Purchase conditions

Annex 1

**INTERPRETATION SERVICES FOR PROJECTS IMPLEMENTED BY THE CENTRAL PROJECT MANAGEMENT AGENCY IN UKRAINE**

**TECHNICAL SPECIFICATION**

1. **The Public Institution Central Project Management Agency** (hereinafter – CPVA or the Customer) is purchasing interpretation services from English into Ukrainian and from Ukrainian into English for projects implemented by the Customer in Ukraine (hereinafter referred to as the services) in accordance with the requirements set out in this specification.
2. The Supplier shall provide the Customer with services that meet the requirements set out in this technical specification. The services shall be provided in accordance with the service orders submitted by the Customer. The Customer and the Supplier shall coordinate execution of the order by e-mail through their designated responsible persons, whose details are provided in the purchase contract and within the specified time limits.
3. The services will mainly be provided for two projects implemented by CPVA in Ukraine: "Support to Public Financial Management in Ukraine" (more information about this project can be found on the project website: <https://eu4pfm.com.ua/>) and "EU Integration Support Programme for Ukraine" (for more information, please visit the CPVA website: [https://cpva.lt/projektas/es-integracijos-paramos-priemone-ukrainai-ua2eu)](https://cpva.lt/projektas/es-integracijos-paramos-priemone-ukrainai-ua2eu). These projects are strategic and particularly important for the European Union, Ukraine, and Lithuania. It is therefore particularly important to ensure that the interpretation services purchased are provided professionally and in accordance with high quality standards.
4. Interpretations cover the following topics: public finance management; the EU enlargement process and accession negotiations; issues falling within the competence of the Ukrainian customs and State Tax Service; interpretations related to the body of European Union legislation, principles, and policies (*acquis communautaire)* that candidate countries (in the case of the services being procured, Ukraine) must transpose into national law and implement in practice. Interpretations cover the main areas of *the acquis*: free movement of goods, workers and capital, right of establishment and freedom to provide services, public procurement, company law and intellectual property, financial services, information society and media, agriculture, rural development and fisheries, transport policy, taxation, economic and monetary policy, social policy and employment, enterprise and industrial policy, the judicial system, fundamental rights, justice, freedom and security, education and culture, environment and climate change, consumer and health protection, customs union and other relevant topics.
5. The services will be provided during events of various types and levels: training sessions (MOC sessions) between Ukraine and the European Union, simulated negotiations to prepare Ukrainian officials for real accession negotiations with the EU, committee meetings, seminars/training sessions, panel discussions, international events. Some of the events will be attended by representatives and heads of Ukrainian state authorities, various public sector institutions (State Audit Office, State Tax Service, ministries, customs, the Government's Office for the Coordination of European and Euro-Atlantic Integration, etc.), international partners of EU and Ukrainian public sector institutions, including high-ranking officials.
6. The services are planned to be purchased for a period of 24 months. The customer will purchase the services as needed, i.e. it is not obliged to purchase services for the entire amount planned for the purchase.
7. More than 70% of the events will be held remotely (i.e. online).
8. More than 50% of physical events will take place in Kyiv, with the remaining taking place in other Ukrainian cities.
9. **PROCEDURE FOR PLACING, TRANSFERRING-ACCEPTING, AND EXECUTING ORDERS**
10. Order placement:
	1. The Supplier shall provide interpreting services on any day and at any time and at the location specified by the Customer within Ukraine.
	2. the Customer shall submit orders for services to the Supplier no later than 3 working days before the date of provision of services. The Customer shall have the right to purchase the Services on an urgent basis if necessary. Services purchased on an urgent basis shall be those Services that must be provided within the time limits agreed by the Parties, which shall be shorter than those specified in this clause.
	3. The Customer shall specify in the order: the subject, date, place, time, and format of the service. If necessary, the Customer shall also provide preliminary information about the status of the event and the requirements for the protocol.
	4. The Customer shall, to the extent possible, provide supporting materials during the execution of the order, such as sources, term bases, related texts or references to them, and other relevant information necessary for the provision of high-quality services.
	5. Upon receiving the order by email, the supplier shall calculate the price based on the information provided and submit it to the customer by email no later than within 1 working day of the date of receipt of the order, indicating the following information: a) services; b) price of services (including all costs and taxes); c) other relevant information, if necessary. The Customer shall evaluate the information provided and, if necessary, request clarification or confirm the order. The price may not exceed the rates specified in the Supplier's offer.
11. Order transmission and acceptance:
	1. The Customer shall send the order to by e-mail. If necessary, the Customer shall additionally inform the Supplier about the order sent by telephone.
	2. The Customer shall send orders to the Supplier on the Customer's working days, from 7 a.m. to 6 p.m.
	3. The Supplier shall coordinate all organizational issues with the Customer's contact person specified in the Contract. The Customer may change the contact person during the term of the Contract by notifying the Supplier separately.
12. The Supplier shall ensure that it has enough specialists who are able to provide the services in a timely and high-quality manner. The Service Provider shall consider that the Customer may need up to four interpreters at the same time. Such a need for interpreters may arise if two projects requiring interpretation services are taking place at the same time.
13. **SCOPE OF SERVICES**
14. There is no limit to the number and scope of services ordered at one time.
15. All services are purchased for events taking place in Ukraine. In the case of urgent interpretation, when physical events are taking place and on-site interpretation is required, the supplier must ensure that the interpreter(s) arrive at the location within the time limit specified by the Customer, which shall be less than 3 working days and not less than 24 hours.
16. The pricing for the payment of services is based on the contract performance costs:

Part 1 – a fixed rate, i.e. the supplier will be paid according to the rates specified in the supplier's offer.

Part 2 – in cases where interpretation services are required for an event taking place outside the city of Kyiv, the supplier's actual travel expenses directly related to the performance of the contract (i.e., accommodation[[1]](#footnote-2), transport costs by land) shall be reimbursed only within the territory of Ukraine and only outside the city of Kyiv.

1. Scope of services:

|  |  |
| --- | --- |
| **No** | **Consecutive interpretation[[2]](#footnote-3)** |
|  |
| 15.1 | Consecutive interpretation up to 1 hour (applies to online events) |
| 15.2 | Consecutive interpretation lasting from 1 to 2 hours (applies to online events) |
| 15.3 | Consecutive interpretation lasting from 2 to 3 hours (applies to online events) |
| 15.4 | Consecutive interpretation lasting from 3 to 4 hours (applies to online events) |
| 15.5 | Consecutive interpretation lasting more than 4 hours and up to 8 hours (applies to online events) |
| 15.6 | Consecutive interpretation lasting up to 1 hour (applies to physical events and on-site interpreting) |
| 15.7 | Consecutive interpretation lasting from 1 to 2 hours (applies to physical events and on-site interpreting) |
| 15.8 | Consecutive interpretation lasting from 2 to 3 hours (applies to physical events and on-site interpreting) |
| 15.9 | Consecutive interpretation lasting from 3 to 4 hours (applies to physical events and on-site interpreting) |
| 15.10 | Consecutive interpretation lasting more than 4 to 8 hours (applies to physical events and on-site interpreting) |
| **Simultaneous interpreting[[3]](#footnote-4)** |
| 15.11 | Simultaneous interpretation lasting up to 1 hour (applies to online events).  |
| 15.12 | Simultaneous interpretation lasting from 1 to 2 hours (applies to online events).  |
| 15.13 | Simultaneous interpretation lasting from 2 to 3 hours (applies to online events).  |
| 15.14 | Simultaneous interpretation lasting from 3 to 4 hours (applies to online events).  |
| 15.15 | Simultaneous interpretation lasting from more than 4 to 8 hours (applies to online events).  |
| 15.16 | Simultaneous interpretation lasting up to 1 hour (applies to physical events and on-site interpreting).  |
| 15.17 | Simultaneous interpretation lasting from 1 to 2 hours (applies to physical events and on-site interpreting).  |
| 15.18 | Simultaneous interpretation lasting from 2 to 3 hours (applies to physical events and on-site interpreting).  |
| 15.19 | Simultaneous interpretation lasting from 3 to 4 hours (applies to physical events and on-site interpreting).  |
| 15.20 | Simultaneous interpretation lasting for more than 4 to 8 hours (applies to physical events and on-site interpreting).  |

1. If the agreed time for the provision of consecutive interpretation services is exceeded, the interpreter shall continue to provide interpretation services for an additional hourly fee, which may not exceed twice the rate specified in point 15.1 for the services specified in the supplier's tender (for 1 interpreter).
2. If the agreed time for the provision of simultaneous interpretation services is exceeded, the interpreter shall continue to provide interpretation services for an additional hourly fee, which may not exceed twice the rate specified in the supplier's offer for the services specified in point 15.11 (for 2 interpreters).
3. Upon the customer's request for interpretation services, the supplier shall provide high-quality services, i.e., the interpretation shall be delivered on time, in accordance with the customer's requirements, technically and grammatically correct, and the content shall correspond to the original. The language used must be clear, unambiguous, and of appropriate diction, and the terms used must correspond to those commonly used in the field/subject area being interpreted.
4. the supplier must ensure the confidentiality of interpretations, i.e. undertakes not to disclose to third parties any information related to the services provided or the activities of the contracting authority, unless the event at which the interpretation is performed is public.
5. **Additional services:**

|  |  |
| --- | --- |
| **No** | **Services** |
| 15.1 | Simultaneous interpretation equipment for up to 50 people (all equipment necessary to ensure high-quality simultaneous interpretation, including delivery in Kiev) |
| 15.2 | Simultaneous interpretation equipment for 51-100 people (all equipment necessary to ensure high-quality simultaneous interpretation, including delivery in Kiev) |
| 15.3 | Simultaneous interpretation equipment for up to 50 people (applicable to hybrid events with presentation in Kiev) |
| 15.4.  | Simultaneous interpretation equipment for 51-100 people (applicable to hybrid events with presentation in Kyiv) |

1. Accommodation services in 3-4 star accommodation establishments. [↑](#footnote-ref-2)
2. The service is provided by 1 (one) interpreter. If 2 (two) interpreters are required, the actual price is calculated by multiplying it by 2 (two). [↑](#footnote-ref-3)
3. The service is provided by 2 (two) interpreters. [↑](#footnote-ref-4)