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| --- | --- |
| **Language Classes for employees of GIZ (Framework agreement)** | **Project number/ cost centre:**  **08.9217.4-001.00** |

**Terms of reference**

1. **List of abbreviations**

AG Commissioning party

AN Contractor

AVB General terms and conditions of contract (‘local terms and conditions’) for supplying services and work on behalf of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH in Ukraine

CEFR Common European Framework of Reference for Languages

ToRs Terms of reference

1. **Context**

As a global service provider in the field of international cooperation for sustainable development and international education work, we are dedicated to shaping a future worth living around the world. GIZ has over 50 years of experience in a wide variety of areas, including economic development and employment promotion, energy and the environment, and peace and security. The diverse expertise of our federal enterprise is in demand around the globe – from the German Government, European Union institutions, the United Nations, the private sector and governments of other countries. We work with businesses, civil society actors and research institutions, fostering successful interaction between development policy and other policy fields and areas of activity. Our main commissioning party is the German Federal Ministry for Economic Cooperation and Development (BMZ).

The commissioning parties and cooperation partners all place their trust in GIZ, and we work with them to generate ideas for political, social and economic change, to develop these into concrete plans and to implement them. Since we are a public-benefit federal enterprise, German and European values are central to our work. Together with our partners in national governments worldwide and cooperation partners from the worlds of business, research and civil society, we work flexibly to deliver effective solutions that offer people better prospects and sustainably improve their living conditions.

**Notes on tender**

The purpose of this tender is to conclude a framework agreement for the provision of **Language classes for English, German for national staff of GIZ Ukraine and Ukrainian for international staff of GIZ Ukraine (both group and individual lessons)** by qualified experts during the term of the agreement. The aim is to commission one contractor under a single framework agreement*.* The assignments for the provision of Language classes are called off under this framework agreement.

The tenderer with the highest number of points allocated for the technical-methodological concept (see Ch. 3), the proposed personnel (see Ch. 4) and price shall be awarded the contract.

**It is not possible to submit a tender for classes in one or two of the languages specified above, but tenderers are asked to calculate their financial tenders based exactly on the parameters specified in Chapter 5 Quantitative requirements of this ToR.**

1. **Tasks to be performed by the contractor**

GIZ Ukraine is considering their staff as the most important factor for archiving success and performance in the country strategy. GIZ Ukraine would like to provide national staff members with possibility to improve their English and German language skills in order to increase better understanding with international staff members and improve communication effectively, as well as to provide international staff members with an opportunity to learn Ukrainian language.

Language classes (English, German and Ukrainian for foreigners) will help to increase the level of language knowledge of national and international personnel and to overcome the language boundaries effectively and more easily while communication and information exchange.

The objective of this assignment is provision of educational services: English and German language courses for national employees, as well Ukrainian language classes for international staff members of GIZ Ukraine, which will increase the level of language knowledge of GIZ personnel.

* 1. **Language classes for English, German for national staff of GIZ Ukraine and Ukrainian for international staff of GIZ Ukraine (both group and individual lessons)**

The Contractor is obliged to provide 1-2 lessons per week per each created group as agreed in advance with GIZ focal point.

1 lesson = 90 minutes.

*Group size***:** 4–6 participants.

*Level:* A1 -С2 in accordance withCEFR;

*Format***:** online (MS Teams).

| ***CEFR (Common European Framework of Reference for Languages) Level*** | ***Common Name (Courses, Books, Exams)*** | ***Description*** |
| --- | --- | --- |
| **A1** | Beginner | Can understand and use basic everyday expressions, introduce themselves, ask/answer simple questions. |
| **A2** | Elementary | Can communicate in simple and routine tasks, describe immediate needs, talk about familiar topics. |
| **B1** | Pre-Intermediate / Intermediate (lower) | Can deal with most situations while traveling, write simple texts, talk about experiences and events. |
| **B2** | Upper-Intermediate | Can interact with fluency, understand main ideas of complex texts, produce clear, detailed speech and writing. |
| **C1** | Advanced | Can use English flexibly and effectively for social, academic, and professional purposes, express ideas fluently. |
| **C2** | Proficient / Mastery | Can understand virtually everything heard or read, summarize information, express themselves very fluently and precisely. |

It is expected that these estimated and maximum amounts will be distributed among the individual lots as follows:

|  |  |
| --- | --- |
|  | Amounts during the t term of the agreement  (24 months) |
| English | Max. amount (group lessons): 4600  Max. amount (individual lessons): 1920 |
| German) | Max. amount (group lessons): 2800  Max. amount (individual lessons): 1920 |
| Ukrainian | Max. amount (group lessons): 1920  Max. amount (individual lessons): 1920 |
| English, German (speaking club) | Max. amount (speaking clubs): 1600 |

This is merely an *estimate*; actual call-off amounts may vary annually. There is no entitlement to an actual call-off in the stated order of magnitude, nor do the estimated and/or maximum amounts constitute minimum purchase amounts.

* 1. **Conducting on-line Speaking Clubs for English and German (group classes) for national staff of GIZ Ukraine**

The Contractor is obliged to provide 1 lessons per week per each created group as agreed in advance with GIZ focal point.

1 lesson = 90 minutes.

*Group size***:** 6–10 participants

*Format***:** online (MS Teams).

*Level:* B2 -С2 in accordance withCEFR;

The amount of Speaking Club classes: up to 1600 lessons.

Speaking clubs shall:

* be conducted in an informal learning environment where participants practice foreign languages through conversation. The main goal is improving speaking fluency, listening comprehension, and cultural awareness.
* be focused on everyday English/ German communication, professional discussions, or cultural topics.
* include role plays, debates, small group discussions, games, and presentations.
* *Materials:* pre-read articles, videos, or topics.

The Contractor shall:

* Prepare and conduct online language classes for national and international staff members of GIZ Ukraine
* Conduct an assessment of participants language proficiency via testing and form groups according to the assessed levels.   
  Mandatory language testing shall be conducted before starting a course (identification of language knowledge level), as well as after each completed level.

provide at own costs all materials and equipment necessary for language classes.

* provide name certificates to all participants. Upon the request of the participant, the certificate can be both in electronic and in paper/plastic form.
* provide all the necessary preparation before language classes beginning, including checking up of the equipment necessary for language classes.
* ensure that the content and facilitation style are adapted; use of practical topics relevant to participants professional and every day communication; integration of role-plays, debates, problem-solving exercises etc.
* report about language classes results
* conduct language classes as scheduled, providing substitutes (technical backstopping) in case of certain teacher’s absence.
* provide one assigned teacher who will conduct the classes on a constant basis. In case of unavailability of the assigned teacher, the school must provide the group with a replacement only with the consent of GIZ.
* Follow the scheduled language classes. Change of schedule of language classes on the initiative of the school is possible only with the consent of GIZ.
* manage accounting processes and invoicing in line with the requirements of GIZ.*.*The contractor reports regularly to GIZ in accordance with the current AVB of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH, providing monthly reports online and in hard copies.

**GIZ has the right to:**

* Cancel lesson not less than 24 hours before the lesson
* Demand substitute of the teacher in case the group is not satisfied with teacher’s professionalism and knowledge
* Increase/ decrease the quantity and levels of the lessons

Certain milestones, as laid out in the table below, are to be achieved during the contract term:

|  |  |
| --- | --- |
| **Milestones/process steps/partial services** | **Anticipated deadline/place/person responsible** |
| presentation of the Contractor to the staff of GIZ Ukraine, including clear instructions on the algorithm of cooperation with the language school | account manager within 1-2 months since contract start |
| MS Teams invitations to online classes to be sent out to each participant in advance prior to lessons start | account manager/respective teacher prior to lesson start |
| testing of employees at the beginning of learning and after completion of each level | account manager/respective teacher before forming group and upon completion of each level |
| providing certificates to employees upon successful completion of a certain level | account manager/respective teacher upon completion of each level |
| Issuing invoices and acts of service delivery, including detailed reports (including attendance rates and participation statistics, as well as any available data on employee engagement and progress) | account manager/respective teacher on a regular basis |

The contract duration is from 01.01.2026 till 31.12.2027

* 1. **Deliverables and Reporting**

The Contractor will be responsible for the following:

|  |  |  |
| --- | --- | --- |
| **Reporting/ Deliverable #** | **Requirements to the format** | **Anticipated period, by** |
| Invoice + act of service delivery | Hard copy with stamp and signature from provider’s side, as well as online format \*(pdf and xls) sent via email | Monthly |
| Monthly reports (detailed information on each participant) | Hard copy stamp and signature from provider’s side, as well as online format \*(pdf and xls) sent via email | Monthly |
| Any additional statistics upon GIZ Ukraine’s request \*(i.e. statistics per employee or per group, per teacher etc.) | In electronic format (xls or pdf) | Upon request |

1. Concept (technical-methodological design)

In the bid, the tenderer is required to show *how* the objectives defined in Chapter 2 (Tasks to be performed) are to be achieved, if applicable under consideration of further method-related requirements (technical-methodological concept). In addition, the tenderer must describe the project management system for service provision.

Note: The numbers in parentheses correspond to the lines of the technical assessment grid.

**Technical-methodological concept**

The tenderer presents and justifies the explicit strategy (lesson program) with which it intends to provide the services for which it is responsible (see Chapter 2 Tasks to be performed) (1.1.2)., **that means:**

* Provide three prescribed lesson programs (approximate structure and content of a lesson) suitable for each language for language levels divided into 3 groups. This means that a total of three programs are to be submitted, with each program designed in accordance with the relevant CEPF level and applicable across the three languages.

A1 – A2 (one lesson program for English, German and Ukrainian) -basic level

B1 – B2 (one lesson program for English, German and Ukrainian)- intermediate level

C1 – C2 (one lesson program for English, German and Ukrainian)- advanced level

The content covered is clearly stated in the lesson's description.

* Balance between listening, reading, speaking and writing parts of the lesson reflected in the lesson program: Ensure participants have enough time to absorb and practice listening, reading, speaking and writing skills without feeling rushed. The expected balance is equal coverage of all four competencies, as well as grammar.
* The possibility of using variety of different instruments and approaches including digital tools is displayed in the program (for example, division into mini-groups, interactive exercises, role play, etc.): description what tools are used.
* Lesson program is relevant to the CEFR language level - the content matches the requirements described in Para.2, Task.

1. Personnel concept (proposed staff)

The Contractor is required to provide personnel who are suited to filling the positions described, on the basis of their CVs (see Chapter 10), the range of tasks involved and the required qualifications.

The below specified qualifications represent the requirements to reach the maximum number of points in the technical assessment.

All positions must be covered. One teacher may be proposed for multiple languages provided that the required qualifications for each language are met, and the same CV may be submitted for more than one language position. However, the bidder must ensure sufficient teaching capacity so that the performance of services is not dependent on a single individual teacher.

If the Contractor provides fewer teachers than the number of positions described, the teachers will be assessed for all requirements and qualifications for all positions they are intended to cover. The Contractor may provide teachers who can cover several languages, so that we can ensure reaching the required number of teachers: 10 for English, 6 for German and 2 for Ukrainian.

## Requirements to Teacher pools 1-3

min. 10 and max. 20 teachers for English classes (teacher pool 1),

min. 6 and max. 20 teachers for German classes (teacher pool 2),

min. 2 and max. 20 teachers for Ukrainian classes (teacher pool 3).

Tasks of the teachers assigned to teacher pools

* Delivering English/German/Ukrainian language lessons with a duration according to the requirements described in ToR.
* Overall responsibility for the quality of lessons and the deadlines
* Coordinating and ensuring communication with GIZ employees from his/her group
* Regular performance tracking and reporting in accordance with deadlines and providing each participant with a feedback

Qualifications of the teachers assigned to teacher pools

* Education/training (2.5.1, 2.6.1, 2.7.1): Bachelor or Master degree
  + in English (teacher pool 1)
  + in German (teacher pool 2)
  + in Ukrainian (teacher pool 3)
  + or accordingly in one of the following specialities relevant to the required education/training for the respective teacher pool: linguistics, pedagogics, philology, literature, translation and interpreting
* General professional experience (2.5.3, 2.6.3, 2.7.3 ): 3 years of professional experience in the conducting of language classes
  + in English (teacher pool 1)
  + in German (teacher pool 2)
  + in Ukrainian (teacher pool 3)

Soft skills of teachers

In addition to their specialist qualifications, the following qualifications are required of team members:

* Team skills
* Initiative
* Communication skills
* Socio-cultural skills
* Efficient, partner- and client-focused working methods
* Interdisciplinary thinking

# Costing requirements

## Assignment of personnel and travel expenses

**Specification of inputs**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item | **Unit of measurement** | **Quantity, up to** |  | **Comments (if any)** |
| English (group lesson) | **lesson** | **4600** |  |  |
| English (individual lesson) | **lesson** | **1920** |  |  |
| German (group lesson) | **lesson** | **2800** |  |  |
| German (individual lesson) | **lesson** | **1920** |  |  |
| Ukrainian (group lesson) | **lesson** | **1920** |  |  |
| Ukrainian (individual lesson) | **lesson** | **1920** |  |  |
| English, German (speaking club) | **lesson** | **1600** |  |  |

# Inputs of GIZ or other actors

GIZ and/or other actors are expected to make the following available:

* names and email addresses of the employees to be enlisted to the language classes

1. **Call-off contract / individual assignment (“booking”)**

The call-off contract is issued in text form (via email), as soon as an assignment is required.

For required services GIZ focal point shall send a list of approved participants to the Contractor via e-mail with 3 – 5 days in advance. The Contractor shall conduct knowledge assessment and based on the results , propose the group composition. Upon completion, the Contractor shall provide the finalized group allocations to the GIZ focal point in writing. Any subsequent changes to the participant list, including additions or removals, shall be communicated in writing by the GIZ focal point and the Contractor shall confirm in writing the corresponding updates to the group composition, specifying from which group a participant has been removed or to which group a participant has been added.

1. **Financial provisions**
   1. **Contract value and anticipated payment schedule**

The contract value shall be calculated according to the format of the commercial bid.

**Anticipated payment schedule:**

In consideration of services completed, the Contractor shall be paid on a monthly basis upon issuing of the invoice, act of service delivery and a detailed report.

* 1. **Financial proposal**

The total cost of the Contract is set in UAH, including all direct and related expenses, taxes and fees, incl. VAT (if applicable).

All costs connected to the contract implementation, e.g. connected management staff, should be covered according to the received amount of the total value of the Contract. No additional budget lines are allowed.

* 1. **Payment Conditions**
* The Contractor shall be paid 100% post payment upon performance in the agreed instalments.
* All the payments shall be done exclusively in the national currency of Ukraine (UAH) by means of a bank transfer to the bank account of the Contractor;
* All the activities shall be done exclusively within the timeframe of the Contract;
* All the payments shall be done exclusively for the actually performed works/services (“up to”), on the ground of original invoices, acts of acceptance and detailed monthly reports, submitted in original form within 15 working days after their submission by the Contractor and acceptance by GIZ. The invoice is considered not accepted for payment in case of errors and/or provision of an incomplete package of documents for payment.
  1. **Requirements to the submission of the financial reporting documents**
* Originals of Invoices, acts of acceptance etc. shall be submitted to the address of the GIZ Project together with the technical documents (reporting/ deliverables) and other financial supporting documents as and if stipulated by the Contract. If the prices in the contract are specified in foreign currency, the Contractor is obliged to indicate prices in all invoices and/or acts of acceptance in two currencies: in foreign currency and in the equivalent amount in UAH and to indicate applied currency exchange rate in accordance with Contract conditions.

- Each invoice and act of acceptance shall contain the Project Number, contract number and the percentage for cost split as follows:

* Indicate project number ad %
* Indicate project number ad %
* By submitting the Invoice the Contractor should indicate (in the invoice) whether the Contractor is a Single Tax Payer (e.g. 5%, 2%) or a VAT Payer (20%);

1. **Other Provisions**
   1. **General**

The Contract will be signed by the Parties in original form. Each Party agrees to provide the other Party with the original signed Contract and annexes. In this case, the Party that sent the Contract is responsible for the authenticity of the signatures of its authorized representatives and imprint of seal (if any).

The implementation of activities under present Contract can be started only after the Contact enters in force.

With signing of this contract, the parties are fully aware of the respective GIZ provisions, namely General terms and conditions of contract for supplying services and work on behalf of the Deutsche Gesellschaft fur Internationale Zusammenarbeit GmbH in Ukraine, Code of Conduct for Contractors of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH and Supplements to General Terms of contract governing Contracts with Appraisers/Firms of Consultants (local) published on the link [Ukraine Tenders | GIZ](https://www.giz.de/en/regions/europe/ukraine/tenders) (section “Terms of procurement of services”/ секція “Умови закупівель послуг”) and such provisions shall be binding on the parties as if stated in full in this agreement.

On the date of signing this Contract, the Contactor confirms that in accordance with the Tax Code of Ukraine, the Contractor is/is not *(shall be specified at the time of contract preparation by the procurement unit responsible for contract preparation)* a payer of value added tax under general conditions.

In case if on the date of Contract signing the Contractor is not registered as a VAT payer and during execution of the Contract the Contractor becomes registered as a VAT payer, the cost of the Contract remains unchanged and is to be considered with VAT. *(shall be deleted in cases VAT free procurements)*

The Contractor shall be responsible for all taxes and other payments according to the Ukrainian law. Taxes, levies or fees to the Government of Ukraine shall be paid by the Contractor.

Contact person from GIZ side responsible for contract implementation and communication with the Contractor (GIZ focal point) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(indicate name/-s, surname/-s, phone/-s, e-mail/-s) (shall be specified at the time of contract preparation by the procurement unit responsible for contract preparation)*

The Contractor shall be solely responsible for all the security issues according to the own security concept during the implementation of the Contract. GIZ shall not be reliable and/or responsible for any damages and/or injuries occurred during the implementation of the Contract by any Person directly or indirectly involved into the implementation of the Contract and/or by any other third Person.

The Contractor is obliged to provide the originals of documents indicated in the special agreement at his own expense.

Additionally, the Contractor must:

* be a registered legal entity/private entrepreneur in Ukraine;
* not be on the sanctions list of Ukraine, the EU, the UN;
* ensure that the final beneficiaries/participants are not on the sanctions list of Ukraine, the EU, the UN;
* not be in the process of termination;
* not be registered on temporary occupied territories of Ukraine;
* not have the ultimate beneficial owner, member or participant (shareholder), having a share in the authorized capital of 10 percent or more, which is the Russian Federation, the Republic of Belarus, the Islamic Republic of Iran, a citizen of the Russian Federation, the Republic of Belarus, the Islamic Republic of Iran except for those who live on the territory of Ukraine on legal grounds, or a legal entity created and registered in accordance with the legislation of the Russian Federation, the Republic of Belarus, the Islamic Republic of Iran.

GIZ reserves the right to verify the information at any time. The tenderer confirms that he agrees to the processing of personal data in accordance with the provisions of the EU General Data Protection Regulation (GDPR) and the Law of Ukraine "On the Protection of Personal Data" No. 2297-VI dated 01.06.2010.

* 1. **VAT Exemption** *Not Applicable*

# Data protection

# The performance of the contract may be associated with the processing of personal data by the contractor, such as (but not limited to) names and contact information and who would alone define the nature of such data and how such processing would be carried out. In such cases, the contractor shall act as an independent DATA CONTROLLER and must alone comply with ALL applicable data protection obligations, including those stemming from regional and local laws. The contractor shall process personal data only when a given goal cannot be reasonably attained without such data. The data protection principles such as lawfulness, data minimization, accuracy, purpose limitation, storage limitation, transparency, integrity and confidentiality, and accountability, as well as the numerous rights of the data subject must be paid due attention. The GIZ is NOT in any way responsible for such processing.

If the contractor is not subject to the GDPR and the applicable laws do not contain any explanation on the data protection principles and rights mentioned here, the definitions and meanings provided by the GDPR (Regulation (EU) 2016/679) should be considered.

1. **Requirements to the format of the bid**
   1. **Documents to be submitted**
      1. **Technical bid**

Tenderers must provide the following documents:

a technical bid containing

* a description of the methodology proposed in relation to the identified tasks. **Technical bid must be signed and stamped (if stamp is used); Technical** bid consists of three programs with each program designed in accordance with the relevant CEPF level and applicable across the three languages according to Para. 3 (1.1.2).
* resumes of experts with relevant work experience, qualifications (education).
* portfolio of company with indication of required information indicated in Para.11.1.4 and with min 3 reference letters for language schools

The structure of the technical bid must correspond to the structure of the ToRs. In particular, the detailed structure of the concept (Chapter 3) should be organised in accordance with the positively weighted criteria in the assessment grid (not with zero). The technical bid must be legible (font size 11 or larger) and clearly formulated. It must be drawn up in English / Ukrainian (language).

The complete technical bid must not exceed 25 pages (excluding CVs). If one of the maximum page lengths is exceeded, the content appearing after the cut-off point will not be included in the assessment. External content (e.g. links to websites) will also not be considered.

The CVs of the personnel proposed in accordance with Chapter 4 of the ToRs must be submitted using the format specified in the terms and conditions for application (if such format of CV is set). They must clearly show the position and job the proposed person held in the reference project and for how long. The CVs must be drawn up in English / Ukrainian (language) and should not exceed 3 pages.

**The technical bid must not include any financial information such as daily fees for experts or any other payments. Otherwise the bid will be disqualified.**

* + 1. **Commercial bid**

The commercial bid must include the costs associated with the implementation of the assignment and must be provided according to the format provided in the tender documentation.

**Commercial bid must be signed and stamped (if stamp is used).**

* + 1. **Registration documents of the tenderer**

Shall be provide according to the requirements of tender documentation

* + 1. **Documents for tenderer’s eligibility confirmation**

|  |  |
| --- | --- |
| **The tenderer is obliged to conform to the following eligibility requirements:** | **The tenderer must provide the following document to confirm the compliance with eligibility requirements:** |
| Proven track record: to be minimum 8 years on the market of delivering language lessons services | Portfolio of the company with indication of required information (brand name/ language school name in case if additional info check is required) |
| Industry knowledge: providing corporate language lessons to at least 10 companies | Portfolio of the company with indication of names of at least 10 companies |
| Capacity: experience of delivering 1000 corporate language classes per year | Portfolio of the company with indication of required information with min 3 reference letters for language schools. |
| Staff: to have at least 10 teachers for English classes, and at least 6 teachers for German, at least 2 teachers for Ukrainian who can provide services under the contract | Portfolio of the company with the CVs of the teachers with indication of the level not lower than C1.  One teacher may be proposed for multiple languages if qualified, and the same CV may be submitted for more than one language position. The bidder, however, must ensure sufficient teaching capacity so that the performance of services is not dependent on a individual teachers. This information should be indicated in the portfolio of the bidder in order to clarify which languages each teacher covers. |

The tenderer must

* be a registered legal entity/private entrepreneur in Ukraine;
* not be on the sanctions list of Ukraine, the EU, the UN;
* ensure that the final beneficiaries/participants are not on the sanctions list of Ukraine, the EU, the UN;
* not be in the process of termination;
* not be registered on temporary occupied territories of Ukraine;
* not have the ultimate beneficial owner, member or participant (shareholder), having a share in the authorized capital of 10 percent or more, which is the Russian Federation, the Republic of Belarus, the Islamic Republic of Iran, a citizen of the Russian Federation, the Republic of Belarus, the Islamic Republic of Iran except for those who live on the territory of Ukraine on legal grounds, or a legal entity created and registered in accordance with the legislation of the Russian Federation, the Republic of Belarus, the Islamic Republic of Iran.

GIZ reserves the right to verify the information at any time. The tenderer confirms that he agrees to the processing of personal data in accordance with the provisions of the EU General Data Protection Regulation (GDPR) and the Law of Ukraine "On the Protection of Personal Data" No. 2297-VI dated 01.06.2010.