

INVITATION TO PARTICIPATE IN THE TENDER**" Development of teaching and methodical materials for basic level mathematics for grades 10-12"****CONTENTS:**

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Appendix 1: Terms of Reference

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A. TENDER INFORMATION TABLE

1	General Information	
1.1	Contracting Authority	CHARITABLE ORGANIZATION «INTERNATIONAL CHARITABLE FUND «SAVED»
1.2	Tender Number	PR-UACO-02
1.3	Procurement Method	Open Tender
1.4	Contact Information/Email	Please send your questions through the supplier portal via the link clause 1.5
1.5	Link to the Tender Invitation	Playtender.com.ua
2	Schedule, Submission, and Opening of Tender Proposals (Dates and times correspond to the time zone of the contracting authority)	
2.1	Date of Tender Invitation Publication	24.10.2024
2.2	Deadline for Tender Submission (Date and Time)	14.11.2024, 17:00
2.3	Deadline for Submitting Questions to the Contracting Authority	Three days before the submission deadline
2.4	How to Submit Questions to the Contracting Authority	Please send your questions through the supplier portal via the link above clause 1.5
2.5	Last Date the Contracting Authority Issues Clarifications	Three days before the submission deadline
2.6	Procedure for Submitting Tender Proposals	Tender proposals must be submitted via the link in Section 1.5. If you experience technical difficulties, feel free to contact the Contracting Authority.
2.7	Date, Time, and Location of Tender Proposal Opening	14.11.2024
2.8	Opening of Tender Proposals	Tender participants are not invited to attend the opening of tender proposals. The tender results will be communicated by the Contracting Authority to the participants via email within no more than ten working days from the date of the decision on the winner.
3	Content	
3.1	Procurement Category	Services

3.2		Scope of Services	Development of teaching and methodical materials for basic level mathematics for grades 10-12 in the amount of 105 sets of materials per academic year, 315 sets in total for 3 years					
3.3		Is the Tender Divided into Lots	No					
3.4		Place of Service Delivery	Ukraine					
3.5		Service Delivery Period	Until 01.09.2025					
4		Price and Validity of Tender Proposals						
4.1		Currency of Price	UAH					
4.2		Validity Period of the Tender Proposal (Offer)	30 Days					
5		Eligibility Criteria						
		Description	Verification Means and Required Documentation					
5.1		Availability of Relevant Education and Qualifications in Education or Relevant Subject (Confirm: YES / NO)	- Provide copies of higher education diplomas (Bachelor's, Master's, Doctorate) in the relevant specialty.					
5.2		Experience in Education of at least 5 Years, with a Focus on Teaching in Senior Grades (Grades 10-12) (Confirm: YES / NO)	- Provide a resume detailing work experience.					
5.3		Experience in Developing Programs and Teaching Methodological Materials for Teachers or Students (Confirm: YES / NO)	- Provide samples of previously developed materials. - Provide links to publications or projects (if available).					
5.4		Deep Knowledge of Modern Educational Methodologies and the State Standard for Specialized Education (Confirm: YES / NO)	- Describe your experience in your resume or Proposal for developing educational and methodological materials for teachers.					
5.5		Proficiency in the Ukrainian Language at a High Level, Ability to Write and Edit Texts Effectively (Confirm: YES / NO)	- Confirm in your resume.					
5.6		Understanding and Incorporating Inclusive Approaches, Gender Equality, and Other Cross-Sectoral Topics in Educational Materials (Confirm: YES / NO)	- Describe your approach in the Proposal. - Provide examples of how these topics have been considered in previous work.					
6		Contract Award Criteria						
6.1		Qualification and Experience	30% <table><tr><td>Criterion 1: Experience in Education</td><td>1-4 points: Less than 5 years of experience. 5-7 points: 5 to 10 years of experience. 8-10 points: More than 10 years of experience.</td></tr><tr><td>Criterion 2: Education and Academic Degree</td><td>1-4 points: Bachelor's degree. 5-7 points: Master's degree. 8-10 points: Doctor of Philosophy/Science.</td></tr></table>		Criterion 1: Experience in Education	1-4 points: Less than 5 years of experience. 5-7 points: 5 to 10 years of experience. 8-10 points: More than 10 years of experience.	Criterion 2: Education and Academic Degree	1-4 points: Bachelor's degree. 5-7 points: Master's degree. 8-10 points: Doctor of Philosophy/Science.
Criterion 1: Experience in Education	1-4 points: Less than 5 years of experience. 5-7 points: 5 to 10 years of experience. 8-10 points: More than 10 years of experience.							
Criterion 2: Education and Academic Degree	1-4 points: Bachelor's degree. 5-7 points: Master's degree. 8-10 points: Doctor of Philosophy/Science.							

		Criterion 3: Relevant Thematic Knowledge and Experience	1-4 points: No or minimal experience in the relevant field. 5-7 points: Experience in a related field or limited experience in the relevant one. 8-10 points: Significant experience in the relevant field, confirmed by projects and work.	
		Criterion 4: Experience Working in Conflict or Crisis Situations	1-4 points: No experience. 5-7 points: Some experience. 8-10 points: Significant experience working in such conditions.	
6.2	Methodology and Approach	45%		
		Criterion 6: Justification of the proposal and understanding of the tasks	1-4 points: Incomplete or superficial understanding of the tasks. 5-7 points: Clear understanding of the tasks with basic examples. 8-10 points: Deep understanding of the tasks with detailed examples and analysis.	
		Criterion 7: Proposed structure	1-4 points: Unclear or incomplete structure. 5-7 points: Complete structure that meets the requirements. 8-10 points: Detailed, logical structure.	
		Criterion 8: Proposed content and methodology	1-4 points: Unclear content and methodology. 5-7 points: Clear content, but methodology is unsystematic. 8-10 points: Clear, detailed content; systematic methodology with a comprehensive vision.	
		Criterion 9: Inclusiveness and gender equality	1-4 points: Lack of consideration for cross-sectoral themes (inclusivity, gender equality, etc.). 5-7 points: Partial consideration. 8-10 points: Complete and detailed consideration with practical examples.	
		Criterion 10: Innovation and creativity	1-4 points: Lack of innovative solutions. 5-7 points: Presence of creative elements. 8-10 points: High level of innovation and creativity.	
6.3	Availability and Timeliness	15%		
		Criterion 11: Realism and detail of the work schedule	1-4 points: Unrealistic or unclear schedule, lack of detail. 5-7 points: Realistic schedule with basic detail. 8-10 points: Detailed, realistic schedule considering all stages and potential risks.	
		Criterion 12: Resource availability and accessibility	1-4 points: Limited resources, risk of not completing tasks on time. 5-7 points: Sufficient resources to complete the tasks. 8-10 points: Complete resource availability, presence of reserves, high readiness.	
6.4	Price	10%		
		Criterion 13:		

CP SAVES		Tender documentation for services	
		Proposed cost of services	Price points = (lowest proposed price : participant's price) × 10
7	Legal Criterion		
7.1	Language of the proposals	Ukrainian	
7.2	Language of the proposals	Ukraine	
8	Award of Contract		
8.1	Type of Contract	Fixed-term	
8.2	Estimated Start Date of the Contract:	30.11.2024	
8.3	Estimated End Date of the Contract:	30.09.2025	
8.4	Language of the Contract	Ukrainian and English	

B. INSTRUCTIONS FOR TENDER PARTICIPANTS

By submitting a tender proposal, the tender participant fully and unconditionally accepts the special and general conditions governing the procurement contract as the sole basis for this tender procedure, regardless of their own terms of sale, which they hereby waive.

Tender participants are expected to carefully review and comply with all instructions, forms, provisions of the contract, and specifications contained in this tender documentation.

Failure to submit a tender proposal that includes all necessary information and documentation within the specified timeframe will result in the rejection of the tender proposal.

Any reservations regarding the tender documentation will not be considered; any such reservation will lead to the immediate rejection of the tender proposal without further evaluation.

B.1. Scope of Services

The subject of the contract is the provision of services according to **Section 3.2 A of the Tender Information Table / Section 3.**

Delivery:

The requested services must be delivered to the location and on the dates specified in **Section 3.4 A of the Tender Information Table / Section 3.**

B.2. General Conditions

The services to be procured are intended for use by the Contracting Authority as indicated in **Section 1.1 A of the Tender Information Table / Section 1.**

B.3. Tender Costs

The tender participant bears all costs associated with the preparation and submission of their tender proposal, and the Contracting Authority shall not be liable for these costs under any circumstances, regardless of the conduct or outcome of the tender process.

B.4. Questions, Clarifications of Tender Documentation, and Additional Information Tender Participants may submit questions in writing to the Contracting Authority according to the instructions and deadlines specified in **Section 2.3 A of the Tender Information Table / Section 2.**

Any clarifications to the Invitation to Tender documents provided by the Contracting Authority will be made available to all tender participants (and potential participants) simultaneously, no later than the date specified in the schedule in **Section 2.5 A of the Tender Information Table / Section 2.**

Tender participants are not allowed to contact the Contracting Authority for oral clarifications. Any (potential) tender participant wishing to arrange individual meetings during the tender period with the Contracting Authority and/or associated organization may be excluded from the tender procedure.

B.5.Planned Schedule

The Contracting Authority reserves the right to change the dates and times; in such cases, all tender participants will be informed in writing, and a new schedule will be provided.

The schedule can be found in **Section 2.2 A of the Tender Information Table/ Section 2.**

The hours in the schedule correspond to the time zone of the country where the Contracting Authority is located.

B.6. Language of the Tenders

Tender proposals, all correspondence, and documents related to the tender proposal exchanged between the tender participant and the Contracting Authority must be written in Ukrainian. Accompanying documents and printed materials provided by the tender participant must also be submitted in Ukrainian.

B.7. Evaluation Process

Before assessing the eligibility of the tender participant, the Procurement Committee (established by the Contracting Authority for the purposes of this tender procedure) must verify whether the tender proposals;

- were submitted by the deadline for submission of tender proposals (Closing Date);
- were properly signed;
- were submitted in accordance with the submission procedure in **Section 2.6 A of the Tender Information Table / Section 2;**
- are in order.

If the tender substantially does not meet the requirements, meaning it contains more than minor deviations or reservations regarding the provisions, terms, and specifications in the tender documentation, it will not be considered further.

The Procurement Committee will then assess the technical acceptability of each tender proposal, classifying it as technically acceptable or unacceptable.

Tender proposals deemed acceptable and technically compliant will be checked by the Procurement Committee for arithmetic errors. In the event of discrepancies between the amounts written in figures and in words, the amount written in words will prevail. If there are discrepancies between the unit price and the total amount of the line item obtained by multiplying the unit rate by the quantity, the stated unit rate will take precedence. If the tender participant refuses to accept the correction, their proposal will be rejected.

B.8. Exclusions from Contract Award

Tender participants are excluded if they are in any of the following situations:

- a) They are bankrupt, their affairs are under judicial management, they have entered into an agreement with creditors, they have suspended business activities, they are subjects of proceedings concerning household matters, or they are in any similar situation arising from similar procedures provided for in national legislation or regulations;
- b) They have been convicted of offenses regarding their professional conduct by a judgment that has become res judicata;
- c) They have been found guilty of a serious professional misconduct, proven by any means that the Contracting Authority can justify;
- d) They have failed to meet their obligations concerning social security contributions or tax payments in accordance with the legislative provisions of the country in which they are established, the country of the Contracting Authority, or the country where the contract is awarded;
- e) They have been the subject of a judicial decision that has the force of res judicata for fraud, corruption, participation in a criminal organization, or any other illegal activity that harms the Contracting Authority or the financial interests of the European Union;

- f) After another procurement procedure or grant award procedure funded by the budget of the European Union or another donor, or after another procurement procedure conducted by the Contracting Authority or one of its partners, they have been declared to have seriously breached the contract due to non-fulfillment of their contractual obligations.

Tender participants are also excluded if any of the following exclusion criteria apply to them:

- a) Participation in a criminal organization, as defined in Article 2 of Council Framework Decision 2008/841/JHA (1);
- b) Corruption, as defined in Article 3 of the Convention on Combating 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 legislation of the contracting authority or the economic operator;
- c) Fraud within the meaning of Article 1 of the Convention on the Protection of the Financial Interests of the European Communities (4);
- d) Terrorist offenses or offenses related to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA (5), respectively, or incitement, complicity, or attempted commission of an offense as specified in Article 4 of this Framework Decision;
- e) Money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council (6);
- f) Child labor and other forms of human trafficking, as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;
- g) Additionally, a participant is excluded from the procurement procedure if the contracting authority is aware that the participant is in violation of its obligations to pay taxes or social security contributions, and this has been established by a judicial or administrative decision that is final and binding according to the legal provisions of the country in which the participant is established or those of the contracting authority.

Tender participants must confirm in **Appendix 2: Tender Proposal Form** that they meet the above requirements. If required by the Contracting Authority, the tender participant whose proposal has been accepted must also provide evidence of eligibility satisfactory to the Contracting Authority through certificates issued by competent authorities in the country of establishment or operation.

Contracts cannot be awarded to participants who:

- (a) Are subject to a conflict of interest.
- (b) Are guilty of providing false information during the submission of information required as a condition of participation and eligibility in the tender procedure, or failing to provide such information.
- (c) Engage in, support, or conceal corrupt, fraudulent, collusive, or coercive practices, regardless of whether such actions can be attributed to this tender procedure.
- (d) Attempt to influence the evaluation committee during the review, clarification, assessment, and comparison of tender proposals, obtain information on the progress of the procedure, or influence the Contracting Authority's decision regarding the award of the contract.

B.9. Eligibility Criteria for Tender Participants

Tender participants will initially be checked for compliance with the eligibility criteria in **Section A of the Tender Information Table / Section 5**. The listed documents must be provided along with the tender proposal.

Tender participants who do not meet the eligibility criteria and/or do not provide the necessary documents will not be qualified for tender evaluation.

B.10. Contract Award Criteria

Tender proposals that meet the eligibility criteria will be evaluated according to the contract award criteria in **Section A of the Tender Information Table / Section 6**.

B.11. Documents to be Included in the Tender Proposal:

The tender participant must complete and submit the following documents with their tender proposal:

- a) **Appendix 2: Tender Proposal Form** with Supporting Documents
- b) **Documentation for Section C.6 Technical Specifications**

- c) **Documentation for Section C.8 Eligibility Criteria for Tender Participants**
- d) **Documentation for Section C.5 Contract Award Criteria**
- e) Any other relevant information required to be submitted to the Contracting Authority

B.12. Price:

The price must be stated in the currency specified in **Section 4.1 A of the Tender Information Table / Section 4.**

The price should be included in Appendix 2: Tender Proposal Form by the tender participant and is not subject to adjustments for any reason, except as provided for in the terms of the contract.

The price must include all costs associated with the provision of services, and no additional invoices or other expenses will be accepted.

B.13. Validity Period of Tender Proposals

Tender proposals remain valid and open for acceptance for the period specified in **Section 4.2 A of the Tender Information Table / Section 4** after the Closing Date for submission of tender proposals.

Before the initial validity period of the tender proposal expires, the Contracting Authority may, for objective reasons, request in writing that tender participants extend this period. Tender participants who agree to this will not be allowed to change their tender proposals. If they refuse, their participation in the tender procedure will be terminated.

B.14. Validity Period of Tender Proposals

Tender proposals remain valid and open for acceptance for the period specified in **Section 4.2 A of the Tender Information Table / Section 4** after the Closing Date for submission of tender proposals.

Before the initial validity period of the tender proposal expires, the Contracting Authority may, for objective reasons, request in writing that tender participants extend this period. Tender participants who agree to this will not be allowed to change their tender proposals. If they refuse, their participation in the tender procedure will be terminated.

B.15. Submission of Tender Proposals and Closing Date

Tender proposals must be submitted as specified in **Section 2.6 A of the Tender Information Table / Section 2.**

No tender proposal may be amended or withdrawn after the closing deadline.

B.16. Disclosure of Tender Proposals

Information regarding the disclosure of tender proposals is indicated in **Section 2.8 A of the Tender Information Table / Section 2.**

If tender participants are invited to a tender proposal disclosure session, they are encouraged to contact the contact person at least one day before the disclosure session if they wish to attend.

Representatives of the participant present must sign the attendance sheet.

During the disclosure of tender proposals, only the names of the tender participants and the total amounts of the tender proposals will be read aloud and recorded.

B.17. Contract Award

The Contracting Authority will award the contract to the tender participant whose tender proposal is deemed to substantially comply with the tender documentation and is technically acceptable, and who receives the highest score during the evaluation of the tender proposal.

B.18. Contract Signing

- a) The Contracting Authority will notify the winning tenderer in writing that their proposal has been accepted, and will inform the unsuccessful tender participants in writing about the results of the evaluation process.
- b) The Contracting Authority reserves the right to adjust the procurement volume within a range of +/- 25% to remain within the available budget.

B.19. Cancellation for Convenience

The Contracting Authority may, for its own convenience and without any costs or obligations, cancel the tender process at any stage.

C. TERMS OF REFERENCE

Tender: Development of Methodological Materials for High School Teachers - History of Ukraine in the Context of World History

C.1. General Information

CHARITABLE ORGANIZATION «INTERNATIONAL CHARITABLE FUND «SAVED», (the Organizer of the Tender) is implementing the project "Reform of Upper Secondary School in Ukraine," funded by Finn Church Aid (FCA).

CHARITABLE ORGANIZATION «INTERNATIONAL CHARITABLE FUND «SAVED» is a Ukrainian non-governmental organization actively working in the field of education, promoting its development and adaptation to modern requirements. With experience in implementing educational projects and collaborating with educational institutions, the Fund aims to enhance the quality of education and create favorable conditions for the development of students and teachers.

Finn Church Aid (FCA) is the largest Finnish non-governmental organization providing international aid, supporting projects in education, peacebuilding, and livelihoods in over 30 countries worldwide. The partnership between savED and FCA is focused on ensuring sustainable development of education in Ukraine.

The purpose of this tender is to select qualified specialists or organizations to develop modern and high-quality methodological materials for high school teachers (grades 10-12) in the educational field of History of Ukraine in the context of world history.

Development of Quality Methodological Materials:

- Will provide teachers with the necessary resources for effective teaching.
- Will enhance the quality of the educational process and the level of knowledge retention among students.
- Will promote the development of key competencies required for the 21st century.
- Will support the integration of innovative methods and technologies into teaching.

C.2. Subject of the Tender

Development of teaching and methodical materials for basic level mathematics for grades 10-12 in the amount of 105 sets of materials per academic year, 315 sets in total for 3 years

C.3. Details of the Work

Educational-methodological materials for teachers consist of a set of developed learning topics with clear instructions and recommendations for conducting lessons. These materials collectively form a trajectory for mastering a specific course, aiding educators in effective planning and organization of learning activities to achieve the outcomes established by the curriculum and state standards.

Each set of materials must include the following components:

№	Component	Description
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3.1.	Calendar-Thematic Planning (CTP)	<i>A step-by-step list of topics, compiled based on the model/educational program, indicating the number of hours allocated for their study within a specific course. It is important that the calendar-thematic planning reflects various types of lessons, including those dedicated to assessment, project work, etc. Non-linear approaches to structuring the CTP will be an advantage.</i> Structure of the CTP: • Distribution of educational material by topics and lessons according to the program and the number of allocated hours. • Definition of expected learning outcomes for each topic/lesson. • Planning forms of control and assessment of students' knowledge and skills (summative assessment, projects, etc.).
3.2.	Methodological Complex for Teachers	<i>Advice, Instructions, and Tips for Effectively Conducting Each Lesson/Group of Lessons. Materials should include clear algorithms, examples of work using real-life situations, and integration of interdisciplinary connections. They should offer options for lesson activities, describe effective teaching methods and technologies that correspond to the specifics of the topic and the age characteristics of students. Tips for organizing differentiated instruction and supporting students with special educational needs will be an advantage.</i> Mandatory Elements: • Topic of the lesson/group of lessons. • Expected learning outcomes. • Equipment and materials needed for conducting the lesson (technical tools, didactic materials, handouts). • Structure of the lesson with a detailed description of the stages (main exposition of theoretical material, examples of tasks in various activity formats for students, algorithms, diagrams, tables, illustrative materials, etc.). • Methods and techniques used in the lesson. • Forms of student engagement (whole-class, group, individual). • Differentiation and individualization of instruction for different groups of students.
3.3.	Didactic Materials	<i>Materials on the Basis of Which Students Will Master the Learning Trajectory of the Course. A package of such materials can be integrated into the methodological complex for teachers or developed separately.</i> Didactic Materials May Include • Handouts: task cards, reading texts, diagrams, tables, charts, images. • Presentations for visualizing learning material (in PowerPoint format or similar). • Audio and video materials that complement the learning content.

		● Game and interactive tasks that facilitate material assimilation in an engaging form. ● Assignments for independent and group work. ● Homework. ● Projects, etc.
3.4.	Assessment Materials	<i>Ready Solutions for Assessing Learning Outcomes According to State Standards and Current Evaluation Guidelines.</i> The assessment materials package should include: ● Test tasks of varying difficulty levels (multiple choice, matching, sequencing, etc.). ● Open-ended tasks of different types. ● Project and other types of assignments. ● Assessment criteria with a clear description of the requirements for task completion. ● Sample answers and solutions to tasks to facilitate grading and self-assessment for students.
3.5.	List of Recommended Literature and Resources	<i>List of All Sources Used in Compiling the Materials Packages, as Well as Those That Can Help Teachers Deepen the Course or Diversify Lessons.</i> The list should include: ● Primary Literature: Textbooks, manuals. ● Supplementary Materials: Guides, workbooks, articles, research, popular science publications, etc. ● Internet Resources: Educational platforms, electronic libraries, video lessons, podcasts, etc. ● Recommendations for Resource Use: Links, brief descriptions of content and capabilities of each resource.

C.4. Requirements for Developing Methodological Materials

Authors developing methodological materials must adhere to the following rules:

Nº	Element	Description
4.1.	Academic Integrity	● Adhere to the principles of academic integrity. ● Ensure the originality of materials, avoiding plagiarism and data fabrication. ● Correctly cite and reference the sources of information used.
4.2.	Compliance with State Standards	● Materials must fully comply with the State Standard of profile education and approved curricula. ● All topics and content lines must be covered in their entirety.

4.3.	Scientific Validity and Accuracy	- Information must be scientifically justified, current, and aligned with modern research. - Avoid outdated concepts, myths, and unverified data.
4.4.	Pedagogical Appropriateness	- Use methods and approaches that correspond to the age characteristics of students and promote effective learning. - Ensure active participation of students in the learning process.
4.5.	Language Proficiency	- Materials must be written in correct Ukrainian, adhering to language norms and standards. - Use clear and understandable language, avoiding complex and ambiguous expressions.
4.6.	Structured and Logical Presentation	- Materials should have a clear structure with logical and sequential presentation of information. - Utilize headings, subheadings, bullet points, and numbered lists to facilitate navigation.
4.7.	Visual Design	Apply graphic elements (charts, tables, diagrams) to visualize information.
4.8.	Interactivity and Innovation	- Include interactive tasks that stimulate active engagement of students with the material. - Use modern pedagogical technologies and approaches.
4.9.	Accessibility and Universality	- Materials should be clear and accessible for teachers with varying levels of experience. - Allow for the adaptation of materials to meet the specific needs of the class or individual students (including those with special educational needs).
4.10.	Adherence to Copyright	- When using quotes, illustrations, or materials from other sources, it is essential to provide proper citations. - Avoid violations of copyright and plagiarism.
4.11.	Ethical Standards	Avoid discrimination based on any grounds (promote tolerance and respect for different cultures and viewpoints).
4.12.	Timeliness and Adherence to Deadlines	- The development of materials should be carried out according to an established schedule. - In case of difficulties or delays, authors must promptly inform the client.

4.13	Collaboration with the Client	• Be prepared to make revisions and improvements to materials based on feedback. • Be open to constructive criticism and recommendations.
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C.5. Selection Criteria

During the evaluation and selection of bids from tender participants, the organization savED will adhere to transparent and objective criteria to ensure the selection of the most qualified and prepared contractors for the development of methodological materials. The selection criteria are divided into four main categories with corresponding weight coefficients:

1. Qualification and Experience (30%)
2. Methodology and Approach (45%)
3. Availability and Timeliness (15%)
4. Price (10%)

- Maximum possible score: 10 points.
- Bids will be ranked based on their overall score.
- Participants with the highest scores have the best chances of winning the tender.
- A minimum passing score may be established by the tender committee. Bids scoring below this threshold may be rejected.
- In case of a tie in total scores, preference will be given to the participant with the higher score in the "Methodology and Approach" criterion.
- Participants may inquire about the evaluation and criteria from the tender committee through the tender platform.
- Evaluation results may be provided to participants upon request after the tender is completed.
- The organization savED reserves the right to conduct interviews or request additional information to clarify details of the bid.

C.6. Documents to Confirm Compliance with the Criteria

- **Resume** detailing education, experience, and professional skills.
- **Copies of diplomas and certificates of education** and professional development.
- **A detailed proposal for the development of educational-methodological materials** for teachers, which includes:
 - Proposed methodology (up to 5 pages, 14-point Times New Roman)
 - Proposed content and structure of the educational-methodological materials for teachers.
 - Plan and schedule for the completion of work.
- Financial proposal with a detailed breakdown of expenses.
- Samples of previous relevant work or links to them (if available).

C.7. Payment Conditions

Payment for completed work is made in installments and is tied to quantitative indicators of the development of methodological materials. The total payment amount is divided into four payments throughout the project:

1. First Payment — Prepayment (14.40% of the total contract amount). Payment Conditions:
 - Paid after the expert group is formed and the curriculum structure is developed.
2. Second Payment (28.80% of the total contract amount). Payment Conditions:
 - Paid after the development of the first set of materials (15% of the total number of materials).
3. Third Payment (28.80% of the total contract amount). Payment Conditions:
 - Paid after the development of the second set of materials (up to 60% of the total number).
4. Fourth Payment (28.00% of the total contract amount). Payment Conditions:
 - Paid after the development of the third set of materials (up to 100% of the total number).

Notes:

- Payment is made after the acceptance and approval of the results of each stage.
- Detailed payment conditions, including the payment procedure and reporting requirements, will be defined in the contract with the tender winner.
- In case of non-fulfillment or improper fulfillment of obligations, the client reserves the right to postpone payment or reduce its amount according to the terms of the contract.

Currency and Payment Method:

- Payment is made in hryvnias (UAH) at the official exchange rate of the National Bank of Ukraine on the day of payment.
- Funds are transferred to the contractor's bank account specified in the contract.

Tax Obligations:

- The contractor is solely responsible for the payment of taxes and other mandatory payments in accordance with current legislation of Ukraine.
- The client is not liable for the contractor's tax obligations.

C.8. Requirements for Contractors

To participate in the tender and successfully carry out the tasks, participants must meet the following key requirements:

Description	Verification Means and Required Documentation
1. Presence of relevant education and qualifications in the field of education or the relevant subject. (Confirm: YES / NO)	- Provide copies of diplomas for higher education (bachelor's, master's, doctorate) in the relevant specialty.
2. Work experience in education of at least 5 years, with a focus on teaching in high school (grades 10–12). (Confirm: YES / NO)	- Provide a resume describing work experience.

3. Experience in developing programs and educational-methodological materials for teachers or students. (Confirm: YES / NO)	- Provide samples of previously developed materials. - Include links to publications or projects (if available).
4. Deep knowledge of modern educational methodologies and the State Standard for specialized education. (Confirm: YES / NO)	- Describe your experience in your resume or in the Proposal for developing educational-methodological materials for teachers.
5. Proficiency in the Ukrainian language at a high level, with the ability to write and edit texts effectively. (Confirm: YES / NO)	- Confirm this in your resume.
6. Understanding and consideration of inclusive approaches, gender equality, and other cross-sectoral topics in educational materials. (Confirm: YES / NO)	- Describe your approach in the Proposal. - Provide examples of how these topics were considered in previous works.

Notes:

- Important aspects for the successful implementation of the project:
 - Professional competence and experience specifically with senior high school (grades 10–12).
 - Practical experience in developing methodological materials that meet modern educational standards.
 - Ability to write and structure educational materials in Ukrainian proficiently.
 - Willingness to collaborate and adapt to the client's requirements.
 - Creative and innovative approach to material development.
- Tender participants must confirm each point by providing relevant documents and information.
- An incomplete document package or failure to meet requirements may be grounds for rejecting the proposal.

D: Draft of the Contract

Development of teaching and methodical materials for basic level mathematics for grades 10-12 in the amount of 105 sets of materials per academic year, 315 sets in total for 3 years

Kyiv

November 20, 2024

Invitation to Tender No.: PR-UACO-01

The Charity Organization "International Charity Fund 'Saved'" (hereinafter referred to as the "Organization" or the "Client"), represented by the Director of the Fund, Anastasiia Klimina, acting based on the Organization's Statute, on one side,

and an Individual Entrepreneur (details),

on the other side, have agreed as follows:

Article 1. Subject of the Contract

The subject of this contract is the provision of the following services (hereinafter referred to as the "service") by the Contractor within the framework of the project financed by the Finn Church Foundation:

Development of teaching and methodical materials for basic level mathematics for grades 10-12 in the amount of 105 sets of materials per academic year, 315 sets in total for 3 years, meeting quality standards and technical requirements outlined in Annex 1.

Adherence to all requirements of the Donor's and Client's policies, especially those concerning the protection of children's rights and prevention of sexual exploitation and abuse, ensuring compliance by the Contractor's and suppliers' representatives within their scope of responsibility.

The developed educational and methodological materials are delivered to the Client no later than September 1, 2025.

Article 2. Language

The service is provided in Ukrainian.

Article 3. Quality Monitoring

The Contractor must monitor the execution and quality of the services and report to the Client on factors related to service delivery in an agreed manner. The Contractor agrees to improve its activities during the contract term to enhance service quality.

The Client monitors the quality according to its needs. The Contractor must provide the information requested by the Client for quality monitoring within an agreed timeframe.

Article 4. Subcontracting

The Contractor bears full responsibility for fulfilling obligations under the tender contract, regardless of whether subcontractors are used.

Article 5. Price and Payment Terms

The Contractor's tender offer determines the contract amount and is not subject to revision. The price includes all costs related to the delivery of goods and services, and no additional invoicing or other expenses will be accepted. This is the sole compensation the Client will pay to the Contractor under the contract.

Payments for the services provided are made in stages and are tied to the quantitative indicators of the development of methodological materials. The total payment is divided into four installments over the course of the project:

1. First payment – advance payment (14.40% of the total contract amount). Conditions for payment:

Paid after the expert group's formation and the curriculum structure's development.

2. Second payment (28.80% of the total contract amount). Conditions for payment:

Paid after developing the first set of materials (15% of the total number of materials).

3. Third payment (28.80% of the total contract amount). Conditions for payment:

Paid after developing the second set of materials (up to 60% of the total number).

4. Fourth payment (28.00% of the total contract amount). Conditions for payment:

Paid after developing the third set of materials (up to 100% of the total number).

Payments are made in national currency to the Contractor's account specified in this Contract no later than three working days after signing the Contract for the first stage and no later than five working days after signing the Acceptance Certificate at subsequent stages.

Article 6. Effective Date / Duration

This Contract is signed using the "Vchasno" electronic document management service at any time convenient for the parties during the term of the Contract. By Part 3 of Article 631 of the Civil Code of Ukraine, the terms of this Contract apply to relations that arose between the Parties from November 20, 2024. The term of the Contract is until September 30, 2025, inclusive. The Parties agreed to use an electronic signature (qualified electronic signature) when signing contracts, additional agreements, and primary accounting documents, including but not limited to acceptance certificates of provided services. The Contract remains valid until the end of the responsibility period, as defined in the Annex "General Terms and Conditions for Service Contracts."

Article 7. Confidentiality Clause

7.1. The Parties agree that any materials, information, and data related to this Contract and prepared by the Contractor for the fulfillment of this Contract are the property of the Client and cannot be transferred to third parties without prior written consent from the Client, except in cases where such transfer is required by Ukrainian law.

7.2. The Parties agree to take all necessary measures to ensure the confidentiality of technological, financial, commercial, and other information received from the other party during the term of this Contract.

7.3. To comply with the above requirements, the Contractor must:

Strictly maintain the confidentiality of any information about the Client.

Do not use such information without the Client's prior written consent.

Provide access to the Client's information only to those Contractor employees or representatives who need to know it to fulfill their duties, provided that these individuals undertake written confidentiality obligations. The Contractor is responsible for ensuring that these individuals comply with confidentiality requirements, and if their actions cause the Client damages, the Contractor must fully compensate for such damages.

Information should not be transferred to third parties without prior written consent from the Client.

Do not disclose the information.

Ensure proper storage of information, documents, and data, maintaining the same level of confidentiality as would reasonably be applied to their confidential information of similar importance.

7.4. The Contractor acknowledges that unauthorized disclosure or use of information may cause irreparable harm and significant damage to the Client. Accordingly, the Client can claim compensation for all damages incurred.

7.5. The Contractor is liable for disclosing commercial secrets as prescribed by Article 232 of the Criminal Code of Ukraine.

Article 8. Dispute Resolution

8.1. All disputes and disagreements arising from or in connection with this Contract shall be resolved by negotiation between the Parties.

8.2. If a dispute cannot be resolved through negotiation, it will be settled in court according to the applicable jurisdiction under Ukrainian law.

Article 9. Protection of Personal Data

9.1. In accordance with the Law of Ukraine "On the Protection of Personal Data," the Parties consent to the processing and use of their personal data in client databases, accounting programs, tax reports, and other purposes to comply with current laws. This includes preparing and submitting statistical, administrative, and other reports to the extent necessary for the purposes of processing personal data.

9.2. Each Party undertakes not to take actions that may be interpreted as offering or receiving improper benefits or actions that violate anti-corruption and anti-money laundering laws. If any suspicion arises, the relevant Party must notify the other Party.

9.3. By signing this Contract, each Party gives unambiguous consent to processing personal data as contained in this Contract.

9.4. The Parties undertake to comply with the requirements of the Law of Ukraine on the protection of personal data.

Article 10. Copyright

The exclusive intellectual property rights to the teaching and methodical materials specified in the Contract (hereinafter - the exclusive property rights) consist of the following separate rights:

1.4.1. the right to use educational and methodical materials (hereinafter - materials);

1.4.2. the exclusive right to allow the use of materials;

1.4.3. the right to prevent the improper use of materials, including prohibiting such use, in particular in aggressor states and their satellites.

The right to use materials from the following separate rights:

1.5.1. publication (release to the world);

1.5.2. reproduction in one or more copies in any material form;

1.5.3. placing electronic copies of materials on the Internet (including in pdf format) for perusal and free use by the public;

1.5.4. submission of materials to the general public to view via the Internet;

1.5.5. the right to translation into languages of all countries of the world except Russian;

1.5.6. the exclusive right to permit or prohibit the use of the work in the ways mentioned above;

1.5.7. processing, adaptation, conversion to electronic format, and other similar changes;

1.5.8. use in any form as part of interactive publications, electronic books, phonograms, presentations, and other products created based on computer programs;

1.5.9. inclusion as a constituent part in databases (data compilations), collections of works, and (or) in any individual works recognized as objects of copyright by current legislation;

1.5.10. inclusion as a constituent part of any type of publication;

1.5.11. public notice;

1.5.12. public demonstration and (or) public display;

1.5.13. the sale or other disposition;

1.5.14. leasing and (or) rental;

1.5.15. dissemination;

1.5.16. submission of educational and methodical materials to the general public in such a way that its representatives can access the works from any place and at any time of their own choice, and distribution of copies of literary works in this way;

1.5.17. export of copies of materials.

The rights provided for in Article 10 of the Contract relating to the use of educational and methodological materials:

1.1.1. in print, electronic, and (or) other forms;

1.1.2. both in the form of original works and the form of adaptations;

1.1.3. as part of any collections.

The author transfers exclusive property rights and guarantees that educational materials are created personally without infringing on third parties' intellectual property rights or other rights. Only he has the right to dispose of the exclusive property rights and has not yet made any dispositions of the rights transferred under this Contract.

The author guarantees that the educational and methodological materials do not contain state, military, official, or commercial secrets, slander, insults, or other information infringing on third parties' rights.

The author can demand recognition as the creator of educational and methodical materials by indicating his name on the copies intended for distribution.

The Author has the right to oppose any twisting, distortion, or other change of educational and methodical materials or any other encroachment that may harm the honor and reputation of the Author.

The author can monitor compliance with his non-property intellectual property rights by reviewing a printed copy of the original layout before handing it over to a printing company for reproduction.

The author has the right to know about the distribution and use of educational and methodological materials. At the author's request, the customer reports such use. In the case of developing textbooks/manuals using educational and methodical materials in volumes that exceed the citation level by current legislation, the charitable organization must inform and obtain the Author's consent.

From the moment of signing the Contract and throughout its validity period, the author is prohibited from disposing of property rights to educational and methodical materials. If the Author used task types, teaching methods, or well-known scientific formulas and facts to create a new work, the terms and requirements of this Contract do not apply to such newly created work, and exclusive property rights belong to the Author. At the same time, the Author guarantees the appropriate percentage of uniqueness and absence of plagiarism when creating a new Work.

The author undertakes to submit a complete list of the used literature with an exact indication of all data about the source and an indication of the pages from which the material was used.

The author undertakes, upon request, to finalize the educational and methodical materials or to make corrections in them both for their preparation for the first publication and reprinting.

The author undertakes to observe and apply the customer's internal policies. In circumstances that prevent the proper performance of one's duties under this Contract, immediately notify the Customer. In case of violation of the requirements of this article of the Contract, the charity has the right to prematurely terminate the Contract and demand compensation for the incurred losses.

The author undertakes to immediately report any inaccuracies in the teaching and methodical materials or the published copies of the works. In this connection, the decision on the need to make changes to the Works is made by agreement of the Parties.

Article 11. ANTI-CORRUPTION PROVISION

11.1. In the performance of their obligations under this Contract, the Parties, their affiliates, employees or intermediaries shall not pay, offer to pay or permit the payment of any funds or the transfer of value directly or indirectly to any person to influence the actions or decisions of these persons to obtain illegal advantages or for other illegal purposes. During the performance of their obligations under this Contract, the Parties, their affiliates, employees or intermediaries do not perform actions qualified by the legislation of Ukraine, such as giving/receiving a bribe, commercial bribery, as well as actions that violate the requirements of the legislation of Ukraine and international acts regarding countermeasures against legalization (laundering) of proceeds obtained through crime. Each of the Parties to this Contract refuses to incentivize the employees of the other Party in any way, including by providing funds, gifts, and free performance of Work (services) for them. Other

methods not specified in this clause put the employee in a specific dependence. They were aimed at ensuring that this employee performed any actions for the benefit of the stimulating Party.

11.2. If the Party suspects there has been or may be a violation of any anti-corruption conditions, the Party undertakes to notify the other Party of this in writing. Upon written notice, the relevant Party has the right to suspend the performance of obligations under this Contract until confirmation that a breach has not occurred or will not occur. In a written notification, the Party is obliged to state the facts or provide materials that reliably confirm or give reason to assume that there has been or may be a violation of any provisions of the anti-corruption terms by the Parties, their affiliates, employees or intermediaries, which is expressed in actions qualified by law of Ukraine as giving/receiving a bribe, commercial bribery, as well as actions that violate the requirements of the legislation of Ukraine and international acts regarding the prevention of legalization (laundering) of proceeds obtained through criminal means.

11.3. The parties to this Contract recognize the implementation of procedures for the prevention of corruption and monitor their compliance. The parties make efforts to minimize the risks of business relations with users who may be involved in corrupt activities and also provide assistance to each other to prevent corruption. The Parties ensure the implementation of inspection procedures to prevent the risks of involving the Parties in corrupt activities.

11.4. The parties guarantee proper consideration of the facts presented within the framework of executing this Contract in compliance with the principles of confidentiality and the application of effective measures to eliminate difficulties and prevent possible conflict situations.

11.5. The Parties guarantee complete confidentiality during the implementation of the anti-corruption provisions of this Contract and the absence of negative consequences both for the Party of the contract as a whole and for specific employees of the Party of the contract who reported the facts of violations.

11.6. The anti-corruption clause specified in this section is an essential condition of this Contract by the first part of Article 638 of the Civil Code of Ukraine.

12. OTHER TERMS

12.1. All legal relations arising from this Contract or related to it, including those related to the validity, conclusion, execution, amendment, and termination of this Contract, interpretation of its terms, determination of the consequences of invalidity or breach of the Contract, are regulated by this Contract and the relevant the norms of the legislation in force in Ukraine, as well as the customs of business turnover applicable to such legal relations based on the principles of good faith, reasonableness, and justice.

12.2. After the signing of this Contract, all previous negotiations, correspondence, previous contracts, letters of intent, and any other oral or written agreements of the Parties on matters related to this Contract in one way or another shall lose legal force but may be taken into account in the interpretation terms of this Contract.

12.3. By signing this Contract, the Parties agree to use electronic documents and a qualified electronic signature (hereinafter - KEP) in carrying out their activities. The Parties recognize any documents drawn up and provided by any Party to the other in electronic form using KEP using telecommunications or on electronic media as legally binding originals. The parties acknowledge that a qualified electronic signature has the same legal force as a handwritten signature and has a presumption of its correspondence to a handwritten signature.

12.4. The Parties bear full responsibility for the correctness of the details specified in this Contract and undertake to notify the other Party in writing of their change promptly, and in case of failure to notify bear the risk of adverse consequences related to this.

12.5. Additional contracts and attachments to this Contract are his integral parts and have legal force if they are set out in writing and signed by the Parties.

13. ZERO TOLERANCE SEXUAL EXPLOITATION AND ABUSE POLICY

13.1. The parties confirm that in their activities within the framework of this Contract, they will adhere to the principle of zero tolerance for any manifestations of sexual exploitation and abuse.

13.2. According to the Bulletin of the UN Secretary-General "Special measures for protection against sexual exploitation and sexual abuse" (57/5CV/2003/13):

13.2.1 Sexual exploitation is any abuse or attempted abuse of a position of vulnerability, power or trust for sexual purposes, including but not limited to the acquisition of financial, social or political benefit from the sexual exploitation of another person.

13.2.2 Sexual assault is physical action or threat of physical action against sexual integrity or with the use of force, in unequal conditions, or with coercion. Sexual abuse also includes non-contact and sexual exploitation, and online abuse.

13.3. in his activities within the project implementation framework, the executor undertakes to comply with the norms, principles, and rules for preventing sexual exploitation and exposure (hereinafter referred to as "SEC").

13.4. The Contractor undertakes to follow the principles of the Customer's Code of Conduct and the provisions of the Protection against Sexual Exploitation and Harassment Policy.

13.5. The executor undertakes to collect and promptly transfer information on cases of emergencies, if any, during the implementation of the Project. All info about SEC cases should be sent to the following email address: sol.savedschools@gmail.com.

13.6. Any behavior of the Performer related to sexual exploitation or abuse is considered a violation of the Policy of zero tolerance for any manifestations of sexual exploitation and sexual abuse and is grounds for termination of this Contract.

CHARITABLE ORGANIZATION

«INTERNATIONAL CHARITABLE FUND SAVED»

04070, Kyiv, str. Naberezhno-Khreshchatytska, 9

EDRPOU code 44868434

IBAN: UA563052990000026005036804706

E-mail: savedschools@gmail.com

Director of the Fund

Klimina Anastasia

Appendix 1 to the **Contract Development of teaching and methodical materials for basic level mathematics for grades 10-12**

Technical task

Educational-methodological materials for teachers consist of a set of developed learning topics with clear instructions and recommendations for conducting lessons. These materials collectively form a trajectory for mastering a specific course, aiding educators in effective planning and organization of learning activities to achieve the outcomes established by the curriculum and state standards.

Each set of materials must include the following components:

Nº	Component	Description
3.1.	Calendar-Thematic Planning (CTP)	<i>A step-by-step list of topics, compiled based on the model/educational program, indicating the number of hours allocated for their study within a specific course. It is important that the calendar-thematic planning reflects</i>

		<i>various types of lessons, including those dedicated to assessment, project work, etc. Non-linear approaches to structuring the CTP will be an advantage.</i> Structure of the CTP: • Distribution of educational material by topics and lessons according to the program and the number of allocated hours. • Definition of expected learning outcomes for each topic/lesson. • Planning forms of control and assessment of students' knowledge and skills (summative assessment, projects, etc.).
3.2.	Methodological Complex for Teachers	<i>Advice, Instructions, and Tips for Effectively Conducting Each Lesson/Group of Lessons. Materials should include clear algorithms, examples of work using real-life situations, and integration of interdisciplinary connections. They should offer options for lesson activities, describe effective teaching methods and technologies that correspond to the specifics of the topic and the age characteristics of students. Tips for organizing differentiated instruction and supporting students with special educational needs will be an advantage.</i> Mandatory Elements: • Topic of the lesson/group of lessons. • Expected learning outcomes. • Equipment and materials needed for conducting the lesson (technical tools, didactic materials, handouts). • Structure of the lesson with a detailed description of the stages (main exposition of theoretical material, examples of tasks in various activity formats for students, algorithms, diagrams, tables, illustrative materials, etc.). • Methods and techniques used in the lesson. • Forms of student engagement (whole-class, group, individual). • Differentiation and individualization of instruction for different groups of students.
3.3.	Didactic Materials	<i>Materials on the Basis of Which Students Will Master the Learning Trajectory of the Course. A package of such materials can be integrated into the methodological complex for teachers or developed separately.</i> Didactic Materials May Include • Handouts: task cards, reading texts, diagrams, tables, charts, images. • Presentations for visualizing learning material (in PowerPoint format or similar). • Audio and video materials that complement the learning content. • Game and interactive tasks that facilitate material assimilation in an engaging form. • Assignments for independent and group work.

		• Homework. • Projects, etc.
3.4.	Assessment Materials	<i>Ready Solutions for Assessing Learning Outcomes According to State Standards and Current Evaluation Guidelines.</i> The assessment materials package should include: ● Test tasks of varying difficulty levels (multiple choice, matching, sequencing, etc.). ● Open-ended tasks of different types. ● Project and other types of assignments. ● Assessment criteria with a clear description of the requirements for task completion. ● Sample answers and solutions to tasks to facilitate grading and self-assessment for students.
3.5.	List of Recommended Literature and Resources	<i>List of All Sources Used in Compiling the Materials Packages, as Well as Those That Can Help Teachers Deepen the Course or Diversify Lessons.</i> The list should include: ● Primary Literature: Textbooks, manuals. ● Supplementary Materials: Guides, workbooks, articles, research, popular science publications, etc. ● Internet Resources: Educational platforms, electronic libraries, video lessons, podcasts, etc. ● Recommendations for Resource Use: Links, brief descriptions of content and capabilities of each resource.

Requirements for Developing Methodological Materials

Authors developing methodological materials must adhere to the following rules:

Nº	Element	Description
4.1.	Academic Integrity	• Adhere to the principles of academic integrity. • Ensure the originality of materials, avoiding plagiarism and data fabrication. • Correctly cite and reference the sources of information used.
4.2.	Compliance with State Standards	• Materials must fully comply with the State Standard of profile education and approved curricula. • All topics and content lines must be covered in their entirety.
4.3.	Scientific Validity and Accuracy	• Information must be scientifically justified, current, and aligned with modern research.

		● Avoid outdated concepts, myths, and unverified data.
4.4.	Pedagogical Appropriateness	● Use methods and approaches that correspond to the age characteristics of students and promote effective learning. ● Ensure active participation of students in the learning process.
4.5.	Language Proficiency	● Materials must be written in correct Ukrainian, adhering to language norms and standards. ● Use clear and understandable language, avoiding complex and ambiguous expressions.
4.6.	Structured and Logical Presentation	● Materials should have a clear structure with logical and sequential presentation of information. ● Utilize headings, subheadings, bullet points, and numbered lists to facilitate navigation.
4.7.	Visual Design	● Apply graphic elements (charts, tables, diagrams) to visualize information.
4.8.	Interactivity and Innovation	● Include interactive tasks that stimulate active engagement of students with the material. ● Use modern pedagogical technologies and approaches.
4.9.	Accessibility and Universality	● Materials should be clear and accessible for teachers with varying levels of experience. ● Allow for the adaptation of materials to meet the specific needs of the class or individual students (including those with special educational needs).
4.10.	Adherence to Copyright	● When using quotes, illustrations, or materials from other sources, it is essential to provide proper citations. ● Avoid violations of copyright and plagiarism.
4.11.	Ethical Standards	● Avoid discrimination based on any grounds (promote tolerance and respect for different cultures and viewpoints).
4.12.	Timeliness and Adherence to Deadlines	● The development of materials should be carried out according to an established schedule. ● In case of difficulties or delays, authors must promptly inform the client.
4.13	Collaboration with the Client	● Be prepared to make revisions and improvements to materials based on feedback. ● Be open to constructive criticism and recommendations.

ANNEX 2: GENERAL TERMS AND CONDITIONS FOR SERVICE CONTRACTS**1. Definitions**

In these general terms and conditions:

- a) “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.
- b) The Contracting Authority’s “partners” are the organisations to which the Contracting Authority is associated or linked;
- c) “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;
- d) “beneficiary country” is the country where the services are to be performed, or where the project to which the services relate is located.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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,

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

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.

13.4. 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.

13. 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 0 shall, where practicable, apply to the sub-Service Providers and their personnel.

14. 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.

15. 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.

16. Records

17.1. 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.

17.2. 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.

17.3. 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.

17.4. 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.

17. 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.

18. Contract Price and Payments

19.1. 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.

19.2. 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.

19.3. 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.

19.4. 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.

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

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

19.7. 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.

19.8. 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.

19.9. 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.

19. Delays in performance

20.1. 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:

20.2. 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:

- a) terminate the contract; and
- b) complete the services at the Service Provider's own expense.

20.3. 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.

20. 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:

- a) liquidated damages; and/or
- b) 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.

21. Amendment of the contract

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

22. 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.

23. Termination by the Contracting Authority

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

- a) 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;
- b) 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;
- c) the Service Provider refuses or neglects to carry out instructions given by the Contracting Authority;
- d) the Service Provider's declarations in respect of its eligibility (**article 32**) and/or in respect of **article 30, article 31 and article 32**, appear to have been untrue, or cease to be true;
- e) 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;
- f) 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;
- g) 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.

24.2. 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.

24. 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:

- a) 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,
- b) 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.

25. Rights and obligations upon termination

26.1. 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.

26.2. If the Contracting Authority terminates the contract in accordance with **article 0** it may, thereafter, complete the services itself, or conclude any other contract with a third party.

26.3. 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.

26.4. 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.

26.5. 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.

26. 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.

27. 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,

28. 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.

29. 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.

30. 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:

- a) 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;
- b) They have been convicted of an offence concerning their professional conduct by a judgement that has the force of *res judicata*;
- c) They have been guilty of grave professional misconduct proven by any means that the Contracting Authority can justify;
- d) 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;
- e) 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;
- f) 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.

31. 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.

32.2. 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.

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

32. 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.

33. Settlement of disputes

34.1. 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.

34.2. 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.