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| **BUSINESS MODEL TRAINING** | **Project number/ cost centre:**  **P.21.2146.5-003.00** |

**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

FK Expert

FKT Expert days

KZFK Short-term expert

MeHubs Makers Empowerment Hubs

ToRs Terms of reference

1. **Context**

The Makers Empowerment Hubs (MEHubs) Program aims at supporting six to seven small makerspaces within Ukraine to establish themselves locally as a place for innovation, joint experimentation, and knowledge sharing. It also aims to empower the participating makerspaces to contribute to the local development within their surroundings.

The program entails two main components: the first component is the year-round support with funding, skill development and networking to develop the makerspace. Over to course of one-year GIZ provides funding to develop and test sustainable business models in the participating makerspaces. They receive additional support to upskill their team, to develop their local partner network and to connect with other makers and makerspaces in Ukraine.

The second component encompasses a local project for Ukraine’s development, which is implemented by each of the participating makerspaces. The scope of the projects can be decided by the makerspaces themselves, as long as it applies a participatory approach with a focus on local development (e.g. creating community spaces, social or cultural activities, supporting and involving women, internally displaced persons or veterans). Newly established local partnerships should be leveraged to realize the project. Additionally, they receive support in the implementation by GIZ and experienced makers.

The contractor will to equip the participating makerspaces with the tools, skills, and strategies they need to create long-term sustainability of their operation. The contractor will help each space identify viable business models, test new income streams, and strengthen operational capacity. The goal is to ensure that these creative hubs can continue empowering veterans, students, innovators, and local communities long-term by having a vision and a roadmap for further sustainable development.

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

The objective of this assignment is to provide services to organize a kick-off event (I) a mentorship phase (II) and an online wrap-up group session (III). This contains the following components:

* 1. **Tasks**

The contractor is responsible for providing the following services:

* Organize kick-off bootcamp (See details in the table below). This task includes:
  + - Communication and invitation management with the participants.
    - Travel management for up to 20 participants (14 makerspace representatives and 1 community manager travelling from 7 different locations (Konotop, Berezhany, Stryi, Zaporizhzhia, Truskavets, Kosiv, Ivano-Frankivsk),, up to 5 trainers)). This includes booking tickets and preparing all travel invoices and documents for travel expense reporting in alignment with the participants.
    - Travel management for up to 20 participants within Ivano-Frankivsk (e.g. travelling from hotel to workshop location), if the location of the bootcamp event is not located within the hotel in which the participants stay overnight.
    - Organization of accommodation participants in a 3-star category hotel, , including breakfast, for three nights on a weekend, with shelter and proximity (not more than 3 km) to the bootcamp location, for 20 participants / (makerspace representatives,community manager, trainers)
    - Selection and renting of bootcamp location for 2,5 days on a weekend which provides an inspiring and comfortable environment to hold a creative workshop, provides all necessary equipment (e.g. screen and projector), provides sufficient space for up to 20 people to hold an interactive workshop and have meals (minimum 55 square meters), and provides shelter in which the event can be continued in case of air raid alerts.
    - Organization of catering for 2,5 days for up to 20 participants, including drinks (minimum water, coffee, tea), 3 lunches (lunch boxes) and 2 dinners (warm meals served in buffet style), and snacks (2 sweet and 2 salty options) during the day.
    - Planning, communicating and implementing of the bootcamp program, agenda, content (trainer input) and moderation
    - Organizing and contracting of up to 5 adequate mentors, trainers or speakers for the event
    - Procuring and distributing merch with Tolocar branding provided by GIZ (e.g. bags, notebooks, chocolates) for the participants of the bootcamp
    - Documentation of the bootcamp (incl. high-quality photos, documentation of bootcamp results for each makerspace and participants survey)

**Agenda of the event**

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| --- | --- |
| Description of event | Kick-Off bootcamp, which takes place in-person in Ivano-Frankivsk and 14 representatives from 7 makerspaces, as well as one community manager (CM) and up to 5 trainers – in total up to 20 participants - will attend with the goal to finalize a complete diagnostic of each makerspace, selection and design of the most suitable business model, development of one or two new revenue streams per space, and creation of an action plan with KPIs and assigned roles. |
| Duration of the event | 2,5 days |
| Date and time | 9.-11.01.2026 9.01.2026 - Hours 8:30-19:30 (tentative) 10.01.2026 - Hours 8:30-19:30 (tentative) 11.01.2026 - Hours 8:30-14:00 (tentative)  The exact dates can be shifted in exceptional cases and shall be confirmed by the GIZ Representatives not later than 20 calendar days in advance before the event.  The Contractor shall not start the preparation to the event without prior confirmation of the date of the event by the GIZ Representatives (via e-mail correspondence). |
| Location (city, country) | Ivano-Frankivsk, Ukraine |
| Number of Participants (up to), composition | * 14 makerspace representatives * 1 community manager * Up to 5 trainers (provided by contractor) |

* Organize a mentorship phase, which is a 3 months period in which there are monthly online group sessions to share progress, solve problems, and discuss cases, as well as 21 bilateral meetings of makerspace representatives with mentors(three 1:1 check-ins per makerspace).   
  This task includes
  + - Conducting a needs assessment for each makerspace to identify areas in which further mentorship is needed
    - Contracting up to 5 mentors for the mentoring phase and matching the every makerspace with a mentor
    - Scheduling three online mentoring sessions for each makerspace and their mentors to check-in on their progress and provide advice on strategic iterations
* Organize an online wrap-up group session for all the makerspace representatives with results presentations and reflection with GIZ and mentors  
  This task includes
  + - Organization of the online meeting and managing invitations
    - Documentation of all learnings and results

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** |
| Kick-Off Bootcamp | Responsible: Project lead  Deadline: 2 months after contract start  Place: Ivano-Frankivsk |
| Mentoring phase | Responsible: Project lead  Deadline: Contract endPlace: Online |
| wrap-Up group call | Responsible: Project lead  Deadline: Contract endPlace: Online |

The contract duration is from 08.12.2025 till 30.06.2026.

* 1. **Reporting:**

The Contractor shall submit the following reporting documents to report for event/conference services:

|  |  |  |
| --- | --- | --- |
| **Reporting/ Deliverable #** | **Requirements to the format** | **Anticipated period, by** |
| 1. Overall training concept (including training approach, agenda and logistical information on the kick-off workshop, selected mentors) is submitted and approved by GIZ | Document of 1-3 pages, in English, in written | 1 month after contract start |
| 1. Report on the kick-off bootcamp (including signed participant lists for each day of the bootcamp, photos of the event which depicted persons approved for sharing, participant survey, summary of all results (e.g. business models selected, new revenue streams, action plans for each makerspace), lessons learned) | Document in English, in written, minimum 30 professional photos in digital .jpg or .png format | 3 months after contract start |
| 1. For each makerspace: A report on the identified needs for the mentoring phase | The report is in English, in written format. | 3 months after contract start |
| 1. Report on the mentoring sessions (including a participants list, meeting minutes, common themes and specific learnings that can be shared with other makerspaces) | Document in English, in written | End of contract |
| 1. Report on the wrap-up call (including list of participants, agenda, documentation of all lessons learned in a format that can be shared with other makerspaces, final survey results of all participants) | Document in English, in written | End of contract |

Additionally, the contractor provides:

- invoice for payment and act of acceptance, signed and stamped (if applicable) by Contractor;

- and all other documents specified for each item in paragraph 4 “ Costing (quantitative) requirements” of these ToR.

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.

## Technical-methodological concept

**Strategy (1.1)**: The tenderer is required to consider the tasks to be performed with reference to the objectives of the services put out to tender (see Chapter 1 Context) (1.1.1). Following this, the tenderer presents and justifies the explicit strategy with which it intends to provide the services for which it is responsible (see Chapter 2 Tasks to be performed), *explicitly elaborating on a rough agenda for the kick-off workshop* (1.1.2).

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.

If the Contractor provides fewer experts than the number of positions described, the experts will be assessed for all requirements and qualifications for all positions they are intended to cover. The below specified qualifications represent the requirements to reach the maximum number of points in the technical assessment.

## Project leader

Tasks of the project leader

* Overall responsibility for the tasks of the contractor (quality and deadlines), see tasks described under 2.1, especially curriculum development, methodology adaptation, reporting, program and participants management, and preparation of materials.

Qualifications of the project leader

* Education/training (2.1.1): university degree (*Bachelor*) in Economics, Administration, Communication or similar
* Language (2.1.2): B2-level language proficiency *in English*
* General professional experience (2.1.3): 8 years of professional experience in the project management
* Specific professional experience (2.1.4): 3 years in innovation management, or designing training programs

## Communication expert

Tasks of communication expert

* Accompanying the program with adequate communication, *including* social media publications (announcements, updates, visuals), communication materials (banners, invitations, short write-ups), and consultations for makerspaces where communication input is occasionally required.

Qualifications of communication expert

* Education/training (2.2.1): university degree (Bachelor) in marketing, advertisement, communications or similar
* Language (2.2.2): B1-level language proficiency in English
* General professional experience (2.2.3): 6 years of professional experience in the communications or marketing sector

## Administrative expert

Tasks of administrative expert

* Handling the administrative processes of this project, including procurement, travel management of participants, invitation management, scheduling online meetings, filing vouchers etc.

Qualifications of administrative expert

* Vocational education or university degree (Bachelor) in the field of business administration, accounting, project management, event management or similar (2.3.1)
* Language (2.3.2): B2-level language proficiency in Ukrainian
* General professional experience (2.3.3): 3 years of professional experience in project support, administration, or event organization

Soft skills of team members

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

* Initiative
* Communication skills
* Socio-cultural skills

## Short-term expert pool 1 with minimum 2, maximum 5 members for the kick-off bootcamp

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 **who will be deployed at the kick-off bootcamp** (see below Chapter 10 Requirements on the format of the bid) for the assessment.

Tasks of the short-term expert pool

* Moderation of the kick-off bootcamp
* Providing inputs (e.g. on business model theory) and moderating practical workshop sessions at the kick-off bootcamp

Qualifications of the short-term expert pool

* Vocational education or university degree (Bachelor) in the field of business administration, innovation management, marketing, communication, economics, engineering or similar (2.6.1)
* Language (2.6.2): B2-level language proficiency in Ukrainian
* General professional experience (2.6.3): 5 years of professional experience in the fields of communication, business administration, startup development, fundraising, making, or similar

## Short-term expert pool 2 with minimum 2, maximum 5 members for the mentoring phase

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 **who will be deployed at the mentoring phase** (see below Chapter 10 Requirements on the format of the bid) for the assessment. The experts from the expert pool for the kick off-bootcamp and the mentoring phase can overlap.

Tasks of the short-term expert pool

* Mentoring the makerspaces within 3 online mentoring sessions, assessing their progress and giving advice on strategic iterations

Qualifications of the short-term expert pool

* Vocational education or university degree (Bachelor) in the field of business administration, innovation management, marketing, communication, economics, engineering or similar (2.7.1)
* Language (2.7.2): B2-level language proficiency in Ukrainian
* General professional experience (2.7.3): 5 years of professional experience in the fields of marketing, startup development, fundraising, or similar
* Specific professional experience (2.7.4): 0,5 years of professional experience in mentoring startups, businesses, entrepreneurs, makerspaces or similar

# Costing (quantitative) requirements

## Assignment of personnel and travel expenses

## Sustainability aspects for travel and travel regulations

If applicable on ground of these Terms of Reference the following travel regulations and reporting documents are to be observed. See Annex 1 to these Terms of References.

**Specification of inputs**

| **№** | **Service** | **Description** | **UoM** | **Q-ty** | **Reporting documents against performance**  Expenses are to be reimbursed as lump sum per unit of measurement | **Reporting documents against evidence**  Expenses are to be reimbursed as “up to” based on settlement document that contains price |
| --- | --- | --- | --- | --- | --- | --- |
| **Fee Days** | | | | | | |
|  | Designation of project lead |  | **Days** | **10** | timesheet | N/a |
|  | Designation of communication expert |  | **Days** | **5** | Timesheet | N/a |
|  | Designation of administrative expert |  | **Days** | **8** | timesheet | N/a |
|  | Short-term expert pool 1 (kick-off bootcamp) | 8 days are the total number of days provided by all members of the expert pool combined. | **Days** | **8** | timesheet | N/a |
|  | Short-term expert pool 2 (mentoring) | 12 days are the total number of days provided by all members of the expert pool combined. | **Days** | **12** | timesheet | N/a | |
| **Transportation**  Transportation service providers shall have all the relevant documents/licenses required by Ukrainian legislation for provision of below mentioned services, operated vehicles must be in proper technical conditions, drivers must possess relevant driver licences with proper categories. | | | | | | | |
|  | Travel management for participants | Transfer of participants from hotel to workshop location, Reimbursement of train/bus ticket/ travel by private vehicle costs to Ivano-Frankivsk and back. The number of participants is up to 20 people. | Fixed Travel budget | 402.000 UAH |  | A fixed budget of UAH 402.000 is earmarked for settling travel expenses against evidence/performance.  This amount includes per diems, travel costs (train, compensation for own transport 13,71 UAH/km, taxi, bus). Train tickets, taxi, bus – are to be reimbursed against evidence, for per-diem, own transport – reimbursement is to be done against performance.  Settlement is possible only until the budget is depleted. |
| **Accommodation** | | | | | | | |
|  | Reservation and payment for accommodation. | Ivano-Frankivsk, 3 night stay 15 participants, breakfast included, 3 star hotel, shelter available | nights | 60 | N/a | - Copy of invoice from the hotel or other actual service provider with period of stay, names of participants, type and number of rooms and nights, price per night, total amount, meals.  Service fee of booking platforms is not to be reimbursed. |
| **Venue** | | | | | | | |
|  | Rent of venue for the event | Venue for 2,5 days, capacity up to 20 attendees | Days | 2,5 | n/a | - Copy of invoice from the venue or other actual service provider with indication of location and a period of rent, total amount of the invoice. |
| Catering | | | | | | | |
|  | Coffee break | Coffee, tea, water, juice, 2 salty and 2 sweet snack options.  There will be coffee breaks in the afternoons of the day 1 and day 2 for up to 20 participants. | portion | 40 | List of meals, quantity of portions, signed by Contractor |  |
|  | Lunch | Lunch boxes including first course, second course with meat or vegetarian alternative and salad, water, juices.  There will be lunches on day 1 and day 2 and day 3 for up to 20 participants | portion | 60 | List of meals, quantity of portions, signed by Contractor |  |
|  | Dinner | A buffet of hot dishes and salads, including meat dishes and vegetarian alternatives, water, juices.  There will be dinner on day 1 and day 2 for up to 20 participants | portion | 40 | List of meals, quantity of portions, signed by Contractor |  |
|  | Catering service (staff cost, delivery) | The service includes setup and presentation of food in a served format at the required location, and dishes. Additionally, catering staff will be on hand to assist with serving, replenishing food and beverages, and maintaining a clean and organized dining area throughout the *event*. Post-event cleanup of all catering-related areas is also included to ensure the venue remains clean and orderly. | service |  |  | The confirmation of provided /received services is done via signed Act of acceptance between GIZ and Contractor |
| **Printed materials/Handout materials** | | | | | | | |
|  | Procurement of materials and equipment (Fixed budget) | Merch and stationary for the up to 20 bootcamp participants e.g. bags with makers Empowerment Hubs logo, notebooks, pencils chocolates (including Design) | Budget | UAH 30.000 | n/a | - Copy of invoice from actual service providers with list of materials, quantity, price and total amount; |

There is no contractual obligation to use up the full quantities or budgets.

1. **Inputs of GIZ or other actors**

GIZ is expected to provide the project's logo for branding materials. All designs will be provided by GIZ priorly and must be approved by GIZ before printing

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

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

**Anticipated payment schedule:**

The payments are to be done in the following instalments:

|  |  |  |  |
| --- | --- | --- | --- |
| **Instalment #** | **Anticipated payment date** | **Payment of up to % from total contract value** | **Reporting** |
| 1 Interim payment | 1 month after contract start (but not earlier than 15.01.2026) | **20%** | Acc. To cl. Deliverable 1 |
| 2 Interim payment | 2 months after contract start | **50%** | Acc. to cl. Deliverable 2 and 3 |
| 2 Final payment | 7 months after contract start | **30%** | Acc. to cl. Deliverable and 5 |

* 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**

**For post payment a scan-copy of list of participants, signed by them for each day of event must be provided by GIZ in case if no list of participants is to be provided by Contractor in accordance with clause 2.2 of the Contract.**The invoice is considered not accepted for payment in case of errors and/or provision of an incomplete package of documents for payment.

Final invoice must account in full for correct use of advance payment. Final payment will not be conducted if financial statement for previous payment is not presented.

If the amount of executed advance payment exceeds the amount of funds used in frames of advance payment (against provided reporting documents), such difference will be used to cover final part of post payment for the Services.

* 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;
  1. **Requirements to the submission of the financial reporting documents**
* Originals of Invoices, acts of acceptance and timesheets, 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 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%);

Timesheet standard template can be found here <https://www.giz.de/sites/default/files/media/els-document/2025-09/time-record-template-days-and-hourly.xls>

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 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.

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.

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, and **the given procurement of services/ works upon the Contract** **shall not be determined free from VAT,** the cost of the Contract remains unchanged and is to be considered with VAT. 

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 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.

The Tenderer / 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 NA**

# 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.

Whenever the contractor executes the instructions of a partner to the GIZ with regard to such processing, the partner shall be the data controller, and the data processing shall be carried out in accordance with the partner’s instructions as well as laws and standards to which it is subject.

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);**
* *CVs of all experts with relevant work experience, qualifications.*

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 (language).

The complete technical bid must not exceed 2 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). The CVs shall not exceed 4 pages each. 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 (language).

**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: |
| Previous experience in organizing at least 1 training program for businesses, labs, startups, entrepreneurs or similar organizations | Description of the training detailed enough to decide on eligibility of the tender (max 1 page in English, if possible including links, references and photos if any). |

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.

1. **Annexes**

* Annex 1 – Travel regulations

**Annex 1 Travel regulations (hereinafter – Regulations)**

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| --- |
| **1.Business trips of experts/consultants**  All experts/consultants who are travelling on behalf of and commissioned by GIZ should use these Travel regulations for calculation and compensation of costs if these costs are stipulated in the Contract. For the claim of travel expenses, the experts/consultants must submit documents according to the terms of the Regulations, unless otherwise is expressly stated in the Contract.  Compensation of travel expenses is carried out exclusively within the limits of the amounts for individual items fixed in the Contract.  Payment of advances for business trips is possible only if it is expressly stated in the Contract. |
| **2. Definition of a business trip**  A business trip, as defined by the GIZ’ general regulations governing the reimbursement of travel expense and accommodation, involves an expert/consultant temporarily working at a place other than his/her regular domicile and/or seat of business to conduct official business with GIZ's approval.  The duration of a business trip (period of absence) shall be calculated as the time between departure from the place of residence or the principal place of work at the start of the business trip and the return to any of the above-mentioned places on completion of the business trip. |
| **3. Accommodation allowance**  Overnight accommodation costs are reimbursed to the extent agreed in the Contract against proof of performance (in case of using lump sum) or against presentation of evidence (based on original financial documents). Limits for overnight accommodation shall be stipulated in the Contract. Hotel reservations are made by an expert/consultant by himself/herself. For accommodation during business trips room category not higher than Standard (or equal) is to be booked, unless otherwise is expressly stated in the Contract. Overnight accommodation costs during domestic and international business trips shall not be reimbursed for business trips to a place of residence during which the expert/consultant stays in his/her own home or place where he/she maintains his/her own household.  Contractor should provide the following documents for specific reimbursement type:  Against performance (lump-sum based) – act of acceptance.  Against evidance – copy of the original invoice from the hotel or other actual service provider with period of stay, names of guests, type and number of rooms, price per night, total amount, meals (if included). (Service fee of booking platforms is not to be reimbursed). |
| **4. Per diem allowance**  The per-diem allowance covers the additional cost of subsistence to the expert/consultant during an assignment away from their regular domicile and/or seat of business and accrued if the condition of a one-day or more business trip is fulfilled. The minimum business trip time is a one-day business trip lasting 10 hours, including working hours and travel time.  Per diems are paid within the amount specified in the Contract, as a lump sum. The reduced lump sum rate applies for one-day business trips lasting from 10 to 24 hours and depending on the type of meals at the hotel or the provision of meals from GIZ. The calculation of per diems for business trips depending on the type of meals is given in the Table 1 (see below).  Contractor should provide the following documents for specific reimbursement type:  Against performance (lump-sum based) – timesheets in accordance with GIZ limits  Against evidence – not applicable |
| **5. Currency of reimbursement of travel expenses**  Reimbursements of costs of business trips within Ukraine are paid in Ukrainian Hryvnia (UAH).  Reimbursements of costs of international business trips are paid in Ukrainian Hryvnia (UAH). Reimbursement of travel expenses in foreign currency (not UAH) must be made according to below mentioned:  a) in accordance with the exchange rate that is indicated in bank account statement (for cashless transactions).  b) in accordance with European Commission’s official monthly accounting rate, published on [**https://commission.europa.eu/funding-tenders/procedures-guidelines-tenders/information-contractors-and-beneficiaries/exchange-rate-inforeuro\_en**](https://commission.europa.eu/funding-tenders/procedures-guidelines-tenders/information-contractors-and-beneficiaries/exchange-rate-inforeuro_en) on the date when the financial documents (proof of evidence) was issued (for cash transactions when no bank statement is available for confirmation of the used exchange rate).  c) in accordance with the exchange rate of National Bank of Ukraine [**https://bank.gov.ua/ua/markets/exchangerates/**](https://bank.gov.ua/ua/markets/exchangerates/) (on the date when the financial documents (proof of evidence) waswere issued)). (In case that invoiced foreign currency is not available at the European Commission site). |
| **6. Flights / ground transportation (train, taxi, private vehicles, car hire/car-sharing/)**  Costs for transportation are reimbursed within the amount specified in the Contract, against proof of performance (in case of using lump sum) or against presentation of evidence (based on original financial documents).  The preferred mode of transport shall be economically efficient and environmentally friendly. GIZ is committed to the principles of resource conservation and environmental protection and therefore requires all partners to choose the most environmentally friendly means of transport. Experts/consultants shall take advantage of any price reductions (special rates etc.) that are available.  If travel time by train is 5 hours or less, train transport must be preferred for economic and environmental reasons |
| **7.1 Flights**  Only economy class flight tickets can be reimbursed to experts/consultants. The choice of an airline company should be based on a comparison of ticket prices. The choice of a more expensive flight should be justified by an expert/consultant (e.g. a tight travel schedule combined only with the selected flight).  Contractor should provide the following documents for specific reimbursement type:  Against performance (lump-sum based) - not applicable  Against evidance – tickets with price indication. |
| **7.2 Trains**  Train tickets shall be booked and purchased by the expert/consultant by himself/herself. The ticket purchase fee is not to be reimbursed.  If required, first class tickets (abbreviation in Ukraine: Л – two-seater, soft-seated, М – deluxe, single-seater, three-seater) are possible in case your journey not less than 2 hours. The decision on the class tickets is in the responsibility of traveler and should be considered based on the cost-efficiency and security reasons (e. g. overnight trip).  Contractor should provide the following documents for specific reimbursement type:  Against performance (lump-sum based) - not applicable  Against evidance – tickets with price indication. |
| **7.3 Taxis and group private transportation**  If the expert/consultant uses a taxi or a group private transportation during a business trip, abroad or in Ukraine, he\she should follow the principle of economic efficiency and necessity of usage this mean of transport.  The justification for such a choice should be provided together with a financial document (proof of evidence).  Contractor should provide the following documents for specific reimbursement type:  Against performance (lump-sum based) - Taxi (not applicable); Group private transportation (route sheet with indication point of destination/point of arrival overall km).  Against evidance – Taxi bill or ride report or screenshot of order with price indication; Group private transportation (invoice from the actual service provider). |
| **7.4 Private vehicles**  As a rule, business trips should be made by rail rather than using a private vehicle. Compensation for usage of private vehicles is allowed if such a category of costs is stipulated in the Contract.  In the case of using private vehicles, GIZ compensates for such costs at a fixed rate per kilometerkilometre, using the shortest possible route (according to the calculation of the Google Maps navigator).  For journeys with a one-way distance of more than 200 km, the expert/consultant must provide evidence that using a motor vehicle is more economical than other means of transport. The basis for reimbursement and for determining which means of transport is more economical is the cost of a second-class rail ticket.  If a private motor vehicle is used for other important reasons (e.g. to carry heavy luggage, documents or materials, or if local transport connections are poor), convincing and adequate reasons must be set out by the expert/consultant.  Contractor should provide the following documents for specific reimbursement type:  Against performance (lump-sum based) - needs evidence by internal based calculation of route planner like Google-map or similar (13,71 UAH per 1 km which includes all expenses without exception, such as fuel etc.)  Against evidance - not applicable |
| **7.5 Buses**  Bus tickets must be booked and purchased independently by an expert/consultant.  Contractor should provide the following documents for specific reimbursement type:  Against performance (lump-sum based) - not applicable  Against evidance – tickets with price indication |

**Table 1 / Таблиця 1**

**The calculation of per diems for business trips per Travel Day**

Зображення, що містить текст, знімок екрана, Шрифт, число

Автоматично згенерований опис