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| **Hard skills training services for the national staff of GIZ UA**  **(Framework agreement)** | **Project number/ cost centre:**  **B300028** |

**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 class

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.

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 hard skills in the areas: MS Excel advanced (Professional) and Power BI.  
Hence, the Contactor shall provide group hard skills training services in online mode on the above-mentioned topics upon request of the Customer. Online trainings will be provided in the form of separate training sessions, which have been ordered individually by GIZ. Quantity of the participants and name of the training to be participated shall be defined by GIZ. The required services will be commissioned in one (1) lot. Tenderers may submit their bids for one lot accordingly. The tender winner will be determined for this Lot.

**It is not possible to submit a tender for one of the trainings 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**

The contractor is responsible for providing the following hard skills trainings in online mode:  
  
“MS Excel Advanced” Trainings up to 25 group sessions

“Power BI” up to 15 group sessions

**Duration of each training course is 20 hours (4 hours for 5 days)**

**Number of participants and name of the trainings will be determined based on GIZ needs. Number of participants in a group session should not be less than 6 people and should not exceed 10 people.**

Group hard skills training services in online mode, namely:

**2.1.1. MS Excel Advanced (Professional) training sessions** *which may include (but not be limited to) the following content:*

*Advanced Formulas*

* XLOOKUP, INDEX-MATCH
* Nested IFs & logical functions
* Text/date functions
* Dynamic arrays (FILTER, UNIQUE, SORT)

*Data Analysis Tools*

* Advanced filters & conditional formatting
* Data validation
* Goal Seek, Solver, Scenario Manager

*PivotTables & PivotCharts*

* PivotTables, grouping, calculated fields
* Slicers & PivotCharts
* Intro to PowerPivot

*Data Visualization*

* Combo & advanced charts
* Dynamic charts
* Sparklines
* Interactive elements (form controls)

*Power Query*

* Importing data
* Cleaning & transforming
* Merging multiple files
* Automated refreshes

*Macros & VBA (Optional)*

* Recording macros
* Editing simple VBA scripts
* Automating reporting

*Collaboration & Protection*

* Shared workbooks
* Sheet/workbook protection
* Tracking changes
* Linking files

*Capstone Project*

* Build an interactive dashboard
* Automate a recurring report
* Present insights

* + 1. **Power BI training sessions** *which may include (but not be limited to) the following content:*

*Introduction & Power BI Overview*

* Power BI Desktop, Service & Mobile
* Key concepts: datasets, reports, dashboards
* Power BI workflow basics

*Data Loading & Transformation*

* Connecting to multiple data sources (Excel, SQL, CSV, Web)
* Power Query for cleaning & shaping data
* Merging, appending, and transforming tables

*Data Modeling*

* Relationships between tables
* Star vs. snowflake schema
* Calculated columns & measures
* Introduction to DAX basics (SUM, CALCULATE, FILTER)

*Advanced DAX & Calculations*

* Time intelligence functions (YTD, MTD, QTD)
* Conditional and dynamic measures
* Advanced filtering & ranking
* Variables in DAX

*Data Visualization & Reporting*

* Standard and custom visuals
* Interactive charts & slicers
* Conditional formatting
* Tooltips & drill-through reports
* Designing user-friendly dashboards

*Power BI Service & Collaboration*

* Publishing reports to Power BI Service
* Sharing dashboards & reports
* Row-level security
* Subscriptions and scheduled refresh

*Advanced Analytics & AI Features*

* Quick Insights & AI visuals
* Q&A natural language queries
* Forecasting and trend analysis
* Integrating Python/R (optional)

*Capstone Project*

* Build an end-to-end interactive report/dashboard
* Combine multiple datasets with calculated measures
* Present actionable insights for decision-making

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

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| **Milestones/process steps/partial services** | **Anticipated deadline/ place/ person responsible** |
| Detailed description of the training programmes to be prepared and sent to GIZ Ukraine by email. | Till 10.04.2026 / online/ Contractor |
| Invitations to each session to be sent to participants’ emails with a link to MS Teams online training. | Contractor/ 1 week before each session |
| Certificate of completion of the training which includes name of the participant, date of the training, its title to be prepared in English and sent to GIZ by email. | Contactor/ 1 week after each session |
| Issuing invoices and acts of service delivery, including detailed reports (including attendance rates and participation statistics) | Contactor/ 1 week after each session |

The contract duration is two (2) years from 01.04.2026 till 31.03.2028 with the option of prolongation for two times for one year.

Contractor shall:

* provide at own costs all materials and equipment necessary for training for the trainer (expert), namely:   
   availability of a functional computer or laptop;
*  a stable internet connection;
*  a working camera and microphone;
*  access to a licensed MS Teams;
*  creation and timely distribution of MS Teams session links to participants;
*  verification of all technical settings and preparation of materials in accordance with the TOR.
* provide name certificates to all training participants.
* provide all the necessary preparation before training beginning, including checking up of the equipment necessary for training.
* report about training results
* conduct trainings in Ukrainian
* provide the nearest dates of the trainings upon GIZ request
* provide substitution: in case of impossibility to provide training with an accepted trainer, provider shall give another trainer for conducting a training among the trainers specified in the contract.
* Conduct trainings remotely via Microsoft Teams using licensed MS Office software.
* provide accompanying documentations of the trainings in English and/or Ukrainian language, namely program of training, the list of participants and reporting.

**GIZ has the right to:**

* Cancel lesson not less than 24 hours before the lesson
* Demand substitute of the trainer in case the group is not satisfied with trainer’s professionalism and knowledge

Before each training session GIZ shall send the Contractor an e-mail request from its corporate e-mail/s in the format name.lastname@giz.de. The request shall be sent to Contractor only by GIZ HR officer (GIZ Focal point) at least 20 (twenty) calendar days before the nearest desired date of training. The request for training session shall contain following information:

* name of training.
* number of participants
* list of participants for invitations.
  1. **Deliverables and Reporting:**

The Contractor will be responsible for the following:

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| **Reporting/ Deliverable #** | **Requirements to the format** | **Anticipated period, by** |
| Invoice | In English or in Ukrainian and English, signed and stamped. | 1 week after each training session. |
| Act of service acceptance | In English or in Ukrainian and English, signed and stamped. | 1 week after each training session. |
| Service entry sheet (LERF) | In English or in Ukrainian and English, signed and stamped. | 1 week after each training session. |
| Training report with a List of actual participants | In English or in Ukrainian and English in Excel. | 1 week after each training session. |
| Training certificates to participants sent out to each participant individually via email and to GIZ focal point all together as well | In English or in Ukrainian and in electronic format | 1 week after each training session. |

The Contractor shall forward reporting documents to \_\_\_\_\_\_\_ *(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)*

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 (training 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:**

The assessment of the proposed training programs will focus on their overall structure, applicability, and learning outcomes. While the content may draw on the preliminary topics described in these Terms of Reference, providers are encouraged to propose their own approaches. The trainings should be predominantly hands-on, with practical work forming the majority of the sessions (approximately 80–90%), ensuring that participants acquire the skills needed to confidently and independently use MS Excel Advanced (Professional) and Power BI in practice.

The bidder must provide the program for each day of the training (4 hours/day, 5 days, 20 hours in total), define training objectives and break them down into manageable milestones to track process of the training.

**Сooperation (1.2)**: *not applicable*

**Steering structure (1.3)**: *not applicable*

**Processes (1.4)**: *not applicable*

**Learning and innovation** **(1.5):** *not applicable*

**Project management of the contractor (1.6):** *not applicable*

## Further requirements (1.7) : *not applicable*

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.

**Short-term expert pool with minimum 2 members**

For the technical assessment, an average of the qualifications of all specified members of the expert pool is calculated. Please send a CV for each pool member (see below Chapter 10 Requirements on the format of the bid) for the assessment.

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

Tasks of the short-term expert pool (min. 2 and max. 8 trainers)

At least two (2) experts must be proposed in total for both trainings (i.e. at least two (2) experts per training). A maximum of eight (8) experts may be proposed in total for both trainings (i.e. up to four (4) experts per training).

**NB!** One expert may be proposed for both trainings if qualified and can cover both training. The bidder, however, must ensure sufficient teaching capacity (at least 2 experts per training) so that the performance of services is not dependent on individual experts.

Delivering hard skills trainings with a duration according to the requirements described in ToR.

Qualifications of short-term expert pool

Education/training (2.6.1, 2.7.1): Bachelor or Master degree in Pedagogics, Information Technology, Accounting, Applied mathematics, Automation and computer-integrated technologies, Management, Economic cybernetics and business analytics and other.

* Language (2.6.1, 2.7.2): C2-level language proficiency in Ukrainian/ native speaker of Ukrainian.
* General professional experience (2.6.3, 2.7.3): 5 years of general professional experience in educational sector.
* Specific professional experience (2.6.4, 2.7.4): 3 years in moderating and delivering services of hard skills trainings.

Soft skills of trainers

In addition to their specialist qualifications, the following qualifications are required from experts (trainers):

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

# Costing requirements

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| **#** | **Item** | **Unit** | **Quantity (up to)** |
| 1 | MS Excel advanced (Professional) | training | 25 |
| 2 | Power BI | training | 15 |

# Inputs of GIZ or other actors

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

* name of training.
* number of participants
* list of participants (names and email addresses) for invitations.

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 monthly 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 service entry sheet (LERF) , 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.

- 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.

The Contract /Supplement to this Contract (if any) enter into force upon its signing by the Parties.

If there are two different dates, then the signing date of the Contract/Supplement to this Contract (if any) is considered to be the last date of signature of one of the Parties.

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

At the same time, the Period of Assignment, during which the Contractor is anticipated to work in order to perform the Contract, is defined by the Article 3 of this Contract.

Implementation of any activities under the present Contract /Supplement to this Contract (if any) can be started only after the Contact/Supplement (if any) enters in force and must take place only during the Period of Assignment.

Costs that are incurred outside the Period of Assignment are not eligible.

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(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 liable 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*

# Outsourced processing of personal data

# 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 two training programs. Each program may include, but should not be limited to, the preliminary training contents outlined in these Terms of Reference (Para. 2.1) and information according to the Para. 3.
* resumes of experts with relevant work experience, qualifications (education).
* portfolio of company with indication of required information indicated in Para.10.1.5 and with min 3 reference letters for training provider

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 30 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**

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| **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 5 years on the market of delivering hard skills training services | Portfolio of the company with indication of required information (brand name/ training provider name in case if additional info check is required) |
| Industry knowledge: providing corporate hard skills trainings lessons to at least 10 companies | Portfolio of the company with indication of names of at least 10 companies the tenderer provided services for. |
| Capacity: experience of delivering at least 50 corporate training sessions per year | Portfolio of the company with indication of required information with min 3 reference letters for training providers |
| Staff: to have at least 2 experts for MS Excel Advanced, at least 2 experts for Power BI who can provide services under the contract.  **NB!** One expert may be proposed for both trainings if qualified and can cover both training. The bidder, however, must ensure sufficient teaching capacity (at least 2 experts per training) so that the performance of services is not dependent on individual experts. | Portfolio of the company with the CVs of the experts . If the expert is qualified to deliver two trainings, this information should be indicated in the portfolio of the bidder in order to clarify which training topics each trainer 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.