

## SERVICE AGREEMENT

### Development of MobileApps and Website for NGO Labyrinth

This service agreement (Agreement), has been entered on **dd/mm/yyyy**, between the following contractual parties:

**NGO Labyrinth**, as the Contracting Authority,  
And

**Name and Surname**, as the Service Provider, agree to enter into an Agreement for services (Services Agreement) in accordance with the below terms and conditions.

#### 1. The Parties

1.1 **LABYRINTH** is a non-profit organization registered in Kosovo, with registration number 5102156-8 and its address located at str. Gazmend Zajmi Nr.39c Pristina, Kosovo and, for purposes of this Agreement, shall be referred to as “LABYRINTH” or the “Contracting Authority.”

1.2 **XXXXXX** is a Company with unique identification number **XXXXXXXX** that provides professional services. For purposes of this Agreement, shall be referred to as the “The Service Provider.”

Account No:

Name of the Bank:

Address:

#### 2. Agreement Documents

2.1 The Agreement between the parties shall include the following documents:

- 1) Agreement
- 2) (Annex 1 – Terms of Reference (ToR) which contain all the mandatory specifications, the description and nature of the services to be provided and the deliverables to be submitted;
- 3) Any other Annex or instrument entered into between the parties related to this Agreement.

#### 3. Scope of Work and declaration of the Service Provider

3.1 LABYRINTH, through implementation of the project “Response to Social Protection Challenges of the Marginalized communities Led by Innovation, Education and Functionality (RELIEF)” funded by “The European Union, represented by the European Union Office in Kosovo” is contracting, the Service Provider for providing expertise, professional advice, services and deliverables as set forth in the Terms of Reference (Annex 1).

3.2 Service Provider shall provide all services in strict accordance with this Agreement and the Terms of Reference

3.3 The Service Provider has the professional qualification, the experience and the necessary skills and expertise to complete all tasks and responsibilities foreseen with this agreement;

3.4 All the information presented at the time of entering into this Agreement, including the CV, work experience, certificates, participation in trainings and other oral representations are fully accurate.

3.5 The Service Provider has never been convicted for criminal offences with a final court decision, in Kosovo or abroad, as it is foreseen with the respective legislation.

3.6 In case any of the declarations made under this article is proven to be untrue at the time of entering into this Agreement, such action shall be considered a serious violation of this Agreement, and as a result, the Contracting Authority may terminate immediately this Agreement.

#### **4. Compensation**

4.1 The Service Provider agrees to provide the services described in this Agreement and the Terms of Reference.

4.2 The services provided under this agreement will be calculated on the basis of deliverables, as specified in the Terms of Reference.

4.3 The Contracting Authority agrees to compensate the Service Provider as follows: **000.00 Euros** in a total.

4.4 Business Travel. LABYRINTH will not reimburse the Service Provider for transportation expenses (taxis, buses, flights etc.).

4.5 Local Events. LABYRINTH will not reimburse the Service Provider for local business expenses (event venues, business phone, business internet, printing, etc.) These expenses will be covered by the Contracting Authority.

#### **5. Agreement Period**

5.1 The Service Provider agrees to execute and complete the services and duties under this Agreement for the following period: **dd/mm/yyyy**. The period of performance may be modified upon written agreement of the Parties.

5.2 In the event that, due to causes beyond the control and without the fault or negligence of the Service Provider, the Service Provider is unable to fulfill obligations required by this Agreement within the allotted time frame, LABYRINTH may grant the Service Provider an extension of time as may be possible to facilitate Agreement completion.

#### **6. Billing, Payment and Responsibilities**

6.1 Payment will be made directly to the Service Provider upon submission of invoices and statements for services rendered. The Service Provider shall submit to LABYRINTH a timesheet (Daily, Weekly or Monthly) along with summaries of services performed. The timesheet shall contain a statement of hours worked on a daily basis and a description of services performed.

6.2 The Payment from paragraph 1 of this article shall be done in Euro in the bank account of the Service Provider. Payment is done upon successful completion and acceptance of the services provided and upon acceptance and approval of Time Sheets. Any bank charges which may occur in case of bank transfer shall be included in the total price provided in paragraph 1 of this article.

6.3 The Service Provider is an independent Contractor and not an employee, servant, agent, partner or joint venture of LABYRINTH.

6.4 The payment from paragraph 3 of the article 4 is gross and the LABYRINTH shall make any deductions from it for taxes, pension contributions and other deductions as may be required by the applicable laws of Kosovo when they apply. The Service Provider, from the gross payment provided in paragraph 3 of the article 4 shall receive the net amount following the deduction of personal income taxes according to the (Law No. 03/L-161).

6.5 The Service provider of goods/services, when billing, where the evidence is provided by the contracting authority that the purchased goods/services are funded by donations, the billing will be without VAT, noting in the invoice the reference of Article 33, paragraph

6.6 The Service Provider is responsible for applying and obtaining Labor Permit and Residence Permit, in applicable cases, and for its legal status in Kosovo. Internataional Consultants must be able to issue an invoice for the service provided.

## **7. Acceptance of Service/Product/Deliverable**

7.1 LABYRINTH shall have ten (10) working days from the delivery of any completed service prepared under this Agreement to respond in writing. If LABYRINTH believes the completed product does not conform to the requirements of the Agreement, it will notify the Service Provider in writing within the above-mentioned ten (10) days and will indicate with particularity how the product fails to conform. In that event, the Service Provider shall have five (5) days to bring product into conformity for acceptance by LABYRINTH. In the absence of such notice of non- conformance, acceptance of the product will be presumed.

## **8. Termination of Agreement**

8.1 Contracting Authority has the right to terminate this Agreement if the Service Provider does not deliver or delivers unsatisfactorily the tasks and responsibilities foreseen with this Contract; if it does not deliver the obligations within the specified period provided in this Agreement; or commits a serious violation of the obligations contained in this Agreement.

8.2 The parties to this Agreement may terminate the Agreement with a prior written notice of 15 (fifteen) days, completing all contractual obligations up to the termination day.

8.3 LABYRINTH may terminate this Agreement with a prior written notice of 7 (seven) days if any of the following events occurs: a) the LABYRINTH changes any or all conditions of the Agreement with the Service Provider; b) LABYRINTH terminates or otherwise cancels the Agreement with the Service Provider.

## **9. Confidentiality, Intellectual Property and Protection of Information**

9.1 The Service Provider shall treat and maintain as confidential all information about the functioning of the Contracting Authority, information and the sources of the information, management system, donors and business partners, and any other information concerning the Contracting Authority business activities as well as any information received during the implementation of the tasks and responsibilities contained in this Agreement for the Service Provider. The obligation of confidentiality shall be interpreted broadly to include any type of business information.

9.2 All engagements and materials produced; any product or intellectual property created by the Service Provider during the completion of the tasks and responsibilities foreseen with this Agreement for the Contracting Authority, comprises and shall remain exclusive intellectual property of the Contracting Authority (work for hire).

9.3 Violation of obligations of confidentiality and related to intellectual property rights from this article will result in compensation for material damages and economic losses for the Contracting Authority by the Service Provider. This shall not limit the right of the Contracting Authority to initiate any other procedure for protection of its rights, including but not limited to administrative procedure and judicial procedure for the protection of all rights and legitimate interests of the Contracting Authority.

9.4 The Service Provider is obliged to protect information released or received with respect to the implementation of his duties and responsibilities foreseen with this Agreement and not disclose such information under any circumstances to a third party outside the Contracting Authority.

9.5 Copyrights. LABYRINTH shall hold all rights, title, and interest in and to all data, report materials, reports, copyrights, artwork, illustrations and other original material produced pursuant to this Agreement.

## 10. Dispute Resolution

10.1 Any dispute, disagreement or claim arising from or in connection with this agreement, including breach, termination or non-validity of the Agreement, parties agree to first attempt to resolve amicably between themselves.

10.2 If after a period of fifteen (15) days following the commencement of the procedure for amicable resolution, parties do not reach an agreement, the contracting parties recognize the competence of Basic Court in Pristina as the competent forum for settling the dispute.

10.3 This Agreement shall be governed and interpreted pursuant to the applicable laws of the Republic of Kosovo. The Albanian version of the Agreement shall take precedence over the version in the English language.

## 11. Merger Clause

11.1 This agreement includes the entire agreement between the parties. Any prior exchange, negotiation or correspondence including but not limited to, any public announcement, offer or any representation made electronically, orally or in writing, are replaced by this Agreement and may not apply to the interpretation or meaning of certain provisions of this agreement.

## 12. Final Provisions

12.1 Both parties fully understand this Agreement and conditions set forth therein, and sign the same voluntarily without any coercion, intimidation or other form of pressure.

12.2 This Agreement is signed in two (2) authentic copies, one for each party.

**LABYRINTH**

Safet Blakaj, Executive Director

**SERVICE PROVIDER**

**Name and Surname**  
**Title**

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

## SPECIFICATIONS AND SCOPE OF WORK

### 1. Background:

NGO Labyrinth is seeking proposals from qualified training service providers for the provision of training services in the following areas: **Cooker Assistant, Electrician, and Water and Wastewater Engineer.**

In our pursuit of enriching the professional landscape, Labyrinth is specifically interested in proposals for training services in the domains of Cooker Assistance, Electrician, and Water and Wastewater Engineering. These fields have been carefully selected to address the growing demand for skilled professionals and align with our commitment to fostering expertise in vital sectors of the workforce.

The ideal training service provider should possess expertise in delivering comprehensive training programs for Cooker Assistant, Electrician, and Water and Wastewater Engineer fields. This partnership aims to establish training modules that not only meet industry standards but also reflect the practical needs and aspirations of individuals seeking proficiency in these areas. If your training company has a demonstrable history of success in similar endeavors and is ready to contribute to the development of impactful training programs, we invite you to submit your financial offer.

## **2. Scope of Work:**

### **1. Introduction:**

The purpose of this scope of work is to outline the responsibilities, deliverables, and expectations for the training services to be provided in the areas of Cooker Assistant, Electrician, and Water and Wastewater Engineer. A total of 15 individuals will undergo training, with 3 participants for Cooker Assistance, 7 for Electrician, and 5 for Water and Wastewater Engineering.

### **2. Objectives:**

The primary objectives of the training services are to equip participants with the necessary skills, knowledge, and practical experience required for successful employment in their respective fields. The training should adhere to industry standards and regulatory requirements.

### **3. Duration and Schedule:**

The training program will span a period of 6 months, with sessions scheduled from Monday to Friday. Each training day will consist of 2 hours, running from 17:00 to 19:00 O'clock. The schedule should be designed to accommodate comprehensive coverage of the curriculum and provide ample time for practical exercises.

### **4. Curriculum Development:**

The training service provider is responsible for developing a detailed and comprehensive curriculum for each area - Cooker Assistant, Electrician, and Water and Wastewater Engineer. The curriculum should cover theoretical concepts, hands-on practical exercises, and real-world applications. It should also be tailored to the specific needs of the participants and align with industry best practices.

### **5. Training Facilities and Materials:**

The provider must ensure access to suitable training facilities equipped with the necessary tools and equipment for practical training sessions. All training materials, including textbooks, manuals, and any required software, should be provided by the training service provider.

### **6. Qualified Trainers:**

Qualified and experienced trainers must be assigned for each training area. Trainers should possess expertise in the respective fields and have a proven track record in delivering effective training programs. Their qualifications and CVs should be submitted for approval before the commencement of the training.

#### **7. Assessment and Certification:**

The training service provider is responsible for designing and implementing an assessment process to evaluate the participants' understanding and proficiency. A certification process should be in place, and participants who successfully complete the training program should be awarded certificates that are recognized and accredited by relevant institutions.

#### **8. Progress Reporting:**

Regular progress reports should be submitted to Labyrinth to provide insight into the participants' development, challenges faced, and any adjustments made to the training program.

#### **9. Compliance and Accreditation:**

The training services must comply with relevant regulations and industry standards. The provider is responsible for obtaining any necessary accreditations from recognized institutions in each training field.

#### **10. Cost Proposal:**

The training service provider should submit a detailed cost proposal, outlining all expenses associated with the training services. This should include fees for trainers, materials, facilities, and any additional costs.

Labyrinth is VAT exempted; therefore, all costs associated with the training services should be budgeted without the inclusion of Value Added Tax (VAT).

#### **11. Timeline:**

A detailed timeline outlining key milestones, training sessions, assessments, and certification processes should be provided.

#### **Evaluation Criteria:**

Proposals will be evaluated based on the following criteria:

- Experience and expertise in providing similar training programs 20p.
- Accreditation from relevant institutions 20p.
- Qualifications and experience of trainers/experts 20p.
- Cost-effectiveness and transparency of the proposed budget 20p.
- Demonstrated ability to meet the specified training schedule 20p.

#### **Qualification Requirements:**

- Extensive experience and track record on surveys and data analysis
- Administrative and managerial capabilities needed.
- Demonstrate legal entities, companies, CSO's or partnerships effectively established in Kosovo.
- A minimum of 5 years of experience of the consultant or entity in producing large-scale data for Kosovo
- A minimum of 5 years of experience as a researcher in similar tasks

- Excellent coordination, communication, and reporting skills
- Excellent presentation skills
- Excellent and proven experience in drafting reports in English language.

#### APPLICATION AND SUBMISSION INFORMATION

Applications shall be submitted in English.

Applications (including the financial proposal and supporting documentation of references of previous similar work) should be submitted in electronic copy to the Labyrinth.

Applications must be submitted no later than 4:00 pm local time, on 27 February 2024, by email [labirintipr@gmail.com](mailto:labirintipr@gmail.com) with the subject line: RFO 01-2024 TRAINING SERVICES FOR COOKER ASSISTANT, ELECTRICIAN, AND WATER AND WASTEWATER ENGINEER

#### Applications Documents:

1. A technical proposal outlining the understanding of the assignment and tentative methodology. Provide an overview of your company, including its history, mission, and previous experience in delivering training programs.
2. **Accreditation Certificate:** Detail any relevant accreditations your company holds from recognized institutions in the respective training fields.
3. Copy of registration certificate and Fiscal & Unique Number certificate from relevant Registry in the country of origin defining the constitution or legal status, place of registration, and principal place of business.
4. **Curriculum Vitae (CV) - Company:** Submit a detailed CV outlining your company's expertise, key personnel, and successful training programs.
5. **Curriculum Vitae (CV) - Trainers/Experts:** Provide CVs for each trainer or expert who will be involved in delivering the training programs. Highlight their qualifications and experience.
6. **Cost Proposal:** Clearly outline the cost structure for each training program, including any additional fees or expenses. Specify if there are any variations in costs among the different training services. Labyrinth is VAT exempted; therefore, all costs associated with the training services should be budgeted without the inclusion of Value Added Tax (VAT).
7. **Additional Annexes:** List of clients and reference letters.