the link above. |
|  | Last date on which clarificationsare issued by the ContractingAuthority | 3 days before submission deadline |
|  | Tender submission procedure | Tenders must be submitted using the link in 1.6.Do not hesitate to contact the Contracting Authority if you have any technical difficulties. |
|  | Tender opening session date,hour & location | 17/04/2025, Kyiv |
|  | Tender opening session | Tenderers are not invited to participate in the tender opening session.Tender opening is organised via electronic procurement platform by thecontracting authority. |
|  | **Content** |
|  | Category of procurement | Services |
|  | Scope of related services | The subject of the contract is provision of following services:1. Development of a training application for learning specialised professional English vocabulary according to the terms of reference and the development of the GO GLOBAL team (content is developed by a separate team).
2. Revision of the Laravel Framework website and creation of an additional project page in accordance with the terms of reference of the GO GLOBAL team.
3. Development of instructions for using the application.
4. Technical support for the website and application.
 |
| 3.3 | Is the tender divided into lots? | No |
| 3.4 | Delivery Location | Ukraine |
| 3.5 | Delivery Deadline | 06/10/2025 |
|  | **Price and Validity of Tenders** |
| 4.1 | Currency of Price | UAH |
| 4.2 | Validity period of the tender (offer) | 30 days |
|  | **Eligibility Criteria (imposed on the tenderer)** |
|

| **#** | **Description** | **Means of verification and required documentation** |
| --- | --- | --- |
| 1 | **Registration**The Tenderer must be registered in the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organisations (USR).**(YES/NO)** | The Tenderer shall provide an extract from the Unified State Register as of the date of the tender start. |
| 2 | **Taxes.**The Tenderer must be a taxpayer. **(YES/NO)** | Extract from the register of single tax payers and/or extract from the register of VAT payers. |
| 3 | **Taxes**The Tenderer has paid all taxes and pension contributions, as well as other payments required by the applicable law.**(YES/NO)** | The Tenderer shall provide a copy of a valid tax certificate dated as of the date of the tender commencement. |
| 4 | **Debts**The Tenderer has no outstanding debts.**(YES/NO)** | The Tenderer shall provide a bank account statement with details and a certificate of no debts, dated as of the date of the tender start. |
| 5 | **Business activities.**The Tenderer has not been prosecuted and has no criminal record.**(YES/NO)** | To verify the Tenderer's activity, an extract from the information-analytical system ‘Accounting of information on bringing a person to criminal liability and having a criminal record’ about an individual (for PE) or a Certificate of no criminal record (for the director for LLCs) shall be provided. The current date after the start of the tender. |
| 6 | **Experience.**The Tenderer has at least 2 years of experience in digital product development in Ukraine.**(YES/NO)** | 2 letters of recommendation from previous clients with a brief additional description. |
| 7 | **Guarantee**The Tenderer shall provide a bank guarantee to secure the tender offer.**(YES/NO)** | The Tenderer shall provide a bid security for UAH 1,000,000.00 in the form of a bank guarantee.The form and content of the bank guarantee must comply with the requirements of the Regulation on the procedure for banks to carry out operations under guarantees in national and foreign currencies, approved by the Resolution of the Board of the National Bank of Ukraine dated 15.12.2004 № 639. Guarantee service <https://garantiya.com/>.  |

 |
|  | **Contract Award Criteria** |
|

| **#** | **Description** | **Weight****%** | **Scoring methodology, means of verification and required****documentation** |
| --- | --- | --- | --- |
| 1 | Experience | 40% | To confirm the criterion, the Bidder shall provide proof of experience in the implementation of similar contracts (at least 2 completed projects), as well as their portfolio. To confirm this, 2 letters of recommendation from previous clients, if possible, copies of contracts and acts of services provided confirming the full implementation of these contracts are providedSimilar contracts are those that provide for the development and implementation of a mobile application and/or the development of an application analytics system from scratch.**Criterion 1: Experience in providing similar services*** more than 3 products/projects - 4 points;
* 3 products/projects - 3 points;
* 2 products/projects - 2 points

Maximum 4 points.**Criterion 2: Customer feedback/recommendations*** more than 3 reviews/recommendations - 4 points;
* 3 reviews/recommendations - 3 points;
* 2 reviews/recommendations - 2 points

Maximum 4 points.**Criterion 3: Experience in Ukraine**2 points for each additional year beyond the minimum requirement of 2 years, up to 8 points in total.To confirm the criterion, the Tenderer shall provide information on the specialists to be involved in the performance of this contract, indicating their roles and their CVs.**Criterion 4: Qualification of specialists*** Minimum education: junior bachelor's or junior specialist's degree.
* **Evaluation:**
* 1 point for each additional degree or certificate above the minimum requirement (Master's or PhD).
* Maximum number of points: 15 points per team, including individual qualifications.
 |
| 2 | Deadline for completion | 30% | The Tenderer shall provide a Detailed Schedule within the timeframe provided for in the procurement.**Criterion 5: Term in the technical proposal**Deadlines:* up to 3 months - 5 points,
* 3-4 months - 4 points,
* 4-5 months -3 points,
* 5-6 months - 2 points.
 |
| 3 | Price | 30% | **Criterion 6: Financial offer**The lowest price gets the highest score. The scores of other offers are calculated proportionally. |

 |
|  | **Legal criterion** |
|  | Language of the offers | Ukrainian and English |
|  | The law of the country governingthe contract | Ukraine |
|  | **Contract Awarding** |
|  | Type of contract | Fixed-term |
|  | Contract start date (estimate) | 18/04/2025 |
|  | Contract end date (estimate) | 06/10/2025 |
|  | Language of the contract | Ukrainian and English |

1. **INSTRUCTIONS TO TENDERERS**

In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing the procurement contract as the sole basis of this tendering procedure, whatever his own conditions of sale may be, which he hereby waives.

Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier.

Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender.

No account can be taken of any reservation in the tender as regards the tender dossier; any reservation will result in the immediate rejection of the tender without further evaluation.

1. **Scope services**

The subject of the contract is the provision of services as listed in **A. Tender Information Table / Section 3.**

1. **Delivery:**

 The requested services shall be delivered to the location and on the dates as listed in **A. Tender Information Table / Section 3.**

1. **General**

The services to be purchased are for use by the Contracting Authority in its programme country as listed in

**A. Tender Information Table / Section 1.**

1. **Cost of Tender**

The tenderer shall bear all costs associated with the preparation and submission of his tender and the Contracting Authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

1. **Questions, clarification of tender documents and additional information**

Tenderers may submit questions in writing to the Contracting Authority as per instructions and deadlines

listed in **A – Tender Information Table / Se**ction 2.

Any clarification of the Invitation to Tender documents given by the Contracting Authority will be submitted to

all tenderers at the same time (and prospective tenderers) at the latest on the date specified in the time table

in **A – Tender Information Table / Section 2.**

Tenderers are not allowed to approach the Contracting Authority for oral clarification. Any (prospective) tenderer seeking to arrange individual meetings during the tender period with either the Contracting Authority and/or associated organisation may be excluded from the tender procedure.

1. **Planned time table**

The Contracting Authority reserves the right to alter the dates and time, in which case all tenderers will be

informed in writing and a new timetable will be provided.

The time table can be found in **A. Tender Information Table / Section 2.**

The hours in the time table are as per time-zone of the country where the Contracting Authority is located.

1. **Language of Tenders**

The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in Ukrainian and English. Supporting documents and printed literature furnished by the tenderer may be in local language.

1. **Процес оцінювання**

Prior to the tenderer eligibility verification (as specified in **B.8 Exclusion from award of contracts** & **B.9 Eligibility Criteria** imposed on the tenderer) and detailed evaluation (as specified in **B.10 Contract Award Criteria**) of the tenders, the procurement committee, (established by the Contracting Authority for the purposes of this tender procedure), shall ascertain whether the tenders;

* were submitted prior to tender submission deadline (16/04/2025 18:00);
* have been properly signed;
* have been submitted according to the submission procedure in **A. Tender Information Table /Section 2;**
* and are otherwise generally in order.

If a tender is not substantially responsive i.e. it contains more than irrelevant deviations from or reservations to the terms, conditions and specifications in the tender dossier, it shall not be considered further.

Then the procurement committee will examine the technical admissibility of each tender, classifying it as

technically compliant or non-compliant. Tenders determined to be substantially responsive and technically compliant will be checked by the procurement committee for any arithmetic errors. Where there is a discrepancy between the amounts in the figures and words, the amount in words will govern. Where there are discrepancies between the unit price and the line item total, derived from multiplying the unit rate by the quantity, the unit rate as quoted will govern. If a tenderer refuses to accept the correction, his tender will be rejected.

1. **Exclusion from award of contracts**

Tenderers are excluded if they are in one of the situations listed in article **16. of the Annex 1: General Terms & Conditions for Service Contracts.**

Tenderers shall also comply with **article 13. “Child Labour &Forced Labour”** and **article 14. “Mines”** and

**article 15. “Anti-money laundering and combating the financing of terrorism”** and **article 17. Corrupt practices** of the General Terms and Conditions for Service Contracts.

Tenderers are also excluded if any of the exclusion criteria here below applies to them:

1. participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA (1);
2. corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union (2) and Article 2(1) of Council Framework Decision 2003/568/JHA (3) as well as corruption as defined in the national law of the contracting authority or the economic operator;
3. fraud within the meaning of Article 1 of the Convention on the protection of the European Communities’ financial interests (4);
4. terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA (5) respectively, or inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision;
5. money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council (6);
6. child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;
7. ТAlso a tenderer shall be excluded from participation in a procurement procedure where the contracting authority is aware that the tenderer is in breach of its obligations relating to the payment of taxes or social security contributions and where this has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of the contracting authority.

Tenderers shall, in the **Annex 2: Tender Submission Form**, attest that they meet the above requirements. If required by the Contracting Authority, the Tenderer whose tender is accepted shall further provide evidence satisfactory to the Contracting Authority of its eligibility through certificates issued by competent authorities in its country of establishment or operation, or, if such certificates are not available, through a sworn statement.

If the tenderer was selected through prequalification, the tenderer must only declare that he still conforms with the eligibility and qualification (selection) criteria applied in the course of that prequalification.

**Contracts may not be awarded to tenderers who:**

1. are subject to conflict of interest
2. Are guilty of misrepresentation in supplying the information required as a condition of participation and eligibility in the tender procedure or fail to supply this information.
3. Perform, condone or tolerate corrupt, fraudulent, collusive or coercive practices, regardless of whether such practices can be attributed to this tender procedure;
4. Attempt to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Authority in its decision concerning the award of the contract.
5. **Eligibility Criteria imposed on the tenderer**

Tenderers will initially be verified for eligibility according to eligibility criteria in **A. Tender Information Table / Section 5.** The listed documents must be submitted with the bid.

Tenderers which do not fulfill the eligibility criteria and/or do not provide the required documents will not be qualified for the tender evaluation.

1. **Contract Award Criteria**

The tenders which have qualified the eligibility criteria will be evaluated according to the contract award criteria in **A. Tender Information Table / Section 6.**

1. **Documents comprising the Tender:**

The Tenderer shall complete and submit the following documents with its tender:

1. **Annex 2: Tender submission form with supporting documents**
2. **Documentation regarding B.8 Exclusion from award of contracts**
3. **Documentation regarding B.9 Eligibility Criteria imposed on the tenderer**
4. **Documentation regarding B.10 Contract Award Criteria**
5. all other relevant information that is required and that should be made known to the Contracting Authority.
6. **Price:**

The price must be quoted in the currency as indicated in **A. Tender Information Table / Section 4**. The price must be quoted in **Annex 2: Tender Submission Form** by the tenderer and it shall not be subject to adjustments on any account except as otherwise provided in the conditions of the contract. The Price must include all costs related to the delivery of the services and no supplementary invoicing or other costs are accepted.

1. **Validity period of the tenders**

Tenders shall remain valid and open for acceptance for the period as indicated in **A. Tender Information**

**Table / Section 4** after the Closing Date for the submission of tenders. Prior to the expiry of the original tender validity period, the Contracting Authority may ask for objective reasons tenderers in writing to extend this period. Tenderers that agree to do so will not be permitted to modify their tenders. If they refuse, their participation in the tender procedure will be terminated.

1. **Submission of tenders and Closing Date**

Tenders must be submitted as indicated in **A. Tender Information Table / Section 2.**

No tender may be changed or withdrawn after the deadline has passed.

1. **Tender opening session**

ІTender opening information is indicated in **A. Tender Information Table / Section 2.**

If the tenderers are invited to the tender opening session, tenderers are requested to contact the contact person, at least one day in advance of the tender opening if they will attend. Tenderer’s representatives who are present shall sign a register indicating their attendance. At the tender opening, only the tenderers’ names and the total amount of the tenders will be read aloud and recorded.

1. **Award of Contract**

The Contracting Authority will award the contract to the tenderer whose tender has been determined to be substantially responsive to the tender dossier and technically compliant, and who has received the highest scoring in the tender evaluation.

1. **Signature of Contract**
2. The Contracting Authority will inform the successful tenderer(s) in writing that its tender has been accepted and inform the non-successful tenderers in writing about the result of the evaluation process.
3. The Contracting Authority reserves the right to adjust the scope of procurement within a range of +/- 25% to remain within the available funds.
4. Within 7 days of receipt of the contract already signed by the Contracting Authority, the successful tenderer must sign and date the contract and return it to the Contracting Authority. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force. Contract, terms & conditions are sent in original hard copy or via email; and must be returned the same way.
5. If the successful tenderer fails to sign and return the contract within 7 days after receipt of the contract signed by the Contracting Authority, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authorityʼs (right to seize the tender guarantee), claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.
6. **Cancellation for convenience**

The Contracting authority may for its own convenience and without charge or liability cancel the tender process at any stage.

1. **Draft Contract**

**CONTRACT TITLE: Development of a mobile English language training App for Vocational Education students and the Website Modernization**

**Invitation to Tender №: PR 25-02\_01-01**

Громадська організація «ГО ГЛОБАЛ», вулиця Івана Мазепи 1, Київ, Україна

(The Contracting Authority),

of the one part,

and

<insert name and address of supplier>

(“the Contractor”)

of the other part,

have agreed as follows:

**Special Conditions**

**Article 1: Specifications**

The subject of the contract is the provision of the following services (hereinafter “service”) by the Contractor:

* 1. The Contractor undertakes to provide the Employer with services for the development of a mobile application-trainer in English for VET students and website modernisation, as well as to provide technical support for these products in accordance with the requirements of the tender documentation (Annex 1).
	2. Services include:
		1. Development of project documentation.
		2. Development of an application-simulator for mastering the vocabulary of specialised professional English in accordance with the terms of reference and developments of the GO GLOBAL team (content is developed by a separate team), which will include:
			1. ІAn interactive set of exercises (80 exercises in test format for vocabulary development) for 4 specialities of VET institutions and 16 professions in a digital format suitable for use online or offline (if possible) and gamification. Each profession will contain 5 blocks of tasks with intermediate and final tests. In addition, each unit should contain a unique video generated by artificial intelligence (i.e., a video should be created with a human reciting the texts developed by English language specialists. In this way, the learner will be able to watch and listen to the material for the following vocabulary exercises).
			2. Measuring students' progress - improving their knowledge of specialised vocabulary and confirming the results with tests using the app. The tests and practice tasks will contain different types of answers (choice, complement, word formation, etc.). The results of the final test will be sent to the student by email or a chosen messenger.
			3. A solution that will allow you to analyse the frequency of use, downloading of the application and receive feedback on its performance.
			4. Gamification based on behavioural science and a holistic approach: Integration of gamification elements such as points, achievements, levels or rewards to motivate users.
			5. UI/UX design: A polished and user-friendly interface tailored to the target audience, with intuitive navigation and an attractive look and feel.
			6. Generating audio and video content that is tailored to the exercises or modules to enhance the user experience. This can include voiceovers, instructional content, or audio cues that complement the app's features to make it easier to understand and learn vocabulary.
			7. Release the app on iOS and Android using stable iOS specifications and additional fixes.
			8. Bug fixing and optimisation: Conducting product testing with the involvement of teachers and students. Eliminating residual issues identified in the iOS and Android versions to ensure stable functionality. Platform-specific testing and optimisation to address Android-related challenges such as device compatibility and performance across OS versions. The user should be able to contact support and report a bug in the application.
		3. Improvement of an existing website on the Laravel Framework, namely:
			1. Diagnostics of the site's performance.
			2. Creation of an additional project page, in accordance with the terms of reference of the GO GLOBAL team, while maintaining the visuals and style of the mobile application, and the ability to upload the developed project materials.
			3. Optimisation of website speed and performance:
				1. Optimising images on the website.
				2. Set up the right caching mechanisms for static content.
				3. Minimise CSS, JavaScript, and HTML files.
				4. Ensure mobile responsiveness and optimal loading speed on mobile devices.
				5. Optimise website speed according to the recommendations of Google PageSpeed Insights and GTMetrix.
				6. Implement hreflang markup on the website.
				7. Maintain and update the website functionality:
				8. Updating Laravel modules and core..
				9. Checking the quality and security of the code to ensure a high level of resource performance.
				10. Adding new modules and features if you need to implement new functionality.
				11. Configuring and modifying modules and plugins to improve their performance.
				12. Replacing existing links to the CNC separately for the Ukrainian and English versions of the pages.
				13. Implement the correct transliteration of links.
		4. Technical support of the website and application after the release for a period of 12 months, including:

1.2.4.1. Bug Fixing.

1.2.4.1.1. Prompt elimination of errors that affect the operation of the application (crashes, freezes, inability to perform key actions).

1.2.4.2. Updates for operating systems (iOS/Android) and devices.

1.2.4.2.1. Adaptation to changes in the requirements of the App Store / Google Play (for example, new security policies, SDKs, etc.).

1.2.4.3. ⁠Monitoring of the application (upon request).

1.2.4.3.1. Detection and analysis of stability (crash analytics, logs).

1.2.4.3.2. Providing reports on stability.

1.2.4.4 Technical consultations and support.

1.2.4.4.1 Answers to customer questions about the functionality.

1.2.4.4.2. Explanations on how to extend the functionality or integrate with other services.

1.2.4.5. Response to user feedback.

1.2.4.5.1. Analysis of technical feedback from the App Store/Google Play.

1.2.4.5.2. Providing solutions or responses to the customer.

1.2.4.6. Warranty period.

1.2.4.6.1. Free support and bug fixes after the release for up to 1 month.

1.2.4.7. Security and compliance (if applicable).

1.2.4.7.1. Security audit, recommendations.

1.2.4.7.2. Implementation of updates to comply with new Google/Apple rules.

1.2.4.8. Correction of critical errors in the operation of the website (prompt elimination of errors affecting its operation (failures, freezes, inability to perform key actions)).

**Article 2: Technical specifications**

The service must correspond to the required specifications throughout the entire contract period. The service must also correspond to the information provided for the customer

regarding the content, performance or other issues related to service quality.

The service must suit the purpose for which such service is usually employed. The quality of the service shall at least correspond to any sample and demonstration of it provided for the

customer in advance.

The Contractor shall provide the service prudently, with care and with such expertise that can

reasonably be assumed from an expert service provider.

**Article 3: Language**

The service shall be provided in the Ukrainian, unless otherwise agreed. The persons

providing the service must have the language skills required for performing the duties.

**Article 4: Monitoring service quality**

The Contractor shall monitor the implementation of the service and service quality and shall report to the Contracting Authority on factors relating to the provision of the service in the agreed manner. The Contractor undertakes to develop its operations during the contract period in order to improve service quality.

The Contracting Authority shall perform quality monitoring in accordance with its own needs. The Contractor must supply the information requested by the Contracting Authority for quality monitoring purposes by the agreed deadline.

**Article 5: Subcontracting**

The Contractor bears overall responsibility for meeting the obligations under the procurement contract, regardless of whether the service provider is using subcontractors.

**Article 6: Price**

The amount of this contract is fixed at <insert currency and price>; and is not subject to revision. The Price must include all costs related to the delivery of the supplies and the services and no supplementary invoicing or other costs are accepted. It shall be the sole remuneration owed by the Contracting Authority to the Contractor under the contract.

**Article 7: Payment terms:**

Payment shall be made in UAH, to the following account:

<Insert provider’s bank account details>

**Article 8: Contract documents and their order of presence**

The contract is made up of the following documents, in order of precedence:

1. this Service Contract
2. Invitation to Tender documentation including the General Terms &amp; Conditions for
3. Service Contracts
4. Annex 2: Tender Submission Form and related and required documentation
5. the Tender’s technical offer
6. Annex 3: Statement of no grounds for refusal

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

**Article 9: Entry into force / Duration**

The contract shall enter into force and effect after signature by both parties of this service

contract.

The Contract shall remain into force and effect until the end of the liability period as defined in the **Annex 1 - General Terms and Conditions for Service Contracts.**

**Article 10: Law and Disputes**

The Law of the Country of the Contracting Authority shall govern all matters of the contract.

Any dispute or breach of contract arising under this contract which cannot be settled amicably, shall be finally settled by the Commercial Court of Ukraine in accordance with the law.

**Article 11: Assigning of the contract**

The Contractor has no right to assign this contract to a third party without a prior consent from the Contracting Authority.

Done in Ukrainian and English in two originals, one original being for the Contracting Authority and one original being for the Contractor.

| **For the Contractor** | **For the Contracting Authority** |
| --- | --- |
| Name: |  | Name: |  |
| Title:Signature: |  | Title:Signature: |  |
| Date: |  | Date: |  |
|  |  |  |  |
| Seal: |  | Seal: |  |

# **ANNEX 1: GENERAL TERMS AND CONDITIONS FOR SERVICE CONTRACTS**

1. **Definitions**

In these general terms and conditions:

1. “contract” is the agreement entered into by the Contracting Authority and the Service Provider for the performance of the services, to which these general terms and conditions are made applicable; the contract is constituted of the documents listed in the Service Contract.
2. The Contracting Authority’s “partners” are the organisations to which the Contracting Authority is associated or linked;
3. “personnel” is any person assigned by the Service Provider to the performance of the services or any part hereof, whether through employment, sub-contracting or any other agreement; and “key experts” are those members of the personnel whose involvement is considered instrumental in the achievement of the contract objectives;
4. “beneficiary country” is the country where the services are to be performed, or where the project to which the services relate is located.
5. **Relations between the parties**

Nothing contained in the contract shall be construed as establishing a relation of master and servant or of agent and principal as between the Contracting Authority and the Service Provider. Except if otherwise provided in the contract, the Service Provider shall under no circumstances act as the representative of the Contracting Authority or give the impression that the Service Provider has been given such authority. The Service Provider has complete charge of the personnel and shall be fully responsible for the services performed by them.

1. **Scope of Services**

The scope of the services including the methods and means to be used by the Service Provider, the results to be achieved by its and the verifiable indicators are specified in the Contract and its annexes. The Service Provider shall be responsible for everything which is required for the performance of the services in accordance with what is specified in the contract, or which must otherwise be regarded as forming part of the services.

1. **Compliance with laws and respect of traditions**

The Service Provider shall respect and abide by all laws and regulations in force in the beneficiary country and shall ensure that its personnel, their dependants, and its local employees also respect and abide by all such laws and regulations. The Service Provider shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Service Provider, its personnel and their dependants of such laws and regulations.

The Service Provider, its personnel and their dependents shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the beneficiary country.

1. **Code of conduct**

The Service Provider shall at all times act loyally and impartially and as a faithful adviser to the Contracting Authority and shall perform the services with due care, efficiency and diligence, in accordance with the best professional practice.

1. **Discretion and confidentiality**

The Service Provider shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any particulars of the contract without the prior consent in writing of the Contracting Authority. It shall, in particular, refrain from making any public statements concerning the project or the services without the prior approval of the Contracting Authority,

1. **Conflict of interest**

The Service Provider shall refrain from engaging in any activity which conflicts with its obligations towards the Contracting Authority under the contract.

The Service Provider shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified in writing to the Contracting Authority without delay. The Service Provider shall replace, immediately and without compensation from the Contracting Authority, any member of its personnel exposed to such a situation.

1. **Corrupt practices**

The Service Provider and the personnel shall refrain from performing, condoning or tolerating any corrupt, fraudulent, collusive or coercive practices, whether such practices are in relation with the performance of the contract or not. “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value as an inducement or reward for doing or forbearing to do any act in relation to the contract or any other contract with the Contracting Authority, or for showing favour or disfavour to any person in relation to the contract or any other contract with the Contracting Authority.

The payments to the Service Provider under the contract shall constitute the only income or benefit it may derive in connection with the contract and neither it nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under the contract.

The execution of the contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company.

The Service Provider further warrants that no official of the Contracting Authority and/or their partner has received or will be offered by the Service Provider any direct or indirect benefit arising from this contract.

1. **Joint venture or consortium**

If the Service Provider is a joint venture or a consortium of two or more legal persons, all such persons shall be jointly and severally bound to fulfil the terms of the contract. The person designated by the joint venture or consortium to act on its behalf for the purposes of this contract shall have the authority to bind the joint venture or consortium.

For the purposes of performance of the contract, the joint venture or consortium shall act as, and be considered, a single person and, in particular, shall have bank account opened in its name, shall submit to the Contracting Authority single guarantees if required, and shall submit single invoices and single reports.

The composition of the joint venture or a consortium shall not be altered without the prior written consent of the Contracting Authority.

1. **Specifications and designs**

The Service Provider shall prepare all specifications and designs using accepted and generally recognised systems acceptable to the Contracting Authority and taking into account the latest design criteria.

1. **Information**

The Service Provider shall furnish the Contracting Authority or any person authorised by the Contracting Authority with any information relating to the services and the project as the Contracting Authority may at any time request.

1. **Reports**

The frequency, deadlines, format and contents of the reports to be drawn up by the Service Provider in relation to the performance of the contract shall be described in the Contract and its annexes.

1. **Service Provider’s personnel**

13.1 The Service Provider shall employ and provide such qualified and experienced personnel as are required to carry out the services, and the Service Provider shall be responsible for the quality of the personnel.

The Service Provider must inform the Contracting Authority of all non-expert personnel it intends to use for the implementation of the contract. The Contracting Authority shall have the right to oppose the Service Provider’s choice of personnel.

13.2 The Service Provider shall provide a replacement of personnel with at least equivalent qualifications and experience.

13.3. If the personnel is nominated in the Contract, no changes shall be made in the personnel without the prior consent of the Contracting Authority. The Service Provider shall provide a replacement with at least equivalent qualifications and experience and acceptable to the Contracting Authority if:

a) on account of death, sickness or accident, a member of the Personnel is unable to continue providing his services,

b) any member of the personnel is found by the Contracting Authority to be incompetent in discharging or unsuitable for the performance of his duties under the Contract,

c) for any reasons beyond the control of the Service Provider, it becomes necessary to replace any member of the Personnel.

The request for replacement must be made in writing and state the reasons therefore. The Service Provider shall proceed swiftly with the request and propose a replacement with at least equivalent qualifications and experience. The remuneration to be paid to the replacement cannot exceed that received by the replaced member of the personnel.

Failure by the Service Provider to propose a replacement for a key expert satisfactory to the Contracting Authority, shall give the right to the Contracting Authority to terminate the contract.

* 1. Additional costs arising out of a replacement shall be borne by the Service Provider.

13.5. If it is agreed on the remuneration on an hourly/daily/weekly/monthly rate basis, and if not otherwise stated in the special conditions, the days and hours of work of the Service Provider or/and its personnel in the beneficiary country shall be fixed on the basis of the laws, regulations and customs of the beneficiary country and the requirements of the services.

13.6. Any taking of holiday leave by the personnel during the period of implementation of the contract must be at a time approved by the Contracting Authority.

Overtime, sick leave pay and holidays leave pay are deemed to be covered by the Service Provider’s remuneration.

1. **Sub-Contracting**

Except from the Sub-Service Providers listed in the contract, the Service Provider shall not sub-contract to nor engage another independent Service Provider to perform any part of the services without the prior written consent of the Contracting Authority. Sub-Service Providers must satisfy the eligibility criteria applicable for the award of the contract.

The Contracting Authority shall have no contractual relations with the sub-Service Providers. The provisions of the contract, including these general terms and conditions, and in particular article 13. shall, where practicable, apply to the sub-Service Providers and their personnel.

1. **Liability**

At its own expense, the Service Provider shall indemnify, protect and defend, the Contracting Authority, its agents and employees, from and against all actions, claims, losses or damages arising from any act or omission by the Service Provider in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

Approval by the Contracting Authority of the Service Provider’s reports and issue of Completion Certificate shall not relieve the Service Provider of its liability and shall not prevent the Contracting Authority from claiming damages.

The Service Provider shall remain liable for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract (the “liability period”). This time limit does not however apply when the damage arises from gross negligence or wilful misconduct of the Service Provider.

During the liability period, or as soon as practicable after its expiration, the Service Provider shall, at its expense, upon instruction of the Contracting Authority, remedy any deficiencies in the performance of the services. In case of default on the part of the Service Provider to carry out such instructions, the Contracting Authority shall be entitled to hire another Service Provider to carry out the same, at the Service Provider’s expense.

1. **Insurance**

Within 20 days of signing the contract, the Service Provider shall take out and maintain, at its own cost, a full indemnity insurance policy covering its professional liability under the contract and **article 15**, from the commencement date and until the end of the liability period.

Within 20 days of signing the contract, the Service Provider shall take out and maintain a full indemnity insurance policy for a sum up to the higher of the maximum amount foreseen by the legislation of the country of the Contracting Authority and the amount foreseen by the legislation of the country in which the Service Provider has its headquarters and covering, during the period of implementation of the contract, the following risks:

a) loss of or damage to property purchased with funds provided under the contract, or produced by the Service Provider;

b) loss or damage to equipment, material and office facilities made available to the Service Provider by the Contracting Authority;

c) civil liability for accidents caused to third parties arising out of acts performed by the Service Provider, its personnel and their dependents;

d) employer’s liability and workers’ compensation in respect of the personnel as well as sickness, accident or death affecting the personnel and their dependents, including the cost of repatriation on health grounds;

e) such other insurance as required by the laws in force in the beneficiary country.

Prior to the commencement date, the Service Provider shall provide evidence to the Contracting Authority that the above insurances have been effected. During execution of the contract, the Service Provider shall, when required, provide the Contracting Authority with copies of the insurance policies and the receipts for payment of premiums.

1. **Intellectual and industrial property rights**

Unless otherwise stated in the special conditions, all reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations, databases, software and supporting records or materials acquired, compiled or prepared by the Service Provider in the performance of the contract shall, with the copyright thereto, be the absolute property of the Contracting Authority. The Service Provider shall, upon completion of the contract, deliver all such documents and data to the Contracting Authority. The Service Provider may not retain copies of such documents and data and shall not use them for purposes unrelated to the contract without the prior written consent of the Contracting Authority.

The Service Provider shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained from the Contracting Authority, without the prior written consent of the Contracting Authority.

1. **Records**

18.1. The Service Provider shall keep separate, accurate and systematic records and accounts in respect of the services in such form and detail as is customary in the profession and sufficient to establish accurately that the actual reimbursable expenditure identified in the Service Provider's invoice(s) have been duly incurred for the performance of the services.

18.2. For a fee-based contract, timesheets recording the days worked by the Service Provider's personnel must be maintained by the Service Provider. The timesheets must be approved by the Contracting Authority or any person authorised by the Contracting Authority or the Contracting Authority itself on a monthly basis. The amounts invoiced by the Service Provider must correspond to these timesheets. In the case of long-term experts, these timesheets must record the number of days worked. In the case of short-term experts, these timesheets must record the number of hours worked. Time spent travelling exclusively and necessarily for the purpose of the Contract may be included in the numbers of days or hours, as appropriate, recorded in these timesheets.

18.3. Above-mentioned records or any other records agreed in the specific terms must be kept for a 10-year period after the final payment made under the contract. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips for the remuneration paid to the experts and invoices or receipts for reimbursable expenditure. Failure to maintain such records constitutes a breach of contract and will result in the termination of the contract.

18.4. Failure to maintain above-mentioned records or any other records agreed in the specific terms constitutes a breach of contract and will result in the termination of the contract.

1. **Obligations of Contracting Authority**

The Contracting Authority shall provide the Service Provider as soon as possible with any information and/or documentation at its disposal which may be relevant to the performance of the contract.

On all matters properly referred to it in writing by the Service Provider, the Contracting Authority shall give its decisions so as not to delay the services, and within a reasonable time.

It shall be stated in the special conditions if the Contracting Authority is to provide the Service Provider with equipment, facilities, counterpart personnel or specific assistance and under which conditions. If the provision of such agreed counterpart personnel, equipment, facilities and assistance is delayed or not forthcoming, the Service Provider shall endeavor to perform the Services as far as is possible. The parties shall agree on how the affected parts of the services shall be carried out, and the additional payments, if any is due, to be made by the Contracting Authority to the Service Provider as a result of additional expenditures.

1. **Contract Price and Payments**

20.1. In consideration of the services performed by the Service Provider under the contract, the Contracting Authority shall make to the Service Provider such payments and reimbursement of costs as provided in the contract. Costs and expenses must be actually and reasonably incurred in the performance of the services.

20.2. In case of fee-based contract, fees shall be determined on the basis of time actually spent by the key experts in the performance of services at the fee rates specified in the contract. Fee rates are deemed to remunerate all the activities of the Service Provider in the performance of the services and to cover all expenses and costs incurred by the Service Provider which are not included in the agreed reimbursable costs.

20.3. In case of global price contract, the global price covers both the Service Provider’s and its personnel’s fees and all expenses to be incurred for the performance of the contract. The global price is in consideration for all obligations of the Service Provider under the contract and all matters and things necessary for the proper execution and completion of the services and the remedying of any deficiencies therein.

20.4. Costs, fees and expenses which are not mentioned in the contract shall be deemed to be included in the costs, fees and expenses mentioned in the contract.

20.5. The currency of payments and reimbursable costs are set out in the contract.

20.6. Unless otherwise stipulated in the contract, the costs, fees and expenses shall not be revised.

20.7. Guarantees

In the case an advance payment for fees and for reimbursable costs (fee-based contract) or a pre-financing payment (global price contract) is agreed in the contract, its payment by the Contracting Authority shall be subject to the prior presentation by the Service Provider to the Contracting Authority of an approved performance security, advance payment or pre-financing guarantee, if so agreed and under the conditions specified in the Service Contract.

20.8. Conditions of Payment

Payments will be made by the Contracting Authority with the frequency, instalments, time limits, amounts and currencies, and under the conditions, in particular on the contents of invoices, specified in the special conditions of the contract.

If the contract includes completion of a certain work or service, payment of the final balance shall be subject to performance by the Service Provider of all its obligations under the contract and the issue by the Contracting Authority of the completion certificate described in article 25.

20.9. Late payment

If the time periods laid down for payments by the Contracting Authority have been exceeded by more than two months and where the Contracting Authority cannot invoke a case of suspension or withholding of payments provided for in these terms and conditions, the Service Provider may claim interest calculated on any amount due, prorata on the number of days of delay at the official bank rate of the beneficiary country (if amounts due are in the currency of that country), or at the rate applied by the European central bank (where amounts due are in Euro), plus 2% per year.

1. **Delays in performance**

21.1. If not otherwise stated in the special conditions of the contract, if the Service Provider does not perform the services within the period of implementation/performance specified in the contract or its annexes, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of implementation/performance specified in the contract and the actual end of the period of implementation/performance as follows:

21.2. In case it’s mutually agreed upon total amount that the Contracting Authority pays to a contractor on completion of the contract (contract price), the daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of implementation.

If these liquidated damages exceed more than 15% of the contract value, the Contracting Authority may, after giving notice to the Service Provider:

1. terminate the contract; and
2. complete the services at the Service Provider's own expense.

21.3. In case of framework agreement, the daily rate for liquidated damages is 10 % of the value of the delayed order of service/delivery/other performance. If the delay is more than 5 days, the Contracting Authority has right to cancel the order with no expense and order the performance from a third service provider. If the delays in performance are frequent, the Contracting Authority has right to terminate the contract.

1. **Breach of contract**

Either party commits a breach of contract where it fails to discharge any of its obligations under the contract.

Where a breach of contract occurs, the party injured by the breach shall be entitled to the following remedies:

1. liquidated damages; and/or
2. termination of the contract.

In any case where the Contracting Authority is entitled to damages, it may deduct such damages from any sums due to the Service Provider or call on the appropriate guarantee.

The Contracting Authority shall be entitled to compensation for any damage which comes to light after the contract is completed in accordance with the law governing the contract.

1. **Amendment of the contract**

Substantial modifications to the contract, including modifications to the total contract amount, must be made by means of an addendum.

1. **Completion certificate**

If the contract includes deadline for completion of services. upon completion and once (a) the Contracting Authority has approved the Service Provider’s completion report, (b) the Contracting Authority has approved the Service Provider’s final invoice and final audited statement, the Contracting Authority shall deliver a completion certificate to the Service Provider.

1. **Termination by the Contracting Authority**

25.1. The Contracting Authority may terminate the contract after giving a 7 days' notice to the Service Provider in any of the following cases:

1. the Service Provider is in breach of its obligations under the contract and/or fails to carry out the services substantially in accordance with the contract;
2. the Service Provider fails to comply within a reasonable time with the notice given by the Contracting Authority requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services;
3. the Service Provider refuses or neglects to carry out instructions given by the Contracting Authority;
4. the Service Provider’s declarations in respect if its eligibility (**article 32**) and/or in respect of **article 30,** **article31 and article 32**, appear to have been untrue, or cease to be true;
5. the Service Provider takes some action without requesting or obtaining the prior consent of the Contracting Authority in any case where such consent is required under the contract;
6. any organisational modification occurs involving a change in the legal personality, nature or control of the Service Provider or the joint venture or consortium, unless such modification is recorded in an addendum to the contract;
7. the Service Provider fails to provide the required guarantees or insurance, or the person providing the underlying guarantee or insurance is not able to abide by its commitments.

25.2. Termination by Contracting Authority for convenience

Unless otherwise stated in the special conditions, the Contracting Authority may terminate the contract in whole or in part for its convenience, upon not less than 14 days’ notice. The Contracting Authority shall not use this right of termination in order to arrange for the services to be executed by another Service Provider, or to avoid a termination of the contract by the Service Provider.

1. **Termination by the Service Provider**

The Service Provider may terminate the contract after giving a 7 days’ notice to the Contracting Authority in any of the following cases:

1. the Service Provider has not received payment of that part of any invoice which is not contested by the Contracting Authority, within 90 days of the due payment date,
2. the Contracting Authority is in material breach of its obligations under the Contract and has not taken any actions to remedy the same within 30 days following the receipt by the Contracting Authority of the Service Provider’s notice specifying such breach.

If the Service Provider is a natural person, the contract shall be automatically terminated if that person dies.

1. **Rights and obligations upon termination**

27.1. Upon termination of the contract by notice of either party to the other, the Service Provider shall take immediate steps to bring the services to a close in a prompt and orderly manner and in such a way as to keep costs to a minimum.

27.2. If the Contracting Authority terminates the contract in accordance with **article 25.1** it may, thereafter, complete the services itself, or conclude any other contract with a third party.

27.3. The Contracting Authority shall, as soon as is possible after termination, certify the value of the services and all sums due to the Service Provider as at the date of termination.

27.4. In case of termination of the contract for any reason whatsoever, any pre-financing guarantee which might have been granted to the Contracting Authority under article 20.7, may be invoked forthwith by the Contracting Authority in order to repay any balance still owed to the Contracting Authority by the Service Provider, and the guarantor shall not delay payment or raise objection for any reason whatever.

27.5. If the Contracting Authority terminates the contract under article 25.1, it shall be entitled to recover from the Service Provider any loss it has suffered up to that part of the contract value which corresponds to that part of the services which has not, by reason of the Service Provider’s default, been satisfactorily completed.

1. **Force Majeure**

Neither party shall be considered to be in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of force majeure which arise after the date of signature of the contract by both parties.

The term "force majeure", as used herein shall mean acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar unforeseeable events, beyond the control of either party and which by the exercise of due diligence neither party is able to overcome.

A party affected by an event of force majeure shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with a minimum of delay.

If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall notify the other party immediately giving details of the nature, the probable duration and likely effect of the circumstances. Unless otherwise directed by the Contracting Authority in writing, the Service Provider shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations which are not prevented by the force majeure event. The Service Provider shall not put into effect such alternative means unless directed so to do by the Contracting Authority.

1. **Applicable law & disputes**

The contract is governed by, and shall be construed in accordance with the laws of the Contracting Authority’s country.

Any dispute or breach of contract arising under this contract shall be solved amicably if at all possible. If not possible and unless provided in the Service Contract, dispute shall be finally settled by competent court in Contracting Authority’s country in accordance with the laws of Contracting Authority’s country,

1. **Child Labour and Forced Labour**

The Service Provider (and each member of a joint venture or a consortium) warrants that it and its affiliates comply with the UN *Convention on the Rights of the Child* - UNGA Doc A/RES/44/25 (12 December 1989) with Annex – and that it or its affiliates has not made or will not make use of forced or compulsory labor as described in the *Forced labor Convention* and in *the Abolition of Forced Labor Convention 105* of the International Labor Organization. Furthermore the Service Provider warrants that it, and its affiliates, respect and uphold basic social rights and working conditions for its employees. Any breach of this representation and warranty, in the past or during the performance of the contract, shall entitle the Contracting Authority to terminate this contract immediately upon notice to the Service Provider, at no cost or liability for the Contracting Authority.

1. **Mines**

The Service Provider and each member of the joint venture or a consortium warrants that it and its affiliates is NOT engaged in any development, sale or manufacture of anti-personnel mines and/or cluster bombs or components utilized in the manufacture of anti-personnel mines and/or cluster bombs. Any breach of this representation and warranty shall entitle the Contracting Authority to terminate this contract immediately upon notice to the Contractor, at no cost or liability for the Contracting Authority.

1. **Ineligibility**

By signing the purchase order, the Service Provider (or, if a joint venture or a consortium, any member thereof) certifies that they are NOT in one of the situations listed below:

1. They are bankrupt or being wound up, are having their affairs administrated by courts, have entered into an agreement with creditors, have suspended business activities, are the subject of proceedings concerning house matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
2. They have been convicted of an offence concerning their professional conduct by a judgement that has the force of res judicata;
3. They have been guilty of grave professional misconduct proven by any means that the Contracting Authority can justify;
4. They have not fulfilled obligations relating to the payment of social security contributions or payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the Contracting Authority or those of the country where the contract is to be performed;
5. They have been the subject of a judgement that has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Contracting Authority or the European Union’s financial interests;
6. Following another procurement procedure or grant award procedure financed by the European Union budget or other donor or following another procurement procedure carried out by the Contracting Authority or one of their partners, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.
7. **Anti-money laundering and combating the financing of terrorism**

33.1. The Service Provider/s and any sub-Service Provider/s certifies/certify none of the funds provided under this contract are used directly or indirectly to assist in, sponsor, or provide support for acts of terrorism or to support organizations or persons listed as terrorists on lists maintained by the United States government, the United Nations, the European Union, and other entities.

33.2. The Service Provider/s and any sub-Service Provider/s authorize the verification of their company identity, whether through third parties or official government databases or by any other means considered by the Contracting Authority as appropriate for the compliance of its duties with anti-money laundering and combating the financing of terrorism (AML/CFT) policies and any requirements imposed by applicable laws.

33.3. Natural persons authorize the verification by submitting an informed consent form as requested by the Contracting Authority.

1. **Checks and Audits**

The Service Provider shall permit the Contracting Authority or its representative to inspect, at any time, records including financial and accounting documents and to make copies thereof and shall permit the Contracting Authority or any person authorized by it, including the European Commission, the European Anti-Fraud Office and the Court of Auditors in case the contract is financed by the European Union budget, at any time, to have access to its financial accounting documents and to audit such records and accounts both during and after the provision of the services. In particular, it may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses

If the Service includes purchases that are financed by backdonor funds, and FCA has agreed with the backdonor about conducting tests on FCA´s Service Providers, the Service Provider shall allow the backdonor to conduct tests on them according to the terms and conditions of the grant agreement.

1. **Settlement of disputes**

35.1. The parties shall make every effort to settle amicably any dispute, which may arise between them. Once a dispute has arisen, the parties shall notify each other in writing of their positions on the dispute and any solution, which they consider possible. If either party deems it useful, the Parties shall meet and try and settle the dispute. A party shall respond to a request for amicable settlement within 30 days of such a request. The maximum period laid down for reaching such a settlement shall be 120 days from the commencement of the procedure. Should the attempt to reach an amicable settlement fail or a party fail to respond in time to requests for a settlement, either party shall be free to proceed to the next stage of the dispute-settlement procedure by notifying the other.

35.2. Unless otherwise stated in the special conditions of the contract, any dispute or breach of contract arising under this contract which cannot be settled amicably, shall be finally settled by competent court in Contracting Authority’s country in accordance with the laws of Contracting Authority’s country.

| Submitted by (the name of thetendering company): |  |
| --- | --- |
| *Contact Person:* |  |

**PRICE SCHEDULE (Price and currency to be inserted by tenderer)**

| **№** | **Description of supplies** | **Qty** | **Currency:** |  |
| --- | --- | --- | --- | --- |
| **Unit Price** | **Total Price** |
| 1 | <insert description of services> |  |  |  |
| 2 | <insert description of services> |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |
| 6 |  |  |  |  |
| **Total price to be used as an evaluation price “GO GLOBAL” NGO** |  |

1. **ELIGIBILITY CRITERIA (IMPOSED ON THE TENDERER)**

**Please answer YES or NO to the following statements.**

| **#** | **Description** | **Means of verification and required documentation** | **Answer (YES/NO)** |
| --- | --- | --- | --- |
| 1 | **Registration**The Tenderer must be registered in the Unified State Register of Legal Entities, Individual Entrepreneurs and Public Organisations (USR).**(YES/NO)** | The Tenderer shall provide an extract from the Unified State Register as of the date of the tender start. |  |
| 2 | **Taxes.**The Tenderer must be a taxpayer. **(YES/NO)** | Extract from the register of single tax payers and/or extract from the register of VAT payers. |  |
| 3 | **Taxes**The Tenderer has paid all taxes and pension contributions, as well as other payments required by the applicable law.**(YES/NO)** | The Tenderer shall provide a copy of a valid tax certificate dated as of the date of the tender commencement. |  |
| 4 | **Debts**The Tenderer has no outstanding debts.**(YES/NO)** | The Tenderer shall provide a bank account statement with details and a certificate of no debts, dated as of the date of the tender start. |  |
| 5 | **Business activities.**The Tenderer has not been prosecuted and has no criminal record.**(YES/NO)** | To verify the Tenderer's activity, an extract from the information-analytical system ‘Accounting of information on bringing a person to criminal liability and having a criminal record’ about an individual (for PE) or a Certificate of no criminal record (for the director for LLCs) shall be provided. The current date after the start of the tender. |  |
| 6 | **Experience.**The Tenderer has at least 2 years of experience in digital product development in Ukraine.**(YES/NO)** | 2 letters of recommendation from previous clients with a brief additional description. |  |
| 7 | **Guarantee**The Tenderer shall provide a bank guarantee to secure the tender offer.**(YES/NO)** | The Tenderer shall provide a bid security for UAH 1,000,000.00 in the form of a bank guarantee.The form and content of the bank guarantee must comply with the requirements of the Regulation on the procedure for banks to carry out operations under guarantees in national and foreign currencies, approved by the Resolution of the Board of the National Bank of Ukraine dated 15.12.2004 № 639. Guarantee service <https://garantiya.com/>.  |  |

1. **TENDERER INFORMATION**

| **Tenderer information** |
| --- |
| Tenderer legal name: |  |
| Street name and no. |  |
| City  |  |
| Postal code |  |
| Country of registration: |  |
|  |  |
| Phone no.: |  |
| Fax. no.: |  |
| E-mail:  |  |
| web-site: |  |
|  |  |
| Sales Manager (name) |  |
| Director (Name) |  |
| Other contact (Title & Name) |  |

| **General tenderer information** |
| --- |
| Nature of business – please enclose complete product information in English. |  |
| Year of Establishment |  |
| Number of full-time employees |  |
| Licensing Authority |  |
| Licence number (VAT no./TAX I.D.) |  |
| Does your company have a written statement of its environmental policy? |  |
| Please state in which languages technical documents are available: |  |
| Working language: |  |

| **Subsidiaries, Associates and/or Overseas Representative of the tenderer** |
| --- |
| Countries with registered office: |  |
| Countries with representation (agent): |  |
| List of International quality assurance certification held by your company: |  |
| List of local and national quality assurance certification held by your company |  |
| International trade / professional organisations of which your company is a member: |  |
| Local trade / professional organisations of which your company is a member: |  |

After having read your letter of Invitation to Tender no. PR 25-02\_01-01 for supply of Development of a mobile English language training App for Vocational Education students and the Website Modernization dated 26/03/2025; on behalf of my company/business, we hereby;

* Accept, without restrictions, all the provisions in the Invitation to Tender including General terms and Conditions for Service contracts –with annexes.
* Provided that a contract is issued by the Contracting Authority we hereby commit to furnish any or all supplies and services at the price offered and deliver and provide the same to the designated points within the delivery time stated above.
* We hereby certify and attest that we meet the eligibility criteria of article stated in the Instructions to Tenderers.
* We hereby certify and attest that none of the below listed exclusion grounds are applicable:
	+ - * 1. participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA ( 1 );
				2. corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union ( 2 ) and Article 2(1) of Council Framework Decision 2003/568/JHA ( 3 ) as well as corruption as defined in the national law of the contracting authority or the economic operator;
				3. fraud within the meaning of Article 1 of the Convention on the protection of the European Communities’ financial interests ( 4 );
				4. terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA ( 5 ) respectively, or inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision;
				5. money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council ( 6 );
				6. child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council
				7. the tenderer is in breach of its obligations relating to the payment of taxes or social security contributions and where this has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of the contracting authority.
* We further certify and attest that we, and/or our affiliates,
* comply with the UN *Convention on the Rights of the Child* - UNGA Doc A/RES/44/25 (12 December 1989) with Annex
* have not made or will not make use of forced or compulsory labor as described in the *Forced Labor Convention* and in *the Abolition of Forced Labor Convention 105* of the International Labor Organization.
* respect and uphold basic social rights and working conditions for our employees.
* are not engaged in any development, sale or manufacture of anti-personnel mines and/or cluster bombs or components utilized in the manufacture of anti-personnel mines and/or cluster bombs.
* comply with articles 13. Child Labour and Forced Labour, 14. Mines, 15. “Anti-money laundering and combating the financing of terrorism” and 17. Corrupt Practices of the General Terms and Conditions for Service Contracts.

The above declarations will become an integrated part of the contract and misrepresentation will be regarded as grounds for termination.

* Our company/business has the following **nationality** [ insert ], as evidenced in the enclosed Company Registration Certificate.
* We certify that the goods have the **origin** stated above.
* In the event the contract is awarded to us, we request that payments under the contract be made to the following **account:** [insert all necessary references].
* Our tender is valid for a period of <insert no> days after the closing date in accordance with instructions to tenders.

Signature & stamp:

Signed by:

| **The Tenderer** | **:** |
| --- | --- |
| Name of the company | **:** |
| Address  | **:** |
| Telephone no.  | **:** |
| Fax no. | **:** |
| E-mail: | **:** |
| Name of contact person | **:** |
| Date:  | **:** |

**NB. Attachments – Please check carefully before submitting your tender that you have prepared all the documents required in the instructions to Tenders article “Documents comprising the tender”**

1. **TECHNICAL PROPOSAL:**

This section is critical to demonstrate your understanding of the project and how you intend to execute it. Please provide detailed information on the following:

**Criterion 1: Contractor/Company Skills, Experience and Track Record**

**Detailed Explanation**: Provide a comprehensive explanation of your previous experience relevant to this project. Highlight key deliverables and any challenges you have overcome.

**Project Summary**: Include a portfolio of similar projects you have completed in the area of ​​app development, particularly those related to education and social care.

**Supporting Documents:** Include samples or contracts and deeds (at least two) from these projects as evidence of your experience. Make sure the reports include detailed information.

**Criterion 2: Proposed Methodology**

**Approach**: Describe the general approach and strategy you will use to complete the tasks. Describe how you will carry out the app development and website development.

**Technology and Tools**: List the digital tools and software you will use, such as CSS, JavaScript, HTML or any other tool.

**Criterion 3: Period of implementation and timetable**

Use the table below to outline a detailed timeline, divided into monthly phases. marking each week with an asterisk (\*)

| *by months (after the contract is signed)* |  |
| --- | --- |
| Months | **April** | **May** | **June** | **July** | **August** | **September** |
| Numbers | **8-15** | **16-30** | **1-15** | **16-31** | **1-15** | **16-30** | **1-15** | **16-31** | **1-15** | **16-31** | **1-15** | **16-30** |
| Development of Project Documentation | **\*** |  |  |  |  |  |  |  |  |  |  |  |
| Stage 1 |  |  |  |  |  |  |  |  |  |  |  |  |
| … |  |  |  |  |  |  |  |  |  |  |  |  |
| Stage … (add the required number of stages)) |  |  |  |  |  |  |  |  |  |  |  |  |
| Additional services (optional) |  |  |  |  |  |  |  |  |  |  |  |  |
| Submission of Draft Report |  |  |  |  |  |  |  |  |  |  |  |  |
| Submission of Final Report |  |  |  |  |  |  |  |  |  |  |  |  |
| Workshop and Presentation |  |  |  |  |  |  |  |  |  |  |  |  |

**Criterion 4: Team Composition**

* **Key Personnel:** List the key team members who will be involved in the development. Indicate their roles, qualifications, and relevant experience.
* **Organizational Chart:** Provide an organizational chart or team structure that shows reporting lines and responsibilities.

**Criterion 5: Financial Proposal and Preferred Payment Terms:**

* Financial Proposal
* Provide a detailed payment schedule, including milestones and associated deliverables.
* Indicate all payment terms, such as advance payments, interim payments, and final payments.

**Statements to be contained in the certificate of absence of grounds for refusal to participate in the procurement procedure provided by the tenderer**

1. The bidder has not been held liable for a violation under clause 4 of part two of Article 6, clause 1 of Article 50 of the Law of Ukraine “On Protection of Economic Competition” in the form of committing anticompetitive concerted actions related to the distortion of the results of tenders (bids) in the last two years.
2. An official (officer) of the tendere \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 (Name of the participant's officer (official))

authorized by the tenderer to represent its interests during the procurement procedure has never been brought to justice under the law for committing a corruption offense or an offense related to corruption

3. The participant is not included in the Unified Register of Enterprises Subject to Bankruptcy Proceedings.

4. The participant of the procurement procedure failed to fulfill its obligations under the previously concluded procurement agreement with NGO “GO GLOBAL”, which led to the imposition of sanctions in the form of fines and/or compensation for losses within three years from the date of their application.

5. The participant's information is not included in the Unified State Register of Persons Who Committed Corruption or Corruption-Related Offenses.

1. The Unified Register of Legal Entities, Individual Entrepreneurs and Public Organizations contains the information required by clause 9 of part two of Article 9 of the Law of Ukraine “On State Registration of Legal Entities, Individual Entrepreneurs and Public Organizations” (this requirement does not apply to representative offices registered in accordance with the Instruction on the Procedure for Registration of Representative Offices of Foreign Economic Entities in Ukraine, approved by Order of the Ministry of Foreign Economic Relations and Trade of Ukraine No. 30 of 18.01.96).
2. An official (officer) of the tendere \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 (Name of the participant's officer (official))

who signed the tenderer's tender proposal has not been convicted of a crime related to the violation of the procurement procedure or another crime committed for mercenary motives or has no criminal record that has not been removed or expunged in accordance with the procedure established by the Law.

If the tenderer is an individual:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has not been convicted of a crime related to the

 (name of the tendering company)

violation of the procurement procedure or another crime committed for mercenary motives or has no criminal record that has not been removed or expunged in accordance with the procedure established by law.

1. An official (officer) of the tendere \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 (Name of the participant's officer (official))

who signed the tender offer of the participant has not been brought to justice under the law for committing an offense related to the use of child labor or any form of human trafficking;

**Position, surname, initials, signature of the authorized representative of the Participant, certified by the seal.\***

\* This requirement shall not apply to the Participants who do not use a seal in their activities in accordance with the applicable law.