

Service Contract

**FOR THE SUPPLY OF: Digitalisation of Elaborated Training Courses for E-Learning Platform**

**CONTRACT No.** **PR\_00370876**

**PARTIES:**

This Service Contract is entered into by:

***[Supplier]***

Represented by: ***[insert Name of Company Representative]***

Registration number: ***[insert Company Registration Number]***

Company Address: ***[insert full address]***

Phone number: ***[insert phone number]***

hereinafter referred to as the“SUPPLIER*”*

And

**Danish Refugee Council**

Represented by***: Sibylle Christina Aebi- Country Director***

Registration number: ***212705508***

Office Address: ***Badri Shoshitashvili str#13, Tbilisi, Georgia.***

Phone number:

Hereinafter referred to as the “PURCHASER”.

The SUPPLIER and the PURCHASER have agreed to the following terms and conditions:

**OBJECT OF THE CONTRACT****:** **Supply of Digitalization of Elaborated Training Courses for E-Learning Platform**

**1 Scope of the Contract**

1.1 The Supplier shall provide services for the digitalization of existing training materials, transforming them into interactive and user-friendly e-learning modules, compatible with the DRC e-learning platform.

* 1. The place of acceptance and delivery shall be Tbilisi, Georgia.

1.3 The duration of the contract shall be from December 2025 to March 2026 corresponding to a total implementation period of approximately 90 working days.

**2 Contract Price**

2.1 The price of the Supply of Digitalization of Elaborated Training Courses for the E-Learning Platform

shall be:

2.2 The total contract price is fixed and not subject to revision. The amount is exclusive of VAT, which is exempt under the referenced agreement.

**3 Payment**

3.1 The SUPPLIER shall invoice the PURCHASER for the services provided. All invoices must clearly indicate the SUPPLIER’S bank and bank account number for payment to be made.

3.2 Payments shall be made in four instalments upon satisfactory completion and approval of deliverables by the Purchaser:

* First instalment (25%) – Upon submission and approval of the inception report and finalized work plan.
* Second instalment (25%) – Upon delivery and approval of the initial batch of digitalized modules.
* Third instalment (25%) – Upon delivery and approval of the remaining modules and completion of user testing feedback.
* Fourth instalment (25%) – Upon final acceptance of all deliverables, including source files and comprehensive documentation.

3.3 VAT shall be paid in compliance with the binding regulations, national law and international agreements concerning the execution of the program.

The service will be provided under the project titled “Supporting Poverty Alleviation through Ultra-Poor Graduation (UPG) in Georgia – ERTAD.”

The project is officially recognised as exempt from VAT based on the agreement established in December 2006, “General Terms and Conditions for Development Cooperation between the Government of Georgia and the Government of Sweden.

**4 Audit**

4.1 Throughout the period of performance of the contract and for a period of seven years following completion, the SUPPLIER shall undertake to ensure that the Commission of the European Communities, the Court of Auditors of the European Communities, the European Anti-fraud Office (OLAF) and the authorities of the recipient countries or any other qualified outside body chosen by the European Commission, DRCs other donors or DRC are given access (including by any subcontractors) to all supporting documents required for carrying out the necessary checks and provide any requested information to said authorities for the purpose of checking that the activities implemented in the context of the present contract are being properly carried out. To this end, the SUPPLIER shall undertake, given notice of eight working days, to authorise access to his premises to all persons authorised to carry out these checks.

**5 Order of precedence of contract documents**

5.1 This contract is made up of the following documents, in order of precedence:

* This Contract agreement.
* The General Conditions of Contract (Annex A)
* DRC Supplier Code of Conduct (Annex B)
* The Supplier’s Bid Form, including all Annexes, from ITB/RFP
* [Service specifications, timings, quality, deliverables, etc]

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

**6 Communication**

6.1 Any written communication relating to this contract between the PURCHASER and the SUPPLIER must state the contract title and number, and must be sent by post, fax, e-mail or by hand to the addresses stated on page one of this contract.:PR\_00370876

**7 Unusual commercial expenses**

7.1 This contract shall be automatically terminated, and the Supplier shall have no right to any form of compensation, if it emerges that the award or execution of the contract has given rise to unusual commercial expenses.

7.2 Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main 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 commissions paid to a company which has every appearance of being a front company.

**8 Liability**

8.1 The PURCHASER may under no circumstances be held responsible for damages caused by the SUPPLIER, subcontractors, their employees, or a third party, in connection with the performance of this contract.

8.2 The Supplier shall be solely responsible for the acts and omissions of its employees, agents, or subcontractors in relation to this contract.

**9 Warranty**

9.1 The SUPPLIER warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract.

9.2 If the SUPPLIER is required to take corrective action against any services provided, it shall be at no cost to the PURCHASER and any services corrected by the SUPPLIER shall be subject to this clause to the same extent as work initially performed. If the SUPPLIER fails or refuses to take corrective action the PURCHASER may, by contract or otherwise, correct or replace with similar services and charge to the SUPPLIER the cost occasioned to the PURCHASER, or make an equitable adjustment in the contract price.

**10 Applicable law**

10.1 This Contract shall be governed by and construed in accordance with the laws of Denmark without giving effect to any choice of law or conflict of law provisions.

**10.2 Any dispute arising under or in connection with this Contract shall be subject to the exclusive jurisdiction of the competent courts of Georgia.**

**11 Termination of the contract**

11.1 Any party shall terminate the contract in accordance with the DRC General Conditions of Contract (Annex A)

**12 Point of Contact**

12.1 The following are the respective points of contract for the operation aspects of this contract.

For the PURCHASER For the SUPPLIER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed in two (2) copies, one for each party, each of which is to be considered the original.

**For the PURCHASER For the SUPPLIER**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Place \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**