



Prot. n. AICSY-OUT-262-2020-04-20

CIG: 8187084372

SERVICE CONTRACT

BETWEEN

THE ITALIAN AGENCY FOR DEVELOPMENT COOPERATION - YANGON OFFICE

REPRESENTED BY THE DIRECTOR ING. WALTER ZUCCONI,

41-7B, INYA MYAING, SHWE TAUNG GONE, BAHAN TOWNSHIP, YANGON, MYANMAR

(‘the contracting authority’),

of the one part,

AND

STRATEGIC SYNERGY COMPANY LIMITED (EDULINK)

(HEREINAFTER REFERRED AS THE “CONTRACTOR”)

REPRESENTED BY MS. KHANT KHANT THAW

04-001/ 004/ 006/ 007 JUNCTION SQUARE, PYAY ROAD, KAMAYUT TOWNSHIP,
YANGON, MYANMAR

(‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT: “SUPPORT TO THE ODA COORDINATION IN MYANMAR : CAPACITY
DEVELOPMENT OF DONOR COORDINATION (CAD-MM) – AID 11087”**



CONTRACT TITLE:

Provision of English Training Courses to the Foreign Economic Relations Department (FERD) of the Ministry of Investment and Foreign Economic Relations in Nay Pyi Taw
Identification number CIG (BID CONTRACT IDENTIFICATION):

(1) Subject

- 1.1 The subject of this contract is to provide English training courses (hereinafter referred to as the “Service”) aimed at strengthening the capabilities of the Foreign Economic Relations Department (FERD) staff of the Ministry of Investments and Foreign Economic Relations; with identification number <CIG 8187084372>.
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annex L)

(2) Contract value

This contract, established in [Euro], is a fee-based contract. Based on the maximum fees, lump sum, incidental expenditure and provision made for expenditure verification set out in Annex G, the maximum contract value is [Euro] 85.000,00 (eighty-five thousand only).

(3) Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- The contract agreement
- The special conditions
- The general conditions – wherever applicable
- Annex A- Terms of Reference (TOR);
- Annex F- Technical Offer
- Annexes G and H Economic Offer (including Budget template);
- Annex D- Timeline chart proposed by the Service Provider;
- Annex I- AICS logo

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

(4) Language of the contract

The language of the contract shall be English. The language of all written communications between the contractor and the contracting authority and/or the project manager shall be English and/or in Italian.

(5) Other specific conditions applying to the contract

For the purpose of Article 42 of the General Conditions,

- (a) the data protection notice is available at
<http://ec.europa.eu/europeaid/prav/annexes.do?chapterTitleCode=A>.



Done in English in three originals: two originals for the contracting authority and one original for the contractor.

For the contractor

Name: Ms. Khant Khant Thaw

Title: Authorized Representative

Signature:

Date: 20/04/2020



For the contracting authority

Name: Mr. Walter Zucconi

Title: Country Director AICS Yangon

Signature:

Date: 20/04/2020





SPECIAL CONDITIONS

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the Articles of the special conditions is not consecutive but follows the numbering of the general conditions..

Article 2 Communications

- 2.1 Any official communication from the contractor concerning this Contract shall be written in English or in Italian and shall be addressed to: Italian Agency for Development Cooperation (AICS) – Yangon Office, 41-7B, Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon, Myanmar OR yangon@pec.aics.gov.it
Any official communication from the contracting authority concerning this Contract shall be written in English or in Italian and shall be addressed to: xxxxx

Article 4 Subcontracting

- 4.9 The Service Provider is not allowed to subcontract the provision of these Service and/or to transfer the Contract to a third Party

Article 7 General obligations

- 7.8 The Contractor is committed to work with the Contracting Authority, through regular contacts, to ensure full visibility of AICS and the Government of Italy with the Central and Local Institutions, as well as with International Agencies and the Donors community.

Article 12 - Liabilities

- 12.2 The Contracting Authority accepts no liability for damage to persons or property related to the performance by the Service Provider of the activities specified in this Contract.
The Service Provider shall execute the Contract with due care, efficiency and diligence in accordance with the best professional practice and shall comply with any administrative orders given by the Contracting Authority.
The Service Provider shall supply, without delay, any information and documents to the Contracting Authority upon request, regarding the conditions in which the Contract is being executed.
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 dependents, 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 employees and their dependents of such laws and regulations.
To perform these tasks, the Service Provider shall comply with all the legislation in force in the Country in the field of medical, insurance and safety measures.
The employment relationship between the Service Provider and its staff employed by it to carry out the activities and any offspring from this litigation does not involve in any way the Contracting Authority.
The Service Provider shall at all time act impartially and as a faithful adviser in accordance with the code of conduct of its profession as well as with appropriate discretion. It shall refrain from making any public statements concerning the Project or the Services without the prior approval of the Contracting Authority. It shall not commit the Contracting Authority in any way whatsoever without its prior consent and shall make this obligation clear to the third parties.
The Service Provider and its staff shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the Country.



YANGON Office

The Service Provider and its staff shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the Country.

The Service Provider shall refrain from any action that may adversely affect the FERD of the Ministry of Investments and Foreign Economic Relations and shall fulfill its commitments with the fullest regard to the interests of 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. The Service Provider and its staff must not exercise any activity or receive any advantage inconsistent with their obligations under the Contract.

The Service Provider commits itself to provide suitable qualified personnel and adequate means necessary for the implementation and supervision of the activities agreed upon in this Contract. The Service Provider's personnel shall not be considered in any respect as being the employees or agents of the Contracting Authority.

The Service Provider is fully responsible for acts and contractual terms of its personnel according to the Myanmar law in force, including the relative fiscal dispositions. In no circumstances the Contracting Authority will be responsible for the local personnel involved in the implementation of activities.

Article 19 Implementation of the tasks and delays

19.1 The start date for implementation shall be the date of signature of the contract by both parties.

19.2 The period for implementing the tasks is 14 months from the start date.

Article 26 Interim and final reports

The contractor shall submit progress reports as specified in the terms of reference.

Article 27 Approval of reports and documents

27.5 The contracting authority shall, within 45 days of receipt, notify the contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the contracting authority does not give any comments on the documents or reports within the time limit, the contractor may request written acceptance of them. The documents or reports shall in any case be deemed to have been approved by the contracting authority if it does not expressly inform the contractor of any comments within 45 days of the receipt of the documents or reports.

Article 28 Expenditure verification

28.2 The expenditure verification(s) referred to in the general conditions shall be carried out by AICS Yangon Administrative Office.

Article 29 Payment and interest on late payment

29.1 Payments shall be made in accordance with the following the option:

Month		[EUR]
March/April 2020	LUMP SUM - upon execution of the entry-level test and approval of the updated methodology (deliverables of Activity 1 and Activity 2)	(15% of the total)
Mid-term of the contract	Interim payments - upon execution of the mid-term and production of the mid-term report (Deliverable of Activity 4)	(45% of the total)
End of contract	Forecast balance - upon execution of the final test and production of the final report (Deliverable of Activity 6).	(40% of the total)



Total	maximum contract value: 85.000,00 EURO
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The actual amounts payable shall be based on the contractor's invoice accompanied by an interim progress report and an expenditure verification report and are subject to approval of the reports in accordance with Article 27 of the general conditions.

29.5 Payments shall be made in EURO in accordance with Articles 20.6 and 29.4 of the general conditions into the bank account notified by the contractor to the contracting authority.

Article 30 Financial guarantee

30.1 By derogation from article 30 of the general conditions, no pre-financing guarantee is required.

Article 40 Settlement of disputes

40.4 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Rome, Italy, in accordance with the national legislation of the state of the contracting authority.

Article 42 Data Protection

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC¹ and as detailed in the specific privacy statement published at e PRAG.

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¹ OJ L 205 of 21.11.2018, p. 39

ANNEX I:
GENERAL CONDITIONS FOR SERVICE CONTRACTS FOR
EXTERNAL ACTIONS FINANCED BY THE EUROPEAN UNION OR BY THE
EUROPEAN DEVELOPMENT FUND

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PRELIMINARY PROVISIONS

ARTICLE 1. DEFINITIONS

- 1.1. The headings and titles in these general conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the contract.
- 1.2. Where the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.
- 1.3. The word "country" shall be deemed to include State or Territory.
- 1.4. Words designating persons or parties shall include firms, companies, and any organisation having legal capacity.
- 1.5. The definitions of the terms used throughout these general conditions are laid down in the "Glossary of terms", Annex A1a to the practical guide, which forms an integral part of the contract.

ARTICLE 2. COMMUNICATIONS

- 2.1. Unless otherwise specified in the special conditions, any written communication relating to this contract between the contracting authority or the project manager, and the contractor shall state the contract title and identification number, and shall be sent by post, facsimile transmission, e-mail or personal delivery to the appropriate addresses designated by the Parties for that purpose in the special conditions.
- 2.2. If the sender requires evidence of receipt, it shall state such requirement in its communication and shall demand such evidence of receipt whenever there is a deadline for the receipt of the communication. In any event, the sender shall take all the necessary measures to ensure timely receipt of its communication.
- 2.3. Wherever the contract provides for the giving or issue of any notice, consent, approval, certificate or decision, unless otherwise specified such notice, consent, approval, certificate or decision shall be in writing and the words "notify", "consent", "certify", "approve" or "decide" shall be construed accordingly. Any such consent, approval, certificate or decision shall not unreasonably be withheld or delayed.
- 2.4. Any oral instructions or orders shall be confirmed in writing.

ARTICLE 3. ASSIGNMENT

- 3.1. An assignment shall be valid only if it is a written agreement by which the contractor transfers its contract or part thereof to a third party.
- 3.2. The contractor shall not, without the prior consent of the contracting authority, assign the contract or any part thereof, or any benefit or interest thereunder, except in the following cases:
 - (a) a charge, in favour of the contractor's bankers, of any monies due or to become due under the contract; or
 - (b) the assignment to the contractor's insurers of the contractor's right to obtain relief against any other person liable in cases where the insurers have discharged the contractor's loss or liability.
- 3.3. For the purpose of Article 3.2, the approval of an assignment by the contracting authority shall not relieve the contractor of its obligations for the part of the contract already performed or the part not assigned.

- 3.4. If the contractor has assigned the contract without authorisation, the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.
- 3.5. Assignees shall satisfy the eligibility criteria applicable for the award of the contract and they shall not fall under the exclusion criteria described in the tender dossier.

ARTICLE 4. SUBCONTRACTING

- 4.1. A subcontract shall be valid only if it is a written agreement by which the contractor entrusts performance of a part of the contract to a third party.
- 4.2. The contractor shall request to the contracting authority the authorisation to subcontract. The request must indicate the elements of the contract to be subcontracted and the identity of the subcontractors. The contracting authority shall notify the contractor of its decision, within 30 days of receipt of the request, stating reasons should it withhold such authorisation.
- 4.3. No subcontract creates contractual relations between any subcontractor and the contracting authority.
- 4.4. The contractor shall be responsible for the acts, defaults and negligence of its subcontractors and its experts, agents or employees, as if they were the acts, defaults or negligence of the contractor, its experts, agents or employees. The approval by the contracting authority of the subcontracting of any part of the contract or of the subcontractor to perform any part of the services shall not relieve the contractor of any of its obligations under the contract.
- 4.5. If a subcontractor is found by the contracting authority or the project manager to be incompetent in discharging its duties, the contracting authority or the project manager may request the contractor forthwith, either to provide a subcontractor with qualifications and experience acceptable to the contracting authority as a replacement, or to resume the implementation of the tasks itself.
- 4.6. Subcontractors shall satisfy the eligibility criteria applicable to the award of the contract. They shall not fall under the exclusion criteria described in the tender dossier and the contractor shall ensure that they are not subject to EU restrictive measures.
- 4.7. Those services entrusted to a subcontractor by the contractor shall not be entrusted to third parties by the subcontractor, unless otherwise agreed by the contracting authority.
- 4.8. If the contractor enters into a subcontract without approval, the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.

OBLIGATIONS OF THE CONTRACTING AUTHORITY

ARTICLE 5. SUPPLY OF INFORMATION

- 5.1. The contracting authority shall supply the contractor promptly with any information and/or documentation at its disposal, which may be relevant to the performance of the contract. Such documents shall be returned to the contracting authority at the end of the period of implementation of the tasks.
- 5.2. The contracting authority shall co-operate with the contractor to provide information that the latter may reasonably request in order to perform the contract.
- 5.3. The contracting authority shall give notification to the contractor of the name and address of the project manager.



ARTICLE 6. ASSISTANCE WITH LOCAL REGULATIONS

- 6.1. The contractor may request the assistance of the contracting authority in obtaining copies of laws, regulations, and information on local customs, orders or by-laws of the country in which the services are to be performed, which may affect the contractor in the performance of its obligations under the contract. The contracting authority may provide the assistance requested to the contractor at the contractor's cost.
- 6.2. Subject to the provisions of the laws and regulations on foreign labour of the country in which the services have to be rendered, the contracting authority provides reasonable assistance to the contractor, at its request, for its application for any visas and permits required by the law of the country in which the services are rendered, including work and residence permits, for the staff whose services the contractor and the contracting authority consider necessary, as well as residence permits for their families.

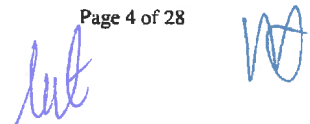
OBLIGATIONS OF THE CONTRACTOR

ARTICLE 7. GENERAL OBLIGATIONS

- 7.1. The contractor shall execute the contract with due care, efficiency and diligence in accordance with the best professional practice.
- 7.2. The contractor shall comply with any administrative orders given by the project manager. Where the contractor considers that the requirements of an administrative order go beyond the authority of the project manager or of the scope of the contract he shall give notice, with reasons, to the project manager. If the contractor fails to notify within the 30-day period after receipt thereof, he shall be barred from so doing. Execution of administrative order should not be suspended because of this notice.
- 7.3. The contractor shall supply, without delay, any information and documents to the contracting authority and the European Commission upon request, regarding the conditions in which the contract is being executed.
- 7.4. The contractor shall respect and abide by all laws and regulations in force in the partner country and shall ensure that its staff, their dependents, and its local employees also respect and abide by all such laws and regulations. The contractor shall indemnify the contracting authority against any claims and proceedings arising from any infringement by the contractor, its employees and their dependents of such laws and regulations.

Contractors must ensure that there is no detection of subcontractors, natural persons, including participants to workshops and/or trainings in the lists of EU restrictive measures.

- 7.5. Should any unforeseen event, action or omission directly or indirectly hamper performance of the contract, either partially or totally, the contractor shall immediately and at its own initiative record it and report it to the contracting authority. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the contractor to ensure full compliance with its obligations under the contract. In such event the contractor shall give priority to solving the problem rather than determining liability.
- 7.6. Subject to Article 7.8, the contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to the performance of the contract without the prior consent of the contracting authority. The contractor shall continue to be bound by this undertaking after completion of the tasks and shall obtain from each member of its staff the same undertaking. However, use of the contract's reference for marketing or tendering purposes does not require prior approval of the contracting authority, except where the contracting authority declares the contract to be confidential.
- 7.7. If the contractor is a joint venture or a consortium of two or more persons, all such persons shall be jointly and severally bound in respect of the obligations under the contract,



including any recoverable amount. The person designated by the consortium to act on its behalf for the purposes of the contract shall have the authority to bind the consortium and is the sole interlocutor for all contractual and financial aspects. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the contracting authority. Any alteration of the composition of the consortium without the prior consent of the contracting authority may result in the termination of the contract.

- 7.8. Save where the European Commission requests or agrees otherwise, the contractor shall ensure the highest visibility to the financial contribution of the European Union. To ensure such publicity the contractor shall implement among other actions the specific activities described in the special conditions. All measures must comply with the rules in the Communication and Visibility Manual for EU External Actions published by the European Commission.
- 7.9. Any records shall be kept for a 7-year period after the final payment made under the contract as laid down in Article 24. 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 or invoices for the remuneration paid to the experts and invoices or receipts for incidental expenditure. In case of failure to maintain such records the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.

ARTICLE 8. CODE OF CONDUCT

- 8.1. The contractor shall at all-time act impartially and as a faithful adviser in accordance with the code of conduct of its profession as well as with appropriate discretion. It shall refrain from making any public statements concerning the project or the services without the prior approval of the contracting authority. It shall not commit the contracting authority in any way whatsoever without its prior consent, and shall make this obligation clear to third parties.
- 8.2. Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other form of intimidation shall be prohibited. The contractor shall also provide to inform the contracting authority of any breach of ethical standards or code of conduct as set in the present Article. In case the contractor is aware of any violations of the abovementioned standards, he shall report it in writing within 30 days to the contracting authority.
- 8.3. The contractor and its staff shall respect human rights, applicable data protection rules and the environmental legislation applicable in the country where the services have to be rendered and internationally agreed core labour standards, e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour.
- 8.4. The contractor or any of its subcontractors, agents or staff shall not abuse of its entrusted power for private gain. The contractor or any of its subcontractors, agents or staff shall not receive or agree to receive from any person or offer or agree to give to any person or procure for any person, gift, gratuity, commission or consideration of any kind as an inducement or reward for performing or refraining from any act relating to the performance of the contract or for showing favour or disfavour to any person in relation to the contract. The contractor shall comply with all applicable laws, regulations and codes relating to anti-bribery and anti-corruption.
- 8.5. The payments to the contractor under the contract shall constitute the only income or benefit it may derive in connection with the contract. The contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations under the contract.



8.6. 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 contracting authority and the European Commission may carry out documentary or on-the-spot checks they deems necessary to find evidence in case of suspected unusual commercial expenses.

8.7. The respect of the code of conduct set out in the present article constitutes a contractual obligation.

Failure to comply with the code of conduct is always deemed to be a breach of the contract under Article 34 of the General Conditions. In addition, failure to comply with the provisions set out in the present Article can be qualified as grave professional misconduct that may lead to either suspension or termination of the contract, without prejudice to the application of administrative sanctions including exclusion from participation in future contract award procedures.

ARTICLE 9. CONFLICT OF INTEREST

9.1. The contractor 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 may arise during performance of the contract, shall be notified to the contracting authority without delay. In the event of such conflict, the contractor shall immediately take all necessary steps to resolve it.

9.2. The contracting authority reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The contractor shall ensure that its staff, including its management, is not placed in a situation, which could give rise to conflict of interests. Without prejudice to its obligations under the contract, the contractor shall replace, immediately and without compensation from the contracting authority, any member of its staff exposed to such a situation.

9.3. The contractor shall refrain from any contact which would compromise its independence or that of its staff.

9.4. The contractor shall limit its role in connection with the project to the provision of the services described in the contract.

9.5. The contractor and anyone working under its authority or control in the performance of the contract or on any other activity may be excluded from access to other EU budget/EDF funds available under the same project. However, if the contractor is able to prove that his involvement in previous stages of the project does not constitute unfair competition, he may participate, subject to the prior approval of the contracting authority.

9.6. Civil servants and other staff of the public administration of the country where the services have to be rendered, regardless of their administrative situation, shall not be recruited as experts unless the prior approval has been granted by the European Commission.

ARTICLE 10. ADMINISTRATIVE SANCTIONS

10.1. Without prejudice to the application of other remedies laid down in the contract, a sanction of exclusion from all contracts and grants financed by the EU may be imposed, after an adversarial procedure in line with the applicable Financial Regulation, upon the contractor who, in particular,

a) is guilty of grave professional misconduct, has committed irregularities or has shown significant deficiencies in complying with the main obligations in the performance of the contract

or has been circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, three years;

b) is guilty of fraud, corruption, participation in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, five years.

10.2. In the situations mentioned in Article 10.1, in addition or in alternative to the sanction of exclusion, the contractor may also be subject to financial penalties up to 10% of the total value of the contract.

10.3. Where the contracting authority is entitled to impose financial penalties, it may deduct such financial penalties from any sums due to the contractor or call on the appropriate guarantee.

10.4. The decision to impose administrative sanctions may be published on a dedicated internet-site, explicitly naming the contractor.

ARTICLE 11. SPECIFICATIONS AND DESIGNS

11.1. The contractor 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.

11.2. The contractor shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for the project are prepared on an impartial basis so as to promote competitive tendering.

ARTICLE 12. LIABILITIES

12.1. Liability for damage to services

Without prejudice to Article 30 (financial guarantee) and Article 38 (force majeure), the contractor shall assume (i) full responsibility for maintaining the integrity of services and (ii) the risk of loss and damage, whatever their cause, until the completion of the implementation of the tasks and approval of reports and documents under Articles 26 and 27.

After the completion of the implementation of the tasks, the contractor shall be responsible for and shall indemnify the contracting authority for any damage caused to the services by the contractor, its staff, its subcontractors and any person for which the contractor is answerable, during any operation performed to complete any work left, as the case may be, pending or to comply with its obligations under Articles 26 and 27, particularly if the contract is performed in phases.

Compensation for damage to the services resulting from the contractor's liability in respect of the contracting authority is capped at the contract value.

However, compensation for loss or damage resulting from fraud or gross negligence of the contractor, its staff, its subcontractors and any person for which the contractor is answerable, can in no case be capped.

The contractor shall remain responsible 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, even after approval of the reports and documents, or by default for a period of 10 years.

12.2. Contractor's liability in respect of the contracting authority

At any time, the contractor shall be responsible for and shall indemnify the contracting authority for any damage caused during the performance of the services, to the contracting authority by the contractor, its staff, its subcontractors and any person for which the contractor is answerable.

Compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to one million euros if the contract value is less than or equal to one million euros. If the contract value is greater than one million euros, compensation for damages resulting from the contractor's liability shall be capped to the contract value.

However, compensation for loss or damage resulting from the contractor's liability in case of bodily injury, including death, can in no case be capped. The same applies to compensation for any damages of any kind resulting from fraud or gross negligence of the contractor, its staff, its subcontractors and any person for which the contractor is answerable.

12.3. Contractor's liability in respect of third parties

Without prejudice to Article 14.9, the contractor shall, at its own expense, indemnify, protect and defend, the contracting authority, its agents and employees, from and against all actions, claims, losses or damage, direct or indirect, of whatever nature (hereinafter 'claim(s)') arising from any act or omission by the contractor, its staff, its subcontractors and/or any person for which the contractor is answerable, 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.

The contracting authority must notify any third party claim to the contractor as soon as possible after the contracting authority becomes aware of them.

If the contracting authority chooses to challenge and defend itself against the claim(s), the contractor shall bear the reasonable costs of defense incurred by the contracting authority, its agents and employees.

Under these general conditions, the agents and employees of the contracting authority, as well as the contractor's staff, its subcontractors and any person for which the contractor is answerable are considered to be third parties.

12.4. The contractor shall treat all claims in close consultation with the contracting authority

12.5. Any settlement or agreement settling a claim requires the prior express written consent of the contracting authority and the contractor.

ARTICLE 13. MEDICAL, INSURANCE AND SECURITY ARRANGEMENTS

13.1. Medical arrangement

The contracting authority may condition the performance of the services to the production, by the contractor, of a recent medical certificate attesting that the contractor itself, its staff, its subcontractors and/or any person for which the contractor is answerable, are fit to implement the services required under this contract.

13.2. Insurance – general issues

- a) At the latest together with the return of the countersigned contract, and for the period of implementation of the tasks, the contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.
- b) At the latest together with the return of the countersigned contract, the contractor shall provide the contracting authority with all cover notes and/or certificates of insurance showing that the contractor's obligations relating to insurance are fully respected. The contractor shall submit without delay, whenever the contracting authority or the project manager so requests, an updated version of the cover notes and/or certificates of insurance.

The contractor shall obtain from the insurers that they commit to personally and directly inform the contracting authority of any event likely to reduce, cancel or alter in any manner whatsoever, that coverage. The insurers shall deliver this information as quickly as possible, and in any event at least thirty (30) days before the reduction, cancellation or alteration of the cover is effective. The contracting authority reserves the right to indemnify the insurer in case

the contractor fails to pay the premium, without prejudice to the contracting authority's right to recover the amount of the premium it paid, and to subsequently seek compensation for its possible resulting damage.

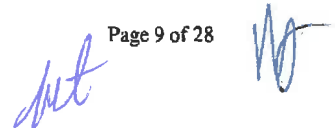
- c) Whenever possible, the contractor shall ensure that the subscribed insurance contracts contain a waiver of recourse in favour of the contracting authority, its agents and employees.
- d) The purchase of adequate insurances by the contractor shall in no case exempt it from its statutory and/or contractual liabilities.
- e) The contractor shall fully bear the consequences of a total or partial lack of coverage, and to the full discharge of the contracting authority.
- f) The contractor shall ensure that its staff, its subcontractors and any person for whom the contractor is answerable comply with the same insurance requirements imposed to it under this contract. In case of default of insurance or inadequate insurance of its staff, its subcontractors or any person for which the contractor is answerable, the contractor shall indemnify the contracting authority from all consequences resulting therefrom.
- g) Under its own responsibility and without prejudice to the obligation to take out all insurance covering its obligations under this contract, the contractor shall ensure that all compulsory insurances are subscribed in compliance with the laws and regulations in force in the country in which the services are to be performed. It shall also ensure that all possible statutory obligations applying to the coverage are complied with.
- h) The contracting authority shall not bear any liability for the assessment and adequacy of insurance policies taken out by the contractor with its contractual and/or statutory obligations.
- i) In any event, the contractor shall take out the insurance referred to below.

13.3. Insurance – Specific issues

- a) The contractor shall take out all insurance necessary to cover its liability, both with regard to its professional liability and its liability as provided under Article 12.
- b) The contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are covered by an insurance policy covering, in addition to the possible intervention of any statutory insurance:
 - i. all medical expenses, including hospital expenses;
 - ii. the full cost of repatriation in case of illness, accident, or in the event of death by disease or accident;
 - iii. accidental death or permanent disability resulting from bodily injury incurred in connection with the contract.

In the absence of adequate insurance, the contracting authority may bear such costs to the benefit of the contractor itself, its staff, its subcontractors and any person for which the contractor is answerable. This bearing of the costs by the contracting authority shall be subsidiary and may be claimed against the contractor, its subcontractors and any person who should have taken out this insurance, without prejudice to the compensation of the contracting authority's possibly resulting damage.

- c) The contractor shall take out insurance policies providing coverage of the contractor itself, its staff, its subcontractors and any person for which the contractor is answerable, in case of an accident at work or on the way to work. It shall ensure that its subcontractors do the same. It indemnifies the contracting authority against any claims that its employees or those of its subcontractors could have in this regard. For its permanent expatriate staff, where appropriate,



the contractor shall in addition comply with the laws and regulations applicable in the country of origin.

- d) The contractor shall also insure the personal effects of its employees, experts and their families located in the partner country against loss or damage.

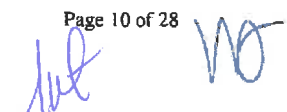
13.4. Security arrangements

The contractor shall put in place security measures for its employees, experts and their families located in the partner country commensurate with the physical danger (possibly) facing them.

The contractor shall also be responsible for monitoring the level of physical risk to which its employees, experts and their families located in the partner country are exposed and for keeping the contracting authority informed of the situation. If the contracting authority or the contractor becomes aware of an imminent threat to the life or health of any of its employees, experts or their families, the contractor must take immediate emergency action to remove the individuals concerned to safety. If the contractor takes such action, he must communicate this immediately to the project manager and this may lead to suspension of the contract in accordance with Article 35.

ARTICLE 14. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

- 14.1.A 'result' shall be any outcome of the implementation of the contract and provided as such by the contractor.
- 14.2. The ownership of all the results or rights thereon as listed in the tender specification and the tender attached to the contract, including copyright and other intellectual or industrial property rights, and all technological solutions and information embodied therein, obtained in performance of the contract, shall be irrevocably and fully vested to the contracting authority from the moment these results or rights are delivered to it and accepted by it. The contracting authority may use them as it sees fit and in particular may store, modify, translate, display, reproduce, publish or communicate by any medium, as well as, assign, transfer them as it sees fit.
- 14.3. For the avoidance of doubt and where applicable, any such vesting of rights is also deemed to constitute an effective transfer of the rights from the contractor to the contracting authority.
- 14.4. The above vesting of rights in the contracting authority under this contract covers all territories worldwide and is valid for the whole duration of intellectual or industrial property rights protection, unless stipulated otherwise by the contracting authority and the contractor.
- 14.5. The contractor shall ensure that delivered results are free of rights or claims from third parties including in relation to pre-existing rights, for any use envisaged by the contracting authority. If the contracting authority so requires, the contractor shall provide exhaustive proof of ownership or rights to use all necessary rights, as well as, of all relevant agreements of the creator(s).
- 14.6. All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, computations, databases format and data, software and any supporting records or materials acquired, compiled or prepared by the contractor in the performance of the contract, as well as, any outcome of the implementation of the contract, shall be the absolute property of the contracting authority unless otherwise specified. The contractor shall, upon completion of the contract, deliver all such documents and data to the contracting authority. The contractor must not retain copies of such documents and data and must not use them for purposes unrelated to the contract without the prior consent of the contracting authority.
- 14.7. The contractor shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained by the contractor in the course of the contract for purposes other than its performance, without the prior consent of the contracting authority.



- 14.8. By delivering the results, the contractor warrants that the above transfer of rights does not violate any law or infringe any rights of others and that it possesses the relevant rights or powers to execute the transfer. It also warrants that it has paid or has verified payment of all fees including fees to collecting societies, related to the final results.
- 14.9. The contractor shall indemnify and hold the contracting authority harmless for all damages and cost incurred due to any claim brought by any third party including creators and intermediaries for any alleged breach of any intellectual, industrial or other property right based on the contracting authority's use as specified in the contract of patents, licenses, drawings, designs, models, or brand or trade-marks, except where such infringement results from compliance with the design or specification provided by the contracting authority.

NATURE OF THE SERVICES

ARTICLE 15. THE SCOPE OF THE SERVICES

- 15.1. The scope of the services is specified in Annex II and Annex III.
- 15.2. Where the contract is for an advisory function for the benefit of the contracting authority and/or project manager in respect of all the technical aspects of the project, which may arise out of its implementation, the contractor shall not have decision-making responsibility.
- 15.3. Where the contract is for management of the implementation of the project, the contractor shall assume all the duties of management inherent in supervising the implementation of a project, subject to the project manager's authority.
- 15.4. If the contractor is required to prepare a tender dossier, the dossier shall contain all documents necessary for consulting suitable contractors, manufacturers and suppliers, and for preparing tender procedures with a view to carrying out the works or providing the supplies or services covered by an invitation to tender. The contracting authority shall provide the contractor with the information necessary for drawing up the administrative part of the tender dossier.

ARTICLE 16. STAFF

- 16.1. For fee-based contracts, without prejudice to paragraph 4 of this Article, the contractor must inform the contracting authority of all staff which the contractor intends to use for the implementation of the tasks, other than the key experts whose CVs are included in Annex IV. Annex II and/or Annex III shall specify the minimum level of training, qualifications and experience of the staff and, where appropriate, the specialisation required. The contracting authority shall have the right to oppose the contractor's choice of staff.
- 16.2. All those working on the project with the approval of the contracting authority shall commence their duties on the date or within the period laid down in Annex II and/or Annex III, or, failing this, on the date or within the periods notified to the contractor by the contracting authority or the project manager.
- 16.3. Save as otherwise provided in the contract, those working on the contract shall reside close to their normal place of posting. Where part of the services is to be performed outside the partner country, the contractor shall keep the project manager informed of the names and qualifications of staff assigned to that part of the services.
- 16.4. The contractor shall:
- forward to the project manager within 30 days of the signature of the contract by both parties, the timetable proposed for placement of the staff;
 - inform the project manager of the date of arrival and departure of each member of staff;



- (c) submit to the project manager for its approval a timely request for the appointment of any non-key experts.

16.5. The contractor shall provide its staff with all financial and technical means needed to enable them to carry out their tasks described under this contract efficiently.

16.6. No recruitment of an expert by the contractor can create contractual relations between the expert and the contracting authority.

ARTICLE 17. REPLACEMENT OF STAFF

17.1. The contractor shall not make changes to the agreed staff without the prior approval of the contracting authority. The contractor must on its own initiative propose a replacement in the following cases:

- (a) In the event of death, in the event of illness or in the event of accident of an agreed staff;
- (b) If it becomes necessary to replace an agreed staff for any other reasons beyond the contractor's control (e.g. resignation, etc.).

17.2. In the course of performance, the contracting authority can order an agreed staff to be replaced. This shall be done on the basis of a written and justified request to which the contractor and the agreed staff have had the opportunity to provide observations.

17.3. Where an agreed staff must be replaced, the replacement must possess at least equivalent qualifications and experience, and the remuneration to be paid to the replacement cannot exceed that received by the agreed staff who has been replaced. Where the contractor is unable to provide a replacement with equivalent qualifications and/or experience, the contracting authority may either decide to terminate the contract, if the proper performance of it is jeopardised, or, if it considers that this is not the case, accept the replacement, provided that the fees of the latter are renegotiated to reflect the appropriate remuneration level.

17.4. Additional costs incurred by the replacement of an agreed staff are the responsibility of the contractor. The contracting authority makes no payment for the period when the agreed staff to be replaced is absent. The replacement of any agreed staff, whose name is listed in Annex IV of the contract, must be proposed by the contractor within 15 calendar days from the first day of the agreed staff's absence. If after this period the contractor fails to propose a replacement in accordance with Article 17.3 above, the contracting authority may apply liquidated damages up to 10% of the remaining fees of that expert to be replaced. The contracting authority must approve or reject the proposed replacement within 30 days.

17.5. The partner country may be notified of the identity of the agreed staff proposed to be added or replaced in the contract to obtain its approval. The partner country must not withhold its approval unless it submits duly substantiated and justified objections to the proposed experts in writing to the contracting authority within 15 days of the date of the request for approval.

ARTICLE 18. TRAINEES

18.1. If required in the terms of reference, the contractor shall provide training for the period of implementation of the tasks for trainees assigned to it by the contracting authority under the terms of the contract.

18.2. Instruction by the contractor of such trainees shall not confer on them the status of employees of the contractor. However, they must comply with the contractor's instructions, and with the provisions of article 8, as if they were employees of the contractor. The contractor may on reasoned request in writing obtain the replacement of any trainee whose work or conduct is unsatisfactory.

18.3. Unless otherwise provided in the contract, allowance for trainees covering notably travel, accommodation and all other expenses incurred by the trainees shall be borne by the contracting authority.

18.4. The contractor shall report at quarterly intervals to the contracting authority on the training assignment. Immediately prior to the end of the period of implementation of the tasks, the contractor shall draw up a report on the result of the training and an assessment of the qualifications obtained by the trainees with a view to their future employment. The form of such reports and the procedure for presenting them shall be as laid down in the terms of reference.

PERFORMANCE OF THE CONTRACT

ARTICLE 19. IMPLEMENTATION OF THE TASKS AND DELAYS

19.1. The special conditions fix the date on which implementation of the tasks is to commence.

19.2. The period of implementation of tasks shall commence on the date fixed in accordance with Article 19.1 and shall be as laid down in the special conditions, without prejudice to extensions of the period which may be granted.

19.3. If the contractor fails to perform the services within the period of implementation of the tasks specified in the contract, 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 which shall elapse between the end of the period of implementation of the tasks specified in the contract and the actual date of completion of these tasks.

19.4. The daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of implementation of the tasks, up to a maximum of 15% of the total value of the contract.

19.5. If the contracting authority has become entitled to claim 15% of the contract value, it may, after giving notice to the contractor:

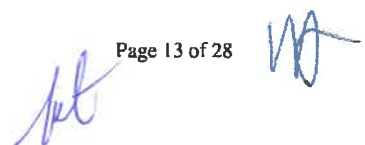
- (a) terminate the contract, and;
- (b) enter into a contract with a third party to complete the services, at the contractor's cost.

ARTICLE 20. AMENDMENT TO THE CONTRACT

20.1. Any amendment to the contract affecting its object or scope, such as amendment to the total contract amount, replacement of an agreed staff the curriculum vitae of which is part of the contract and change of the period of implementation shall be formalised by means of an addendum. Both parties may request an addendum for amendment to the contract according to the following principles:

- (a) An addendum for amendment may be requested only during the period of execution of the contract;
- (b) Any request for an addendum shall be submitted in writing to the other party at least thirty days before the date on which the intended addendum is required to enter into force. In case of special circumstances duly substantiated by the contractor, the contracting authority may accept a different notice period.

The requested party shall notify the requesting party of its decision concerning the request within 30 days from its receipt. There is no automatic amendment without written confirmation by the requested party.



20.2. Additionally, the project manager has the power to issue administrative orders requesting an amendment to the contract not affecting its object or scope, including on request of the contractor, according to the following principles:

- a) The requested contract amendment may take the form of additions, omissions, substitutions, changes in quality, quantity, specified sequence, method or timetable of implementation of the services;
- b) Prior to the issuance of any administrative order, the project manager shall notify the contractor of the nature and the form of the proposed amendment.

The contractor shall then, without delay, submit to the project manager a written proposal containing:

- (i) all measures required to comply with the requested amendment,
- (ii) an updated timetable for implementation of the tasks, and,
- (iii) if necessary, a proposed financial adjustment to the contract, using the contractual fee rates when the tasks are similar. When the tasks are not similar, the contractual fee rates shall be applied when reasonable.

Following receipt of the contractor's proposal, the project manager shall decide as soon as possible whether or not the amendment shall be carried out.

If the project manager decides that the amendment shall be carried out, it shall notify the contractor through an administrative order stating that the contractor shall carry out the amendment at the prices and under the conditions given in the contractor's proposal or as modified by the project manager in agreement with the contractor.

- c) On receipt of the administrative order, the contractor shall carry out the amendments detailed in that administrative order as if such amendments were stated in the contract.
- d) For fee-based contracts, administrative orders that have an impact on the contractual budget are limited to transfers within the fees, or transfers from the fees to the incidental expenditures, within the limits of Article 20.3.
- e) For global price contracts, administrative orders cannot have an impact on the contractual budget.

20.3. No amendment either by means of addendum or through administrative order shall lead to decreasing the amount within the contractual budget allocated to expenditure verification, or change the award conditions prevailing at the time the contract was awarded.

20.4. Any amendment carried out by the contractor without an administrative order or without an addendum to the contract is not allowed and made at the contractor's own financial risk.

20.5. Where an amendment is required by a default or breach of contract by the contractor, any additional cost attributable to such amendment shall be borne by the contractor.

20.6. The contractor shall notify the contracting authority of any change of address and bank account using the form in Annex VI to notify any change in its bank account. The contracting authority shall have the right to oppose the contractor's change of bank account. The contractor shall notify the contracting authority of any change of auditor, which the contracting authority needs to approve.

ARTICLE 21. WORKING HOURS

21.1. The days and hours of work of the contractor or the contractor's staff shall respect the laws, regulations and customs of the country where the services have to be rendered and the requirements of the services.

ARTICLE 22. LEAVE ENTITLEMENT

- 22.1. For fee-based contracts, the annual leave to be taken during the period of implementation of the tasks shall be at a time approved by the project manager.
- 22.2. For fee-based contracts, the fee rates are deemed to take into account the annual leave of up to 2 months for the contractor's staff during the period of implementation of the tasks. Consequently, days taken as annual leave shall not be considered to be working days.
- 22.3. The contractor shall only be paid for the days actually worked. Any cost related to sick or casual leave shall be covered by the contractor. The contractor shall inform the project manager of any impact of such leave on the period of implementation of the tasks.

ARTICLE 23. INFORMATION



- 23.1. The contractor shall provide any information relating to the services and the project to the project manager, the European Commission, the European Court of Auditors or any person authorised by the contracting authority.
- 23.2. The contractor shall allow the project manager or any person authorised by the contracting authority or the contracting authority itself to inspect or audit the records and accounts relating to the services and to make copies thereof both during and after provision of the services.

ARTICLE 24. RECORDS

- 24.1. The contractor shall keep full accurate and systematic records and accounts in respect of the services in such form and detail as is sufficient to establish accurately that the number of working days and the actual incidental expenditure identified in the contractor's invoice(s) have been duly incurred for the performance of the services.
- 24.2. For fee-based contracts, timesheets recording the days or hours worked by the contractor's staff shall be maintained by the contractor. The timesheets filled in by the experts shall be confirmed on a monthly basis by the contractor and shall be approved by the project manager or any person authorised by the contracting authority or the contracting authority itself. The amounts invoiced by the contractor must correspond to these timesheets. Time spent travelling exclusively and necessarily for the purpose of the implementation of the contract, by the most direct route, may be included in the numbers of days or hours, as appropriate, recorded in these timesheets. Travel undertaken by the expert for mobilisation and demobilisation as well as for leave purposes shall not be considered as working days. A minimum of 7 hours worked are deemed to be equivalent to one day worked. For all experts, their time input shall be rounded to the nearest whole number of days worked for the purposes of invoicing.
- 24.3. Any records must be kept for a seven 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 incidental expenditure. In case of failure to maintain such records the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.

ARTICLE 25. VERIFICATIONS, CHECKS AND AUDITS BY EUROPEAN UNION BODIES

- 25.1. The contractor shall allow the European Commission, the European Anti-Fraud Office and the European Court of Auditors to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks, including checks of documents (original or copies), the implementation of the contract. In order to carry out these verifications and audits, European Union bodies mentioned above shall be allowed to conduct a full audit, if necessary, on the basis of supporting documents for the accounts,

accounting documents and any other document relevant to the financing of the contract. The contractor shall ensure that on-the-spot accesses is available at all reasonable times, notably at the contractor's offices, to its computer data, to its accounting data and to all the information needed to carry out the audits, including information on individual salaries of persons involved in the contract. The contractor shall ensure that the information is readily available at the moment of the audit and, if so requested, that data be handed over in an appropriate form. These inspections may take place up to seven years after the final payment.

- 25.2. Furthermore, the contractor shall allow the European Anti-Fraud Office to carry out checks and verification on the spot in accordance with the procedures set out in the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.
- 25.3. To this end, the contractor undertakes to give appropriate access to staff or agents of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to the sites and locations at which the contract is carried out, including its information systems, as well as all documents and databases concerning the technical and financial management of the project and to take all steps to facilitate their work. Access given to agents of the European Commission, European Anti-Fraud Office and the European Court of Auditors shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents shall be easily accessible and filed so as to facilitate their examination. The contractor shall inform the contracting authority of their precise location.
- 25.4. The contractor guarantees that the rights of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to carry out audits, checks and verification shall be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to any subcontractor or any other party benefiting from EU budget/EDF funds.
- 25.5. Failure to comply with the obligations set forth in Article 25.1 to 25.4 constitutes a case of serious breach of contract.

ARTICLE 26. INTERIM AND FINAL REPORTS

- 26.1. Unless otherwise provided in the terms of reference, the contractor shall draw up interim reports and a final report during the period of implementation of the tasks. These reports shall consist of a narrative section and a financial section. The format of such reports is as notified to the contractor by the project manager during the period of implementation of the tasks.
- 26.2. All invoices must be accompanied by an interim or final report. All invoices for fee-based contracts must also be accompanied by an up to date financial report and an invoice for the actual costs of the expenditure verification. The structure of the interim or final financial report shall be the same as that of the contractually approved budget (Annex V). This financial report shall indicate, at a minimum, the expenditure of the reporting period, the cumulative expenditure and the balance available.
- 26.3. Immediately prior to the end of the period of implementation of the tasks, the contractor shall draw up a final progress report together which must include, if appropriate, a critical study of any major problems which may have arisen during the performance of the contract.
- 26.4. This final progress report shall be forwarded to the project manager not later than 60 days after the end of the period of implementation of the tasks. Such report shall not bind the contracting authority.
- 26.5. Where the contract is performed in phases, the implementation of each phase shall give rise to the preparation of a final progress report by the contractor.
- 26.6. Interim and final progress reports are covered by the provisions of Article 14.



ARTICLE 27. APPROVAL OF REPORTS AND DOCUMENTS

- 27.1. The approval by the contracting authority of reports and documents drawn up and forwarded by the contractor shall certify that they comply with the terms of the contract.
- 27.2. Where a report or document is approved by the contracting authority subject to amendments to be made by the contractor, the contracting authority shall prescribe a period for making the amendments requested.
- 27.3. Where the final progress report is not approved, the dispute settlement procedure is automatically invoked.
- 27.4. Where the contract is performed in phases, the implementation of each phase shall be subject to the approval, by the contracting authority, of the preceding phase except where the phases are carried out concurrently.
- 27.5. The contracting authority's time limit for accepting reports or documents shall be considered included in the time limit for payments indicated in Article 29, unless otherwise specified in the special conditions.

PAYMENTS & DEBT RECOVERY

ARTICLE 28. EXPENDITURE VERIFICATION

- 28.1. No expenditure verification report is required for global price contracts.
- 28.2. Before payments are made for fee-based contracts, an external auditor must examine and verify the invoices and the financial reports sent by the contractor to the contracting authority. The auditor shall meet the requirements set out in the terms of reference for expenditure verification and shall be approved by the contracting authority.
- 28.3. The auditor must satisfy itself that relevant, reliable and sufficient evidence exists that:
- (a) the experts employed by the contractor for the contract have been working as evidenced on the contract (as corroborated by independent, third-party evidence, where available) for the number of days claimed in the contractor's invoices and in the financial reporting spreadsheet submitted with the interim progress reports; and
 - (b) the amounts claimed as incidental expenditure have actually and necessarily been incurred by the contractor in accordance with the requirements of the terms of reference of the contract.
- On the basis of its verification, the auditor submits to the contractor an expenditure verification report in accordance with the model in Annex VII.
- 28.4. The contractor grants the auditor all access rights mentioned in Article 25.
- 28.5. The contracting authority reserves the right to require that the auditor be replaced if considerations, which were unknown when the contract was signed, cast doubt on the auditor's independence or professional standards.

ARTICLE 29. PAYMENT AND INTEREST ON LATE PAYMENT

- 29.1. Payments will be made in accordance with one of the options below, as identified in the special conditions.

Option 1: Fee-based contract:

The contracting authority will make payments to the contractor in the following manner:

1. A first payment of pre-financing, if requested by the contractor, of an amount up to maximum 20% of the maximum contract value stated in point 2 of the contract, within 30 days of receipt by the contracting authority of an invoice, of the contract



signed by both parties, and of a financial guarantee if requested, as defined in Article 30.

2. Six-monthly further interim payments, as indicated in the special conditions, within 60 days of the contracting authority receiving an invoice accompanied by an interim progress report and an expenditure verification report, subject to approval of those reports in accordance with Article 27. Such interim payments shall be of an amount equivalent to the costs incurred on the basis of the expenditure verification reports. When 80 % of the maximum contract value stated in point 2 of the contract has been paid (pre-financing and interim payments) the amounts due to the contractor shall be deducted from the pre-financing payment until it is completely reimbursed before any additional payment is made.
3. The invoices must be paid such that the sum of payments does not exceed 90% of the maximum contract value stated in point 2 of the contract; the 10% being the minimum final payment.
4. The balance of the final value of the contract after verification, subject to the maximum contract value stated in point 2 of the contract, after deduction of the amounts already paid, within 90 days of the contracting authority receiving a final invoice accompanied by the final progress report and a final expenditure verification report, subject to approval of those reports in accordance with Article 27.

Option 2: Global price contract:

If the contract is not divided between different outputs that the contracting authority can approve independently, or has a duration of less than two years, the contracting authority will make payments to the contractor in the following manner:

1. a pre-financing payment if requested by the contractor, of an amount up to 40% of the contract value stated in point 2 of the contract within 30 days of receipt by the contracting authority of an invoice, of the contract signed by both parties, and of a financial guarantee if requested, as defined in Article 30;
2. the balance of the contract value stated in point 2 of the contract within 90 days of the contracting authority receiving a final invoice accompanied by the final progress report, subject to approval of that report in accordance with Article 27.

If the contract has a duration of at least two years and if the budget is divided between different outputs that the contracting authority can approve independently, the contracting authority will make payments to the contractor in the following manner:

1. a pre-financing payment if requested by the contractor, of an amount up to 40% of the contract value stated in point 2 of the contract within 30 days of receipt by the contracting authority of an invoice, of the contract signed by both parties, and of a financial guarantee if requested, as defined in Article 30;
2. one interim payment at the end of each 12 months of implementation of the contract, of an amount corresponding to the outputs delivered, within 60 days of the contracting authority receiving an invoice accompanied by an interim progress report, subject to approval of this report in accordance with Article 27;
3. The invoices must be paid such that the sum of payments does not exceed 90% of the maximum contract value stated in point 2 of the contract; the 10% being the minimum final payment.
4. the balance of the contract value stated in point 2 of the contract within 90 days of the contracting authority receiving a final invoice accompanied by the final progress report, subject to approval of that report in accordance with Article 27.

29.2. The date of payment shall be the date on which the paying account is debited. The invoice shall not be admissible if one or more essential requirements are not met. Without

prejudice to Article 36.2, the contracting authority may halt the countdown towards this deadline for any part of the invoiced amount disputed by the project manager by notifying the contractor that part of the invoice is inadmissible, either because the amount in question is not due or because the relevant report cannot be approved and the contracting authority thinks it necessary to conduct further checks. In such cases, the contracting authority shall not unreasonably withhold any undisputed part of the invoiced amount but may request clarification, alteration or additional information, which shall be produced within 30 days of the request. The countdown towards the deadline shall resume on the date on which a correctly formulated invoice is received by the contracting authority. If part of the invoice is disputed, the undisputed amount of the invoice shall not be withheld and must be paid according to the payment schedule set in Article 29.1.

29.3. Once the deadline referred to above has expired, the contractor - unless it is a government department or public body in an EU Member State - shall, within two months of receiving late payment, receive default interest:

- at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro,
- at the rediscount rate applied by the central bank of the country of the contracting authority if payments are in the currency of that country,

on the first day of the month in which the time-limit expired, plus eight percentage points. The interest be payable for the time elapses between the expiry of the payment deadline (exclusive) and the date on which the contracting authority's account is debited (inclusive).

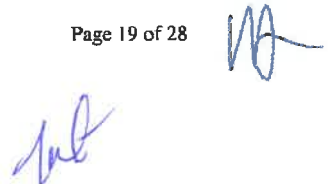
By way of exception, when the interest calculated in accordance with the first subparagraph is lower than or equal to EUR 200, it shall be paid to the creditor only upon a demand submitted within two months of receiving late payment.

29.4. Payments due by the contracting authority shall be made into the bank account mentioned on the financial identification form completed by the contractor. A new financial identification form must be used to report any change of bank account and must be attached to the invoice.

29.5. Payments shall be made in euro or in the national currency as specified in the special conditions. The special conditions shall lay down the administrative or technical conditions governing payments of pre-financing, interim and/or final payments made in accordance with the general conditions. Where payment is in Euro, for the purposes of the provision for incidental expenditure, actual expenditure shall be converted into Euro at the rate published on the Infor-Euro on the first working day of the month in which the invoice is dated. Where payment is in the national currency, it shall be converted into the national currency at the rate published on the Infor-Euro on the first working day of the month in which the payment is made.

29.6. For fee-based contracts, invoices shall be accompanied by copies of, or extracts from, the corresponding approved timesheets referred to in Article 24.2 to verify the amount invoiced for the time input of the experts. A minimum of 7 hours worked are deemed to be equivalent to one day worked. For all experts, their time input must be rounded to the nearest whole number of days worked for the purposes of invoicing.

29.7. Payment of the final balance shall be subject to performance by the contractor of all its obligations relating to the implementation of all phases or parts of the services and to the approval by the contracting authority of the final phase or part of the services. Final payment shall be made only after the final progress report and a final statement, identified as such, shall have been submitted by the contractor and approved as satisfactory by the contracting authority.



- 29.8. The payment obligations of the European Commission under the contract shall cease at most 18 months after the end of the period of implementation of the tasks, unless the contract is terminated in accordance with these general conditions.
- 29.9. Prior to, or instead of, terminating the contract as provided for in Article 36, the contracting authority may suspend payments as a precautionary measure without prior notice. A payment may be suspended for the duration of an audit or an OLAF investigation.
- 29.10. Where the award procedure or the performance of the contract proves to have been subject to breach of obligations, irregularities or fraud attributable to the contractor, the contracting authority may in addition to the possibility to suspend the performance of the contract in accordance with Article 35.2 and terminate the contract as provided for in Article 36, suspend payments and/or recover amounts already paid, in proportion to the seriousness of the breach of obligations, irregularities or fraud. In addition to measures referred above, the contracting authority may reduce the contract value in proportion to the seriousness of the irregularities, fraud or of the breach of obligations, including where the activities concerned were not implemented or were implemented poorly, partially or late.
- 29.11. If the contract is terminated for any reason whatsoever, the guarantee securing the pre-financing may be invoked forthwith in order to repay the balance of the pre-financing still owed by the contractor, and the guarantor shall not delay payment or raise objection for any reason whatever.

ARTICLE 30. FINANCIAL GUARANTEE

- 30.1. Unless otherwise provided for in the special conditions, the contractor shall provide a financial guarantee for the full amount of the pre-financing payment. The financial guarantee shall be in the format provided for in the contract and may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company, an irrevocable letter of credit or a cash deposit made with the contracting authority. If the financial guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque or a bond, it shall be issued by a bank or bonding and/or insurance company approved by the contracting authority. This financial guarantee shall remain valid until it is released by the contracting authority in accordance with Article 30.5 or Article 30.6, as appropriate. Where the contractor is a public body the obligation for a financial guarantee may be waived depending on a risk assessment made.
- 30.2. The financial guarantee shall be provided on the letterhead of the financial institution using the template provided in Annex VI.
- 30.3. During the execution of the contract, if the natural or legal person providing the guarantee (i) is not able or willing to abide by its commitments, (ii) is not authorised to issue guarantees to contracting authorities, or (iii) appears not to be financially reliable, or the financial guarantee ceases to be valid, and the contractor fails to replace it, either a deduction equal to the amount of the pre-financing may be made by the contracting authority from future payments due to the contractor under the contract, or the contracting authority shall give formal notice to the contractor to provide a new guarantee on the same terms as the previous one. Should the contractor fail to provide a new guarantee, the contracting authority may terminate the contract.
- 30.4. If the contract is terminated for any reason whatsoever, the financial guarantee may be invoked forthwith in order to repay any balance still owed to the contracting authority by the contractor, and the guarantor shall not delay payment or raise objection for any reason whatsoever.
- 30.5. For fee-based contracts, the financial guarantee shall be released when the pre-financing is reimbursed in accordance with Article 29.1.
- 30.6. For global price contracts, (i) if the contract is not divided between different outputs that the contracting authority can approve independently, or has a duration of less than two years,

the financial guarantee shall remain in force until the final payment has been made, and (ii) if the contract has a duration of at least two years and if the budget is divided between different outputs that the contracting authority can approve independently, the financial guarantee shall be released when the pre-financing is reimbursed in accordance with Article 29.1.

ARTICLE 31. RECOVERY OF DEBTS FROM THE CONTRACTOR

- 31.1. The contractor undertakes to repay any amounts paid in excess of the final amount due to the contracting authority before the deadline indicated in the debit note which is 45 days from the issuing of that note.
- 31.2. Should the contractor fail to make repayment within the above deadline; the contracting authority may (unless the contractor is a government department or public body of an EU Member State) increase the amounts due by adding interest:
- (a) at the rediscount rate applied by the central bank of the country of the contracting authority if payments are in the currency of that country,
 - (b) at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro,
- on the first day of the month in which the time-limit expired, plus eight percentage points. The default interest shall be incurred over the time which elapses between the date of the payment deadline, and the date on which the payment is actually made. Any partial payments shall first cover the interest thus established.
- 31.3. Amounts to be repaid to the contracting authority may be offset against amounts of any kind due to the contractor. This shall not affect the party's right to agree on payment in installments.
- 31.4. Bank charges arising from the repayment of amounts due to the contracting authority shall be borne entirely by the contractor.
- 31.5. Without prejudice to the prerogative of the contracting authority, if necessary, the European Union may as a donor proceed itself to the recovery by any means.

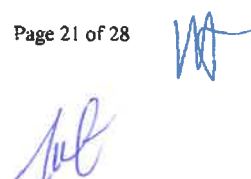
ARTICLE 32. REVISION OF PRICES

- 32.1. The contract shall be at fixed prices, which shall not be revised.

ARTICLE 33. PAYMENT TO THIRD PARTIES

- 33.1. Orders for payments to third parties may be carried out only after an assignment made in accordance with Article 3. The assignment shall be notified to the contracting authority.
- 33.2. Notification of beneficiaries of the assignment shall be the sole responsibility of the contractor.
- 33.3. In the event of a legally binding attachment of the property of the contractor affecting payments due to it under the contract and without prejudice to the time limit laid down in Article 29, the contracting authority shall have 30 days, starting from the day when it receives notification of the definitive lifting of the obstacle to payment, to resume payments to the contractor.

BREACH OF CONTRACT, SUSPENSION AND TERMINATION



ARTICLE 34. BREACH OF CONTRACT

34.1. Either party commits a breach of contract where it fails to perform its obligations in accordance with the provisions of the contract.

34.2. Where a breach of contract occurs, the party injured by the breach is entitled to the following remedies:

- a) damages; and/or
- b) termination of the contract.

34.3. Damages may be either:

- a) general damages; or
- b) liquidated damages.

34.4. Should the contractor fail to perform any of its obligations in accordance with the provisions of the contract, the contracting authority is without prejudice to its right under article 34.2, also entitled to the following remedies;

- a) suspension of payments; and/or
- b) reduction or recovery of payments in proportion to the failure's extent.

34.5. Where the contracting authority is entitled to damages, it may deduct such damages from any sums due to the contractor or call on the appropriate guarantee.

34.6. 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.

ARTICLE 35. SUSPENSION OF THE CONTRACT

35.1. The contractor shall, on the order of the contracting authority, suspend the execution of the contract or any part thereof for such time or times and in such manner as the contracting authority may consider necessary. The suspension shall take effect on the day the contractor receives the order or at a later date when the order so provides.

35.2. Suspension of the contract in the event of presumed breach of obligations or irregularities or fraud: The contract may be suspended in order to verify whether presumed breach of obligations or irregularities or fraud occurred during the award procedure or the performance of the contract. If these are not confirmed, performance of the contract shall resume as soon as possible.

35.3. During the period of suspension, the contractor shall take such protective measures as may be necessary.

35.4. Additional expenses incurred in connection with such protective measures may be added to the contract price, unless:

- a) otherwise provided for in the contract; or
- b) such suspension is necessary by reason of some breach or default of the contractor; or
- c) the presumed breach of obligations or irregularities or fraud mentioned in article 35.2 are confirmed and attributable to the contractor.

35.5. The contractor shall only be entitled to such additions to the contract price if it notifies the project manager, within 30 days after receipt of the order to suspend execution of the contract, of its intention to claim them.

35.6. The contracting authority, after consulting the contractor, shall determine such additions to the contract price and/or extension of the period of performance to be granted to the contractor in respect of such claim as shall, in the opinion of the contracting authority be fair and reasonable.

35.7. The contracting authority shall, as soon as possible, order the contractor to resume the contract suspended or inform the contractor that it terminates the contract. If the period

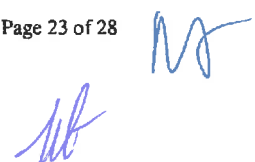
of suspension exceeds 90 days and the suspension is not due to the contractor's breach or default, the contractor may, by notice to the contracting authority, request to proceed with the contract within 30 days, or terminate the contract.

ARTICLE 36. TERMINATION BY THE CONTRACTING AUTHORITY

36.1. The contracting authority may, at any time and with immediate effect, subject to Article 36.8, terminate the contract, except as provided for under Article 36.2.

36.2. Subject to any other provision of these general conditions the contracting authority may, by giving seven days' notice to the contractor, terminate the contract in any of the following cases where:

- (a) the contractor is in serious breach of contract for failure to perform its contractual obligations;
- (b) the contractor fails to comply within a reasonable time with the notice given by the project manager 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 contractor refuses or neglects to carry out any administrative orders given by the project manager;
- (d) the contractor assigns the contract or subcontracts without the authorisation of the contracting authority;
- (e) the contractor is bankrupt, subject to insolvency or winding up procedures, is having its assets administered by a liquidator or by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in any analogous situation arising from a similar procedure provided for under any national law or regulations relevant to that contractor;
- (f) any organisational modification occurs involving a change in the legal personality, nature or control of the contractor, unless such modification is recorded in an addendum to the contract;
- (g) any other legal disability hindering performance of the contract occurs;
- (h) the contractor fails to provide the required guarantees or insurance, or the person providing the earlier guarantee or insurance is not able to abide by its commitments;
- (i) the contractor has been guilty of grave professional misconduct or has committed an irregularity proven by any means which the contracting authority can justify, within the meaning of Article 10.1(a) (b);
- (j) it has been established by a final judgment or a final administrative decision or by proof in possession of the contracting authority that the contractor has been guilty of fraud, corruption, involvement in a criminal organisation, money laundering or terrorist financing, terrorist related offences, child labour or other forms of trafficking in human beings, circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose.
- (k) the contractor, in the performance of another contract financed by the EU budget/EDF funds, has been declared to be in serious breach of contract, which has led to its early termination or the application of liquidated damages or other contractual penalties or which has been discovered following checks, audits or investigations by the European Commission, the contracting authority, OLAF or the Court of Auditors;
- (l) after the award of the contract, the award procedure or the performance of the contract proves to have been subject to breach of obligations, irregularities or fraud;
- (m) the award procedure or the performance of another contract financed by the EU budget/EDF funds proves to have been subject to breach of obligations, irregularities or fraud which are likely to affect the performance of the present contract;
- (n) the contractor fails to perform its obligation in accordance with Article 8 and Article 9;
- (o) the contractor is unable to provide a suitable replacement to an expert, the absence of which affects the proper performance of the contract.



- (p) the contractor is in breach of the data protection obligations resulting from Article 42 of these general conditions.

The cases of termination under points (e), (i), (j), (l), (m) and (n) may refer also to persons who are members of the administrative, management or supervisory body of the contractor and/or to persons having powers of representation, decision or control with regard to the contractor.

The cases of termination under points (a), (e), (f), (g), (i), (j), (k), (l), (m) and (n) may refer also to persons jointly and severally liable for the performance of the contract.

The cases under points (e), (i), (j), (k), (l), (m), (n) and (p) may refer also to subcontractors.

36.3. Termination shall be without prejudice to any other rights or powers under the contract of the contracting authority and the contractor. The contracting authority may, thereafter, complete the services itself, or conclude any other contract with a third party, at the contractor's own expense. The contractor's liability for delay in completion shall immediately cease when the contracting authority terminates the contract without prejudice to any liability thereunder that may already have arisen.

36.4. Upon termination of the contract or when it has received notice thereof, the contractor shall take immediate steps to bring the services to a close in a prompt and orderly manner and to reduce expenditure to a minimum.

36.5. The project manager shall, as soon as possible after termination, certify the value of the services and all sums due to the contractor as at the date of termination.

36.6. The contracting authority shall not be obliged to make any further payments to the contractor until the services are completed. After the services are completed, the contracting authority shall recover from the contractor the extra costs, if any, of completing the services, or shall pay any balance still due to the contractor.

36.7. If the contracting authority terminates the contract pursuant to Article 36.2, it shall, in addition to the extra costs for completion of the contract and without prejudice to its other remedies under the contract, be entitled to recover from the contractor any loss it has suffered up to the value of the services which have not been satisfactorily completed unless otherwise provided for in the special conditions.

36.8. Where the termination is not due to an act or omission of the contractor, force majeure or other circumstances beyond the control of the contracting authority, the contractor shall be entitled to claim in addition to sums owed to it for work already performed, an indemnity for loss suffered.

36.9. This contract shall be automatically terminated if it has not given rise to any payment in the two years following its signing by both parties.

ARTICLE 37. TERMINATION BY THE CONTRACTOR

37.1. The contractor may, after giving 14 days' notice to the contracting authority, terminate the contract if the contracting authority:

- a) fails for more than 120 days to pay the contractor the amounts due after the expiry of the time limit stated in Article 29; or
- b) consistently fails to meet its obligations after repeated reminders; or
- c) suspends the progress of the services or any part thereof for more than 90 days for reasons not specified in the contract, or not attributable to the contractor's breach or default.

37.2. Such termination shall be without prejudice to any other rights of the contracting authority or the contractor acquired under the contract.

37.3. In the event of such termination, the contracting authority shall pay the contractor for any loss or damage the contractor may have suffered. Such additional payment must not be such that the total payments exceed the amount specified in Article 2 of the contract.

ARTICLE 38. FORCE MAJEURE

- 38.1. Neither party shall be considered to be in default or 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 notification of award or the date when the contract becomes effective.
- 38.2. The term *force majeure*, as used herein covers any unforeseeable events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome such as 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, ... A decision of the European Union to suspend the cooperation with the partner country is considered to be a case of force majeure when it implies suspension of funding the contract.
- 38.3. Notwithstanding the provisions of Article 19 and Article 36, the contractor shall not be liable for liquidated damages or termination for breach or default if, and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of *force majeure*. The contracting authority shall similarly not be liable, notwithstanding the provisions of Article 29 and Article 37, for payment of interest on delayed payments, for non-performance or for termination by the contractor for breach or default, if, and to the extent that, the contracting authority's delay or other failure to perform its obligations is the result of *force majeure*.
- 38.4. If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall promptly notify the other party and the project manager giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the project manager in writing, the contractor 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 contractor shall not put into effect such alternative means unless directed so to do by the project manager.
- 38.5. For a fee-based contract, if the contractor incurs additional costs in complying with the project manager's directions or using alternative means under Article 38.4 the amount thereof shall be certified by the project manager.
- 38.6. If circumstances of *force majeure* have occurred and continue for a period of 180 days then, notwithstanding any extension of time for completion of the contract that the contractor may by reason thereof have been granted, either party shall be entitled to serve upon the other 30 days' notice to terminate the contract. If at the expiry of the period of 30 days the situation of *force majeure* persists, the contract shall be terminated and, in consequence, thereof under the law governing the contract, the parties shall be released from further performance of the contract.

ARTICLE 39. DECEASE

- 39.1. If the contractor is a natural person, the contract shall be automatically terminated if that person dies. However, the contracting authority shall examine any proposal made by its heirs or beneficiaries if they have notified their wish to continue the contract.
- 39.2. Where the contractor consists of a number of natural persons and one or more of them die, a report shall be agreed between the parties on the progress of the contract and the contracting authority shall decide whether to terminate or continue the contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be.
- 39.3. In the cases provided for in Articles 39.1 and 39.2, persons offering to continue to implement the contract shall notify the contracting authority thereof within 15 days of the

date of decease. The decision of the contracting authority shall be notified to those concerned within 30 days of receipt of such a proposal

- 39.4. Such persons shall be jointly and severally liable for the proper implementation of the contract to the same extent as the deceased contractor. Continuation of the contract shall be subject to the rules relating to establishment of any guarantee provided for in the contract.

SETTLEMENT OF DISPUTES AND APPLICABLE LAW

ARTICLE 40. SETTLEMENT OF DISPUTES

- 40.1. The parties shall make every effort to settle amicably any dispute relating to the contract, which may arise between them.
- 40.2. Once a dispute has arisen, a party shall notify the other party of the dispute, stating its position on the dispute and any solution, which it envisages, and requesting an amicable settlement. The other party shall respond to this request for amicable settlement within 30 days, stating its position on the dispute. Unless the parties agree otherwise, the maximum time period laid down for reaching an amicable settlement shall be 120 days from the date of the notification requesting such a procedure. Should a party not agree to the other party's request for amicable settlement, should a party not respond in time to that request or should no amicable settlement be reached within the maximum time period, the amicable settlement procedure is considered to have failed.
- 40.3. In the absence of an amicable settlement, a party may notify the other party requesting a settlement through conciliation by a third person. If the European Commission is not a party to the contract, it may accept to intervene as conciliator. The other party shall respond to the request for conciliation within 30 days. Unless the parties agree otherwise, the maximum time period laid down for reaching a settlement through conciliation shall be 120 days from the notification requesting such a procedure. Should a party not agree to the other party's request for conciliation, should a party not respond in time to that request or should no settlement be reached within the maximum time period, the conciliation procedure is considered to have failed.
- 40.4. If the amicable settlement procedure and, if so requested, the conciliation procedure fails, each party may refer the dispute to either the decision of a national jurisdiction or arbitration, as specified in the special conditions.

ARTICLE 41. APPLICABLE LAW

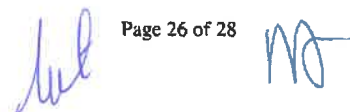
- 41.1. This contract shall be governed by the law of the country of the contracting authority or, where the contracting authority is the European Commission, by the applicable European Union law complemented where necessary by the law of Belgium.

DATA PROTECTION

ARTICLE 42. DATA PROTECTION

- 42.1. Processing of personal data by the contracting authority

Any personal data included in or relating to the contract, including its implementation, shall be processed in accordance with Regulation (EU) 2018/1725. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the contract by the data controller.



The contractor or any other person whose personal data is processed by the data controller in relation to this contract has specific rights as a data subject under Chapter III (Articles 14-25) of Regulation (EU) 2018/1725, in particular the right to access, rectify or erase their personal data and the right to restrict the processing of their personal data or, where applicable, the right to object to processing or the right to data portability.

Should the contractor or any other person whose personal data is processed in relation to this contract have any queries concerning the processing of its personal data, it shall address itself to the data controller. They may also address themselves to the Data Protection Officer of the data controller. They have the right to lodge a complaint at any time to the European Data Protection Supervisor.

Details concerning the processing of personal data are available in the data protection notice referred to in the special conditions.

42.2. Processing of personal data by the contractor

The processing of personal data by the contractor shall meet the requirements of the general conditions and be processed solely for the purposes set out by the controller.

The contractor shall assist the controller for the fulfilment of the controller's obligation to respond to requests for exercising rights of person whose personal data is processed in relation to this contract as laid down in Chapter III (Articles 14-25) of Regulation (EU) 2018/1725. The contractor shall inform without delay the controller about such requests.

The contractor may act only on documented written instructions and under the supervision of the controller, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subject may exercise its rights.

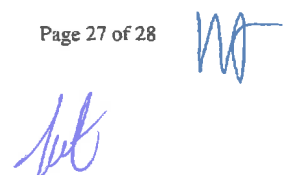
The contractor shall grant personnel access to the data to the extent strictly necessary for the implementation, management and monitoring of the contract. The contractor must ensure that personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality in accordance with the provisions of Article 7.6 of these general conditions.

The contractor shall adopt appropriate technical and organisational security measures, giving due regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing, in order to ensure, in particular, as appropriate:

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- (e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

The contractor shall notify relevant personal data breaches to the controller without undue delay and at the latest within 48 hours after the contractor becomes aware of the breach. In such cases, the contractor shall provide the controller with at least the following information:

- (a) nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- (b) likely consequences of the breach;



- (c) measures taken or proposed to be taken to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.

The contractor shall immediately inform the data controller if, in its opinion, an instruction infringes Regulation (EU) 2018/1725, Regulation (EU) 2016/679, or other Union or Member State or third country applicable data protection provisions as referred to in the tender specifications.

The contractor shall assist the controller for the fulfilment of its obligations pursuant to Article 33 to 41 under Regulation (EU) 2018/1725 to:

- (a) ensure compliance with its data protection obligations regarding the security of the processing, and the confidentiality of electronic communications and directories of users;
- (b) notify a personal data breach to the European Data Protection Supervisor;
- (c) communicate a personal data breach without undue delay to the data subject, where applicable;
- (d) carry out data protection impact assessments and prior consultations as necessary.

The contractor shall maintain a record of all data processing operations carried on behalf of the controller, transfers of personal data, security breaches, responses to requests for exercising rights of people whose personal data is processed and requests for access to personal data by third parties.

The contracting authority is subject to Protocol 7 of the Treaty on the Functioning of the European Union on the privileges and immunities of the European Union, particularly as regards the inviolability of archives (including the physical location of data and services) and data security, which includes personal data held on behalf of the contracting authority in the premises of the contractor or subcontractor.

The contractor shall notify the contracting authority without delay of any legally binding request for disclosure of the personal data processed on behalf of the contracting authority made by any national public authority, including an authority from a third country. The contractor may not give such access without the prior written authorisation of the contracting authority.

The duration of processing of personal data by the contractor will not exceed the period referred to in Article 7.9 of these general conditions. Upon expiry of this period, the contractor shall, at the choice of the controller, return, without any undue delay in a commonly agreed format, all personal data processed on behalf of the controller and the copies thereof or shall effectively delete all personal data unless Union or national law requires a longer storage of personal data.

For the purpose of Article 4 of these general conditions, if part or all of the processing of personal data is subcontracted to a third party, the contractor shall pass on the obligations referred to in the present article in writing to those parties, including subcontractors. At the request of the contracting authority, the contractor shall provide a document providing evidence of this commitment.

* * *

Project AID 11087 – CIG Code n. 8187084372
**Invitation to bid for English training courses for FERD staff for the project activities of
the Italian Agency for Development Cooperation – AID 11087.**

ANNEX A
TERMS OF REFERENCE

1. BACKGROUND

Since 2013 Myanmar has been going through a process of developing a coordination mechanism with International Donors to have an effective management of Official Development Assistance (ODA) in the country and in January 2013 the first Myanmar Development Cooperation Forum (MDCF) between the Government of Myanmar and Bilateral and Multilateral donors was held. During the forum the Government of Myanmar presented the Framework for Economic and Social Reform (FESR) and the National Comprehensive Development Plan (NCDP) and the first Memorandum on development cooperation between the Myanmar Government and Development Partners (DPs), the Nay Pyi Taw Accord for Effective Development Cooperation (NPT-Accord), was signed. The NPT-Accord is aligned with the Busan principles regarding the Global Partnership and lists a number of mutual commitments for the Government of Myanmar and DPs in the area of development cooperation. The NPT-Accord also defined the first coordination mechanism between Government of Myanmar and DPs. In the following years the coordination mechanism has been restructured leading to its current organisation and to the establishment of the Cooperation Partners Group (CPG), the main forum for discussion and sharing of information regarding aid coordination and aid effectiveness.

Moreover, Myanmar Government has established a new architecture for ODA management. First of all, a governmental oversight body, the Development Assistance Coordination Unit (DACU) was created. This unit assesses all initiatives to be funded through ODA and it follows the procedures of the Development Assistance Policy. In order to better dialogue with donors and implementing partners working in the priority development sectors for the government, a thematic coordination mechanism has been set up: Sector Coordination Groups (SCG).

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On February 26th 2018, the first Development Effectiveness Roundtable (DER), a coordination forum among the Government and all stakeholders involved in the development of the countries (including Private sector), was held. During this event, Myanmar Government has launched both the final version of the DAP and the first draft version of the Myanmar Sustainable Development Plan (MSDP), asking DPs to support Myanmar in its development in a coordinated manner.

Within this context the project “Support to the ODA coordination in Myanmar: Capacity Development of Donor Coordination (CAD-MM)” financed by the Italian Agency for Development Cooperation (AICSY) has the general objective to contribute to the improvement of ODA effectiveness in Myanmar within the Global Partnership framework, and the specific objective to improve the ODA management capacities of Burmese institutions and the coordination among DPs and between DPs and the Government of Myanmar. More specifically, one of the project results aims at supporting the Foreign Economic Relations Department (FERD) of the Ministry of Planning and Finance (MoPF) for the ODA database and its coordination role within DACU in managing the relationships between Myanmar Government and donors.

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AICSY has already supported FERD in building its staff capabilities through the delivery of English language classes during 2018 and 2019. Information on the type of training provided and recommendation for delivery of future training are recorded in a dedicated final report that has been prepared at the end of those training sessions. Bidders are encouraged to request information on the final report to AICS Yangon so that they can design their methodology also making reference to the needs that have already been identified during the previous training.

2. INTRODUCTION

AICSY seeks to establish a contract to ensure provision of English training courses for FERD staff. The content of the courses will be based on the needs identified by AICSY and requests outlined by FERD. The contract is envisaged to start by March 2020 and to operate for 14 months. The maximum total amount available under this contract is of EUR 85.000,00 over this period.

3. OBJECTIVE

The purpose of the contract is to provide timely access to a range of high quality English training



services that AICSY can draw on to provide support to FERD staff, who in turn will be able to i) possess adequate knowledge about International Cooperation for Development and the related specific terminology ii) manage the coordination with the international community about ODA in a more efficient way.

4. THE RECIPIENT

The Foreign Economic Relations Department (FERD) of the Ministry of Planning and Finance (MoPF) will be the principal recipient of the proposed English training services.

5. SCOPE OF WORK

The following list provides the description of the main activities and related deliverable that the Selected Bidder is expected to perform within the contract

Activity	Description	Deliverable
Activity 1 Placement test	Carry out an English language placement test in order to assess the language skills and needs of students, according to the Framework of Reference for Languages followed by the Selected Bidder;	Production of report detailing the outcome of the placement test.
Activity 2 Methodology update	Update the training methodology proposed in the Technical Offer based on the output of the English language placement test. The updated methodology will be submitted to the Contracting Authority and will need to receive formal approval from AICSY before the training modules will be organised. Updates of the methodology should also clearly show possible changes into the items listed under paragraph "8.4 Logistics". In any case, updates in the methodology will not have to lead to any increase of project costs that have been detailed in the economic offer	Production of the updated methodology and receive approval from the Contracting Authority
Activity 3	Organize training modules according to students' proficiency in English language. The Selected Bidder will be responsible for organizing:	

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Training modules Part 1	<ul style="list-style-type: none"> - general English language courses for students whose level is basic; - English language courses with a focus on economic development in theory and practice; political science; finance and banking for students whose language level is intermediate and/or advanced. 	
Activity 4 Mid-term test	Carry out a mid-term evaluation test to assess the progress of the students;	Production of report detailing the outcome of the mid-term evaluation test.
Activity 5 Training modules Part 2	Continue the training modules according to students' proficiency in English language and outcome of the mid-term report.	
Activity 6 Final test	Following the completion of training modules, carry out a final test to assess the overall progress of students. The test shall assess: <ul style="list-style-type: none"> - the English language level attained, for all students, according to the Framework of Reference for Languages followed by the institution; - the understanding of economic development in theory and practice; political science; finance and banking subjects, for the selected students 	Produce an end of training report detailing the initial and final level of English proficiency of FERD staff that attended the training, including recommendation on typology of further English training programs that could be attended by the beneficiary.

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Based on the main activities listed in the above table, Bidders will be responsible to propose a detailed list of activities that they envisage should be carried to implement the Contract and the English training courses. The list of activities should also be accompanied by a timeline chart with clear description of period for execution of activities and proposed period for deliverables submission. Furthermore, Bidders should take into account that deliverables will need to be submitted and approved by the Contracting Authority. These documents will be part of the methodology that will be submitted by Bidders as part of the technical offer.

In order to favour a smooth communication process with the Contracting Authority and the Beneficiary, the Selected Bidder will be responsible for providing the name of a contact Focal Point

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that will be in charge for liaising with AICSY and FERD, as well as for providing updates on the activities carried out by the Selected Bidder.

Bidders are informed that following the placement test results and an update of the proposed training methodology will be required. This might consist in a confirmation of the proposed methodology or in the introduction of changes with relation to logistics items such as class composition, fine tuning of the curricula to be taught or other topics that might be identified by the Selected Bidder. Bidders will have to take into consideration this element while preparing their proposed methodology and the related Technical Offer and Economic Offer. The update of the methodology will happen within the execution of the contract and in any case, it will not have to lead into any change of the cost of the contract.

6. CONTRACTUAL MECHANISM

The AICSY as Contracting Authority will provide reasonable notice periods for all upcoming work, and Specific ToRs will be produced for the Contract. A key requirement of the contract will be the ability of the Contractor to respond quickly to requests for English services and to be flexible to adjust to FERD requests. The Contractor will be required to report back regularly to AICSY on the progress and outcome of the Contract as per the Specific ToRs.

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7. TIMING

Activities to be realised under the contract will commence upon signature of the contract and will have a duration of 14 months from its entry into force.

8. REQUIREMENTS: PROFILE OF INSTITUTION AND REQUIRED EXPERTISE

The following category of institutions/company is required for the implementation of the contract assignment:

International institution/company specialized in teaching English language to foreigners and offering courses in English language pertaining to specific sectors: economic development in theory and practice; political science; finance and banking.

Bidders are expected to have the following features as part of their curriculum:

- English language teaching institution recognized internationally;
- English language teaching institution releasing language certifications recognized worldwide, as at least as per Cambridge ESOL, TOEFL or IELTS;
- Institution able to provide English learning solutions for Governmental entities;
- Institution able to provide English learning solutions on specific sectors – namely economic development in theory and practice; political science; finance and banking



8.1. General professional experience

- Institution operating in country at least for the past 5 years;
- Institution experienced in working in International Development Cooperation and with Development Partners.

8.2. Specific professional experience

- Demonstrated collaboration with the Myanmar Government in the past 5 years;
- Demonstrated collaboration with at least one development partner in the last 2 years
- Previous experience with the Italian Agency for Development Cooperation would be considered as an asset

8.3. Human Resources

The candidate institution shall demonstrate to have the relevant Human Resources (Professors, teachers, Managers, Admin and Finance) to carry out the activities in Nay Pyi Taw.

The relevant technical skills that will be evaluated are:

- For the professors/teachers: previous experience on delivery of the following courses: English, Economic development in theory and practice, political science, finance and banking; previous experience with training to Governmental Institution in Myanmar/SE Asia. This kind of information shall be provided in Annex F (Technical Offer form).
- For the Managers / Admin and Finance: previous experience on project management, Administration, Finance, accounting; experience on project funded through ODA; experience in Myanmar.

Moreover, the institution/ company shall identify a focal point tasked to supervise the work of the trainer(s) who will carry out the courses.

8.4. Logistics

- **Number of participants:** The selected company is expected to provide trainings for:
 - o A group of around 70 people among FERD staff. In order to provide a high-quality education, it is recommended that students are organized in groups of a maximum of 20 participants each;
 - o A small group of around 5 people among FERD managerial staff (Director level or similar executive level). This might include 1-to-1 or 1-to-5 classes.
- **Timetable:** courses must be delivered before or after regular offices hours (i.e. 9.00am - 4:30pm Monday-Friday), in order to allow FERD staff to comply with their working duties and not to interfere with their performance. Courses must be delivered within a maximum period of one year and shall not fall during the month of April (Thingyan festivity).
- **Venue:** the courses will be organized in Nay Pyi Taw in a venue provided by the Ministry. The company is thus required to provide a trainer based in the capital for the whole duration of the courses and to include all related expenses – if applicable – in its financial offer.



- **Class organization:** The awarded institution is expected to run the assessment test at the beginning of the contract and to update the training methodology based on test results. Updates in the methodology might result in changes of the class organisation and ingroup composition that will be agreed and approved by the Contracting Authority before the commencement of training modules.4

8.5. Payment

The Selected Bidder will be contracted over a period of 14 months. The estimated value of the contract is up to Euro 85.000,00 over this period. Please note that the payment will be settled in euro only.

The contract will be awarded applying the best value for money selection criteria. The payment will be settled in three tranches:

- **Tranche n. 1:** 15% of the total of the Contract - upon execution of the entry-level test approval of the updated methodology (deliverables of Activity 1 and Activity 2);
- **Tranche n.2:** 40% of the total of the Contract - upon execution of the mid-term and production of the mid-term report (Deliverable of Activity 4);
- **Tranche n. 3:** 45% of the total of the Contract - upon execution of the final test and production of the final report (Deliverable of Activity 6)

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Please note that the payment will be settled in EURO only.

8.6. Language skills

The contractor shall give evidence of the professional capacity of its employees in conducting the language courses for non-English native speakers.

8.7. Other aspects

Contractor should favorably consider calling on the expertise available on the local market whenever possible and in respect of equal treatment of all experts of eligible nationality. The Contractor is expected to reflect the local market fees when the institution is providing its service on the local market.

The assignment is expected to be executed by the institution, who is responsible for selecting the personnel who will carry out the trainings in accordance to the requirements of the ToRs. The institution is expected to identify a focal point to supervise the work carried out and report to AICSY.



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English Language Training - Technical Proposal

27 February 2020

EDULINK is pleased to submit this technical proposal for the development and delivery of an English language training program for Ministry of Investment and Foreign Economic Relations staff in Nay Pyi Taw.

Methodology

1. Understanding of the policy, requirements, objectives, challenges & tasks

- a. AICS-Y is working as a Development Partner providing Official Development Assistance (ODA) aiming to support the Foreign Economic Relations Department (FERD) of the Ministry of Investment and Foreign Economic Relations (MIFER) to manage the relationships between the Myanmar Government and donors. This support entails providing English language training courses for FERD staff. These courses would be provided over a one year period starting in May 2020 and would be delivered over 40 working weeks within that year.

After the English language training courses, the participants will be expected to understand and use specific terminology related to International Cooperation for Development and be more efficient in managing the coordination with the international community about ODA matters.

The specific tasks which EDULINK will provide for this training will include:

- administration of, and reporting on, an English Language placement test, with equivalencies to the Common European Framework of Reference for Languages (CEFR), to serve as a benchmark for future learning and allow 70 participants to be grouped into four classes which will facilitate effective learning
- updating the proposed training methodology after the placement tests have been completed to adjust for circumstances, and therefore maintain the quality of the training
- providing general English language courses for basic level participants and English language courses for higher level students which emphasize economic development theory and practice, political science, finance and banking in classes no larger than 20
- conduct mid-term and final tests with reports and make necessary adjustments after the mid-term tests to ensure training is effective. The tests will measure both the improvements in English language skills and understanding of the aforementioned content areas.

- b. EDULINK has several years of training experience with a variety of ministries in Nay Pyi Taw, so we have managed risks to the execution of contracts and the associated learning objectives. The anticipated risks associated with contract execution in relation to the technical bid are as follows:

Risk	EDULINK Organizational Response
Student Attendance Problems	EDULINK will monitor student attendance consistently to inform the AICS-Y / FERD contact person about students missing two days consecutively (unexcused absences) or whose overall attendance falls below 80% to ensure that this is NOT a reason for objectives being not met.
Student Learning Difficulties	EDULINK will make teachers available for one-to-one counseling during scheduled office hours to assist with students who are having language-learning difficulties. The teacher will be available for 2 scheduled counselling hours per week for each class.
Class cancellations due to National Holidays and Ministry Events (Conferences / Meetings, etc...)	EDULINK strives to be flexible and will endeavor to reschedule missed classes to alternative times. Missed classes for events would require one week advance notice to EDULINK.

<p>Teacher issues</p> <ul style="list-style-type: none"> - teacher departures - illnesses - visa renewals - scheduled teacher vacations 	<p>For teacher departures and long-term illnesses and scheduled vacations, EDULINK will provide a replacement teacher. CVs for cover teachers have been included in the proposal.</p> <p>For short-term illnesses or visa renewal travel, classes will be rescheduled to alternate dates. EDULINK will provide at least one week notice ahead of any foreseen travel.</p>
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2. Contract management approach and work organization (parts a & b: outline & tasks)

The delivery of the proposed course will follow the following outline:

Activity 1 – Placement Test:

1.1 – Arrangements for placement test administration – EDULINK will coordinate with FERD to arrange a time and place in Nay Pyi Taw for participants to meet for placement testing. EDULINK would recommend previous results should be used for students who completed the 2019 training with EDULINK rather than the placement test, but this is negotiable.

1.2 – Placement test administration – Trained EDULINK teaching staff will administer the placement test. The test will contain 3 parts and will test *grammar and vocabulary* using a multiple choice format, *writing* using a short writing task, and *speaking* using a one-to-one meeting with the tester.

1.3 – Placement test reporting – EDULINK staff will compile and present a placement test report to AICS-Y and FERD with recommendations for dividing the participants into different class groups according to English levels based on the Common European Framework of Reference for Languages (CEFR).

Activity 2 – Update of Proposed Methodology:

2.1 – Review placement test results and make amendments to the proposed curriculum and delivery of the courses. Changes to the curriculum may be necessary in response to the distribution of students across English levels.

2.2 – Submit updated methodology to AICS-Y for approval.

2.3 – Receive approval for updates from AICS-Y.

Activity 3 – Training Modules – Part 1:

3.1 – Syllabus design – EDULINK will design specific syllabus for each class based on results of placement test and objectives stated in TOR Annex A point 3.

3.2 – Logistical Arrangements – EDULINK will coordinate with FERD to arrange the times and places for classes in Nay Pyi Taw.

3.3 – Delivery of English language training (part 1) to classes determined necessary in Activities 1 & 2.

3.4 – Delivery of training to higher-ranking staff members in FERD.

3.5 – Delivery of workshops / practice sessions once a month.

Activity 4 – Mid-Term Test:

4.1 – Assessment to be designed for each of the classes based on level and course content.

4.2 – Assessment to be administered during class time on last day of Part 1 of the course.

4.3 – Tests to be graded.

4.4 – Compile Mid-Term Course Report and submit to AICS-Y, reporting on progress toward achieving course objectives.

Activity 5 – Training Modules – Part 2:

5.1 – Syllabus design – EDULINK will design specific syllabus for each class based on results of mid-term test and objectives stated in TOR Annex A point 3.

5.2 – Logistical Arrangements – EDULINK will coordinate with FERD to confirm the times and places for classes in Nay Pyi Taw.

5.3 – Delivery of English language training (part 2) to classes determined necessary in Activity 4.

5.4 – Delivery of training to higher-ranking staff members in FERD

5.5 – Delivery of workshops / practice sessions once a month

Activity 6 – Final Test:

6.1 – Assessment to be designed for each of the classes based on level and course content.

6.2 – Assessment to be administered during class time on last day of Part 2 of the course.

6.3 – Tests to be graded

6.4 – Compile Final Course Report and submit to AICS-Y, reporting on progress toward achieving course objectives and recommendations for further action.

3. Methodology for delivering the services required

General - The proposed courses will take place over one year which will include 40 weeks of English Language Training for each group. The total number of hours available to each class will depend on how many classes will happen. If there are three core classes, then each class will receive up to 320 teaching hours in the classroom. If there are four core classes, then each class will receive up to 240 classroom training hours. The courses will consist of general English training with an emphasis on developing knowledge and terminology related to economic development in theory and practice; political science; finance and banking. A custom curriculum will be developed for each course after placement testing of the students involved has concluded to ensure that the curriculum is suitable for the levels of the students in each class. This will ensure that learning objectives can be achieved.

Teaching Methodology - There will be a strong emphasis on all skills with a mixture of communicative and task-based methods being the predominant methodologies used. The communicative methods will be effective to strengthen the basic speaking fluency and listening skills during the various parts of the course while the task-based activities will be more effective with developing productive (writing and speaking) as well as reading skills. Role plays, critical thinking projects, case studies and group activities will be emphasized to provide engagement and authenticity. One of the main goals of the curriculum will be to scaffold the language skills learnt from previous lessons. The lessons have been prepared to progress from learning new vocabulary and language structures to reviewing and strengthening prior knowledge and steadily building upon skills that are essential for the workplace.

Teaching Hours / Numbers of Teachers - The proposed courses are designed for up to 320 or 240 hours for each class group which will allow participants to complete between one and two CEFR levels with allowance for supplementary work for specific areas of development. Participants will attend four two-hour classes each week if there are three core class groups, or three two-hour classes if there are four groups. Some classes will be scheduled immediately before working hours and some immediately following working hours. With this schedule, EDULINK will be required to allocate two teachers to this contract. If only one teacher were allocated, EDULINK would only be able to offer each class group 160 hours of class time per group. Although participants would still improve their English skills with such training, it would not allow the objective stated in the TOR: "manage the coordination with the international community about [Official Development Assistance]" to be met effectively. EDULINK will make teachers available for one-to-one counseling during scheduled office hours up to 2 hours per week per class to assist with students who are having language-learning difficulties. Students will be able to make appointments for this individual counseling.

Materials - The materials for the course will be a mixture of core general and business language teaching textbooks and supplementary material designed to address the content areas specified in the TOR which relate to FERD activities. The teaching team (Director of Studies and assigned teachers) will be responsible for compiling these supplementary materials on economics, politics and banking.

Assessments - Short formative assessments will be conducted regularly to allow teachers to monitor the progress of students effectively and respond appropriately to the specific learning needs of the group. In addition to these shorter assessments, a longer comprehensive Mid-Course Assessment will be conducted at the end of Part 1 (teaching week 20). This assessment will measure both the language progress of the students and the ability of the participants to use the relevant target vocabulary. The results of this assessment will guide the development of the curriculum for Part 2 of the course. A report will be sent to AICS-Y before the end of the week following the Mid-Term Assessment. A Final Test, which will also measure general language progress and ability to use the target terminology, will be conducted at the end of the 40th teaching week. A report will be sent to AICS-Y before the end of the week following the Final Test.

Types of Courses - EDULINK anticipates that there will be four types of courses required after placement testing has been completed. With reference to the Common European Framework of Reference for Languages - CEFR) Elementary A2; Pre-Intermediate B1; Intermediate B1+; and Upper Intermediate B2. Of course, adjustments would be made to this plan when updating the methodology after the placement tests if results differ from these expectations. For example, a Beginner A1 or an Upper-Intermediate B2 course may be required.

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Basic course outlines are as follows:

Elementary A2 – The Elementary A2 course will focus on developing basic English vocabulary and grammar skills in speaking, listening, writing and reading. This course will be taught over 160 hours in Part 1 of the contract delivery (20 teaching weeks) and participants would be expected to achieve English proficiency allowing them to progress to a Pre-Intermediate B1 course during Part 2 (20 teaching weeks). The Elementary course will follow a course book, *Market Leader Elementary*, which develops basic vocabulary and grammar skills in a business context so that, alongside general English vocabulary, participants will gain greater exposure to business related vocabulary useful for employees of the Ministry of Finance and Planning.

Pre-Intermediate B1 – This course will focus on developing English vocabulary and grammar skills in the four areas of speaking, listening, writing and reading. This course will be 160 hours in Part 1 and participants would be expected to be able to progress to an Intermediate B1 course for Part 2. This course will follow a business context course book, *Market Leader Pre-Intermediate*. The teacher of this course will provide a significant amount of supplementary material and tasks which will allow participants to develop vocabulary related to economic, political science, finance and banking and gain experience speaking and writing about these fields.

Intermediate B1+ – This course will focus on developing English vocabulary and grammar skills in the four main skills areas. This course will be taught over 160 hours in Part 1 and participants would be expected to be able to progress to an Upper-Intermediate B2 level for Part 2. This course will follow a business context course book, *Market Leader Intermediate*. The teacher of this course will provide a significant amount of supplementary material and tasks which will allow participants to develop vocabulary related to economic, political science, finance and banking and gain experience speaking and writing about these fields.

Upper Intermediate B2 – This course will focus on developing English vocabulary and grammar skills in the four main skills areas. This course will be taught over 160 hours in Part 1 and participants would be expected to achieve English proficiency allowing them to progress to an Advanced C1 level. The Upper Intermediate course will follow a course book, *Market Leader Upper Intermediate*, which continues to develop vocabulary and grammar skills in a business context. The teacher of this course will provide a significant amount of supplementary material and tasks which will allow participants to develop vocabulary related to economic, political science, finance and banking and gain experience speaking and writing about these fields. In Part 2 (20 teaching weeks), participants would focus on a custom designed curriculum focusing specifically on the previously-mentioned content areas with some supplementary activities to further strengthen grammar and fluency skills.

Additional Classes for Higher-Ranking FERD Staff – In response to requests from FERD higher-ranking staff members, classes will be provided for a small group of between 1 and 5 participants. These classes will be offered for two hours per week and will be scheduled based on the commitments of the participants so cannot be set on a definite schedule. It is expected that these classes will have between one and five participants each week depending on staff availability. The classes will be custom-designed by the teacher and will focus on:

- improving formal writing skills in English
- communicating more effectively in English business meetings
- general English language development

These classes may not be restricted to the objectives above and the teacher and students will communicate over the 40 delivery weeks to arrange the specific details according to the more immediate needs of the students as they arise.

Workshops & Practice Sessions – EDULINK will provide additional workshops and practice sessions for all students to attend. Workshops will focus on English which can be applied to specific workplace skills such as negotiating, writing minutes or starting a presentation and are 90 minutes in length. One-hour practice sessions will focus on a specific language skill like pronunciation, a grammar point, or general speaking practice. These workshops and sessions will be scheduled at FERD offices when facilities are available. EDULINK will provide one workshop / practice session per month. (10 per course)



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PERSONNEL AND ORGANIZATIONAL ASPECTS

- Brief summary of the average annual manpower and the number of professional and administrative staff;

Annual Manpower	Year before past year		Past year		Current year		Period average	
	Over all	Relevant fields	Over all	Relevant fields	Over all	Relevant fields	Over all	Relevant fields
Permanent staff	44	Academic - 16 HR - 3 Finance - 2 Business Development - 7	45	Academic - 20 HR - 3 Finance - 2 Business Development - 7	51	Academic - 20 HR - 3 Finance - 2 Business Development - 9	47	Academic - 19 HR - 3 Finance - 2 Business Development - 8
Other staff	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total	44	28	45	32	51	34		
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%	%	%



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English Language Training - Technical Proposal Amendments

15 April 2020

The sections of this document are amendments to Strategic Synergy Co. Ltd.'s Technical Proposal of February 27, 2020.

These amendments are being made in response to AICS-Y's Notification Letter for a service contract dated March 11, 2020 which requested the following specific items to be addressed.

Revise Timeline (Annex A - 7 & 8.4)

The timeline (please see separate MS Excel document) has been adjusted to provide for course delivery which addresses the stipulations that the courses must be delivered within 12 months but the contract extends over 14 months.

There are two points to note here:

1. The global health situation and corresponding measures taken by a variety of relevant governments and organisations will impact the date on which classes can actually happen and all stakeholders will need to show flexibility in allowing this to happen in a manner that allows course and project objectives to be achieved. There is no way possible at this moment to foresee when the real start date will be.
2. The timeline has been designed in its present form so that students would finish classes ahead of the Thingyan Festival 2021. This is so that they don't have a month break and then come back for two weeks which includes testing after such a break. Nonetheless, point 1 above will mean that this will probably not be of concern in the final timeline design anyway.

Process for Identifying Experts (Annex F)

Strategic Synergy Co. Ltd. (EDULINK) requires that all English language teaching staff have the minimum requirement of a CELTA certificate. The CELTA is the Certificate in English Language Teaching for Adults. It is designed by Cambridge University (UK) and they oversee quality control of delivery of this course. This course is an intensive course delivered over 5 weeks focusing on communicative language teaching methods. Several of the teachers hired have higher level qualifications such as Diploma or Bachelor's Degrees in Education or Master's degrees in Linguistics or Education.

The trainers for the AICS-Y / FERD contract were selected from among our teaching staff based on their qualifications, length of experience teaching English, experience on similar contracts, and interest in working in Nay Pyi Taw over a lengthy period. Both of the selected teachers worked on the same contract in 2018-19. Student academic and survey results were both positive for both teachers. Consequently, these teachers were selected again.

The experts (English trainers) were identified according to the above process for the upcoming contract. None of staff allocated to work on this contract are outsourced from outside the strategic synergy (EDULINK) organisation.

Role Clarifications (Annex A - 8.3)

CVs have been updated with the role within the FERD contract clearly stated in the first or second line. The table below outlines supervisory roles within the scope of the contract.

Name	Role in Contract	Supervisor on Project	Sourced from
Trent Nelson	Focal Point – Project Leader (Director of Studies)	Project Leader	Internal (EDULINK)
Barbara Milburn	English Language Trainer	Trent Nelson	Internal (EDULINK)
Chris Morton	English Language Trainer	Trent Nelson	Internal (EDULINK)
Robert Holmes	Relief English Language Trainer (for other trainer absences)	Trent Nelson	Internal (EDULINK)
Khant Khant Thaw	Business Development – Bid Submission – Finance & Admin – EDULINK-FERD-AICS Liaison	Trent Nelson	Internal (EDULINK)
Eugene Quah	Business Development Executive for FERD Contract	Trent Nelson	Internal (EDULINK)

Bidder International Recognition

EDULINK has the following experience related to international recognition and certificate issuance recognised worldwide:

- Pearson / LCCI – In 2019, EDULINK was approved to deliver LCCI International Qualifications, specifically, the JETSET test of General English Language Proficiency. We have provided the relevant certificates in this amended submission. EDULINK did not seek to extend the validity of our certification in January 2020 after Pearson LCCI discontinued the JETSET test.

- Navitas – From September 2015 through August 2016, EDULINK delivered a University Foundation Program (Business – Certificate IV) at our premises in cooperation with Perth Institute of Business and Technology (PIBT - Australia). This course was designed by Navitas, an Australian education provider accredited by Tertiary Education Quality and Standards Agency (TEQSA) in Australia. Completion of this program allows students to enter a Business Diploma program in Australia. A template of the Certificate of Completion has been included in this amended submission.

- University of Wollongong – EDULINK currently has an existing agreement with the University of Wollongong in New South Wales, Australia to deliver their University Foundation Program which allows successful students to enter directly into a variety of Bachelor-level programs directly. Planned delivery of this program is in development.

- Cambridge English Test Preparation Centre – EDULINK has been a Cambridge English Test Preparation Centre since October 2019. This allows EDULINK to prepare students for the Business English Certificate exams as an official partner with Cambridge University.

- IELTS preparation and staff certification – Several of the teaching staff at EDULINK have been trained and accredited as IELTS speaking and writing examiners by Cambridge University. A copy of EDULINK's Director of Studies' certification is included as part of this amended submission. EDULINK offers training for this internationally recognised certificate on an ongoing basis.

Annex H Amendments

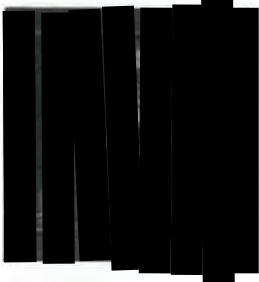
Requested amendments to Annex H have been made and are included separately within this amended contract submission.

WA

ML

Trent Nelson CV (Director of Studies)

The Director of Studies will supervise the work of the trainers for the FERD Contract.



PERSONAL SUMMARY

[Redacted text block]

ACADEMIC QUALIFICATIONS

[Redacted text block]

Trent Nelson *Mr*

PROFESSIONAL EXPERIENCE

[Redacted]

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
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- [Redacted]

[Redacted]

- [Redacted]
- [Redacted]
- [Redacted]

- [Redacted]

IELTS Examiner, IELTS Vietnam

English Teacher, English Center, Hanoi, Vietnam (2008-2010)

General English Teacher (2000-2008)

[Redacted]

Professor of English, School of Foreign Languages

[Redacted]

[Redacted]

net

NA

Barbara Milburn CV - English Trainer for FERD Contract



PERSONAL SUMMARY

- ✓ [Redacted]
- ✓ [Redacted]
- ✓ [Redacted]

ACADEMIC QUALIFICATIONS

[Redacted]

[Redacted]

[Redacted]

ml *no*

Christopher Morton CV - English Trainer for FERD Contract



PERSONAL SUMMARY

[Redacted text block]

ACADEMIC QUALIFICATIONS

[Redacted text block]

ml

no

Robert Holmes CV - English Trainer

(This trainer will be on stand-by for the FERD Contract if the other two are unavailable due to illness)



PERSONAL SUMMARY

[Redacted personal summary text]

ACADEMIC QUALIFICATIONS

[Redacted academic qualifications text]

PROFESSIONAL EXPERIENCE

[Redacted professional experience text]

RH

NO

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

mt

mt

**KHANT KHANT THAW CV (Business Development Manager) For the FERD Contract
The Business Development Manager is responsible for bid submission and EDULINK –
FERD-AICS Liaison**

[REDACTED]

EDUCATION

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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WORKING EXPERIENCE

[REDACTED]

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sub

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[REDACTED]

12/1

12/1

Eugene Quah – Business Development Executive for FERD Contract

[Redacted]

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MA



This is to certify that

EDULINK

is approved to deliver
LCCI qualifications from Pearson

Centre number:

MYAN8100



This plaque is valid only when displayed with a current centre approval certificate

Handwritten signature in blue ink

Handwritten signature in black ink



Centre Approval Certificate

This is to certify that

EDULINK

is approved to offer: LCCI International Qualifications

Centre Code: MYAN8100

Valid until: 31 December 2019

Derek Richardson
Responsible Officer
Pearson Education



POST 01070238 041

Terms and conditions for Certificates for Approved or Recognised Centres.

ALWAYS LEARNING

PEARSON

mt *nt*

1. The issuance of this certificate attests that "you" (the centre named on the front of this certificate) have been approved as an approved or recognised centre by Pearson ("us" /"we") as at the date on the face of this Certificate.
2. Your status as a recognised Pearson centre and your retention of this certificate is subject to your compliance with the terms and conditions contained in the form which you completed and signed on application for approved status, these terms and conditions, the identity guidelines and any other terms of guidance issued by us from time to time (collectively "Pearson Terms and Conditions").
3. By retaining this certificate and/or displaying this certificate, you are deemed to accept the Pearson terms of approval. A copy of the Pearson terms are available from us on request or from our website under policies, Pearson UK Centre and Qualification Approval terms and Conditions.
4. You agree to us conducting any audit we deem necessary to ensure compliance with the Pearson Terms. We will give you reasonable notice of such an audit.
5. You are permitted to display this certificate at your premises (and nowhere else) to attest your status as a recognised Pearson centre. If your status is withdrawn or altered, we will send you a withdrawal notice and the provision of clause 10, below, will take effect.
6. This certificate is and will remain the property of Pearson Limited at all times.
7. This certificate is personal to you and is not transferable to any other company, centre or individual.
8. We reserve the right to withdraw this certificate and your status as a recognised centre if (a) at our discretion, you have failed to comply with Pearson terms (b) you become insolvent or cease to trade for any reason or (c) you are in arrears with any payments due to us.
9. You may notify us in writing if you wish your status as a recognised Pearson centre to be withdrawn. We are entitled at our discretion, to infer that this is your intention if you do not register or enter learners on Pearson Limited accredited courses for a period of 12 months. In all cases referred to in clauses 8 and 9, we will write to you giving you notice of withdrawal of this certificate ("withdrawal notice").
10. Upon receipt of a withdrawal notice, you will immediately (a) return this certificate to us and (b) remove all references to Pearson Limited, any of our courses or any trade mark or trade name belonging to us from your premises and all and any of your promotional or advertising material.
11. You must not alter, deface or modify this certificate.
12. You may request that we make amendments or modifications to the certificate. We will act on these requests at our discretion.
13. You may not copy the certificate without written consent.
14. You must take reasonable security measures to prevent loss, theft of, or damage to, this certificate and you must notify us immediately if this certificate is lost, stolen or defaced. We may, at our discretion, issue you with a replacement.
15. The issuing of this certificate does not provide you with any licence to use any trademarks or intellectual property of Pearson Limited. We may separately licence you to use our intellectual property, including our trademarks and your use shall be subject to Pearson Terms.
16. The issuance of this Certificate does not create any joint venture, agency relationship or partnership between us.
17. We may vary or add to Pearson terms at our discretion and we will notify you of such variations in writing. If you do not wish to adhere to any variation, you may notify us in accordance with clause 9 above. Your retention of this certificate for a period of 30 days after receipt of the variation will be deemed acceptance of the varied terms.
18. Any disputes arising out of the issuance of this certificate shall be governed by, and construed by English Law and the Courts of England shall have non-exclusive jurisdiction.





Certificate of Completion

This is to certify that

has satisfactorily passed the
University Foundation Program at
EduLink Myanmar

On this day the 31st of August 2016



Tony Cullen Executive
General Manager, Marketing
and Sales, University
Programs



Eugene Quah
CEO, EduLink Australia

Students who successfully complete the University Foundation Program at EduLink Australia in Myanmar will be eligible for entry into the corresponding diploma programs (or equivalent first year degree programs across the Navitas group). Suitability for entry into Navitas programs will be determined upon application to Navitas and subject to meeting the academic and English proficiency entry requirements for specific course being applied for.

ABN 62 109 813 809





UNIVERSITY of CAMBRIDGE
ESOL Examinations

Cambridge ESOL
1 Hills Road
Cambridge
CB1 2EU
United Kingdom

Telephone: +44 1223 553355
Facsimile: +44 1223 460278

[Redacted]

11/06/2009

Dear [Redacted]

We are pleased to advise that you have successfully rated certification materials for IELTS. You may therefore examine IELTS from now on. Please would you note that the dates given below are the most recent dates on which you were certificated for either the Speaking or Writing modules.

Please also note that you are certificated for two years only from the dates listed below for each module. If two years has passed since either of these dates you will need to re-certificate before examining again.

Please note your examiner certification details as follows.

Examiner Certification Details

Trent Nelson

[Redacted]

Writing Certification Date 07/06/2009
Speaking Certification Date 31/05/2009

Please use your Examiner Number on all IELTS documentation and correspondence. You should note that it is a unique number and should never be used by anybody else.

All working IELTS examiners will be asked to rate additional certification materials on a regular basis to ensure they are rated within acceptable standards of reliability established for IELTS.

Yours sincerely

IELTS Administrator



llt

10



Project AID 11087 – CIG 8187084372

**Invitation to bid for the provision of English training courses to FERD staff
for the project activities of the Italian Agency for Development Cooperation**

**ANNEX G
ECONOMIC OFFER**

Please complete the following form with accurate and reliable information.

As specified in the Invitation to Bid, the Financial Offer must be:

- stamped and signed by the Bidder or his/her duly authorized representative;
- clearly legible to eliminate any possible doubt as to wording or figures;
- the financial offer must be in EURO currency only. No other currency will be accepted.

The Offer and any other requested document shall be in English language only.

Please note that any Offer exceeding EUR 85,000.00 will be disregarded.

MYANMAR - Sede di YANGON
41-7b Inya Myaing, Shwe Taung Gone
Bahan Township, Yangon
Tel. (+95.1) 538730, 538732
E-mail: segreteria.yangon@aics.gov.it
www.aicsvangoon.org

na *dit*

[Handwritten signatures and initials]



Name of the Organization/Bidder: Strategic Synergy Co., Ltd. (trading name as EDULINK)
Regarding the Service “Invitation to bid for the provision of English training courses to FERD staff for the project activities of the Italian Agency for Development Cooperation – AID 11087.”
CIG n. 8187084372 and in conformity with the indications and requirements provided in the Invitation to Bid, the Economic Offer of my Organization is:

(numbers) 85,000 (letters) Eighty-five thousand EURO (due taxes included)

The Economic Offer breakdown based on requirements listed in “Annex A – Terms of Reference” is the following

Activity	EURO Amount in words	EURO Amount in figures
Activity 1 – Placement test	Three thousand and three hundred twenty	3,320
Activity 2 - Update of proposed methodology	Six hundred	600
Activity 3 - Training modules – Part 1	Thirty nine thousand and six hundred ninety	39,690
Activity 4 – Mid-term test	Eight hundred and fifty	850
Activity 5 - Training modules – Part 2	Thirty nine thousand and six hundred ninety	39,690
Activity 6 - Final test	Eight hundred and fifty	850
TOTAL	Eighty five thousand	85,000

2


The detailed cost breakdown is provided in the duly filled “Annex H – budget template”
Signed by the Bidder (or by the legally authorized representative)


Name	Khant Khant Thaw
Price (in figures)	85,000 EUR
Price (in letters)	Eighty-five thousand euro
Firm and Position	Strategic Synergy Co. Ltd. (trading name as EDULINK) Business Development Manager

Handwritten signature in blue ink.

Handwritten signatures and initials in black ink.



Signature	 Khant Khant Thaw Business Development Manager
Date	27.02.2020



BANK ACCOUNT FORM

Banking details

Account name: Strategic Synergy Co., Ltd

Ac [REDACTED]

Currency: EURO

[REDACTED]

3

Address of bank branch

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Account holder's data

Account holder: Eu Gene Quah

Street & number: 04/001,002,003,004-006,007, Level 4, Junction Square.

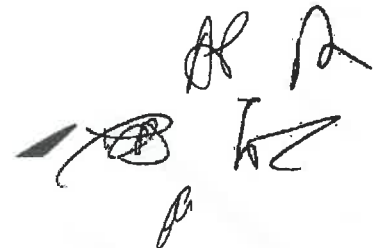
Town/city country: Kamayut Township

Postcode: 11041

Date 27.02.2020



MYANMAR - Sede di YANGON
41-7b Inya Myaing, Shwe Taung Gone
Bahan Township, Yangon
Tel. (+95.1) 538730, 538732
E-mail: segreteria.yangon@aics.gov.it
www.aicsvangoon.org





Eugenio



Director
Signature of account holder

Bidder should clearly state whether they already have a EURO Currency Bank Account. If not, the following Self-Declaration shall be filled in and signed.

DECLARATION

As person in power of attorney, I declare that my Organization is presently not provided with a Current Account in Euro Currency. In case our Bid will be successful, I hereby confirm that a current account in Euro currency will be opened at Bank _____

Date 27.02.2020

Signature

no *Must*

K
OP
OR

Invitation to bid for Technical Assistance services for the project activities of the Italian Agency for Development Cooperation - AID 11087
CIG: B187084372

Annex H - Budget template

Activity	Budget lines	Type of units [...]	Unitary price [...]	Number of units [...]	Total [...]
1 Activity 1 - Entry level English language test	1.1 Human resources <i>(please provide detail of human resources to be employed according to the proposed methodology)</i>	Academic assistants to manage the entry level English language test	100	2	200
		Teachers to conduct the entry level English language test to participant	500	2	1000
		Administration and Human Resources Department to manage HR	100	2	200
		Finance Department to manage the finances	100	2	200
					0
	1.2 Training material <i>(please provide detail of training material to be used according to the proposed methodology)</i>	Questions and answer sheets		70	210
					0
	1.3 Administrative and management costs <i>(please provide detail of administrative and management costs according to the proposed methodology)</i>	Director of Studies to coordinate and manage quality control for entry level English language test	400	1	400
		Director to manage the whole project	300	1	300
		Business Development Manager to support and assist the project	210	1	210
	Transportation and hotel charges for Director of studies, teachers, director and	60	10	600	
TOTAL ACTIVITY 1					3930
2 Activity 2 - updates of proposed methodology	2.1 Human resources <i>(please provide detail of human resources to be employed according to the proposed methodology)</i>	Academic assistants to assist director of studies for documentation matters	100	1	100
	2.2 Training material <i>(please provide detail of training material to be used according to the proposed methodology)</i>	Material fees - to do the methodology	25	4	100
	2.3 Administrative and management costs <i>(please provide detail of administrative and management costs according to the proposed methodology)</i>	Director of studies - to update the proposed methodology according to the new	400	1	400
	TOTAL ACTIVITY 2				600
3 Activity 3 - Training modules - Part 1	3.1 Human resources <i>(please provide detail of human resources to be employed according to the proposed methodology)</i>	Academic assistants to assist teachers for the preparation of teaching material	100	6	600
	3.2 Training material <i>(please provide detail of training material to be used according to the proposed methodology)</i>	Course Books	17	70	1190
		Supplementary Material (packages of paper)	10	70	700
	3.3 Administrative and management costs <i>(please provide detail of administrative and management costs according to the proposed methodology)</i>	Director of studies to monitor the teaching method of teachers to achieve learning objectives	440	6	2640
	Teachers to deliver the English training	4280	6	25680	
	Transportation and hotel charges for teachers	1500	6	9000	
TOTAL ACTIVITY 3				33900	
4 Activity 4 - Mid term test	4.1 Human resources <i>(please provide detail of human resources to be employed according to the proposed methodology)</i>	Academic assistants to assist teachers for preparing test material	100	1	100
	4.2 Training material <i>(please provide detail of training material to be used according to the proposed methodology)</i>	Questions and answer sheets		70	350
	4.3 Administrative and management costs <i>(please provide detail of administrative and management costs according to the proposed methodology)</i>	Director of studies - transportation and hotel charges to monitor the mid term test	200	2	400
	TOTAL ACTIVITY 4				850
5 Activity 5 - Training modules - Part 2	5.1 Human resources <i>(please provide detail of human resources to be employed according to the proposed methodology)</i>	Academic assistants to assist teachers for the preparation of teaching material	100	6	600
	5.2 Training material <i>(please provide detail of training material to be used according to the proposed methodology)</i>	Course Books	17	70	1190
		Supplementary Material (packages of paper)	10	70	700
	5.3 Administrative and management costs <i>(please provide detail of administrative and management costs according to the proposed methodology)</i>	Director of studies to monitor the teaching method of teachers to achieve learning objectives	440	6	2640
		Teachers to deliver the English training	4280	6	25680
	Transportation and hotel charges for teachers	1500	6	9000	
TOTAL ACTIVITY 5				33900	
6 Activity 6 - Final test	6.1 Human resources <i>(please provide detail of human resources to be employed according to the proposed methodology)</i>	Academic assistants to assist teachers for preparing test material	100	1	100
	6.2 Training material <i>(please provide detail of training material to be used according to the proposed methodology)</i>	Questions and answer sheets		70	350
	6.3 Administrative and management costs <i>(please provide detail of administrative and management costs according to the proposed methodology)</i>	Director of studies - to monitor the final test and support for end of course project	200	2	400
	TOTAL ACTIVITY 6				850
TOTAL					65000

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Handwritten signature in black ink: Khant Khant Thaw

Project AID 11087 – CIG 8187084372

**Invitation to bid for the provision of English training courses to FERD staff for
the project activities of the Italian Agency for Development Cooperation**

ANNEX I

AICS LOGO (sample)



MYANMAR - Sede di YANGON
41-7b Inya Myaing, Shwe Taung Gone
Bahan Township, Yangon
Tel. (+95.1) 538730, 538732
E-mail: segreteria.yangon@aics.gov.it
www.aicsyangon.org





Recap of annexes and sources

Annex of the Contract	N.	Kind of document	Source
	1	Service Contract & Special Conditions	Invitation to Bid
	2	General Conditions	Invitation to Bid
A	3	Terms of Reference	Invitation to Bid
F	4.1	Technical Offer – Methodology and Personnel and Organizational Aspects	Offer submission – Prot. AICSY-IN-186-2020-02-27
	4.2	Technical Offer – English Language Training – Technical Proposal Amendments	Technical Proposal Amendments (II Submission amendments) – Prot. AICSY-IN-412-2020-04-15
	4.3	Technical Offer – CVs: <ul style="list-style-type: none"> - Trent Nelson - Barbara Milburn - Christopher Morton - Robert Holmes - Khant Khant Thaw 	Technical Proposal Amendments (I Submission amendments) – Prot. AICSY-IN-328-2020-03-23
	4.4	Technical Offer – Cv: <ul style="list-style-type: none"> - Eugene Quah 	Technical Proposal Amendments (II Submission amendments) – Prot. AICSY-IN-412-2020-04-15
	4.5	Technical Offer – Certificates	Technical Proposal Amendments (I Submission amendments) – Prot. AICSY-IN-328-2020-03-23
G	5.1	Economic Offer – Economic offer and Bank Account	Offer submission – Prot. AICSY-IN-186-2020-02-27
H	5.2	Economic Offer – Budget	Technical Proposal Amendments (I Submission amendments) – Prot. AICSY-IN-328-2020-03-23
D	6.	Timeline	Technical Proposal Amendments (I Submission amendments) – Prot. AICSY-IN-328-2020-03-23
I	7.	AICS Logo	Invitation to Bid

Phil *VA*

