



CALL FOR TENDER RELATED TO SMALL-SCALE PUBLIC CONTRACT

(tender documentation)

as per provisions of § 18 section 5 Act no. 137/2006 Coll., on Public Contracts, as amended
(hereinafter referred to as the „Act“)

This small-scale public contract is being tendered out of scope of the Act in compliance with provisions of § 18 section 5 of the Act, following the principles of § 6 of the Act; based on a procedure stipulated by Ministers Order no. 22/2015 out of the electronic marketplace.

**External cooperation with a Moldovan entity/entities in scope of the project titled as
„Enhancement of capacity in Ministry of work, social security and family in Moldova“ – II.**

SECTION 1: selection of a coordinator

SECTION 2: selection of a consultant

(hereinafter referred to as the „public contract“)

Contract type:	services
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CONTRACTING AUTHORITY:	
Title:	Czech republic – Ministry of Labor and Social Affairs
Registered office:	Na Poříčním právu 1/376, 128 01 Prague 2
Identification number:	00551023
Representative (entitled on behalf of the contracting authority):	JUDr. Vlastimil Váňa, Vice-Director of International and EU cooperation
Contact person:	Organizer: Ing. Eva Němečková Administrator: Petra Ingerová
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Date:	6.5.2016
Signature of the person entitled on behalf of the contracting authority:	

1. SUBJECT MATTER OF THE PUBLIC CONTRACT

The subject matter of the public contract is provision of coordinating and consulting services related to an implementation of the Ministry of Labor and Social affairs project titled as the „Enhancement of capacity of Ministry of labor, social security and family in Moldova“.

The objective of the activities performed by the Ministry of Labor and Social Affairs of the Czech republic (hereinafter referred to as the „Ministry“) in Moldova will be provision of technical support to national authorities in area of social work and support of activities to National Educational Center for employees in area of social affairs in Moldova. As its outcome is assumed an analysis of needs for training of employees in area of social work, establishment of a methodology and modules for education, training of trainers for educational workshops, support of legislation anchoring of education for social workers, incl. Financing of education system, introduction of monitoring and evaluation system for education system.

Representatives of the Ministry will be traveling to Moldova 2 – 4x a year always for a week, which is not sufficient to cover all the project activities. Therefore, a coordinator physically present directly in Moldova shall ensure smooth and continuous fulfillment of project activities in absence of representatives of the Ministry, so as to achieve all the above mentioned outcomes at the lowest possible costs (coordination of activities directly in Moldova is more efficient and financially less demanding than more frequent business trips of Ministry employees).

The Ministry will participate within the project of international development cooperation in Moldova. Its strategic objective is to fight the poverty and to support prosperity through an efficient consulting. The project implementation shall initiate direct cooperation between Moldovan and Czech institutions.

Experts present directly in Moldova shall ensure smooth fulfillment of project activities in absence of Ministry representatives, so as to achieve all the above mentioned project objectives at the lowest possible costs.

The public contract has been sub-divided in two sections:

SECTION 1: SELECTION OF A COORDINATOR

SECTION 2: SELECTION OF A CONSULTANT

An applicant is entitled to submit its tender for any section of the contract, as well as for both sections. A separate agreement shall be signed for each section of the public contract. The tender shall explicitly imply, which section of the public contract it relates to. An applicant shall submit the tenders in envelopes separately for each section. Content of a tender shall be related only to the section, it is submitted for.

Information and details stipulated in individual sections of this Call specify binding requirements of Contracting Authority for fulfillment of the public contract, or individual sections of the public contract, respectively. An applicant shall respect these requirements entirely when elaborating a tender or the tenders.

Unless specified otherwise, it is assumed, that tender conditions apply for all the sections of the subject matter of the public contract equally.

1.1. SPECIFICATION ON SUBJECT MATTER OF THE PUBLIC CONTRACT FULFILLMENT

SECTION 1: coordination of project activities in Moldova

- To assist project manager with project coordination within the territory of Moldova, including: submission of regular monthly-based reports on implementation of project activities in English and regular monitoring activities;
- to organize meetings of work groups¹ (communication with work group members, communication with Ministry of Labor, social security and family in Moldova (MMPSF) in relation to provide conference rooms, technical equipment and refreshment), to organize additional activities, ie. workshops, trainings;
- to participate on meetings of all the work groups – elaboration of a protocol (in Romanian and English), to submit report on outcomes of work group meetings in English, when attending meetings with work groups in absence of Ministry representatives;
- to assist with planning of all the activities in scope of the project (ie. logistic support of Ministry representatives, when attending the trips to Moldova), to assist experts of the project contractor in scope of fulfillment of their tasks;
- to mediate communication between the Ministry and its Moldovan counter-part (MMPSF), event. other Moldovan authorities (ie. translation of e-mail communication with Moldovan counter-part to English);
- to ensure interpreting services upon request from English to Romanian/Russian (out of work group meetings, where an interpreter is to be present).

More precise description of the public contract fulfillment subject matter has been incorporated to the Draft Agreement, which forms an attachment to the tender documentation.

SECTION 2: consulting activities in scope of project activities in Moldova

- to perform primary survey research (May 2016) and secondary survey research (year 2018), including in-depth data evaluation and elaboration of detailed report both in English and Romanian, focused on:
 - a) system and needs in area of education of employees assigned to different types of social service facilities in different regions of Moldova;
 - b) quality of social work and social services provided;
- eventual analysis on Moldovan legislation etc.;
- analytical activity upon request for work groups established in scope of the project (outcomes elaborated in English and Romanian language).

More precise description of the public contract fulfillment subject matter has been incorporated to the Draft Agreement, which forms an attachment to the tender documentation.

1.2. DUE DATE AND LOCATION OF FULFILLMENT

Due Date	May/ June 2016 - December 2018
Location	Moldova

1.3. ESTIMATED VALUE OF PUBLIC CONTRACT FULFILLMENT

Estimated value	In EUR
Total	52 440,-

¹ The coordinator will be arranging these services according instructions of the Ministry of Labour and Social Affairs of the Czech Republic. Additional costs beyond the subject matter of the public contract based on the instructions of the Ministry of Labour and Social Affairs of the Czech Republic (as refreshment itself during the meeting, paper copies of requested files, pens and paper for meeting etc.) will be paid by, the Ministry of Labour and Social Affairs. These additional costs will be not imposed on the coordinator. The coordinator will not include these costs into the hour rate for fulfillment performed.

SECTION 1	31 000,-
SECTION 2	21 440,-

A tender price on implementation of given section of the public contract shall not exceed the amounts stipulated above. The contracting authority has established this requirement due to limited financial resources provided by the Ministry for implementation of the public contract. Exceeding the estimated value (tender price) will cause exclusion of the applicant from further participation in tender proceeding.

2. ADDITIONAL REQUIREMENTS OF CONTRACTING AUTHORITY

2.1. REQUIREMENTS ON ELABORATION OF TENDER PRICE

2.1.1 An applicant shall specify the tender price **in EUR in Draft Agreement** always by Total amount.

2.1.2 A tender price specified by applicant **is final, the highest acceptable and inexecutable**.

2.1.3. The tender price shall **contain all the works and activities necessary** for appropriate fulfillment of the public contract subject matter. The tender price shall include **all the costs related** to the services provided for given section of the public contract (**incl. VAT**, employee costs, operational costs, administration costs and other eventual costs).

	Tender price in EUR	Estimated fulfillment range	Note
SECTION 1	Monthly fixed fee for fulfillment performed	31 months (approx. 60 hours/month)	Monthly fixed fee for fulfillment performed <u>shall not exceed</u> the amount 1000 EUR/month.
SECTION 2	Hour rate for fulfillment performed	approx. 1340 hours	Hour rate for fulfillment performed <u>shall not exceed</u> the amount 16 EUR/hour.

2.2. BINDING COMMERCIAL AND PAYMENT TERMS

Binding commercial and payment terms has been incorporated to the Draft Agreement, which forms an annex to the tender documentation. An individual Draft Agreement shall be submitted for each section of the Public Contract.

Contracting authority hereby points out the obligation of selected applicant stipulated in Art. 8.1. of the Agreement:

An applicant bears the exclusive responsibility for compliance with all the fiscal and legal regulations and legislation stipulating applicable mandatory income deductions. Any issued invoices non-compliant with these legislation and regulations shall be considered as invalid and ineligible.

2.3. ADDITIONAL REQUIREMENTS OF THE CONTRACTING AUTHORITY

2.3.1. An applicant shall elaborate the tender on entire provision of the public contract subject matter fulfillment.

2.3.2. **Variants of the tenders are not permissible.**

Sub-contractors - In its tender, the applicant is obliged to specify any eventual sub-contractors, or eventually to declare via an affidavit, that there will not be any sub-contractors. Should the applicant decide to use a sub-contractor/the subcontractors, then, the

applicant shall specify the public contract section, which is intended to be ensured this way. An applicant, who has submitted a tender within the scope of this tender proceeding, shall not act at the same time as a sub-contractor to the public contract, whom another applicant intends to provide a proof of its qualification, otherwise shall be excluded by contracting authority out of the tender proceeding. An applicant, who failed to submit a tender in scope of the tender proceeding, may act as sub-contractor for multiple applicants within the tender proceeding. Change of sub-contractor is subject to prior consent of the Contracting Authority. **Affidavit template forms an annex to the tender documentation.**

- 2.3.4. **Tender terms** – The applicants are upon their tender bound during a period of 90 calendar days from expiration date of the term for submission of tenders.

3. REQUIREMENTS ON PROOF OF QUALIFICATION

3.1. GENERAL REQUIREMENTS ON PROOF OF QUALIFICATION

- 3.1.1. **As a qualified is considered the sub-contractor, who may provide a proof of compliance with basic, professional and technical qualification pre-requisites.**
- 3.1.2. **Foreign sub-contractor** – Unless specified by a particular legal legislation otherwise, a foreign sub-contractor provides a proof of compliance with qualification requirements following the legislation applicable in the country where the sub-contractor has its registered office, place of business or permanent residence, within the range and scope required in this tender documentation. In case, that pursuant to the legislation applicable in the country where the sub-contractor has its registered office, place of business or permanent residence, a particular certificate is not issued, then, the foreign sub-contractor is obliged to provide a proof of compliance with such a particular qualification via an affidavit. In case, that a qualification to be proven in scope of the tender proceeding, is not established in the country of registered office, place of business or permanent residence of the foreign sub-contractor, then the sub-contractor is obliged to declare such a state of things via an affidavit
- 3.1.3. **Verification of documents** – Unless specified otherwise, a sub-contractor may submit copies of documents serving as proof of compliance with qualification requirements. Contracting authority is entitled, prior to conclusion of the agreement, to ask the sub-contractor to submit originals or verified copies of the documents serving as a proof of compliance with qualification requirements. An applicant, selected and entitled to sign the agreement, is obliged, prior to conclusion thereof, to submit them upon request of the contracting authority. **Should the sub-contractor submit an affidavit, then it shall be signed by a person entitled to act on behalf of the sub-contractor. Should be the person acting on behalf of the sub-contractor other than the person entitled to act on behalf of the sub-contractor, then the tender shall include full power of attorney - original or in officially verified copy thereof.**
- 3.1.4. **Non-compliance with qualification requirements** - Should an applicant fail to proof compliance with requirements through established procedure, then his tender shall not be further evaluated nor assessed. **Contracting authority is entitled to ask the sub-contractor for clarification or corrective measure (amendment of its qualification).**

3.2. BASIC QUALIFICATION PRE-REQUISITES

Compliance with basic qualification pre-requisites shall be proven via submission of an affidavit, using which the applicant declares, that he

- a) has not been convicted of an offense committed in favor of an organized criminal group, offense of participation in an organized criminal group, money laundering activities, participation, accepting a bribe, bribery, indirect bribery, fraud, credit fraud, including

- phase of preparation or attempt or participation in such an offense, or committing of such an offense has been hidden;
- b) has not been convicted of an offense, whose subject matter is related to business activities of the sub-contractor as per provisions of special legislation or committing of such an offense has been hidden;
 - c) in the last 3 years has not fulfilled subject matter of unfair competition through a bribery;
 - d) in the last 3 years, there has not been undergone any insolvency proceedings in which the decision on bankruptcy or insolvency petition was rejected due to insufficient assets necessary to cover the costs of the insolvency proceedings or bankruptcy has not been canceled as the total amount of assets was insufficient or a sequestration has been introduced following special legal regulations;
 - e) is not in liquidation;
 - f) does not have any registered tax arrears both in the Czech republic, and in the country of its registered office, place of business or permanent residence;
 - g) does not have any registered arrears and penalties in the system of public health Insurance, both in the Czech republic, and in the country of its registered office, place of business or permanent residence;
 - h) does not have any registered arrears and penalties in the system of social security insurance and contribution to state employment policy, both in the Czech republic, and in the country of its registered office, place of business or permanent residence;
 - i) ²
 - j) has not been listed in the register of persons banned from participation on public contracts;
 - k) has not been fined for allowing illegal work under a special legal regulation in period of last 3 years;
 - l) in the last 3 years, has not been introduced against him any temporary administration or in the 3 years, there was no application of measures related to crisis solution regulated by Act stipulating recovery procedures and solutions of crisis on financial markets.

An applicant provides a proof of compliance with basic qualification pre-requisites **submitting an affidavit**. Template of affidavit on compliance with basic qualification pre-requisites is provided as an annex to this tender documentation – Affidavit on compliance with basic qualification pre-requisites (template).

.PROFESSIONAL QUALIFICATION PRE-REQUISITES

Compliance with professional qualification pre-requisites shall be proven by submission of:

- a) **a copy of the certificate of incorporation** or other evidence, if the candidate is registered, not older than 90 calendar days prior to submission of the tender,
- b) **a copy of the authorization to conduct business activities** under special regulations within the scope corresponding to the public contract subject matter, particularly a document proving the relevant trade authorization or license.

Foreign sub-contractor submits the documents proving compliance with the professional qualification pre-requisites in the original language with a certified translation to English or Czech language

² Analogically to Act no. 137/2006 Coll., on Public Contracts, a proof of compliance with professional competence is not mandatory as per special legal regulation within the sense of § 54 point d) of this Act.

3.3. TECHNICAL QUALIFICATION PRE-REQUISITES

Compliance with technical qualification pre-requisites shall be proven by submission of certificate on education and professional experience of an implementation team member, who will participate on the implementation of the public contract.

SECTION 1	
Implementation team	1 person – COORDINATOR
Requirements on implementation team member	<ul style="list-style-type: none"> • University degree in area of sociology or social work, Social Economy respectively; • three years of relevant experience in the field; • knowledge of English language at C1 level; • activity in area of concepts or education in social work/social services; • experience with a project incl. Foreign participation
How the implementation team member shall proof the compliance with the requirements	<p><u>DOCUMENTS ON EDUCATION AND VOCATIONAL TRAINING</u> (min. University degree in sociology or social work, social economy respectively)</p> <p><u>STRUCTURED PROFESSIONAL CURRICULUM VITAE</u></p> <p>Structured professional CV shall include following mandatory details:</p> <ul style="list-style-type: none"> • name and surname • date of birth; • educational level reached; • experience with public contract subject matter (3 years of experience in the field as a minimum); • achieved level of English language proficiency (level of C1 or higher), including language courses • experience with concepts or education in social work/social services; • experience with projects incl. International participation; • information on relationship to sub-contractor (employee / sub-contractor etc.) <p>Structured professional curriculum vitae shall be <u>undersigned</u> by the person mentioned.</p>

SECTION 2	
Implementation team	1 person – CONSULTANT
Requirements on implementation team member	<ul style="list-style-type: none"> • University degree in sociology or social work, social economy respectively; • three years of experience in the field; • experience in area of research, concepts or education in social work/social services; • knowledge of English language, proficiency at level of C1 or higher; • experience with project incl. International participation.
How the implementation team member shall proof the compliance with the requirements	<p><u>DOCUMENTS ON EDUCATION AND VOCATIONAL TRAINING</u> (min. University degree in sociology or social work, social economy respectively)</p> <p><u>STRUCTURED PROFESSIONAL CURRICULUM VITAE</u></p> <p>Structured professional CV shall include following mandatory details:</p> <ul style="list-style-type: none"> • name and surname • date of birth;

	<ul style="list-style-type: none"> • educational level reached; • experience with public contract subject matter (3 years of experience in the field as a minimum); • achieved level of English language proficiency (level of C1 or higher), including language courses • experience with research, concepts or education in social work/social services; • experience with projects incl. International participation; • information on relationship to sub-contractor (employee / sub-contractor etc.) <p>Structured professional curriculum vitae shall be <u>undersigned</u> by the person mentioned.</p>
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Documents proving compliance with technical qualification requirements shall be submitted by foreign sub-contractor in original language together with a certified translation to English or Czech language, with an exception of professional curriculum vitae, as it may be translated into Czech or English language.

4. EVALUATION METHOD

As a fundamental evaluation criterion for the award is considered the **economic advantage of the offer**.

The following sub-criteria shall form part of evaluation of the subject matter of the public contract:

Evaluation of tenders for position of project coordinator

ECONOMIC ADVANTAGE OF THE TENDER	SECTION 1 Partial evaluation criterion		Ratio
	A	Tender price – monthly fee in EUR	50%
	B	Rate of activity in area of concepts or education in social work/social services	50%

A) Tender price:

In the case of evaluation of tenders following the „Tender price – monthly fee“ criterion, which is numerically expressible, then the evaluated tender gets a point value according to the following formula:

$$100 \times \frac{\text{the most advantageous tender , ie. the lowest price (value)}}{\text{price (value) of the evaluated tender}}$$

where the evaluated price means the total price of evaluated tender in EUR. An applicant shall specify the tender price into the Draft Agreement. For each section of the public contract shall be submitted individual Draft Agreement. For elaboration method of tender price, see Chapter 2.1. of the tender documentation. **A tender price on implementation of given section of the public contract shall not exceed the amounts stipulated above.**

B) Rate of activity in area of concepts or education in social work/social services:

In the case of evaluation of tenders following the „Rate of activity in area of concepts or education in social work/social services“ criterion, which may not be fully expressed numerically, then the evaluation committee orders the tenders from the most to the least advantageous. More advantageous tender receives more points, so as to express a rate of compliance with evaluation criterion. In scope of the evaluation criterion, it is possible to receive 1 – 100 points. With regard to the above mentioned scale, the assigned score in scope of the evaluation criterion shall be determined on the base of the following formula:

$$100 \times \frac{\text{value of evaluated tender}}{\text{Value of the most advantageous tender, ie. the highest value}}$$

As a basis for evaluation, the evaluation committee shall use the structured curriculum vitae of implementation member team included in the tender.

Evaluation committee shall consider the following aspects:	The tender receives more points if:	Scoring:
Degree of education achieved	proves a postgraduate degree in sociology or social work, social economy, respectively.	10 points (if proven) or 0 points (if not proven)
Experience in the field of public contract subject matter	Proves more experience (counted in months) in case of experience in coordination of projects in area of social services or social work.	Max. 30 points 30 points receives the tender, which proves the longest experience counted in months. Scoring of other tenders shall be recalculated using a rule of three shows.
Experience in concepts or education in social work/social services	Proves experience in analytical, methodological and conceptual work or education in social work/social services. Contracting Authority shall award the best score to the tenders with the longest experience and are more relevant to the subject matter of the public contract and also those focused on education of social workers and assistants.	Max. 30 points As this may not be expressed numerically, the evaluation committee shall order the tenders from the most advantageous to the least advantageous and provides appropriate justification. The most advantageous tender receives 30 points. Scoring of other tenders shall correspond to the rate of compliance with given evaluation criterion.
Experience in project with international participation	Proves multiple individual experience with participation in international projects. Contracting authority shall award higher evaluation to experience with coordination of	Max. 30 points As this may not be expressed numerically, the evaluation committee shall order the tenders from the most advantageous to the least advantageous and provides appropriate justification.

	international project.	The most advantageous tender receives 30 points. Scoring of other tenders shall correspond to the rate of compliance with given evaluation criterion.
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Final evaluation

The evaluation committee performs the final evaluation of the tenders so that the scoring received per individual tender according to particular criterion shall be multiplied always by value of the given criterion. The evaluation committee shall then sum all the resulting values for each tender and orders final positions of the applicants. As the best tender will be considered the tender with highest received scoring value.

Evaluation of tenders for position of project consultant

ECONOMIC ADVANTAGE OF THE TENDER	SECTION 2 <i>Partial evaluation criterion</i>		Ratio
	A	Tender price – rate per 1 hour in EUR	50%
	B	Rate of activity in area of research, concepts, education in social work/social services	50%

A) Tender price:

In the case of evaluation of tenders following the „Tender price – rate per 1 hour“ criterion, which is numerically expressible, then the evaluated tender receives a scoring following the formula:

$$100 \times \frac{\text{the most advantageous tender, ie. the lowest price (value)}}{\text{price (value) of evaluated tender}}$$

where the evaluated price means the total price of evaluated tender in EUR. An applicant shall specify the tender price into the Draft Agreement. For each section of the public contract shall be submitted individual Draft Agreement. For elaboration method of tender price, see Chapter 2.1. of the tender documentation. **A tender price on implementation of given section of the public contract shall not exceed the amounts stipulated above.**

B) Rate of activity in area of research, concepts or education in social work/social services:

In the case of evaluation of tenders following the „Rate of activity in area of research, concepts or education in social work/social services“ criterion, which may not be fully expressed numerically, then the evaluation committee orders the tenders from the most to the least advantageous. More advantageous tender receives more points, so as to express a rate of compliance with evaluation criterion. In scope of the evaluation criterion, it is possible to receive 1 – 100 points. With regard to the above mentioned scale, the assigned score in scope of the evaluation criterion shall be determined on the base of the following formula:

$$100 \times \frac{\text{value of evaluated tender}}{\text{Value of the most advantageous tender, ie. the highest value}}$$

As a basis for evaluation, the evaluation committee shall use the structured curriculum vitae of implementation member team included in the tender.

Evaluation committee shall consider the following aspects:	The tender receives more points if:	Scoring:
Degree of education achieved	proves a postgraduate degree in sociology or social work, social economy, respectively	10 points (if proven) or 0 points (if not proven)
Experience in the field of public contract subject matter	Proves more experience (counted in months) in case of analytical, methodological, conceptual and research work in area of social services or social work.	Max. 30 points 30 points receives the tender, which proves the longest experience counted in months. Scoring of other tenders shall be recalculated using a rule of three shows.
Experience in concepts or education in research, social work/social services	Proves experience in analytical, methodological and conceptual work or education in social work/social services. Contracting Authority shall award the best score to the tenders that - lasted longer and are more suitable for public contract subject matter; - are focused on education of social workers and assistants; - have been awarded in area of research. in social work/social services.	Max. 30 points As this may not be expressed numerically, the evaluation committee shall order the tenders from the most advantageous to the least advantageous and provides appropriate justification. The most advantageous tender receives 30 points. Scoring of other tenders shall correspond to the rate of compliance with given evaluation criterion.
Experience in project with international participation	Proves multiple individual experience with participation in international projects. Contracting authority shall award higher evaluation to experience with analytical activity in case of an international project.	Max. 30 points As this may not be expressed numerically, the evaluation committee shall order the tenders from the most advantageous to the least advantageous and provides appropriate justification. The most advantageous tender receives 30 points. Scoring of other tenders shall correspond to the rate of compliance with given evaluation criterion.

Final evaluation

The evaluation committee performs the final evaluation of the tenders so that the scoring received per individual tender according to particular criterion shall be multiplied always by value of the given criterion. The evaluation committee shall then sum all the resulting values for each tender and orders

final positions of the applicants. As the best tender will be considered the tender with highest received scoring value.

5. CONDITIONS AND REQUIREMENTS ON ELABORATION OF A TENDER

5.1. **An applicant is entitled to submit a tender for any section of the public contract or for both parts simultaneously. For each section of the public contract, an individual agreement shall be concluded. The tender shall always explicitly imply which section of the public contract it relates to. An applicant shall submit its tenders in separate envelopes when applying for more than one section of the public contract. Content of the tender shall be always related only to the section of the public contract, the applicant sends the tender for.**

5.2. An applicant shall elaborate the tender for the entire provision of the public contract subject matter. The tender shall be elaborated in Czech **or English language**. An applicant shall submit a tender in **1 paper copy thereof and attach a media with electronic copy of the tender in .pdf format (scan of original copy), and draft agreement in *.doc format**. The tender may not include corrections or transcriptions, which may mislead the contracting authority. For this purpose, the contracting authority encourages the applicants to number appropriately all the sheets of tender incl. its annexes through an ascending numerical series so as to avoid unauthorized manipulation herewith.

5.3. Tender shall include the following documents:

- **Cover sheet** – Contracting authority provides a template as part of the tender documentation.
- **Draft Agreement** – An applicant is required to submit the tender together with single Draft Agreement, for the entire public contract subject matter, and content of the agreement shall correspond to the tender documentation and tender content. For this purpose, the applicant shall use the Draft Agreement template, which forms part of the tender documentation. **Contracting Authority provides an individual template for each section of the public contract.** An applicant is not entitled to amend or modify the Draft Agreement template, with an exception of details, the applicant is obliged to fill out (omitted marked spaces). **Draft agreement shall be signed by a person authorized by sub-contractor to act on behalf of the sub-contractor, or if a person acting on behalf of the sub-contractor differs from person authorized to act on behalf of the sub-contractor, it is appropriate to attach also a valid power of attorney.**
- **Documents, proving compliance with professional qualification of the applicant.**
 - **Affidavit on compliance with basic qualification pre-requisites, the contracting authority provides a template as a part of the tender documentation.** (Template of affidavit forms part of this tender documentation)
 - **Documents proving compliance with professional qualification pre-requisites.**
 - **Documents proving compliance with technical qualification pre-requisites.** (Template of structured CV forms part of this tender documentation, furthermore University degree diploma in sociology or social work, social economy respectively and a certificate confirming the achievement of English proficiency at level of C1 or higher).

- **Affidavit on sub-contractors.** (Template of affidavit forms part of the tender documentation)
- Other documents and statements related to the subject matter of the public contract.

6. TERMS AND LOCATION FOR SUBMISSION OF TENDER

Deadline for submission of tenders ends on

SECTION 1

on May. 26th, 2016 at 10:30 AM

SECTION 2

on May. 26th, 2016 at 11:00 AM

Address for submission of tenders: Czech republic – Ministry of Labor and Social Affairs
Na Poříčním právu 1/376, 128 01 Prague 2
Czech Republic

The applicant may submit its tender related to a section (tenders for both sections) during the entire established period for submission. **Decisive is the date of delivery to the registered office of the contracting authority. Any tenders received the contracting authority receives after the deadline, will not be taken into consideration and the contracting authority shall not open them.** A tender (the tenders) may be delivered also personally.

Delivery of a tender shall be in properly sealed envelope, **marked with the title of the public contract and the section it relates to and the inscription „TENDER – DO NOT OPEN“** and furthermore, on the envelope shall be **stipulated return address of the applicant.**

7. ADDITIONAL INFORMATION

Request for additional information on tender conditions may be submitted and delivered in writing (e-mail, post) no later than 5 working days prior to the deadline for submission of the tenders.

Request for additional information on tender conditions shall be delivered to the address of the Contracting Authority: Na Poříčním právu 1, Praha 2, Contract: Petra Ingerová, or e-mail: petra.ingerova@mpsv.cz.

Additional information on tender conditions including the exact wording of a requirement shall be provided using the same way, as it was provided in case of tender documentation and published on all web portals, where the contracting authority published this tender documentation to, no later than 2 working days of receipt of the applicant's request for additional information.

8. FINAL PROVISIONS

- 8.1. All the costs and expenses associated with elaboration and submission of tenders shall be borne by the applicants. The applicant is not entitled to any reimbursement of costs and expenses associated with participation in tender proceeding.
- 8.2. Opening of envelopes shall initiate immediately after the deadline for submissions tenders in the registered office of the Contracting Authority. **The tender opening session will take place without the presence of representatives of applicants. However, the applicants will receive a copy of protocol on opening of the tenders, upon request.**
- 8.3. Contracting authority reserves the right to verify all the facts declared in the tenders prior to completion of tender evaluation process.

- 8.4. In case of failure to comply with qualification or tender conditions, the contracting authority reserves the right to exclude the tender and not to include it in the evaluation process.
- 8.5. Contracting Authority shall not return the tenders or parts thereof back to the applicants.
- 8.6. Contracting Authority reserves the right to reject all the submitted tenders.
- 8.7. Contracting Authority reserves the right to cancel the tender proceeding, at any time until the conclusion of the agreement. Contracting Authority shall notify all the applicants of any eventual cancellation of the tender proceeding and provides appropriate justification. If the contracting authority exercises its right to cancel the tender proceeding, then the applicants are not entitled to arise any claims.

ANNEXES

- Annex no. 1 - Cover sheet (template)
- Annex no. 2 - Affidavit on compliance with basic qualification pre-requisites (template)
- Annex no. 3 - AGREEMENT SECTION 1 (template)
- Annex no. 4 - AGREEMENT SECTION 2 (template)
- Annex no. 5 – Affidavit on sub-contractors (template)
- Annex no. 6 – Structured professional CV (template)

TENDER – COVER SHEET

SMALL-SCALE PUBLIC CONTRACT

Small-scale public contract for services tendered
as per provisions of § 18 section 5 Act no. 137/2006 Coll., on Public Contracts, as amended

Title:	External cooperation with moldavian entity/entities in scope of the „Enhancement of capacities in Ministry of Labor, Social security and family in Moldova“ project – II.
Public Contract section:	[to be completed by applicant – specify either Section 1 – Selection of a coordinator or Section 2 – Selection of a consultant]

BASIC IDENTIFICATION DATA

Contracting Authority

Name:	Czech republic – Ministry of Labor and Social Affairs
Registered office:	Na Poříčním právu 1/376, 128 01 Praha 2
Tax ID:	00551023

Applicant

Business Entity or Name and Surname:	.....
Registered office/Address:	.....
Tax ID/VAT(EU) ID:	.....
Person authorized to act on behalf of the applicant:	.....
Contact person:	.....
E-mail, Tel.:	.....

PERSON AUTHORIZED TO ACT ON BEHALF OF THE APPLICANT

Authorized person - signature	.....
Title, name, surname	.....
Role	.....

AFFIDAVID ON COMPLIANCE WITH BASIC QUALIFICATION PRE-REQUISITES

I hereby declare, that as an applicant:

- a) have not been convicted of an offense committed in favor of an organized criminal group, offense of participation in an organized criminal group, money laundering activities, participation, accepting a bribe, bribery, indirect bribery, fraud, credit fraud, including phase of preparation or attempt or participation in such an offense, or committing of such an offense has been hidden;
- b) have not been convicted of an offense, whose subject matter is related to business activities of the sub-contractor as per provisions of special legislation or committing of such an offense has been hidden;
- c) in the last 3 years have not fulfilled subject matter of unfair competition through a bribery;
- d) in the last 3 years, there has not been undergone any insolvency proceedings in which the decision on bankruptcy or insolvency petition was rejected due to insufficient assets necessary to cover the costs of the insolvency proceedings or bankruptcy has not been canceled as the total amount of assets was insufficient or a sequestration has been introduced following special legal regulations;
- e) I am not in liquidation;
- f) I do not have any registered tax arrears both in the Czech republic, and in the country of its registered office, place of business or permanent residence;
- g) I do not have any registered arrears and penalties in the system of public health Insurance, both in the Czech republic, and in the country of its registered office, place of business or permanent residence;
- h) I do not have any registered arrears and penalties in the system of social security insurance and contribution to state employment policy, both in the Czech republic, and in the country of its registered office, place of business or permanent residence;
- i) ----¹;
- j) have not been listed in the register of persons banned from participation on public contracts;
- k) have not been fined for allowing illegal work under a special legal regulation in period of last 3 years;
- l) in the last 3 years, has not been introduced against me any temporary administration or in the 3 years, there was no application of measures related to crisis solution regulated by Act stipulating recovery procedures and solutions of crisis on financial markets.

In Date

.....
Signature

title, name, surname, role

CONTRACT

BETWEEN

Czech Republic - The Ministry of Labour and Social Affairs

Represented by: Vlastimil Váňa, Deputy to the Head of Department for EU and International Cooperation
Registered office: Na Poříčním právu 376/1
Contact person: Eva Němečková
Tel.: 221 922 428
E-mail: eva.nemeckova@mpsv.cz
ID: 00551023
Tax ID: not a VAT payer
Bank details: Česká národní banka, Na Příkopě 28, Praha 1
Account No.: 2229001/0710

(hereinafter the "Ministry")

AND

Name:
Date of birth:
Registered office/address:
Tel.:
E-mail:
Company ID:
Tax ID:
Bank details:
Account No.:

(hereinafter the "Contractor")

**ON THE PROVISION OF SERVICES IN THE PROJECT "CAPACITY
ENHANCEMENT OF MINISTRY OF LABOUR, SOCIAL PROTECTION AND FAMILY
IN MOLDOVA"
as a part of the international development cooperation program of the Czech Republic**

1. SUBJECT-MATTER OF CONTRACT

- 1.1. The subject-matter hereof are the activities related to the position of a coordinator of the project entitled "Capacity Enhancement of Ministry of Labour, Social Protection and Family in Moldova" (PART 1 – Coordinator Selection - repeated proceeding) carried out as part of the international development program of the Czech Republic.

The Contractor/**Coordinator** agrees to perform the following, including but not limited to:

- To assist the project manager with the project coordination in the territory of Moldova, including the following: sending of regular monthly reports regarding the implementation of project activities in English, monitoring;
 - To arrange meetings of working groups (addressing members of working groups, communicating with the Ministry of Labour, Social Protection and Family in Moldova (MMPSF) to arrange rooms, projectors and refreshments), organisation of other activities, such as workshops and trainings;
 - To attend meetings of all working groups – drafting minutes (both in Romanian and English), to file reports regarding the output of working groups in the absence of MoLSA representatives in English;
 - To assist in the planning of all project-related activities (such as logistics support to MoLSA representatives when travelling to Moldova), to assist experts of the project implementing entity;
 - To mediate communication between MMPSF and the Ministry, or other institutions in Moldova (translations of E-mail communication with the partner ministry in Moldova into English);
 - If necessary, to operatively provide for interpreting from English into Romanian/Russian (except for the meetings of working groups where an interpreter will be present).
- 1.2. The Contractor performs the activities continuously according to the needs of the Ministry.
- 1.3. The term for the performance of services shall commence immediately when the Contract is signed and shall expire on 31 December 2018.

2. REMUNERATION AND PAYMENT TERMS

- 2.1. The Contractor and the Ministry agreed that the remuneration for the services provided shall be EUR per month. The remuneration is final, the highest permissible and shall not be exceeded. The remuneration is inclusive of any and all costs, including VAT.
- 2.2. The Ministry agrees to pay for the services on the basis of an invoice. The invoice can only be issued by the Contractor when a time sheet has been presented to and agreed with the Ministry. The time sheet in English constitutes an essential attachment to the invoice.

- 2.3. The Contractor will send the invoice always at the end of each calendar month. The first payment (for April 2016) will be made by the Ministry upon the presentation of the time sheet for services in proportion to the agreed monthly fee.
- 2.4. The payment will be made in euro (EUR).
- 2.4.1. The EUR/CZK exchange rate will be calculated as of the date when the invoice amount is debited from the Ministry's account to the Contractor's account.
- 2.4.2. The amounts in the Contractor's invoice will be given in EUR.
- 2.5. The invoice due date shall be 30 calendar days from the date when it is delivered to the Ministry. For the purposes hereof, the invoice is deemed to have been settled when the invoiced amount is debited from the Ministry's account for the benefit of the Contractor's account.
- 2.6. The payments above will be made **exclusively by a bank transfer to the following account** maintained on the Contractor's name:

Recipient:

Bank account:

3. CONTRACTOR'S OBLIGATIONS

The Contractor agrees to:

- 3.1. Provide the services and use funds paid by the Ministry exclusively for the project purposes and in line with the terms and conditions specified herein.
- 3.2. Communication between the Ministry and the Contractor and also the required documentation will be kept exclusively in English.
- 3.3. Provide services using an implementation team member, through whom he demonstrated technical qualification prerequisites, the expert knowledge and experience of whom were subject to evaluation. The implementation team member – coordinator is
Mr. /Ms.
E-mail:
Tel:
- 3.4. The implementation team member must provide the services in person and without a prior written consent may not delegate their provision to another person.
- 3.5. A change in the implementation team member is permissible only following a prior written consent of the Ministry, and it is necessary that the new (substitute) implementation team member would meet the same qualification prerequisites as the original implementation team member. The contracting authority may refuse the new (substitute) implementation team member, should the new (substitute) implementation team member fail to demonstrate relevant qualification in the field of concepts or education in social work/social services as the original implementation team member.
- 3.6. The Ministry is entitled not to accept the change in the implementation team member and not to accept any proposal for the change in implementation team member by the

Contractor, in such case the Ministry may withdraw from the Contract (see Article 10.1 hereof).

4. INTELLECTUAL PROPERTY

- 4.1. The Contractor represents that he is a rightful owner of intellectual property rights to any and all information provided hereunder and that he may sell or transfer such rights in line with the terms and conditions hereof. If the intellectual property rights are owned by third parties, the Contractor will request such third parties to confirm in writing within four weeks following the signing hereof to the Ministry, that the Contractor is actually entitled to sell or dispose of such rights in line with the terms and conditions hereof.
- 4.3. The right of ownership to any tangible results arising from the performance hereof shall pass to the Ministry as of the handover and takeover date.
- 4.4. The copyright to tangible results arising from the performance hereof is governed by Section 61 (1) of Act No. 121/2000 Coll. on Copyright and Rights Related to Copyright and Amendment to Certain Acts (the Copyright Act), as amended.

5. DOCUMENTATION

- 5.1. In addition, the Contractor will provide the Ministry with any updates of the presented documentation.
- 5.2. The Contractor agrees that the Ministry may make copies of the presented documentation or any part thereof, for internal needs of the Ministry directly related to the use of these documents by staff members of the Ministry. The Ministry will ensure that no details specified in the original documents related to the copyright are copied.

6. QUALITY AND MAINTAINING STANDARDS

- 6.1. The Contractor agrees to fulfil the Contract with the highest professional standards. The Contractor is exclusively liable to comply with any and all statutory obligations arising from labour-law, tax and social regulations.
- 6.2. The Contractor is exclusively liable to obtain any licences or authorisations required for the fulfilment hereof under the laws and regulations applicable in the territory where he should perform the tasks he has been entrusted with.
- 6.3. The Contractor neither represents the Ministry nor does he act to make such impression. The Contractor is obliged to inform third parties of the fact that he is not a government official.
- 6.4. The Contractor is exclusively liable for his employees who perform the tasks he was entrusted with.
- 6.5. Should not the Contractor perform his duties arising from the provisions hereof, the Ministry may reduce the amounts paid or demand that they would be returned, in

proportion to the established failure to perform the duties. The right of the Ministry to terminate the Contract is unaffected by this.

- 6.6. The Ministry may exercise this right against the Contractor, only should not the Contractor remedy such failure to perform his duties within 15 days from the date when the Ministry informs the Contractor of such failure to perform the duties.
- 6.7. The Ministry may inspect if the standards above are maintained.

7. LIABILITY FOR DAMAGE

- 7.1. The Ministry is not liable for any damage incurred by the Contractor while performing this Contract, unless the damage is caused by wilful misconduct or gross negligence by the Ministry.
- 7.2. The Contractor is liable for any loss or damage caused while performing this Contract, even if he uses subcontractors. The Ministry is not liable for any actions or failure to meet obligations by the Contractor while performing this Contract.
- 7.3. The Contractor will compensate any damage in the event of any actions, claims or proceedings held against the Ministry by a third party as a result of the damages caused by the Contractor when performing this Contract.
- 7.4. The Contractor will take out an insurance policy against risks and damages in connection with this Contract, if required by applicable legal regulations. Upon the request by the Ministry, the Contractor agrees to take out additional insurance as reasonably practicable in line with the standard practice and in the given field. Upon the request by the Ministry, the Contractor will provide the Ministry with all relevant insurance policies.
- 7.5. The Contractor represents that,
 - he has neither made nor will he make an offer of any nature, under which he may gain benefit hereunder;
 - he has neither provided nor will he provide, neither have sought nor will seek to gain, nor has he obtained nor will he obtain any benefit, both financial or in kind, for the benefit of any party or by any party, if such benefit should consist in an illegal procedure or involves corruption, either directly or indirectly, is an incentive or remuneration related to the performance hereof.

8. TAX AND STATUTORY LEVIES

- 8.1. The Contractor is exclusively liable to comply with any tax legal regulations and rules regulating statutory levies from income applicable to him. Should he fail to comply with them, the relevant invoice becomes invalid.

9. FORCE MAJEURE

- 9.1. *Force majeure* shall mean any unforeseeable or extraordinary situation or event beyond the control of the Contracting Parties preventing any of the Parties to fulfil the obligations hereunder, not arising from default or negligence by any of the Parties or the

Contractor and that may have not have been even averted even while exerting due care. With regard to defects in workmanship or material or their late delivery, labour disputes, strikes or financial problems, the *force majeure* may not be invoked, unless they arise from a specific occurrence of a *force majeure* event.

- 9.2. The Contracting Party affected by the *force majeure* event will inform the other Party of this without undue delay by a registered letter with a return receipt or in a similar fashion, while giving details of its nature, probable duration and anticipated effects.
- 9.3. Neither of the Contracting Parties will be liable for the breach of contractual obligations, if the performance thereof is hindered by a *force majeure* event. If the Contractor is unable to fulfil his contractual obligations as a result of the *force majeure* event, he is entitled to the payment for the actually performed tasks.
- 9.4. The Contracting Parties will take any required measures to limit the damage incurred to a minimum.

10. WITHDRAWAL

- 10.1. The Ministry reserves a right to withdraw from this Contract and the Contractor agrees to pay the any costs incurred arising therefrom in the following instances:
 - should the Contractor fail to meet obligations related to the provision of any of the services hereunder, or
 - should the Contractor fail to present the required documents in timely manner, or
 - should the Contractor fail to comply with any of the terms and conditions hereof, or
 - should the Ministry have serious suspicion that the Contractor committed fraud, bribery, criminal conspiracy or indulged in other illegal activities that are harmful to the interest of the Ministry;
 - in the event of an early project termination by Moldova or the Czech Republic,
 - in any other event specified herein.

With the exception of the instances of fraud, bribery, criminal conspiracy or other illegal activities that are harmful to the financial interests of the Ministry, the Ministry may exercise this right only if the failure to meet such obligations or conditions is not remedied within 15 days from the date when the Ministry informs the Contractor of this.

- 10.2. Each of the Contracting Parties may withdraw from this Contract upon the occurrence of the *force majeure* event, of which it was informed in line with Article 9.2.

11. SUSPENSION OF FULFILMENT

- 11.1. Notwithstanding the right of the Ministry to withdraw from this Contract, the Ministry may in justified cases suspend the fulfilment of this Contract, commissioned orders or special contracts or any parts thereof. The suspension is effective as of the day when the Contractor receives a notice of this by a registered letter with return receipt or in similar fashion, or as of the later date specified in the notice. At any time following the suspension, the Ministry may request the Contractor to continue with the suspended work. The Contractor may not claim compensation as a result of the suspension of the Contract, orders or special contracts or any parts thereof.

12. AMENDMENTS

- 12.1. Any amendments hereto must be made in writing and must be signed by the Contracting Parties; otherwise such amendments are not effective and valid.

13. DECISIVE LAW AND DISPUTE RESOLUTION

- 13.1. This Contract is governed by national substantive and procedural law of the Czech Republic.
- 13.2. Any dispute between the Contracting Parties arising from the interpretation or fulfilment hereof, that may not be resolved amicably, will be brought before the courts of the Czech Republic.

14. FINAL PROVISIONS

- 14.1. This Contract comes into force when it is signed by duly authorised representatives of both Contracting Parties and will remain in effect until the transfer of the last payment from the account of the Ministry to the Contractor's account (Please refer to Article 2.5 hereof).
- 14.2. The Contractor acknowledges that the Contract, including any of its annexes or future amendments, will be published on the contracting authority's profile (https://mpsv.ezak.cz/profile_display_2.html) pursuant to the obligation by the Ministry under Section 147 of Act No. 137/2006 Coll., on Public Contracts, as amended.
- 14.3. Done in Prague and Chisinau in three duplicates in English with the validity of an original document. The Ministry will receive two duplicates and the Contractor will receive one.

Prague, date:

Chisinau, date:

.....

For Ministry of Labour and Social Affairs of the
Czech Republic:

Vlastimil Váňa
Deputy to the Head of Department for EU and
International Cooperation

CONTRACT

BETWEEN

Czech Republic - The Ministry of Labour and Social Affairs

Represented by: Vlastimil Váňa, Deputy to the Head of Department for EU and International Cooperation
Registered office: Na Poříčním právu 376/1
Contact person: Eva Němečková
Tel.: 221 922 428
E-mail: eva.nemeckova@mpsv.cz
ID: 00551023
Tax ID: not a VAT payer
Bank details: Česká národní banka, Na Příkopě 28, Praha 1
Account No.: 2229001/0710

(hereinafter the "Ministry")

AND

Name:
Date of birth:
Registered office/address:
Tel.:
E-mail:
Company ID:
Tax ID:
Bank details:
Account No.:

(hereinafter the "Contractor")

**ON THE PROVISION OF SERVICES IN THE PROJECT "CAPACITY
ENHANCEMENT OF MINISTRY OF LABOUR, SOCIAL PROTECTION AND FAMILY
IN MOLDOVA"
as a part of the international development cooperation program of the Czech Republic**

1. SUBJECT-MATTER OF CONTRACT

- 1.1. The subject-matter hereof are the activities related to the position of a consultant of the project entitled "Capacity Enhancement of Ministry of Labour, Social Protection and Family in Moldova" (PART 2 – Consultant Selection - repeated proceeding) carried out as part of the international development program of the Czech Republic.

The Contractor/**Consultant** agrees to perform the following, including but not limited to:

- to perform an initial questionnaire research (May 2016) and a second questionnaire research (2018), including a detailed data evaluation and drafting of a detailed report in both Romanian and English, oriented at:
 - a) Educational system and needs of social services staff working in different types of social services facilities in different areas of Moldova;
 - b) Quality of the social work performed and social services provided;
 - Any analysis of the Moldovan legislation etc.;
 - Analytical activities according to the needs of working groups established as part of the project (outputs in both English and Romanian).
- 1.2. The Contractor performs the activities continuously according to the needs of the Ministry.
- 1.3. The term for the performance of services shall commence immediately when the Contract is signed and shall expire on 31 December 2018.

2. REMUNERATION AND PAYMENT TERMS

- 2.1. The Contractor and the Ministry agreed that the remuneration for the services provided shall be EUR per hour. The remuneration is final, the highest permissible and shall not be exceeded. The remuneration is inclusive of any and all costs, including VAT.
- 2.2. The Ministry agrees to pay for the services on the basis of an invoice. The invoice can only be issued by the Contractor when a time sheet has been presented to and agreed with the Ministry. The time sheet in English constitutes an essential attachment to the invoice.
- 2.3. The Contractor sends the invoice always after a given task completion.
- 2.4. The payment will be made in euro (EUR).
- 2.4.1. The EUR/CZK exchange rate will be calculated as of the date when the invoice amount is debited from the Ministry's account to the Contractor's account.
- 2.4.2. The amounts in the Contractor's invoice will be given in EUR.
- 2.5. The invoice due date shall be 30 calendar days from the date when it is served to the Ministry. For the purposes hereof, the invoice is deemed to have been settled when the invoiced amount is debited from the Ministry's account for the benefit of the Contractor's account.
- 2.6. The payments above will be made **exclusively by a bank transfer to the following account** maintained on the Contractor's name:

Recipient:

Bank account:

3. CONTRACTOR'S OBLIGATIONS

The Contractor agrees to:

- 3.1. Provide the services and use funds paid by the Ministry exclusively for the project purposes and in line with the terms and conditions specified herein.
- 3.2. Communication between the Ministry and the Contractor and also, the required documentation will be kept exclusively in English.
- 3.3. Provide services using an implementation team member, through whom he demonstrated technical qualification prerequisites, the expert knowledge and experience of whom were subject to evaluation. The implementation team member – coordinator is
Mr. /Ms.
E-mail:
Tel:
- 3.4. The implementation team member must provide the services in person and without a prior written consent may not delegate their provision to another person.
- 3.5. A change in the implementation team member is permissible only following a prior written consent of the Ministry, and it is necessary that the new (substitute) implementation team member would meet the same qualification prerequisites as the original implementation team member. The contracting authority may refuse the new (substitute) implementation team member should the new (substitute) implementation team member fail to demonstrate relevant qualification in the field of concepts or education in social work/social services as the original implementation team member.
- 3.6. The Ministry is entitled not to accept the change in the implementation team member and not to accept any proposal for the change in implementation team member by the Contractor, in such case the Ministry may withdraw from the Contract (see Article 10.1 hereof).

4. INTELLECTUAL PROPERTY

- 4.1. The Contractor represents that he is a rightful owner of intellectual property rights to any and all information provided hereunder and that he may sell or transfer such rights in line with the terms and conditions hereof. If the intellectual property rights are owned by third parties, the Contractor will request such third parties to confirm in writing within four weeks following the signing hereof to the Ministry, that the Contractor is actually entitled to sell or dispose of such rights in line with the terms and conditions hereof.
- 4.3. The right of ownership to any tangible results arising from the performance hereof shall pass to the Ministry as of the handover and takeover date.

- 4.4. The copyright to tangible results arising from the performance hereof is governed by Section 61 (1) of Act No. 121/2000 Coll. on Copyright and Rights Related to Copyright and Amendment to Certain Acts (the Copyright Act), as amended.

5. DOCUMENTATION

- 5.1. In addition, the Contractor will provide the Ministry with any updates of the presented documentation.
- 5.2. The Contractor agrees that the Ministry may make copies of the presented documentation or any part thereof, for internal needs of the Ministry directly related to the use of these documents by staff members of the Ministry. The Ministry will ensure that no details specified in the original documents related to the copyright are copied.

6. QUALITY AND MAINTAINING STANDARDS

- 6.1. The Contractor agrees to fulfil the Contract with the highest professional standards. The Contractor is exclusively liable to comply with any and all statutory obligations arising from labour-law, tax and social regulations.
- 6.2. The Contractor is exclusively liable to obtain any licences or authorisations required for the fulfilment hereof under the laws and regulations applicable in the territory where he should perform the tasks he has been entrusted with.
- 6.3. The Contractor neither represents the Ministry nor does he act to make such impression. The Contractor is obliged to inform third parties of the fact that he is not a government official.
- 6.4. The Contractor is exclusively liable for his employees who perform the tasks he was entrusted with.
- 6.5. Should not the Contractor perform his duties arising from the provisions hereof, the Ministry may reduce the amounts paid or demand that they would be returned, in proportion to the established failure to perform the duties. The right of the Ministry to terminate the Contract is unaffected by this.
- 6.6. The Ministry may exercise this right against the Contractor, only should not the Contractor remedy such failure to perform his duties within 15 days from the date when the Ministry informs the Contractor of such failure to perform the duties.
- 6.7. The Ministry may inspect if the standards above are maintained.

7. LIABILITY FOR DAMAGE

- 7.1. The Ministry is not liable for any damage incurred by the Contractor while performing this Contract, unless the damage is caused by wilful misconduct or gross negligence by the Ministry.

- 7.2. The Contractor is liable for any loss or damage caused while performing this Contract, even if he uses subcontractors. The Ministry is not liable for any actions or failure to meet obligations by the Contractor while performing this Contract.
- 7.3. The Contractor will compensate any damage in the event of any actions, claims or proceedings held against the Ministry by a third party as a result of the damages caused by the Contractor when performing this Contract.
- 7.4. The Contractor will take out an insurance policy against risks and damages in connection with this Contract, if required by applicable legal regulations. Upon the request by the Ministry, the Contractor agrees to take out additional insurance as reasonably practicable in line with the standard practice and in the given field. Upon the request by the Ministry, the Contractor will provide the Ministry with all relevant insurance policies.
- 7.5. The Contractor represents that,
 - he has neither made nor will he make an offer of any nature, under which he may gain benefit hereunder;
 - he has neither provided nor will he provide, neither have sought nor will seek to gain, nor has he obtained nor will he obtain any benefit, both financial or in kind, for the benefit of any party or by any party, if such benefit should consist in an illegal procedure or involves corruption, either directly or indirectly, is an incentive or remuneration related to the performance hereof.

8. TAX AND STATUTORY LEVIES

- 8.1. The Contractor is exclusively liable to comply with any tax legal regulations and rules regulating statutory levies from income applicable to him. Should he fail to comply with them, the relevant invoice becomes invalid.

9. FORCE MAJEURE

- 9.1. *Force majeure* shall mean any unforeseeable or extraordinary situation or event beyond the control of the Contracting Parties preventing any of the Parties to fulfil the obligations hereunder, not arising from default or negligence by any of the Parties or the Contractor and that may have not have been even averted even while exerting due care. With regard to defects in workmanship or material or their late delivery, labour disputes, strikes or financial problems, the *force majeure* may not be invoked, unless they arise from a specific occurrence of a *force majeure* event.
- 9.2. The Contracting Party affected by the *force majeure* event will inform the other Party of this without undue delay by a registered letter with a return receipt or in a similar fashion, while giving details of its nature, probable duration and anticipated effects.
- 9.3. Neither of the Contracting Parties will be liable for the breach of contractual obligations, if the performance thereof is hindered by a *force majeure* event. If the Contractor is unable to fulfil his contractual obligations as a result of the *force majeure* event, he is entitled to the payment for the actually performed tasks.

- 9.4. The Contracting Parties will take any required measures to limit the damage incurred to a minimum.

10. WITHDRAWAL

- 10.1. The Ministry reserves a right to withdraw from this Contract and the Contractor agrees to pay the any costs incurred arising therefrom in the following instances:
- should the Contractor fail to meet obligations related to the provision of any of the services hereunder, or
 - should the Contractor fail to present the required documents in timely manner, or
 - should the Contractor fail to comply with any of the terms and conditions hereof, or
 - should the Ministry have serious suspicion that the Contractor committed fraud, bribery, criminal conspiracy or indulged in other illegal activities that are harmful to the interest of the Ministry;
 - in the event of an early project termination by Moldova or the Czech Republic,
 - in any other event specified herein.

With the exception of the instances of fraud, bribery, criminal conspiracy or other illegal activities that are harmful to the financial interests of the Ministry, the Ministry may exercise this right only if the failure to meet such obligations or conditions is not remedied within 15 days from the date when the Ministry informs the Contractor of this.

- 10.2. Each of the Contracting Parties may withdraw from this Contract upon the occurrence of the *force majeure* event, of which it was informed in line with Article 9.2.

11. SUSPENSION OF FULFILMENT

- 11.1. Notwithstanding the right of the Ministry to withdraw from this Contract, the Ministry may in justified cases suspend the fulfilment of this Contract, commissioned orders or special contracts or any parts thereof. The suspension is effective as of the day when the Contractor receives a notice of this by a registered letter with return receipt or in similar fashion, or as of the later date specified in the notice. At any time following the suspension, the Ministry may request the Contractor to continue with the suspended work. The Contractor may not claim compensation as a result of the suspension of the Contract, orders or special contracts or any parts thereof.

12. AMENDMENTS

- 12.1. Any amendments hereto must be made in writing and must be signed by the Contracting Parties; otherwise such amendments are not effective and valid.

13. DECISIVE LAW AND DISPUTE RESOLUTION

- 13.1. This Contract is governed by national substantive and procedural law of the Czech Republic.

- 13.2. Any dispute between the Contracting Parties arising from the interpretation or fulfilment hereof, that may not be resolved amicably, will be brought before the courts of the Czech Republic.

14. FINAL PROVISIONS

- 14.1. This Contract comes into force when it is signed by duly authorised representatives of both Contracting Parties and will remain in effect until the transfer of the last payment from the account of the Ministry to the Contractor's account (Please refer to Article 2.5 hereof).
- 14.2. The Contractor acknowledges that the Contract, including any of its annexes or future amendments, will be published on the contracting authority's profile (https://mpsv.ezak.cz/profile_display_2.html) pursuant to the obligation by the Ministry under Section 147 of Act No. 137/2006 Coll., on Public Contracts, as amended.
- 14.3. Done in Prague and Chisinau in three duplicates in English with the validity of an original document. The Ministry will receive two duplicates and the Contractor will receive one.

Prague, date:

Chisinau, date:

.....

For Ministry of Labour and Social Affairs of the
Czech Republic:

Vlastimil Váňa
Deputy to the Head of Department for EU and
International Cooperation

AFFIDAVID
LIST OF SUB-CONTRACTORS

Applicant shall select either option 1 or 2

Option 1:

Fulfillment of the Public Contract shall be performed by the sub-contractors listed below:

Name of entity, Registered office, Tax ID	Definition of particular task, the Contractor shall perform via a sub-contractor	% share on fulfillment	Statement, whether the contractor will use this sub-contractor as a proof of compliance with qualification

Option 2:

Fulfillment of the Public contract shall not be performed by the sub-contractors.

In Date

.....

Signature

title, name, surname, role

**AFFIDAVIT
STRUCTURED CURRICULUM VITAE**

As a member of implementation team, I hereby declare, that details stipulated bellow are truthful.

Name and surname of implementation team member

Date of birth:	.....
Education: <i>(Min. University degree in sociology or social work, social economy respectively)</i>	.....
Additional qualification:	
Current experience in the field of public contract subject matter in months: <i>(Min. 3 years of experience in the field)</i>	.....
Current experience in the field of concepts or education in social work/social services:	.....
Experience in projects with international participation:	.....
Language knowledge: <i>(Achieved level of English language proficiency (level of C1 or higher – including attended language courses, stays abroad, collaboration with international participation etc.)</i>	.....
Information on relation to the contractor: <i>(Employee, / sub-contractor etc.)</i>	.....

In Date

.....
Signature

