

Help – Hilfe zur Selbsthilfe, Adenauerallee 131a, 53113 Bonn

Bonn, 14.05.2025

Ref: [PMDA-007-23-25-A1]

Einladung zur Angebotsabgabe für eine interne Rechnungsprüfung (2 Wochen)

Sehr geehrte Damen und Herren,

Help – Hilfe zur Selbsthilfe e.V. ist eine gemeinnützige, unabhängige Organisation, die anlässlich des Krieges in Afghanistan 1981 gegründet wurde und heute weltweit tätig ist. Schwerpunkte sind Not- und Flüchtlingshilfe, Wiederaufbauhilfen und Projekte zur langfristigen Existenzsicherung.

Für die Überprüfung eines von Aktion Deutschland Hilft finanzierten Projektes, umgesetzt in der Republik Moldau, suchen wir spätestens zum 30.06.2025 eine/n

Rechnungsprüfer/in

für die maximale Dauer von drei Wochen.

Die vollständigen Ausschreibungsunterlagen im Anhang enthalten:

A. Terms of Reference

B. Mustervertrag und zusätzliche Bedingungen zur Kenntnisnahme

- I. Vertragsentwurf
- II. General Terms and Conditions for Service Contracts
- III. Code of Conduct
- IV. Declaration for Tenderers Candidates and Suppliers
- V. Confirmation of Compliance

Sollten wir Ihr Interesse geweckt haben, freuen wir uns über ein Angebot inkl. drei Referenzen per E-Mail bis spätestens 01.06.2025 an kapoor@help-ev.de.

Nähere Informationen zu unserer Arbeit erhalten Sie unter www.help-ev.de.

Mit freundlichen Grüßen

Chandni Kapoor

Programmanagement & Controlling Südosteuropa und Republik Moldau

Terms of Reference

Externe Rechnungsprüfung MDA 007

Zeitraum der Prüfung:

max. Dauer: 3 Wochen

Angebotsabgabe bis 01.06.2025

Prüfobjekt: ein durch *Aktion Deutschland Hilft* finanziertes Projekt, umgesetzt in der Republik Moldau

Ziele

Das Hauptziel der Rechnungsprüfung ist die Kontrolle der größtmöglichen Anzahl von Belegen (Gesamtumfang ca. 550 Belege), die den Aktion Deutschland Hilft von Help - Hilfe zur Selbsthilfe e.V. vorgelegten Finanzbericht stützen.

Die Rechnungsprüfung muss sicherstellen, dass

- die Ausgaben durch die Originalbelege in angemessener Weise gedeckt werden und genau ausgewiesen wurden;
- die Ausgaben während der Projektdauer angewiesen wurden;
- die Ausgaben für das Projekt ordnungsgemäß genehmigt wurden.
- der Umtausch lokaler Währungen in EURO verwendete Verfahren den üblichen Standards für Rechnungslegungspraktiken entspricht.

Methoden

Die anzuwendenden Rechnungsprüfungsmethoden und -techniken müssen den internationalen Rechnungsprüfungsstandards für die Kontrolle von Originalbelegen entsprechen. Dabei ist auch eine remote durchgeführte Rechnungsprüfung möglich.

Berichterstattung

Der/die Rechnungsprüfer/in übergibt Help – Hilfe zur Selbsthilfe e.V. einen Berichtsentwurf der Ergebnisse einschließlich einer Stellungnahme, eine Prüfungszusammenfassung und eine Reihe von Schlussfolgerungen und Empfehlungen, und zwar nicht später als einen Monat nach Ende des Prüfungszeitraums.

Diese Ergebnisse müssen von beiden Parteien vor der Erstellung des Prüfungsberichts überprüft und ihnen mitgeteilt werden. Der Schlussbericht muss die in dieser Richtlinie festgelegten Ziele erreichen. Für jede vom Rechnungsprüfer ausgesprochene Empfehlung muss der Schlussbericht die Stellungnahme von Help –Hilfe zur Selbsthilfe e.V., die sie anlässlich der Nachbesprechung in ihrer Geschäftsstelle im Empfängerland abgegeben hat, enthalten.

Für den Fall, dass Ausgaben ohne Beleg gefunden werden, müssen die Rechnungsprüfer bei ihrer Stellungnahme genaue Angaben zu den Gründen und Beträgen machen.

Der/die Rechnungsprüfer/in legt auch der Mitgliedsorganisation eine Prüfungsmitteilung vor, die folgende Punkte enthält:

- Festgestellte Unregelmäßigkeiten oder Betrug (z.B. private Nutzung von Mitteln der Aktion Deutschland Hilft, Urkundenfälschung wie beispielsweise gefälschte Berichte oder Rechnungen).
- Aspekte im Zusammenhang mit mangelnder Bereitschaft zur Zusammenarbeit auf Seiten von Help.
- Probleme bei der finanziellen Überwachung der Projekte.

Berichte sind in deutscher oder englischer Sprache zu verfassen. Weitere Hinweise auf die Form der Stellungnahme werden nach Einigung übersandt.

B Contract (Service)

CONTRACT TITLE: *External audit for project MDA-007-23 / Republic Moldova / ADH*

Reference no.: PMDA-007-23-25-A1

Help – Hilfe zur Selbsthilfe e.V.
Adenauerallee 131 a
53113 Bonn
("The Contracting Authority")

and

("The Contractor")

[Name and address of candidate]

have agreed as stipulated in the attached document:

For the Contractor

Name:

Title:

Signature:

Date:

For the Contracting Authority

Name:

Title:

Signature:

Date:

This Contract shall be signed and stamped by the Contractor and returned to Help Bonn, (kapoor@help-ev.de) latest within 5 working days from date of receipt.

Special conditions

B.1 Scope of services

The subject of the Contract is the external audit for project MDA-007-23. The “Services” are described in the Terms of Reference

B.2 Commencement and Completion Date

The Contract shall commence on 30.06.2025 after signature of this Contract by both parties and shall be completed latest on 20.07.2025.

B.3 Delivery of Services

The Contractor agrees to deliver Services to the Contracting Authority pursuant to the Contract, which shall conform with the Terms of References, Annex 1 and the price specified in this Contract.

In the event of the Contracting Authority placing a contract, which the Contractor considers it cannot substantially meet because of unavailability of staff or inability to meet the Terms of References, before proceeding to make a partial delivery of the services, the Contractor shall seek further written instructions from the Contracting Authority.

The Contractor shall cover all costs related to the remedy of an unacceptable Service.

The Contractor shall be responsible for providing all the necessary personnel, equipment, materials and supplies and for making all necessary arrangement for the performance of its obligations under this Contract.

B.4 Remuneration

In consideration for his/her services, the Contractor shall receive a global remuneration of EUR **[insert amount]**. This global remuneration covers the Contractor’s fee rate, including overhead, profit, all his/her obligations, leave, sick leave, overtime and holiday pay, taxes, social charges, etc. and all expenses (such as transport, accommodation, food, office expenses, etc.) to be incurred for the performance of the Contract. The global remuneration covers all obligations of the Contractor under the Contract (without depending on actual time spent on the assignment) and all matters and things necessary for the proper execution and completion of the services and the remedying of any deficiencies therein.

B.5 Reporting

The Contractor shall submit reports as specified in the Terms of Reference, Annex 1. The Contractor shall keep the Contracting Authority updated on contract progress on a regular basis.

B.6 Payment

Payments shall be made in EUR by bank transfer to the following account:

Account Number: **[to be filled-in by the Contractor]**

Name of Bank: **[to be filled-in by the Contractor]**

Account name: **[to be filled-in by the Contractor]**

Swift Code: **[to be filled-in by the Contractor]**

Payment will be made by the Contracting Authority within 10 days from approval by the Contracting Authority and receipt of the Contractor’s invoice and the final report.

B.7 Tax and social contributions

The Contracting Authority shall have no obligation or responsibility in connection with taxes or levies payable by the Contractor in its country of establishment or in the beneficiary country in connection with its performance of this Contract.

B.8 Order of precedence of contract documents

The Contract is made up of the following documents, in order of precedence:

1. This Contract
2. Terms of Reference (Annex 1)
3. Offer signed by the Contracting Authority (Annex 2)

4. General Terms and Conditions for Service Contracts (Annex 3)
5. Code of Conduct for Contractors (Annex 4)

The various documents making up the Contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

B.9 Language

The language of this Contract and of all written communications between the Contractor and the Contracting Authority shall be English and/or German.

B.10 Entry into force and duration

The Contract shall enter into force and effect after signature by both parties of this Contract. The Contract shall remain into force and effect until the end of the liability period as defined in the Help General Terms and Conditions for Service Contracts.

B.11 Notices

Any written communication relating to this contract between the Contracting Authority and the Contractor must state the Contract title and Contract number and must be sent by email to the addresses identified in this Contract.

General Terms And Conditions For Service Contracts

1 Definitions

In these general terms and conditions the terms:

- a) “contract” is the agreement entered into by the Contracting Authority and the Contractor for the performance of the services described in the terms of reference, to which these general terms and conditions are made applicable; the contract is constituted of the documents listed in the Service Contract.
- b) The Contracting Authority’s “partners” are the organisations to which the Contracting Authority is associated or linked;
- c) “personnel” is any person assigned by the Contractor to the performance of the services or any part hereof, whether through employment, sub-contracting or any other agreement; and “key experts” are those members of the personnel whose involvement is considered instrumental in the achievement of the contract objectives;
- d) “beneficiary country” is the country where the services are to be performed, or where the project to which the services relate is located.

2 Relations between the Parties

Nothing contained in the contract shall be construed as establishing a relation of master and servant or of agent and principal as between the Contracting Authority and the Contractor. Except if otherwise provided in the contract, the Contractor shall under no circumstances act as the representative of the Contracting Authority or give the impression that the Contractor has been given such authority. The Contractor has complete charge of the personnel and shall be fully responsible for the services performed by them.

3 Scope of Services

The scope of the services including the methods and means to be used by the Contractor, the results to be achieved by him and the verifiable indicators are specified in the Terms of Reference. The Contractor shall be responsible for everything which is required for the performance of the services in accordance with what is specified in the contract, or which must otherwise be regarded as forming part of the services.

4 Compliance with Laws and Respect of Traditions

The Contractor shall respect and abide by all laws and regulations in force in the beneficiary country and shall ensure that its personnel, their dependants, and its local employees also respect and abide by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Contractor, its personnel and their dependants of such laws and regulations.

The Contractor, its personnel and their dependants shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the beneficiary country.

5 Code of Conduct

The Contractor shall at all times act loyally and impartially and as a faithful adviser to the Contracting Authority and shall perform the services with due care, efficiency and diligence, in accordance with the best professional practice.

6 Discretion and Confidentiality

The Contractor shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any particulars of the contract without the prior consent in writing of the Contracting Authority. It shall, in particular, refrain from making any public statements concerning the project or the services without the prior approval of the Contracting Authority.

7 Conflict of Interest

The Contractor shall refrain from engaging in any activity which conflicts with his obligations towards the Contracting Authority under the contract.

The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified in writing to the Contracting Authority without delay. The Contractor shall replace, immediately and without compensation from the Contracting Authority, any member of its personnel exposed to such a situation.

8 Corrupt Practices

The Contractor and the personnel shall refrain from performing, condoning or tolerating any corrupt, fraudulent, collusive or coercive practices, whether such practices are in relation with the performance of the contract or not. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value as an inducement or reward for doing or forbearing to do any act in relation to the contract or any other contract with the Contracting Authority, or for showing favour or disfavour to any person in relation to the contract or any other contract with the Contracting Authority.

The payments to the Contractor under the contract shall constitute the only income or benefit it may derive in connection with the contract and neither it nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under the contract.

The execution of the contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company.

The Contractor further warrants that no official of the Contracting Authority and/or their partner has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract.

9 Joint Venture or Consortium

If the Contractor is a joint venture or a consortium of two or more legal persons, all such persons shall be jointly and severally bound to fulfil the terms of the contract. The person designated by the joint venture or consortium to act on its behalf for the purposes of this contract shall have the authority to bind the joint venture or consortium.

For the purposes of performance of the contract, the joint venture or consortium shall act as, and be considered, a single person and, in particular, shall have bank account opened in its name, shall submit to the Contracting Authority single guarantees if required, and shall submit single invoices and single reports.

The composition of the joint venture or a consortium shall not be altered without the prior written consent of the Contracting Authority.

10 Specifications and Designs

The Contractor shall prepare all specifications and designs using accepted and generally recognised systems acceptable to the Contracting Authority and taking into account the latest design criteria.

11 Information

The Contractor shall furnish the Contracting Authority or any person authorised by the Contracting Authority with any information relating to the services and the project as the Contracting Authority may at any time request.

12 Reports

The frequency, deadlines, format and contents of the reports to be drawn up by the Contractor in relation to the performance of the contract shall be described in the Terms of Reference.

13 Contractor's Personnel

13.1. The Contractor shall employ and provide such qualified and experienced personnel as are required to carry out the services, and the Contractor shall be responsible for the quality of the personnel.

The names, outputs, duties and CVs of key experts and the titles, job descriptions, minimum qualifications, estimated periods of engagement in the carrying out of the services of each of the personnel and key experts are described in the Organisation and Methodology part of the contract. The Contractor must inform the Contracting Authority of all non-expert personnel it intends to use for the implementation of the contract. The Contracting Authority shall have the right to oppose the Contractor's choice of personnel.

13.2. No changes shall be made in the personnel without the prior consent of the Contracting Authority. The Contractor shall provide a replacement with at least equivalent qualifications and experience and acceptable to the Contracting Authority if:

- a) on account of death, sickness or accident, a member of the Personnel is unable to continue providing his services,
- b) any member of the personnel is found by the Contracting Authority to be incompetent in discharging or unsuitable for the performance of his duties under the Contract,
- c) for any reasons beyond the control of the Contractor, it becomes necessary to replace any member of the Personnel.

The request for replacement must be made in writing and state the reasons therefore. The Contractor shall proceed swiftly with the request and propose a replacement with at least equivalent qualifications and experience. The remuneration to be paid to the replacement cannot exceed that received by the replaced member of the personnel. Failure by the Contractor to propose a replacement for a key expert satisfactory to the Contracting Authority, shall give the right to the Contracting Authority to terminate the contract. Additional costs arising out of a replacement shall be borne by the Contractor.

13.3. Working hours

The days and hours of work of the Contractor or/and its personnel in the beneficiary country shall be fixed on the basis of the laws, regulations and customs of the beneficiary country and the requirements of the services.

13.4. Leave entitlement

Any taking of holiday leave by the personnel during the period of implementation of the contract must be at a time approved by the Contracting Authority.

Overtime, sick leave pay and holidays leave pay are deemed to be covered by the Contractor's remuneration.

14 Sub-Contracting

Except from the subcontractors listed in the contract, the Consultant shall not subcontract to nor engage another independent contractor to perform any part of the services without the prior written consent of the Contracting Authority. Subcontractors must satisfy the eligibility criteria applicable for the award of the contract.

The Contracting Authority shall have no contractual relations with the subcontractors. The provisions of the contract, including these general terms and conditions, and in particular article 13.2 shall, where practicable, apply to the subcontractors and their personnel.

15 Liability

At its own expense, the Contractor shall indemnify, protect and defend, the Contracting Authority, its agents and employees, from and against all actions, claims, losses or damages arising from any act or omission by the Contractor in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

Approval by the Contracting Authority of the Contractor's reports and issue of Completion Certificate shall not relieve the Contractor of its liability and shall not prevent the Contracting Authority from claiming damages.

The Contractor shall remain liable for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract (the "liability period"). This time limit does not however apply when the damage arises from gross negligence or wilful misconduct of the Contractor.

During the liability period, or as soon as practicable after its expiration, the Contractor shall, at its expense, upon instruction of the Contracting Authority, remedy any deficiencies in the performance of the services. In case of default on the part of the Contractor to carry out such instructions, the Contracting Authority shall be entitled to hire another contractor to carry out the same, at the Contractor's expense.

16 Insurance

Within 20 days of signing the contract, the Contractor shall take out and maintain, at its own cost, a full indemnity insurance policy covering its professional liability under the contract and article 15 above, from the commencement date and until the end of the liability period.

Within 20 days of signing the contract, the Contractor shall take out and maintain a full indemnity insurance policy for a sum up to the higher of the maximum amount foreseen by the legislation of the country of the Contracting Authority and the amount foreseen by the legislation of the country in which the Contractor has its headquarters and covering, during the period of implementation of the contract, the following risks:

- (a) loss of or damage to property purchased with funds provided under the contract, or produced by the Contractor;
- (b) loss or damage to equipment, material and office facilities made available to the Contractor by the Contracting Authority;
- (c) civil liability for accidents caused to third parties arising out of acts performed by the Contractor, its personnel and their dependents;
- (d) employer's liability and workers' compensation in respect of the personnel as well as sickness, accident or death affecting the personnel and their dependents, including the cost of repatriation on health grounds;
- (e) such other insurance as required by the laws in force in the beneficiary country.

Prior to the commencement date, the Contractor shall provide evidence to the Contracting Authority that the above insurances have been effected. During execution of the contract, the Contractor shall, when required, provide the Contracting Authority with copies of the insurance policies and the receipts for payment of premiums.

17 Intellectual and Industrial Property Rights

All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations, databases, software and supporting records or materials acquired, compiled or prepared by the Contractor in the performance of the contract shall, with the copyright thereto, be the absolute property of the Contracting Authority. The Contractor shall, upon completion of the contract, deliver all such documents and data to the Contracting Authority. The Contractor may not retain copies of such documents and data and shall not use them for purposes unrelated to the contract without the prior written consent of the Contracting Authority.

The Contractor shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained from the Contracting Authority, without the prior written consent of the Contracting Authority.

18 Records

The Contractor shall keep separate, accurate and systematic records and accounts in respect of the services in such form and detail as is customary in the profession and sufficient to establish accurately that the number of working days and the actual reimbursable expenditure identified in the Contractor's invoice(s) have been duly incurred for the performance of the services.

For a fee-based contract, timesheets recording the days worked by the Contractor's personnel must be maintained by the Contractor. The timesheets must be approved by the Contracting Authority or any person authorised by the Contracting Authority or the Contracting Authority itself on a monthly basis. The amounts invoiced by the Contractor must correspond to these timesheets. In the case of long-term experts, these timesheets must record the number of days worked. In the case of short-term experts, these timesheets must record the number of hours worked. Time spent travelling exclusively and necessarily for the purpose of the Contract may be included in the numbers of days or hours, as appropriate, recorded in these timesheets.

Such records must be kept for a 7-year period after the final payment made under the contract. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips for the remuneration paid to the experts and invoices or receipts for reimbursable expenditure. Failure to maintain such records constitutes a breach of contract and will result in the termination of the contract.

19 Obligations of Contracting Authority

19.1. The Contracting Authority shall provide the Contractor as soon as possible with any information and/or documentation at its disposal which may be relevant to the performance of the contract.

On all matters properly referred to it in writing by the Contractor, the Contracting Authority shall give its decisions so as not to delay the services, and within a reasonable time.

19.2. The contract shall specify whether the Contracting Authority is to provide the Contractor with equipment, facilities, counterpart personnel or specific assistance, and shall detail under which conditions. If the provision of such agreed counterpart personnel, equipment, facilities and assistance is delayed or not forthcoming, the Contractor shall endeavour to perform the Services as far as is possible. The parties shall agree on how the affected parts of the services shall be carried out, and the additional payments, if any is due, to be made by the Contracting Authority to the Contractor as a result of additional expenditures.

20 Contract Price and Payments

Contracts are either "global price" or "fee-based".

20.1. Fee-based contract

In consideration of the services performed by the Contractor under the contract, the Contracting Authority shall make to the Contractor such payments of fees and such reimbursement of costs as provided in the contract.

Fees shall be determined on the basis of time actually spent by the key experts in the performance of services at the fee rates specified in the contract. Fee rates are deemed to remunerate all the activities of the Contractor in the performance of the services and to cover all expenses and costs incurred by the Contractor which are not included in the agreed reimbursable costs.

The Contracting Authority shall reimburse to the Contractor the reimbursable costs and expenses specified in the contract, actually and reasonably incurred in the performance of the services.

Costs and expenses which are not mentioned in the contract shall be deemed covered by the overhead of profit included in the fees.

The currency of payments of fees and reimbursable costs and applicable exchange rates are set out in the contract.

20.2. Global price contract

The global price covers both the Contractor's and its personnel's fees and all expenses to be incurred for the performance of the contract. The global price is in consideration for all obligations of the Contractor under the contract and all matters and things necessary for the proper execution and completion of the services and the remedying of any deficiencies therein.

20.3. Revision

Unless otherwise stipulated in the contract, the global price of a global price contract and the fee rates of a fee-based contract shall not be revised.

20.4. Guarantees

In the case an advance payment for fees and for reimbursable costs (fee-based contract) or a pre-financing payment (global price contract) is agreed in the contract, its payment by the Contracting Authority shall be subject to the prior presentation by the Contractor to the Contracting Authority of an approved performance security, advance payment or pre-financing guarantee, if so agreed and under the conditions specified in the Service Contract.

20.5. Conditions of Payment

Payments will be made by the Contracting Authority with the frequency, instalments, time limits, amounts and currencies, and under the conditions, in particular on the contents of invoices, specified in the special conditions of the contract. Payment of the final balance shall be subject to performance by the Contractor of all its obligations under the contract and the issue by the Contracting Authority of the completion certificate described in article 25.

20.6. Late payment

If the time periods laid down for payments by the Contracting Authority have been exceeded by more than two months and where the Contracting Authority cannot invoke a case of suspension or withholding of payments provided for in these terms and conditions, the Contractor may claim interest calculated on any amount due, prorated on the number of days of delay at the official bank rate of the beneficiary country (if amounts due are in the currency of that country), or at the rate applied by the European central bank (where amounts due are in Euro), plus 2% per year.

21 Delays in Performance

If the Contractor does not perform the services within the period of implementation specified in the contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of implementation specified in the contract and the actual end of the period of implementation.

The daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of implementation.

If these liquidated damages exceed more than 15% of the contract value, the Contracting Authority may, after giving notice to the Contractor:

- a) terminate the contract; and
- b) complete the services at the Contractor's own expense.

22 Breach of Contract

Either party commits a breach of contract where it fails to discharge any of its obligations under the contract.

Where a breach of contract occurs, the party injured by the breach shall be entitled to the following remedies:

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

In any case where the Contracting Authority is entitled to damages, it may deduct such damages from any sums due to the Contractor or call on the appropriate guarantee.

The Contracting Authority shall be entitled to compensation for any damage which comes to light after the contract is completed in accordance with the law governing the contract.

23 Suspension of Performance

The Contractor shall, on the request of the Contracting Authority, suspend the performance of the services or any part thereof for such time and in such manner as the Contracting Authority may consider necessary.

In such event of suspension, the Contractor shall take immediate action to reduce the costs incident to the suspension to a minimum. During the period of suspension, and except where the suspension is due to any default of the Contractor, the Contractor shall be reimbursed for additional costs reasonably and necessarily incurred by it as a result of the suspension.

24 Amendment of the Contract

Substantial modifications to the contract, including modifications to the total contract amount, must be made by means of an addendum.

25 Completion Certificate

Upon completion of the services, and once (a) the Contracting Authority has approved the Contractor's completion report, (b) the Contracting Authority has approved the Contractor's final invoice and final audited statement, the Contracting Authority shall deliver a completion certificate to the Contractor.

26 Termination by the Contracting Authority

26.1 The Contracting Authority may terminate the contract after giving a 7 days' notice to the Contractor in any of the following cases:

- a) the Contractor is in breach of its obligations under the contract and/or fails to carry out the services substantially in accordance with the contract;
- b) the Contractor fails to comply within a reasonable time with the notice given by the Contracting Authority requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services;
- c) the Contractor refuses or neglects to carry out instructions given by the Contracting Authority;
- d) the Contractor's declarations in respect of its eligibility (article 33) and/or in respect of article 31 and article 32, appear to have been untrue, or cease to be true;
- e) the Contractor takes some action without requesting or obtaining the prior consent of the Contracting Authority in any case where such consent is required under the contract;
- f) any of the key experts is no longer available, and the Contractor fails to propose a replacement satisfactory to the Contracting Authority;
- g) any organisational modification occurs involving a change in the legal personality, nature or control of the Contractor or the joint venture or consortium, unless such modification is recorded in an addendum to the contract;
- h) the Contractor fails to provide the required guarantees or insurance, or the person providing the underlying guarantee or insurance is not able to abide by its commitments.

26.2 Termination by Contracting Authority for convenience

The Contracting Authority may terminate the contract in whole or in part for its convenience, upon not less than 14 days' notice. The Contracting Authority shall not use this right of termination in order to arrange for the services to be executed by another contractor, or to avoid a termination of the contract by the Contractor.

27 Termination by the Contractor

The Contractor may terminate the contract after giving a 7 days' notice to the Contracting Authority in any of the following cases:

- a) the Contractor has not received payment of that part of any invoice which is not contested by the Contracting Authority, within 90 days of the due payment date,
- b) the period of suspension of the performance of the contract under article 23 has exceeded six months;

- c) the Contracting Authority is in material breach of its obligations under the Contract and has not taken any actions to remedy the same within 30 days following the receipt by the Contracting Authority of the Contractor's notice specifying such breach.

If the Contractor is a natural person, the contract shall be automatically terminated if that person dies.

28 Rights and Obligations upon Termination

28.1. Upon termination of the contract by notice of either party to the other, the Contractor shall take immediate steps to bring the services to a close in a prompt and orderly manner and in such a way as to keep costs to a minimum.

28.2. If the Contracting Authority terminates the contract in accordance with article 26.1 it may, thereafter, complete the services itself, or conclude any other contract with a third party, at the Contractor's expense.

The Contracting Authority shall, as soon as is possible after termination, certify the value of the services and all sums due to the Contractor as at the date of termination. It shall, subject to article 28.1 and 28.3, make the following payments to the Contractor:

- (a) remuneration pursuant to the contract for services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable costs (if fee-based contract) for costs actually incurred prior to the effective date of termination;
- (c) except in the case of termination pursuant to article 26.1 reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract;
- (d) in case of termination under article 26.2 and 27, reimbursement for the actual and reasonable costs incurred by the Contractor as a direct result of such termination and which could not be avoided or reduced by appropriate mitigation measures.

The Contractor shall not be entitled to claim, in addition to the above sums, compensation for any loss or injury suffered.

28.3. In case of termination of the contract for any reason whatsoever, any pre-financing guarantee which might have been granted to the Contracting Authority under article 20.4, may be invoked forthwith by the Contracting Authority in order to repay any balance still owed to the Contracting Authority by the Contractor, and the guarantor shall not delay payment or raise objection for any reason whatever.

28.4. If the Contracting Authority terminates the contract under article 26.1, it shall be entitled to recover from the Contractor any loss it has suffered up to that part of the contract value which corresponds to that part of the services which has not, by reason of the Contractor's default, been satisfactorily completed.

29 Force Majeure

Neither party shall be considered to be in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of force majeure which arise after the date of signature of the contract by both parties.

The term "force majeure", as used herein shall mean acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar unforeseeable events, beyond the control of either party and which by the exercise of due diligence neither party is able to overcome.

A party affected by an event of force majeure shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with a minimum of delay.

If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall notify the other party immediately giving details of the nature, the probable duration and likely effect of the circumstances. Unless otherwise directed by the Contracting Authority in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all

reasonable alternative means for performance of its obligations which are not prevented by the force majeure event. The Contractor shall not put into effect such alternative means unless directed so to do by the Contracting Authority.

30 Applicable Law and Disputes

The contract is governed by, and shall be construed in accordance with the laws of the Contracting Authority's country.

Any dispute or breach of contract arising under this contract shall be solved amicably if at all possible. If not possible and unless provided in the Service Contract, it shall be settled finally by court decision, which shall be held under the law of the Contracting Authority's country. Any ruling by the court will be final and directly executable in the country of the Contractor.

31 Child Labour and Forced Labour

The Contractor (and each member of a joint venture or a consortium) warrants that it and its affiliates comply with the UN Convention on the Rights of the Child - UNGA Doc A/RES/44/25 (12 December 1989) with Annex – and that it or its affiliates has not made or will not make use of forced or compulsory labour as described in the Forced labour Convention and in the Abolition of Forced Labour Convention 105 of the International Labour Organization. Furthermore the Contractor warrants that it, and its affiliates, respect and uphold basic social rights and working conditions for its employees. Any breach of this representation and warranty, in the past or during the performance of the contract, shall entitle the Contracting Authority to terminate this contract immediately upon notice to the Contractor, at no cost or liability for the Contracting Authority.

32 Mines

The Contractor and each member of the joint venture or a consortium) warrants that it and its affiliates is NOT engaged in any development, sale or manufacture of anti-personnel mines and/or cluster bombs or components utilized in the manufacture of anti-personnel mines and/or cluster bombs. Any breach of this representation and warranty shall entitle the Contracting Authority to terminate this contract immediately upon notice to the Contractor, at no cost or liability for the Contracting Authority.

33 Ineligibility

By signing the purchase order, the Contractor (or, if a joint venture or a consortium, any member thereof) certifies that they are NOT in one of the situations listed below:

- (a) They are bankrupt or being wound up, are having their affairs administrated by courts, have entered into an agreement with creditors, have suspended business activities, are the subject of proceedings concerning house matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) They have been convicted of an offence concerning their professional conduct by a judgement that has the force of res judicata;
- (c) They have been guilty of grave professional misconduct proven by any means that the Contracting Authority can justify;
- (d) They have not fulfilled obligations relating to the payment of social security contributions or payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the Contracting Authority or those of the country where the contract is to be performed;
- (e) They have been the subject of a judgement that has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Contracting Authority or the European Community's financial interests;
- (f) Following another procurement procedure or grant award procedure financed by the European Community budget, by a UN Agency or following another procurement procedure carried out by the Contracting Authority or one of their partners, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

34 Checks and Audits

The Contractor shall permit the Contracting Authority or its representative to inspect, at any time, records including financial and accounting documents and to make copies thereof and shall permit the Contracting Authority or any person authorized by it, including the European Commission, the European Anti-Fraud Office and the Court of Auditors in case the contract is financed by the European Community budget, at any time, to have access to its financial accounting documents and to audit such records and accounts both during and after the provision of the services. In particular, it may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses.

35 Liability

Under no circumstances or for no reason whatsoever will the Back donor entertain any request for indemnity or payment directly submitted by the (Contracting Authority's) contractors.

Affirmative Statement

We hereby confirm that we have received, read, and understood Help General Terms and Conditions for Service Contracts.

We declare that we shall carry out our duties to comply with the abovementioned provisions and work for the implementation thereof. This, to the highest professional standards and in the best interests of Help. We acknowledge that this commitment is not linked to the possibility for future contract awards.

We are fully aware that any failure to sign and comply with these General Terms and Conditions for Service Contracts could lead to exclusion from the tender/procurement procedure and to the rejection of the bid/tender.

We are also fully aware that unwillingness to corporate with Help or breach of these General Terms and Conditions for Service Contracts will lead to termination of awarded contracts.

Company name:

Full name and position of signatory:

Date:

Signature and stamp:

Code of Conduct for Contractors: Ethical Principles and Standards

Preamble

The Help Code of Conduct is based on the corporate values and principles of action of “Help – Hilfe zur Selbsthilfe e.V.” as stipulated in the statutes of the association.

This Code of Conduct for Contractors and its related principles and standards are based on recommendations from the UN Global Compact principles¹ and ECHO’s Humanitarian Aid guidelines for Procurement 2011².

Help as a humanitarian actor and as a buying organisation in that role, influences the flow and allocation of economic resources and consequently has a direct or indirect impact on poverty, rights, social and environmental conditions. Therefore, Help has a responsibility to promote fair and ethical procurement. Practicing ethical procurement means looking beyond economic parameters and efficiency. The life cycle of the resources we procure and the related social consequences, risks and implications for people, society and the environment, shall be considered in the procurement process.

By this Code of Conduct for Contractors, Help seeks to apply ethics to our procurement. The objective of this code is to ensure that the contractors we work with act socially and environmentally responsible.

General Conditions

This Code of Conduct for Contractors defines ethical principles and standards for our contractors. All of Help’s contract Parties are expected to comply with this code and make the principles of this code known to any subcontractor used by the contract party and ensure that subcontractors adhere to these standards accordingly.

The provision of the ethical standards constitutes minimum rather than maximum standards. National laws shall be complied with, and where the provisions of law and Help standards address the same subject, the highest standard shall apply.

All contract parties are requested to sign this Code of Conduct and thereby confirm that they uphold its standards and work actively towards its implementation as far as applicable to their status and areas of activity.

Respect for Human, Social and Labour Rights

Help’s contractors must at all times protect and promote human, social and labour rights and work actively to address issues of concern. As a minimum they are obliged to comply with the following ethical standards:

Respect for Human Rights

The contract party represents and warrants that neither it nor any of its subcontractors violates the fundamental human rights as set out in UN Universal Declaration of Human Rights and the European Convention on Human Rights. The basic principles of the Universal Human Rights are that all human beings are born free and equal in dignity and in rights, and everyone has the right to life, liberty and security of the person. Contractors are responsible to uphold and promote the Human Rights towards employees and the community in which they operate.

¹ <https://www.unglobalcompact.org/what-is-gc/mission/principles>

² http://ec.europa.eu/echo/files/partners/humanitarian_aid/Procurement_Guidelines_en.pdf

Non exploitation of Child Labour

The contract party represents and warrants that neither it nor any of its subcontractors are engaged in any practice of exploitation of child labour³ or other practice inconsistent with the rights as set out in the UN Convention on the Rights of the Child. The contract party is required to take all necessary steps to prevent the employment of child labour. A child is defined as a person under the age of 18 and children shall not be engaged in any work that is likely to compromise their health, safety, mental and social development or that is hazardous to interfering with their education.

Employment is freely chosen

The contract party represents and warrants that neither it nor any of its subcontractors make use of any form of forced or bonded labour and that they respect workers freedom to leave their employer.

Freedom of association and the right to collective bargaining

The contract party represents and warrants that it and all of its subcontractors recognise workers right to join or form trade unions and bargain collectively, and should adopt an open attitude towards the activities of trade unions.

Living wages are paid

The contract party represents and warrants that it and all of its subcontractors meet national minimum wage standards where they exist or ILO wage standards as a minimum. It is expected that the contract party and all of its subcontractors pay living wages. A living wage is contextual, but it should always ensure a basic living standard that is considered as decent in the respective context which means that it must meet basic needs such as food, shelter, clothing, health care and schooling as a minimum.

No discrimination in employment

The contract party represents and warrants that neither it nor any of its subcontractors practice any form of discrimination in hiring, salaries, job termination, retiring, and access to training or promotion - based on race, national origin, caste, gender, language, sexual orientation, political affiliation, age, disability, marital status, health status, or other distinguishing characteristics.

No harsh or inhumane treatment of employees

The contract party represents and warrants that it and all of its subcontractors are protecting employees and workers from any acts of physical, verbal, sexual or psychological harassment, abuse or threats or other forms of intimidation in the workplace by either their fellow workers or their managers.

Working conditions are safe, healthy and hygienic

The contract party represents and warrants that it and all of its subcontractors take adequate steps to provide a safe, healthy and hygienic working environment. Additionally workers health and safety must be a priority and adequate steps must be taken to prevent accidents and injury to health associated with or occurring in the course of work.

Working hours are not excessive

The contract party represents and warrants that it and all of its subcontractors ensure that working hours comply with national law and international standards. A working week of 7 days should not exceed 48 hours and employees must have one day off per week. Overtime shall be compensated, limited and voluntary.

Regular employment is provided

The contract party represents and warrants that it and all of its subcontractors ensure that all work performed is on the basis of a recognised employment relationship established through international conventions and national law. The contract party and all of its subcontractors must protect vulnerable group's regular employment under these laws and conventions and must provide workers with a written contract.

³ The definition of Child Labour can be found at: <https://www.unglobalcompact.org/what-is-gc/mission/principles/principle-5>

Anti-Corruption

The contract party represents and warrants that neither it nor any of its subcontractors are engaged in any sort of corruption, defined as the misuse of entrusted power for illegitimate private (individual or group) gain, including but not limited to money laundering, bribery, facilitation payments, embezzlement, extortion, favouritism and forms of fraud.

The contract party accepts and acknowledges the Help Anti-Fraud and Anti-Corruption Policy and Regulations which will form inherent component of all contracts concluded with Help.

Conflict of Interest

The contract party represents and warrants that neither it nor any of its subcontractors are engaged in any activity which conflicts with its obligation towards the contracting authority, i.e. Help, and/or the Donor Institution that funds the project under which a contract between the contracting authority and the contract party is concluded.

The contract party represents and warrants that it and all of its subcontractors will disclose to Help any situation that may appear as a conflict of interest, and disclose to Help if any Help representative, staff or professional under contract with Help may have an interest of any kind in the contract party's or any of its subcontractors' business or any kind of economic ties with the contract party or its subcontractors.

Gifts and Hospitality

The contract party represents and warrants that neither it nor any of its subcontractors will offer any benefit such as free goods or services, employment or sales opportunity to a Help representative, staff or professional under contract with Help in order to facilitate its or its subcontractors' business with Help.

Sexual Exploitation and Sexual Abuse

The contract party represents and warrants that it and all of its subcontractors are protecting all people from sexual abuse and sexual exploitation, meaning any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Similarly, the term 'sexual abuse' means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

Illegal Activity and Terrorism

The contract party represents and warrants that neither it nor any of its subcontractors are engaged in any sort of illegal activity.

The contract party represents and warrants that neither it nor any of its subcontractors are engaged in any transactions with, and/or the provision of resources and support to, individuals and organisations associated with terrorism.

Mines and Weapons

The contract party represents and warrants that neither it nor any of its subcontractors are actively and directly or indirectly engaged in any development, manufacturing, stockpiling or trade of anti-personnel mines and/or cluster munition, or components thereof, and of weapons including but not limited to firearms, chemical weapons, biological weapons and nuclear weapons.

Transport and Cargo

If a provider of transport and cargo, the contract party represents and warrants that neither it nor any of its subcontractors are engaged in transport activities which initiate, sustain, and/or exacerbate conflict or other illegal

activities. If a contract party is arranging transport, it should ensure that the transport provider has ethical standards in place and is not engaged in transport of illicit or illegal goods.

Additionally, whenever air transport is required Help will give preference to providers who are not on the EU Safety Ban List⁴.

Protection of the Environment

The contract party represents and warrants that neither it nor any of its subcontractors are violating any national or international environmental legislation and/or agreements.

The contract party represents and warrants that it and all of its subcontractors act in an environmentally responsible manner and addresses issues related to proper waste management, insuring recycling, conservation of scarce resources, and efficient energy use.

Transparency and Accountability

The contract party undertakes a duty of full disclosure of any relevant material at any time and at the sole discretion of Help in order for Help to examine any alleged breach of this Code of Conduct.

Affirmative statement

We hereby confirm that we have received, read, and understood Help's Code of Conduct for Contractors.

We declare that we shall carry out our duties to comply with the abovementioned ethical principles and standards and work for the implementation thereof. This, to the highest professional standards and in the best interests of Help. We acknowledge that this commitment is not linked to the possibility for future contract awards. We declare that we are committed to apply the ethical principles and minimum standards throughout our commercial and procurement activities. We have in place, or are working towards having in place, procedures to ensure that ethical principles and standards are upheld by our staff and our contractors.

We are fully aware that any failure to sign and comply with this Code of Conduct for Contractors could lead to exclusion from the tender/procurement procedure and to the rejection of the bid/tender.

We are also fully aware that unwillingness to cooperate with Help or serious violations of the Code of Conduct for Contractors will lead to termination of awarded contracts.

Company name:

Full name and position of signatory:

Date:

Signature and stamp:

⁴ http://ec.europa.eu/transport/air-ban/list_en.htm

Key International Conventions and Reference Documents

(All web links as accessed on 22 June 2016)

UN Universal Declaration of Human Rights, 1948;

<http://www.un.org/en/universal-declaration-human-rights/>

European Convention on Human Rights, 1950 including all protocols to the convention

http://www.echr.coe.int/Documents/Convention_ENG.pdf

ILO Declaration on Fundamental Principles and Rights at Work and its follow-up, 1998; (Annex revised 2010)

<http://www.ilo.org/declaration/thedeclaration/textdeclaration/lang--en/index.htm>

UN Convention on the Rights of the Child, 1990;

http://www.unicef.org.uk/Documents/Publication-pdfs/UNCRC_PRESS200910web.pdf

The Rio Declaration on Environment and Development, 1992;

http://www.unesco.org/education/nfsunesco/pdf/RIO_E.PDF

Convention on the Prohibition of the Use, Stockpiling, Production and Transfer of Anti-Personnel Mines and on Their Destruction, adopted 1997, entry into force 1999;

http://www.apminebanconvention.org/fileadmin/APMBC/text_status/Ottawa_Convention_English.pdf

Convention on Cluster Munitions, adopted 2008, entry into force 2010;

<http://www.clusterconvention.org/files/2011/01/Convention-ENG.pdf>

The Ten Principles of the UN Global Compact

<https://www.unglobalcompact.org/what-is-gc/mission/principles>

Guidelines for the award of Procurement Contracts within the framework of Humanitarian Aid Actions financed by the European Union

http://ec.europa.eu/echo/files/partners/humanitarian_aid/Procurement_Guidelines_en.pdf

Declaration for Candidates, Tenderers or Suppliers

Confidentiality

The Candidate/Tenderer agrees to hold in trust and confidence any information or documents disclosed to it, discovered by it or prepared by it in the course of or as a result of its participation in the above-mentioned procurement procedure, and agrees that it shall be used only for the purposes of this procedure.

Eligibility

I / We hereby declare that **[full name of the Candidate, Tenderer or Supplier]**

- (a) is (a) is not subject to any conflict of interest in the ongoing procurement procedure for this contract **[insert details of the relevant contract and procurement procedure]** with other commitments or contracts recently concluded or to be concluded either individually or through any consortium to which it might belong or through any subsidiary or related company;
- (b) is not bankrupt or being wound up or having its affairs administered by the courts. It has not entered into an arrangement with creditors or suspended business activities and is not the subject of proceedings concerning those matters. Neither is it in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (c) has never been convicted of any offence concerning its professional conduct by a judgment which has the force of res judicata;
- (d) has never been proven guilty of any grave professional misconduct;
- (e) has never failed to fulfil its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the applicable legal provisions of the country in which the Tenderer/Candidate/Supplier is established or with those of the country of the Contracting Authority or those of the country where the contract is to be performed;
- (f) has never been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity, including coercive or collusive activities, detrimental to the Contracting Authority or the European Union's financial interests;
- (g) is not currently subject to an administrative penalty
- (h) is not currently subject to any administrative penalty imposed by an EU funded donor, by a UN Agency or by any other of the Contracting Authority's donors or partners for
 - (i) being found guilty of misrepresentation in supplying the information required as a condition of participation in a procurement procedure or failing to supply this information; or
 - (ii) being declared in serious breach of contract for failure to comply with the contractual obligations.

Data Protection

I / We hereby declare that we agree to the Contracting Authority processing personal data in the context of the procurement process and any contractual agreements that might result out of it. According to article 15 GDPR (General Data Protection Regulation), you have the right to request disclosure of all personal data, that the Contracting Authority processes and stores at any time. According to article 17 GDPR you have the right to request

the revision or deletion of personal data. Any such requests or the revocation of this declaration need to be addressed to the Contracting Authority in writing.

Company name:

Full name and position of signatory:

Date:

Signature and stamp:

Confirmation of Compliance

We / I, hereby confirm that we have received, read and understood the following documents:

1. Help Code of Conduct for Contractors
2. Help General terms and Conditions for Service Contracts
3. Help Declaration for Candidates, Tenderers, or Suppliers

We hereby acknowledge and accept that we have to comply with and follow the above mentioned policies and confirm our adherence to the principles outlined in the policies and declaration regarding confidentiality and impartiality. We declare that we shall carry out our duties to comply with the above mentioned ethical principles and standards. We are also fully aware, that any violation or non-compliance of the policies and standards will lead to the termination of any awarded contracts and/or remedial actions.

We understand that the above-mentioned policies and standards will be part of any contract that we might sign with the Contracting Authority.

We / I hereby declare that we agree to the Contracting Authority processing personal data in the context of the procurement process and any contractual agreements that might result out of it. According to article 15 GDPR (General Data Protection Regulation), you have the right to request disclosure of all personal data, that the Contracting Authority processes and stores at any time. According to article 17 GDPR you have the right to request the revision or deletion of personal data. Any such requests or the revocation of this declaration need to be addressed to the Contracting Authority in writing.

Company Name:	
Name of Representative of Company:	
Date:	
Signature and Stamp:	