



15<sup>th</sup> July, 2022

**PUBLICATION REFERENCE: EU/NRSP/PINS/POULTRY/02/2022 REV 1.0**

**Subject: Invitation to tender for Supply of Poultry birds and Poultry feed**

Dear Madam/Sir,

This is an invitation to tender for the above-mentioned supply contract. Please find enclosed the following documents, which constitute the tender dossier:

- A. Instructions to tenderers
  - Draft contract
  - Special conditions
  - Annex I: general conditions
  - Annex II + III: technical specifications + technical offer
  - Annex IV: budget breakdown (model financial offer)
- B. Further information
  - Annex Va: Administrative compliance grid
  - Annex Vb: Evaluation grid
- C. Forms
  - Annex VI – Declarations and Tender Submission form

We look forward to receiving your tender and the accompanying 2% tender guarantee (bid security) which has to be sent not later than the submission deadline at the address specified in the instructions to tenderers.

By submitting a tender you accept to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received by you on the date upon which the contracting authority sends it to the electronic address you referred to in your offer.

Yours sincerely,  
Procurement Committee  
National Rural Support Program,



PINS is funded by the European Union

**Newspaper Advertisement**



# RE-TENDER NOTICE

National Rural Support Programme (NRSP) intends to award a supply contract of Poultry birds and Poultry feed as per below given details under Project titled "Implementation of Nutrition-Sensitive Component of the Programme for Improved Nutrition in Sindh (PINS) with the financial assistance of European Union in ten districts of Sindh.

S.No.	Description	Qty
1.	Poultry Birds (Hens 10 per set)	500 Set
2.	Poultry Feed 10 Kg Bag	500 Bag

Details and terms & conditions are in the tender dossier which can be downloaded free of cost from NRSP website <https://nrsp.org.pk/tenders/>. Last date for submission of bids is **August 01, 2022 till 1600 hrs** at the address given below and in the tender dossier. NRSP reserve the right to accept or reject any/all bids without any reason thereof or due to funding constrains.

**NRSP-Administration Department, 7th Floor,  
UBL-Building, Jinnah Avenue, Islamabad.  
Email: [procurement@nrsp.org.pk](mailto:procurement@nrsp.org.pk)**



PINS is funded by the European Union

{Published on Friday 15<sup>th</sup> July, 2022 in Daily The News (Nationwiede), The Jang (Nationwide) and The Kawish (Hyderabad)}

## Section A

### INSTRUCTIONS TO TENDERERS

#### **PUBLICATION REF # EU/NRSP/PINS/POULTRY/02/2022 REV 1.0**

The European Union (EU), under the EU Commission Action Plan on Nutrition 2014, is supporting Government of Sindh (GoS) in addressing the issue of malnutrition. European Union has approved the Programme for Improved Nutrition in Sindh (PINS) to be implemented in ten districts of Sindh. PINS will build upon the social mobilization approach to community driven development (CDD) of RSPN and RSPs under the EU-supported Sindh Union Council and Community Economic Strengthening Support (SUCCESS) Programme and GoS supported Union Council Based Poverty Reduction Programme (UCBPRP).

#### **1. Supplies to be provided and description of contract**

- a) The subject of the contract is to supply the Poultry birds and Poultry feed by the Tenderer. Details mentioned in technical specifications.
- b) The supplies must comply fully with the technical specifications set out in the tender dossier (technical annexes) and conform in all respects with the quantities, specifications and instructions etc.
- c) All the supply of items will be delivered on maximum 7 distribution points in each district. Details shared in points n & o.
- d) The Prices should be quoted for the complete duration of the contract (duration of the contract period is till Sept, 2022). Quoted prices shall be inclusive of all applicable taxes as per law of land, quarantine charges of 3 days, vaccinations, packing, loading and unloading cost till the quarantine places and further loading and unloading, transportation charges from quarantine place to distribution points in all district.
- e) This would be Fix price contract for supply of "Poultry birds and Poultry feed" by the Tenderer. Final quantities and destinations may vary or may increase or decrease.
- f) The Fix price contract shall be concluded for a period of approximately 6- 7 weeks. Tenderer is directed to quote the price that should be for the project period. Contract will effect on the date on which it enters into force and concludes till the time both the parties discharge their obligation. In case of late supplies by the tenderer, penalty will be imposed @1% of total invoice value for each week of delay and maximum of 10% of total invoice till the final delivery completes.
- g) Quarantine should be separate for each RSP mean separate quarantine for NRSP, SRSO and TRDP districts at the below mentioned districts.  
For NRSP districts at Hyderabad total 250 sets (2500 plus birds)  
For SRSO districts at Larkana total 150 sets (1500 plus birds)  
For TRDP districts at Dadu total 100 sets (1000 plus birds)  
Place/Shed, staff, security, utilities, food, water for the quarantine should be arranged and responsibility of supplier. Supply of poultry birds and poultry feed from quarantine place to distribution points (which would be maximum 7 in each district) would be responsibility of supplier. No extra delivery/transportation cost till distributions points would be paid by Contracting Authority. The cost of poultry birds and feed must be inclusive of these costs. Some extra birds on each quarantine place is recommended to add to cover the mortality, unhealthy birds or below specifications birds.
- h) The Tenderer do all the vaccination to the poultry in the presence of Contracting Authority (PMU & RSPs) staff in their respective districts one day before the delivery / distribution among beneficiaries. Vaccination process will be done early in the morning in the presence of Contracting Authority (PMU & RSPs) staff at

the quarantine place. Contracting Authority or PINS-3 inspection team will have the right to discard / remove the unhealthy or weak bird from the stock during any time of quarantine.

- i) Contracting Authority will only accept the poultry birds (hens) with good health, as per given specification, vaccinated and live at the distribution points. Any mortality before the final delivery at distribution points would be on Tenderer account and Contracting Authority would not take any responsibility and/or bear cost.
- j) Poultry assembling and vaccination (including arrangement of poultry vaccinator, vaccine and necessary equipment's) before the distribution of poultry hen birds would be responsibility of the Tenderer.
- k) The Tenderer will arrange transport to move the birds from quarantine place to distribution points at village level. No separate cost for transportation charges would be paid, this should be born by the Tenderer and must be included in the cost of poultry and feed.
- l) Cockerels and weak birds will not be accepted.
- m) The Tenderer will arrange sufficient drinking water and poultry feed for Poultry birds till the time of their supplies / distributions.
- n) Delivery details are given below:-

RSPs	District	Qty	
		Poultry Set	Poultry Feed Bag
TRDP	Dadu	50	50
	Jamshoro	50	50
NRSP	Matiari	50	50
	Tando M. Khan	50	50
	Tando A. Yar	50	50
	Sujawal	50	50
	Thatta	50	50
SRSO	Larkana	50	50
	Qambar Shadad Kot	50	50
	Shikarpur	50	50
<b>Total:</b>		<b>500</b>	<b>500</b>

- o) Delivery Plan with estimated quantities for each district is given below:-

#### **PER DISTRICT**

Total beneficiary	50
No of hens per beneficiary	10
Total birds per district	500
Max delivery Points per district	7
On average beneficiary on each point	7 to 8
Average total Birds on each distribution point	70 to 80

- p) Tenderer need to complete the delivery in one district on maximum 7 distribution points in maximum 3 days. Parallel delivery in more than one district would be highly encouraged to complete the Delivery within shortest possible time.

## **2. Timetable**

	DATE	TIME*
<b>Tender notice Publication</b>	15 July 2022	
<b>Pre Bid Meeting for clarification of queries</b>	21 July 2022	1100 hrs PST

<b>Deadline for requesting clarifications from the Contracting Authority</b>	22 July 2022	1700 hrs PST
<b>Last date on which clarifications are issued by the Contracting Authority</b>	23 July 2022	1700 hrs PST
<b>Deadline for submission of tenders</b>	01 August 2022	1600 hrs PST
<b>Tender opening session (Technical Proposals)</b>	02 August 2022	1500 hrs PST
<b>Notification of award to the successful tenderer</b>	23 August 2022*	
<b>Signature of the contract</b>	29 August, 2022*	

\* Tentative dates

### 3. Participation

#### 3.1 Eligibility.

- Participation in tendering is open to all legal persons having registered business entity including sole proprietorship, Association of Persons (AOP), partnership firm, private or public limited companies having valid registration, active NTN and active filer status as per online FBR portal on the date of submission of proposals.

#### 3.2 Exclusion from participation.

Tenderers must have to certify in a declaration that they are not in one of the following situation

- They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- They have been convicted of an offence concerning their professional conduct by a judgment;
- They have been guilty of grave professional misconduct proven by any means;
- They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of country where the contract to be performed.
- They have been subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the communities' financial interest.
- They are blacklisted by PPAR or SPPRA or Local/International organization, Government/semi Government department, NGO or any other company/organization.

#### 3.3 Exclusion from award of contract

Contracts may not be awarded to tenderers which during the procurement procedure:

- (a) Are subject to a conflict of interest;
- (b) Are guilty of misrepresentation in supplying the information required as a condition of participation in the contract procedure or fail to supply this information.

### 4. Origin

All the supplies under this contract should be from Pakistan.

### 5. Type of contract

Fix Price Contract.

### 6. Currency

Tenders must be presented in Pak Rupees

### 7. Lots

This tender is not divided into Lots, Tenderers would need to bid for all the items.

## 8. Period of validity

- 8.1 Tenderers will be bound by their tenders for a period of 30 days from the deadline for the submission of tenders.
- 8.2 In case prior to the expiry of the original tender validity period, NRSP may ask tenderers to extend this period by 15 days or more. Such requests and the responses to them must be in writing. Tenderers that agree to do so will not be permitted to modify their tenders. If they refuse, their participation in the tender procedure will be terminated.

## 9. Language of tenders

The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in the language of the procedure, which is English.

If the supporting documents are not written in one of the official languages of Pakistan (English or Urdu), a translation into the language of the call for tender must be attached. Where the documents are in an official language of Pakistan other than English or Urdu, it is strongly recommended to provide a translation into English, to facilitate evaluation of the documents.

## 10. Submission of tenders

10.1 Tenderer to determine their eligibility can submit their tender the following document in a sealed envelope. Technical Proposal and Financial Proposal must be submitted in separate sealed envelopes clearly mentioned on each as “Technical Proposal” and “Financial Proposal” and further both the proposal in one outer sealed envelope.

**Technical Proposal** must have at least below mentioned documents.

- Company / firm profile: describing financial and technical capacity of the firm with supporting documents
- Provision of NTN numbers supported with the copies of last 2 financial years income tax returns.
- Provision of evidence that Tenderer is an Active Tax Payer of Income Tax.
- Tenderer has worked successfully on at least three assignments / projects of similar nature.
- Details of goods supplied and the contract on hand as signed in last three years with list of client included.
- Details of staff onboard.
- Verifiable evidence of past experience of similar nature of supplies.
- Sign and stamp all the pages of tender dossier that will be considered as Tenderer / bidder agreed on compliance on all terms and conditions as mentioned in the tender dossier.
- Technical specification and technical offer and technical form duly filled (Annex II & III)
- Signed declarations/form (Annex VI)

**Financial Proposal** must have below mentioned documents at least.

- Financial offer / Price quotation (Annex IV)
- Tender Guarantee/Bid Security 2% of the total value of tender.

While submitting the sealed tender Please write clearly on the top right corner of the outer envelope

- a) Tender# EU/NRSP/PINS/POULTRY/02/2022 REV 1.0
- b) The words ‘Not to be opened before the tender opening session 2<sup>nd</sup> August, 2022 till 1500 hrs PST in the language of the tender package.
- c) Tender must comprise of one technical offer and one financial offer which must be submitted separate envelope and one outer envelope.
- d) The name and contact details of the tenderer.

10.2 Sealed tenders must be submitted at the following address before or on the date and time:

**Administration Department,  
National Rural Support Programme,  
7<sup>th</sup> Floor, UBL Building, Jinnah Avenue,  
Islamabad.  
Latest by 1<sup>st</sup> August, 2022 by 1600 hrs PST**

## **11. Content of tenders**

Failure to fulfil the below requirements will constitute an irregularity and may result in rejection of the tender. All tenders submitted must comply with the requirements in the tender dossier and comprise:

### **Part 1: Technical offer:**

Tenderers must have to complete the technical offer on the annexed format Annex II&III “Technical Bid Form”. Tenders received without technical bid will be treated as rejected. Tenderers may use their letter pad for printing of technical bid form.

A detailed description of the supplies tendered in conformity with the technical specifications,

Including any documentation required, including if applicable:

The technical offer should be presented as per template adding separate sheets for details as necessary.

### **Part 2: Financial offer:**

A financial offer (included all taxes, quarantine, packing, vaccination, loading and unloading charges and quote the unit rate for fix price contract).

Tender Guarantee/Bid Security.

This financial offer should be presented as per template (Annex IV, Financial offer / Budget breakdown), adding separate sheets for details if necessary.

### **Part 3: Documentation:**

To be supplied using the templates attached:

- Bid Security (refundable) for 2% of the total tender value in shape of demand draft / pay order in the name of National Rural Support Programme (NRSP).
- Tenderer’s declaration for non-exclusion from tenders.
- Supporting documents as mentioned above and required in the technical bid form including company’s registration, Tax certification, experience certificates, bank statements, and company’s profile.

To be supplied in free-text format:

- Duly authorized signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company, joint venture or consortium is duly authorized to do so.

Remarks:

Tenderers are requested to follow this order of presentation.

## 12. Rejection of Tender

The tender will be rejected if

- The documents do not bear signature of the authorized person.
- It is received through fax/e-mail.
- If the bid is submitted without or less or not as per mentioned instrument the bid security (tender guarantee) Demand Draft / Pay order in the name of NRSP
- It is received after the bid expiry or the due date and time.
- Incomplete bids.

The Procurement committee may reject, or increase/decrease the quantity as per policy of any bid subject and may cancel the bidding process at any time prior to the acceptance of bid / proposal.

## 13. Taxes, Insurance and other charges

- The quoted rates should be inclusive of all applicable taxes (WHT, etc.) by the government. In case of any exemption Tenderers should have to provide a valid exemption certificate as per government rules.
- The quoted prices should be included of all loading and unloading and all other costs.

## 14. Additional information before the deadline for submission of tenders

The tender package is clear that tenderers do not need to request additional information during the procedure. If the NRSP, on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender package, it must send such information in writing to all other prospective tenderers at the same time. Tenderers may submit questions in writing to the following email address before the deadline as given in clause 2, time table, specifying the **publication reference and the contract title**:

Tender# EU/NRSP/PINS/POULTRY/02/2022 REV1.0

Email: [procurement@nrsp.org.pk](mailto:procurement@nrsp.org.pk)

**Latest by 22 July 2022 by 1700 hrs PST**

The NRSP has no obligation to provide clarifications after this date.

Any clarification of the tender package will be published on the NRSP Website <https://www.nrsp.org.pk>



A pre bid meeting is schedule on **21 July at 1100 hrs PST** at the address given below to address the queries and answer the question. Tenderers can also attend the meeting via zoom link. Pls send email request for zoom link at [procurement@nrsp.org.pk](mailto:procurement@nrsp.org.pk).

**National Rural Support Programme,  
IRM Complex, 7, Sunrise Avenue, Park Road,  
Near COMSATS University, Islamabad.**

Any prospective tenderers seeking to arrange individual meetings with either the NRSP and/or the European Commission during the tender period may be excluded from the tender procedure.

## **15. Alteration or withdrawal of tenders**

15.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

15.2 No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 10.2 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

## **16. Cost of preparing tenders**

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer / Tenderer.

## **17. Ownership of tenders**

The NRSP retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

## **18. Opening of tenders**

18.1 The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents have been properly included and whether the tenders are generally in order.

18.2 The tenders (technical Proposals) will be opened in public session on **2<sup>nd</sup> August, 2022 at 1500 hrs PST** at **National Rural Support Programme,  
IRM Complex, 7, Sunrise Avenue, Park Road,  
Near COMSATS University, Islamabad.**

by the committee appointed for the purpose in the presence of the official representatives of the tenderers.

- 18.3 At the tender opening, the tenderers' names with offered technical specs may be announced.
- 18.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.
- 18.5 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the NRSP in its decision concerning the award of the contract will result in the immediate rejection of their tenders.
- 18.6 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the NRSP. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be entertained.

## **19. Evaluation of tenders**

### **19.1 Examination of the administrative conformity of tenders**

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier given in the administrative compliance grid. A tender is deemed to comply if it satisfies all the documentation, conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the NRSP or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

### **19.2 Technical evaluation**

After analyzing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

### **19.3 Financial evaluation**

Financial proposals of only technically compliant tenderers would only be opened. Financial proposals of technically non-compliant tenderers would be returned un-opened.

a) Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:

- Where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
  - except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.
- b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

#### 19.4 Award criteria

- The sole award criterion will be the required/given technical specification, quality and price.
- NRSP reserve the right to call the sample of items during or after the evaluations from Administrative compliant tenderers or technically qualified tenderers.
- The technically compliant tender that offers the best price-quality ratio will be chosen.

## 20. Signature of the contract

- 20.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Before the NRSP signs the contract with the successful tenderer, the successful tenderer must provide the documentary proof if required, (original copies), including company incorporation/registration, experience certificates, financial accounts, NTN Certificate, bank statement or any other document needed by the evaluation committee according to the selection criteria.
- 20.2 If successful tenderer fails to provide the documentary or statements or the evidence needed by the contracting authority according to the selection criteria within 2 working days following the notification award or if the successful tenderer is found to have provided false information or fake documents, the award will be considered null and void. In such case the NRSP may award the tender to the next lowest tenderer or may cancel the tender procedure and bid security shall be forfeit and may take additional legal measures.
- 20.3 Within 03 days receipt of the contract signed by the NRSP, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable), to the NRSP. On signing the contract, the successful tenderer will become the Tenderer and the contract will enter into force.
- 20.4 If tenderer fails to sign and return the contract and any financial guarantee required within 03 days after receipt of notification, the NRSP may consider the acceptance of the tender to be cancelled without prejudice to the NRSP's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the NRSP. NRSP reserves the right to confiscate the bid security amount in case of selected supplier fail to sign the contract or fail to provide the supplies on agreed timeline.

## 21. Tender guarantee and Performance guarantee

The Bid security (tender guarantee), for 2% of the total tender value in shape of demand draft/pay order in the name of National Rural Support Programme (NRSP). The tender guarantees provided by tenderers who have not been

selected shall be returned on submission of letter to release the guarantee. The tender guarantee of the successful tenderer shall be retained till the completion of contract.

The Performance guarantee would be 5% of the total contract value and need to be submitted by successful tenderer with 3 working days of signing of the contract in shape of demand draft/pay order/bank guarantee from any schedule bank in Pakistan in the name of National Rural Support Programme (NRSP). Bid security of 2% could be adjusted against performance guarantee. The performance shall be retained till the completion of contract or completion of the all the deliverables as per contract.

## **22. Ethics clauses**

- 22.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the NRSP during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of their candidacy or tender and may result in administrative penalties.
- 22.2 Without the NRSP's prior written authorization, a Tenderer and its staff or any other company with which the Tenderer is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Tenderer.
- 22.3. When submitting a tender, tenderers must declare that they are not affected by a conflict of interest and have no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractee must immediately inform the NRSP in writing.
- 22.4 Tenderers must at all times act impartially and as faithful advisers in accordance with the code of conduct of their profession. They will refrain from making public statements about the project or services without the NRSP's prior approval. They may not commit the NRSP in any way without its prior written consent.
- 22.5 For the duration of the contracts Tenderers and their staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular and in accordance with the legal basic act concerned, tenderers that have been awarded contracts must abide by core labor standards as defined in the relevant International Labor Organization conventions (such as the Conventions on freedom of association and collective bargaining; Abolition of forced and compulsory labor; Elimination of forced and compulsory labor; Abolition of child labor).
- 22.6 Tenderers may accept no payment connected with the contracts other than that provided for therein. Tenderers and their staff must not exercise any activity nor receive any advantage inconsistent with their obligations to the NRSP.
- 22.7 Tenderers and their staff are obliged to maintain professional secrecy for the entire duration of contracts and after their completion. All reports and documents drawn up or received by Tenderers will be confidential.

- 22.8 The contract governs the Contracting Parties' use of all reports and documents drawn up, received or presented by them during the implementation of the contract.
- 22.9 Tenderers must refrain from any relationship likely to compromise their independence or that of their staff. If the Tenderer ceases to be independent, the NRSP may, regardless of injury, terminate the contract without further notice and without the Tenderer having any claim to Compensation.
- 22.10 The Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the NRSP fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the NRSP.
- 22.11 All tenders will be rejected or contracts terminated if it emerges that the award or implementation of a contract has given rise to unusual commercial expenses. 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 any appearance of being a front company.
- 22.12 The Tenderer undertakes to supply the Commission on request with all supporting documents relating to the conditions of the contract's execution. The Commission may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.
- 22.13 Tenderers found to have paid unusual commercial expenses on projects funded by the EU are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.
- 22.14 The NRSP reserves the right to suspend or cancel the procedure, if the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, the NRSP may refrain from concluding the Contract.
- 22.15 In case of any dispute during the contracting period the contracting authority reserves the right to suspend or cancel the contract and supplier / Tenderer will be responsible for all the damages.

## **23. Cancellation of the tender procedure**

If a tender procedure is cancelled, tenderers will be notified by the NRSP. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, if:

- The tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable tender has been received or there has been no valid response at all;
- The economic or technical parameters of the project have changed fundamentally;
- Exceptional circumstances or *force majeure* render normal implementation of the project impossible;

- All technically acceptable tenders exceed the financial resources available;
- There have been substantial errors, irregularities or frauds in the procedure, in particular where these have prevented fair competition;
- The award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event will the NRSP be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the NRSP has been advised of the possibility of damages. The publication of a contract notice does not commit the NRSP to implement the program or project announced.

## **24. Penalty**

The NRSP reserve the right to forfeit the bid security (tender grantee) in case the successful tenderer regrets or fail to provide the awarded/ordered Items or refuse to sign the contract.

## **25. Appeals**

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint to the NRSP through formal complaint systems at [complaints@nrsp.org.pk](mailto:complaints@nrsp.org.pk).

**Procurement Committee**

**National Rural Support Programme**

***B. DRAFT CONTRACT AND SPECIAL CONDITIONS,  
INCLUDING ANNEXES***

# DRAFT CONTRACT

## SUPPLY CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No <Contract number>

FINANCED FROM THE [EU GENERAL BUDGET] [EDF]

<Full name and address of the Contracting Authority [if centralised tender procedure: The European Union, represented by the European Commission on behalf of and for the account of the government of <name of partner country/countries>] >

("The Contracting Authority"),

of the one part,

and

<Full official name of Contractor>

[<Legal status/title>]<sup>1</sup>

[<Official registration number>]<sup>2</sup>

<Full official address>

[<VAT number>]<sup>3</sup>, ("the Contractor")

of the other part,

have agreed as follows:

**PROJECT** <Title and reference in the Financing Agreement/Decision>

**CONTRACT TITLE** <Contract title>

**Identification number** <Publication reference>

### Article 1 Subject

1.1 The subject of the contract shall be the [supply], [manufacture], [delivery], [unloading], [installation], [commissioning], [maintenance], [after-sales service], of the following supplies:

<general description of the supplies, including quantities> [ in <insert number> lot[s]]

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<sup>1</sup> Where the contracting party is an individual.

<sup>2</sup> Where applicable. For individuals, mention their ID card or passport or equivalent document - number

<sup>3</sup> Except where the contracting party is not VAT registered.



[lot n° 1: <general description with an indication of quantities>]

[lot n° 2: <general description with an indication of quantities>]

[lot n° <...>]

The place of acceptance of the supplies shall be <insert place>, the time limits for delivery shall be <insert date and time> and the Incoterm applicable shall be [DDP] [DAP]<sup>4</sup>. The implementation period of tasks shall run from <Specify the date on which implementation of the tasks is to commence> to <date for provisional acceptance>.

1.2 The Contractor shall comply strictly with the terms of the Special Conditions and the technical annex [including any changes under the proposed variant].

1.3 [The supplies which form the [subject of the contract] [lots n°<insert number>] must be accompanied by the spare parts described by the Contractor in its tender] [and by the accessories and other items necessary for using the goods over a period of <period>, as specified in the Instructions to Tenderers].

## Article 2 Origin

The rules of origin of the goods are defined in Article 10 of the Special Conditions.

A certificate of origin for the goods must be provided by the Contractor at the latest when it requests provisional acceptance of the goods. Failure to comply with this condition may result in the termination of the contract.

## Article 3 Price

3.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract price shall be [EUR] [<ISO code of national currency>] only for indirect management in the following cases: (i) when legal or local constraints exceptionally impose using the national currency; (ii) when needed, for contracts within the imprest component of a programme estimate].<insert price>

3.2 Payments shall be made in accordance with the General and/or Special Conditions (Articles 26 to 28).

## Article 4 Order of precedence of contract documents

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

- the contract agreement;
- the Special Conditions
- the General Conditions (Annex I);
- the Technical Specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
- the Technical Offer (Annex III [including clarifications from the tenderer provided during tender evaluation]);
- the budget breakdown (Annex IV);
- [specified forms and other relevant documents (Annex V)];

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<sup>4</sup> <DDP (Delivered Duty Paid)>/<DAP (Delivered At Place)> - Incoterms 2010 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>

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

**[Article 5 Other specific conditions applying to the contract**

**If necessary and after having obtained prior approval/derogation by the competent services:**

The following conditions to the Contract shall apply:<specify conditions>]

Done in English in [two] [three] originals, [For direct management: [one] [two] originals being for the European Commission] [For indirect management: one original being for the Contracting Authority, one original being for the European Commission,] and one original being for the Contractor.

**For the Contractor**

Name:

Title:

Signature:

Date:

**For the Contracting Authority**

Name:

Title:

Signature:

Date:

**For indirect management with ex-ante control if the European Commission makes payments under the contracts:**

[Endorsed for financing by the European Union

Name:

Title:

Signature:

Date: ]

# ***SPECIAL CONDITIONS***

## **CONTENTS**

These conditions amplify and supplement, if necessary, the General Conditions governing the Contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. In exceptional cases, and with the authorisation of the appropriate Commission departments, other clauses may be added to cover specific situations.

### **How to complete these Special Conditions:**

**Where you see < ... >, enter the information relevant to the Special Conditions.** The phrases in square brackets [ ] should only be included if relevant. The paragraphs shaded in grey should only be amended in exceptional cases, depending on the requirements of particular tender procedures.

**Note that the Special Conditions provide for allowed deviations from the General Conditions. The use of further deviations from the General Conditions requires an exception to be granted by the relevant services of the European Commission.**

Please remember to delete this paragraph and all pointed and square brackets in the final version of the Special Conditions.

### **Article 2 Language of the Contract**

- 2.1 The language used shall be English.

### **Article 4 Communications**

- 4.1 <Indicate here the contact persons, addresses of the parties and their contact details the documents to provide and the procedure to be used by the Parties for communication.>

### **Article 7 Supply of documents**

<Indicate here the documents, drawings to be supplied and, if necessary, the procedure to be used by the Contracting Authority and the Project Manager to approve drawings and other documents provided by the Contractor>

### **Article 8 Assistance with local regulations**

<Specify the procedures for obtaining permits, visas, authorisation or licences or, at least, specify the relevant reference texts, if necessary>

### **Article 9 General Obligations**

- 9.9 <Specify the specific activities to be put in place by the Contractor to comply with its minimum obligation toward visibility. These activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published on the EuropeAid Website:  
[https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions\\_en](https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en) .>

## Article 10 Origin

- 10.1 All goods purchased must originate in a Member State of the European Union or a country covered by the < insert relevant instrument financing the project.> programme. For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable.

<Specify any authorised derogation from the rules of origin>

## Article 11 Performance guarantee

- 11.1 [The amount of the performance guarantee shall be 5 % of the total Contract price, including any amounts stipulated in addenda to the Contract.]

## Article 12 Liabilities and Insurance

- 12.1a) <Specify here the specific requirements of liability for damage to the supplies>

[If you find it necessary to set a limit other than that referred to in the general conditions, add the following clause :

"By way of derogation from Article 12.1, a) paragraph 2, of the general conditions, compensation for damage to the supplies resulting from the Contractor's liability in respect of the Contracting Authority is capped at an amount equal to <complete with an amount that can be a multiple or fraction of the contract value.>"]

- 12.1b) <Specify here the specific requirements of liability for damages to the Contracting Authority>

[ If you find it necessary to set a limit other than that referred to in the general conditions, add the following clause :

"By way of derogation from Article 12.1,b), paragraph 2, of the general conditions, compensation for damage resulting from the Contractor's liability in respect of the Contracting Authority is capped at an amount equal to <complete with an amount that can be a multiple or fraction of the contract value>. »]

- 12.2a), paragraph 1 <Specify here specific requirements on when the requirements of proof of completion of adequate insurance must be provided>

[If you find it necessary to tailor differently when the requirements for proof of insurance must be met, add the following clause :

By derogation from Article 12.2 a) paragraph 1 of the general conditions, [indicate when], the Contractor shall ensure that itself, its staff, its subcontractors and any person for which the Contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the Contracting Authority has given its express written consent on a specific insurance company.]

12.2a), paragraph 2 <Specify here specific requirements on when the requirements of communication of cover notes and/or insurance certificates must be fulfilled>

[ If you find it necessary to tailor differently the moment cover notes and/or insurance certificates must be communicated, add the following clause :

By derogation from Article 12.2, a), paragraph 2 of the General Conditions it is [state when] that the Contractor shall provide the Contracting Authority with all cover notes and/or insurance certificates showing that the Contractor's obligations relating to insurance are fully respected. ]

12.2b), paragraph 2 <Specify any specific insurance requirements to cover the transport of supplies >

This type of insurance will vary depending on the nature of transport (land, air or sea) and the nature of the risks to be covered: loading, intermediate storage, unloading, including stowage and protection, theft, damage, loss, wetting, etc.

In the case of use of Incoterms, the Contractor shall provide transport insurance to the extent that it assumes transportation risks. The question of the extent of the risks assumed by the Contractor (seller) depends in particular on the Incoterms used:

- **DDP - Delivered Duty Paid:** Incoterm which imposes on the seller maximum obligations vis-à-vis transportation and loss risks and damage associated with the goods:

*"the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination. The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities."*<sup>1</sup>  
The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

- **DAP - Delivered At Place:** Incoterm whereby the buyer bears all risks and costs of import clearance:

*"the seller delivers when the goods are placed at the disposal of the buyer on the arriving means of transport ready for unloading at the named place of destination. The seller bears all risks involved in bringing the goods to the named place"*<sup>2</sup>, including customs clearance for export, but not for import at the port or at the border of the agreed place of destination.

## Article 13 Programme of implementation of tasks

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<sup>1</sup> See <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>.

<sup>2</sup> Idem.

- 13.2 [If required <Specify the timetable for submission and approval of the programme of implementation of the tasks, with dates and deadlines>]

#### **Article 14 Contractor's drawings**

- 14.1 <Specify the drawings and/or samples required from the Contractor, the procedures for approving them and any requirements relating to manuals.>

#### **Article 15 Sufficiency of tender prices**

- 15.1 <Specify any additional provisions regarding Article 15 of the General Conditions >

#### **Article 16 Tax and customs arrangements**

- 16.1 <Specify if the delivery conditions are DAP instead of DDP as mentioned in the GC>

#### **Article 17 Patents and licences**

- 17.1 <Specify whether there is a derogation from Article 17 of the General Conditions>

#### **Article 18 Commencement order**

- 18.1 [<Specify the date on which implementation of the tasks is to commence>]

Or

- 18.1 [The Contracting Authority shall inform the Contractor by administrative order of the date on which implementation of the tasks shall begin.]

#### **Article 19 Period of implementation of the tasks**

- 19.1 <Specify the implementation period(s) of the tasks in calendar days in relation to the date stipulated in the previous Article>

#### **Article 24 Quality of supplies**

- 24.2 <indicate here if a preliminary technical acceptance is required>

#### **Article 25 Inspection and testing**

- 25.2 <Specify the places/goods to be inspected and tested in accordance with Article 25 of the General Conditions and the practical arrangements for testing>

#### **Article 26 General principles for payments**

- 26.1 Payments shall be made in PKR only for indirect management in the following cases: (i) when legal or local constraints exceptionally impose using the national currency; (ii) when needed, for contracts within the imprest component of a programme estimate].

<Specify the administrative or technical conditions governing payment of pre-financing and final payments>

Payments shall be authorised and made by <give the address of the relevant unit and any other relevant information>.

[In the case of indirect management ex ante procedures and where invoices are presented to the authorities of the country of the Contracting Authority, the Contractor must inform the European Commission at <enter address of the unit in charge if this option is used>, thereof by sending a copy of the correspondence.]

26.5 In order to obtain payments, the Contractor must forward to the authority referred to in paragraph 26.1 above:

a) For the 40% pre-financing, [the pre-financing guarantee][and insert either of the below sentences:

[if the total Contract price is below EUR 60.000:]

[By derogation from article 26.5 of the General Conditions, no pre-financing guarantee is required.]

[if the total Contract price is above EUR 60.000:]

[When (i) the pre-financing requested is equal or below EUR 300 000 and (ii) the Contracting Authority does not require a financial guarantee following a risk assessment<sup>1</sup>, by derogation from article 26.5 of the General Conditions no pre-financing guarantee is required.]

b) For the 60 % balance, the invoice(s) [in triplicate] together with the request for provisional acceptance of the supplies.

26.9 <Specify whether the Contract includes a price revision clause. This clause must be drawn up by the competent services of the European Commission in accordance with their internal procedures.>

## Article 28 Delayed payments

28.2 [For indirect management:

By derogation from Article 28.2 of the General Conditions, once the deadline laid down in Article 26.3 has expired, the Contractor shall, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the General Conditions. The demand must be submitted within two months of receiving late payment.]

## Article 29 Delivery

29.3 <Specify any specific packaging requirements>

[The packaging shall become the property of the recipient subject to environmental considerations].

---

<sup>1</sup> Such risk assessment is required, for example, when a company is awarded a contract without itself meeting the selection criteria, but relying on the capacity of another company.

Or [The packaging shall remain the property of the Contractor subject to environmental considerations].

29.5/6/7 <Set out requirements as regards documents to accompany each delivery and markings on the packaging>

### **Article 31 Provisional acceptance**

The Certificate of Provisional Acceptance must be issued using the template in Annex C11.  
<Specify the detailed arrangements for provisional acceptance>

[Contract in decentralised/indirect management under Budget for which a financing agreement was signed before 01/01/2013 only:

31.2. By derogation, the Contractor may apply, by notice to the Project Manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The Project Manager shall within 45 days of receipt of the Contractor's application either:

- issue the certificate of provisional acceptance to the Contractor with a copy to the Contracting Authority stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or
- reject the application, giving his reasons and specifying the action which, in his opinion, is required of the Contractor for the certificate to be issued.

The Contracting Authority's time limit for issuing the certificate of provisional acceptance to the Contractor shall not be considered included in the time limit for payments indicated in Article 26.3. ]

### **Article 32 Warranty obligations**

32.6 <Specify any additional obligations under the warranty, e.g. commercial warranty>

32.7 The warranty must remain valid for <period to be specified, maximum one year> after provisional acceptance.

### **Article 33 After-sales service**

33.1 <Give details of any after-sales service that the Contractor must provide and specify the proportion of the performance guarantee assigned to that activity.>

### **Article 40 Settlement of disputes**

For direct management:

40.4 [Any disputes arising out of or relating to this Contract which cannot be settled amicably shall be referred to the exclusive jurisdiction of the courts of Brussels, Belgium.]

For indirect management:

BUDGET:

EITHER



40.4 [Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of <specify> in accordance with the national legislation of the state of the Contracting Authority.]

**OR**

40.4 [Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred for arbitration to <specify the arbitration body> in accordance with the rules of arbitration of [the International Chamber of Commerce] [the United Nations Commission on International Trade Law] [<other internationally recognised procedure to be specified >].]

**[EDF:**

[Any dispute arising out of or relating to this Contract which cannot be settled otherwise shall:

- (a) in the case of a national contract, be settled in accordance with the national legislation of the state of the Contracting Authority; and
- (b) in the case of a transnational contract, be settled either:
  - (i) if the parties to the Contract so agree, in accordance with the national legislation of the state of the Contracting Authority or its established international practices; or
  - (ii) by arbitration in accordance with the Procedural rules on conciliation and arbitration of contracts financed by the European Development Fund, adopted by Decision 3/90 of the ACP-EEC Council of Ministers of 29 March 1990 (Official Journal No L 382, 31.12.1990, Annex a12 to the Practical Guide) Please attach Annex A12 of the Practical Guide to the present contract.]

[For indirect management:

#### **Article 44 Data Protection**

Not applicable.]

#### **[Article 45 Further additional clauses**

<Add other clauses approved by the competent Commission departments.>

\* \* \*

**ANNEX I: GENERAL CONDITIONS**  
**FOR SUPPLY CONTRACTS FINANCED BY THE EUROPEAN UNION OR BY THE**  
**EUROPEAN DEVELOPMENT FUND**

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## **PRELIMINARY PROVISIONS**

### **Article 1 - Definitions**

- 1.1. The headings and titles in these General Conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the contract.
- 1.2. Where the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.
- 1.3. Words designating persons or parties shall include firms and companies and any organisation having legal capacity.
- 1.4. The definitions of the terms used throughout this General Conditions are laid down in the "Glossary of terms", annex A1a to the Practical Guide, which forms an integral part of the contract.

### **Article 2 - Language of the Contract**

- 2.1. The language of the contract and of all communications between the Contractor Contracting Authority and Project Manager or their representatives shall be as stated in the Special Conditions.

### **Article 3 - Order of precedence of Contract documents**

- 3.1. The order of precedence of the contract documents shall be stated in the contract.

### **Article 4 - Communications**

- 4.1. Any written communication relating to this Contract between the Contracting Authority or the Project Manager, and the Contractor shall state the contract title and identification number, and shall be sent by post, cable, telex, facsimile transmission, e-mail or personal delivery, to the appropriate addresses designated by the parties for that purpose in the Special Conditions.
- 4.2. If the sender requires evidence of receipt, it shall state such requirement in its communication and shall demand such evidence of receipt whenever there is a deadline for the receipt of the communication. In any event, the sender shall take all the necessary measures to ensure timely receipt of its communication.
- 4.3. Wherever the contract provides for the giving or issue of any notice, consent, approval, certificate or decision, unless otherwise specified such notice, consent, approval, certificate or decision shall be in writing and the words "notify", "consent", "certify", "approve" or "decide" shall be construed accordingly. Any such consent, approval, certificate or decision shall not unreasonably be withheld or delayed.
- 4.4. Any oral instructions or orders shall be confirmed in writing.

### **Article 5 - Assignment**

- 5.1. An assignment shall be valid only if it is a written agreement by which the contractor transfers its Contract or part thereof to a third party.

- 5.2. The Contractor shall not, without the prior consent of the Contracting Authority, assign the contract or any part thereof, or any benefit or interest thereunder, except in the following cases:
- a) a charge, in favour of the Contractor's bankers, of any monies due or to become due under the Contract; or
  - b) the assignment to the Contractor's insurers of the Contractor's right to obtain relief against any other person liable in cases where the insurers have discharged the Contractor's loss or liability.
- 5.3. For the purpose of Article 5.2, the approval of an assignment by the Contracting Authority shall not relieve the Contractor of its obligations for the part of the contract already performed or the part not assigned.
- 5.4. If the Contractor has assigned the contract without authorisation, the Contracting Authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 35 and 36.
- 5.5. Assignees shall satisfy the eligibility criteria applicable for the award of the contract and they shall not fall under the exclusion criteria described in the tender dossier.

## **Article 6 - Subcontracting**

- 6.1. A subcontract shall be valid only if it is a written agreement by which the Contractor entrusts performance of a part of the contract to a third party.
- 6.2. The Contractor shall request to the Contracting Authority the authorisation to subcontract. The request must indicate the elements of the contract to be subcontracted and the identity of the subcontractors. The Contracting Authority shall notify the Contractor of its decision within 30 days of receipt of the request, stating reasons should it withhold such authorisation.
- 6.3. Subcontractors shall satisfy the eligibility criteria applicable for the award of the contract and shall not fall under the exclusion criteria described in the tender dossier.
- 6.4. No subcontract creates contractual relations between any subcontractor and the Contracting Authority.
- 6.5. The Contractor shall be responsible for the acts, defaults and negligence of its subcontractors and their agents or employees, as if they were the acts, defaults or negligence of the Contractor, its agents or employees. The approval by the Contracting Authority of the subcontracting of any part of the contract or of the subcontractor to perform any part of the tasks shall not relieve the Contractor of any of its obligations under the contract.
- 6.6. If a subcontractor has undertaken any continuing obligation extending for a period exceeding that of the warranty period under the contract towards the Contractor in respect of the supplies provided by the subcontractor, the Contractor must, at any time after the expiration of the warranty period, transfer immediately to the Contracting Authority, at the Contracting Authority's request and cost, the benefit of such obligation for the unexpired duration thereof.

- 6.7. If the Contractor enters into a subcontract without approval, the Contracting Authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 35 and 36.
- 6.8. If a subcontractor is found by the Contracting Authority or the Project Manager to be incompetent in discharging its duties, the Contracting Authority or the Project Manager may request the Contractor forthwith, either to provide a subcontractor with qualifications and experience acceptable to the Contracting Authority as a replacement, or to resume the implementation of the tasks itself.

## **OBLIGATIONS OF THE CONTRACTING AUTHORITY**

### **Article 7 - Supply of documents**

- 7.1. Save where otherwise provided in the Special Conditions, within 30 days of the signing of the Contract, the Contracting Authority shall provide the Contractor, free of charge, with a copy of the drawings prepared for the implementation of the tasks and a copy of the specifications and other Contract documents. The Contractor may purchase additional copies of these drawings, specifications and other documents, in so far as they are available. Upon final acceptance, the Contractor shall return to the Contracting Authority all drawings, specifications and other Contract documents.
- 7.2. The Contracting Authority shall co-operate with the Contractor to provide information that the latter may reasonably request in order to perform the contract.
- 7.3. The Contracting Authority shall notify the Contractor of the name and address of the Project Manager.
- 7.4. Unless it is necessary for the purposes of the Contract, the drawings, specifications and other documents provided by the Contracting Authority shall not be used or communicated to a third party by the Contractor without the prior consent of the Contracting Authority.
- 7.5. The Project Manager shall have authority to issue to the Contractor administrative orders incorporating such supplementary documents and instructions as are necessary for the proper execution of the contract and the remedying of any defects therein.
- 7.6. The Special Conditions must indicate the procedure used, if necessary, by the Contracting Authority and the Project Manager to approve drawings and other documents provided by the Contractor.

### **Article 8 - Assistance with local regulations**

- 8.1. The Contractor may request the assistance of the Contracting Authority in obtaining copies of laws, regulations and information on local customs, orders or bye-laws of the country where the supplies are to be delivered which may affect the Contractor in the performance of its obligations under the contract. The Contracting Authority may provide the assistance requested to the Contractor at the Contractor's cost.
- 8.2. The Contractor shall duly notify the Contracting Authority of details of the supplies so that the Contracting Authority can obtain the requisite permits or import licences.

- 8.3. The Contracting Authority will undertake to obtain, in accordance with the Special Conditions, the requisite permits or import licences within a reasonable period, taking account of the implementation dates for the tasks.
- 8.4. Subject to the provisions of the laws and regulations on foreign labour of the country in which the supplies are to be delivered, the Contracting Authority provides reasonable assistance to the Contractor, at its request, for its application for any visas and permits required by the law of the Country in which the supplies are to be delivered, including work and residence permits, for the personnel whose services the Contractor and the Contracting Authority consider necessary, as well as residence permits for their families.

## **OBLIGATIONS OF THE CONTRACTOR**

### **Article 9 - General Obligations**

- 9.1. The Contractor shall execute the contract with due care, efficiency and diligence in accordance with the best professional practice.
- 9.2. The Contractor shall, in accordance with the provisions of the Contract, design, manufacture, deliver to site, erect, test and commission the supplies and carry out any other work including the remedying of any defects in the supplies. The Contractor shall also provide all necessary equipment, supervision, labour and facilities required for the implementation of the tasks.
- 9.3. The Contractor shall comply with administrative orders given by the Project Manager. Where the Contractor considers that the requirement of an administrative order goes beyond the scope of the Contract, it shall, give notice with reasons to the Project Manager. If the Contractor fails to notify within 30 days period after receipt thereof, he shall be barred from so doing. Execution of the administrative order shall not be suspended because of this notice.
- 9.4. The Contractor shall supply, without delay, any information and documents to the Contracting Authority and the European Commission upon request, regarding the conditions in which the contract is being executed.
- 9.5. The Contractor shall respect and abide by all laws and regulations in force in the country where the supplies are to be delivered 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 employees and their dependants of such laws and regulations.
- 9.6. Should any unforeseen event, action or omission directly or indirectly hamper performance of the Contract, either partially or totally, the Contractor shall immediately and at its own initiative record it and report it to the Contracting Authority. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with its obligations under the contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.
- 9.7. Subject to Article 9.9, the Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to the performance of the contract without the prior consent of the Contracting Authority.

The Contractor shall continue to be bound by this undertaking after completion of the tasks and shall obtain from each member of its staff the same undertaking. However, use of the contract's reference for marketing or tendering purposes does not require prior approval of the Contracting Authority, except where the Contracting Authority declares the contract to be confidential.

- 9.8. If the Contractor is a joint venture or a consortium of two or more persons, all such persons shall be jointly and severally bound in respect of the obligations under the contract, including any recoverable amount. The person designated by the consortium to act on its behalf for the purposes of the contract shall have the authority to bind the consortium and is the sole interlocutor for all contractual and financial aspects. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the Contracting Authority. Any alteration of the composition of the consortium without the prior consent of the Contracting Authority may result in the termination of the contract.
- 9.9. Save where the European Commission requests or agrees otherwise, the Contractor shall ensure the highest visibility to the financial contribution of the European Union. To ensure such publicity the Contractor shall implement among other actions the specific activities described in the Special Conditions. All measures must comply with the rules in the Communication and Visibility Manual for EU External Actions published by the European Commission.
- 9.10. Any records shall be kept for a 7-year period after the final payment made under the contract. In case of failure to maintain such records the Contracting Authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 35 and 36.

## **Article 9a - Code of Conduct**

- 9a.1 The Contractor shall at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. It shall refrain from making public statements about the project without the prior approval of the Contracting Authority. It shall not commit the Contracting Authority in any way without its prior consent and shall, where appropriate, make this obligation clear to third parties.
- 9a.2 The Contractor and its staff shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the country where the supplies have to be delivered.
- 9a.3 The Contractor shall respect environmental legislation applicable in the country where the supplies have to be delivered and internationally agreed core labour standards, i.e. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour, as well as applicable obligations established by these Conventions:
- Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
  - Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
  - Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention);

- Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

- 9.a.4 The Contractor or any of its subcontractors, agents or personnel shall not abuse of its entrusted power for private gain. The Contractor or any of its subcontractors, agents or personnel shall not receive or agree to receive from any person or offer or agree to give to any person or procure for any person, gift, gratuity, commission or consideration of any kind as an inducement or reward for performing or refraining from any act relating to the performance of the contract or for showing favour or disfavour to any person in relation to the contract. The Contractor shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption.
- 9.a.5 The payments to the Contractor under the contract shall constitute the only income or benefit it may derive in connection with the contract. The Contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations under the contract.
- 9.a.6 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 European Commission may carry out documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses.

## **Article 9b Conflict of Interest**

- 9.b.1 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 may arise during performance of the contract shall be notified to the Contracting Authority without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.
- 9.b.2 The Contracting Authority reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The Contractor shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests. Without prejudice to its obligation under the Contract, the Contractor shall replace, immediately and without compensation from the Contracting Authority, any member of its staff exposed to such a situation.
- 9.b.3 The Contractor shall refrain from any contact which would compromise its independence or that of its personnel.
- 9.b.4 The Contractor shall limit its role in connection with the project to the provision of the supplies described in the contract.
- 9.b.5 The Contractor and anyone working under its authority or control in the performance of the contract or on any other activity shall be excluded from access to other EU budget/EDF funds available under the same project. However, the Contractor may participate after approval of the Contracting Authority if the Contractor is able to prove



that its involvement in previous stages of the project does not constitute unfair competition.

## **Article 10 - Origin**

- 10.1. All goods shall have their origin in any eligible source country as defined in the instructions to tenderers and the Special Conditions.
- 10.2. The Contractor must certify that the goods tendered comply with this requirement, specifying their countries of origin. It may be required to provide more detailed information in this respect.
- 10.3. The Contractor shall present an official certificate of origin on provisional acceptance. Failure to comply with this obligation shall lead, after formal notice, to termination of the contract.

## **Article 11 - Performance guarantee**

- 11.1. The Contractor shall, together with the return of the countersigned Contract, furnish to the Contracting Authority with a guarantee for the full and proper execution of the contract. The amount of the guarantee shall be as specified in the Special Conditions. It shall be in the range of 5 and 10% of the total contract price, including any amounts stipulated in addenda to the contract.
- 11.2. The performance guarantee shall be held against payment to the Contracting Authority for any loss resulting from the Contractor's failure to perform its contractual obligations under the contract.
- 11.3. The performance guarantee shall be in the format provided for in the contract, in case of a bank guarantee. It may also be provided in the form of a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company, an irrevocable letter of credit or a cash deposit made with the Contracting Authority. If the performance guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque or a bond, it shall be issued by a bank or bonding and/or insurance company approved by the Contracting Authority.
- 11.4. The performance guarantee shall be denominated in the currency in which the contract is payable. No payments shall be made in favour of the Contractor prior to the provision of the guarantee. The guarantee shall continue to remain valid until the contract has been fully and properly performed.
- 11.5. During the execution of the Contract, if the natural or legal person providing the guarantee is not able to abide by its commitments, the guarantee shall cease to be valid. The Contracting Authority shall give formal notice to the Contractor to provide a new guarantee on the same terms as the previous one. Should the Contractor fail to provide a new guarantee, the Contracting Authority may terminate the contract.
- 11.6. The Contracting Authority shall demand payment from the guarantee of all sums for which the guarantor is liable under the guarantee due to the Contractor's default under the Contract, in accordance with the terms of the guarantee and up to the value thereof. The guarantor shall, without delay, pay those sums upon demand from the Contracting Authority and may not raise any objection for any reason whatsoever. Prior to making any claim under the performance guarantee, the Contracting Authority shall notify the Contractor stating the nature of the default in respect of which the claim is to be made.

- 11.7. Unless the Special Conditions provide otherwise, the performance guarantee shall be released within 60 days of the issuing of the signed final acceptance certificate for its total amount except for amounts which are the subject of amicable settlement, arbitration or litigation.

## **Article 12 - Liabilities and Insurance**

### **12.1. Liabilities**

The liability rules described below are without prejudice to the possible application of international conventions on the carriage of goods.

#### **a) Liability for damage to supplies**

Without prejudice to Article 32 (warranty obligations) and Article 38 (force majeure), the Contractor shall assume (i) full responsibility for maintaining the integrity of the supplies and (ii) the risk of loss and damage, whatever their cause, until the final acceptance as foreseen in Article 34.

Compensation for damage to the supplies resulting from the Contractor's liability in respect of the Contracting Authority is capped at an amount equal to one million euros if the contract value is less than or equal to one million euros. If the contract value is greater than one million euros, compensation for damages resulting from the Contractor's liability shall be capped to the contract value.

However, compensation for loss or damage resulting from fraud or gross negligence of the Contractor, its staff, its subcontractors and any person for which the Contractor is answerable, can in no case be capped.

#### **b) Contractor's liability in respect of the Contracting Authority**

At any time, the Contractor shall be responsible for and shall indemnify the Contracting Authority for any damage caused to the Contracting Authority by the Contractor, its staff, its subcontractors and any person for which the Contractor is answerable.

Compensation for damage resulting from the Contractor's liability in respect of the Contracting Authority is capped at an amount equal to one million euros if the contract value is less than or equal to one million euros. If the contract value is greater than one million euros, compensation for damages resulting from the Contractor's liability shall be capped to the contract value.

However, compensation for loss or damage resulting from the Contractor's liability in case of bodily injury, including death, can in no case be capped. The same applies to compensation for any damages of any kind resulting from fraud or gross negligence of the Contractor, its staff, its subcontractors and any person for which the Contractor is answerable.

#### **c) Contractor's liability in respect of third parties**

The Contractor shall, at its own expense, indemnify, protect and defend, the Contracting Authority, its agents and employees, from and against all actions, claims, losses or damage, direct or indirect, of whatever nature (hereinafter "claim(s)") arising from any act or omission by the Contractor, its staff, its subcontractors and/or any person for which the Contractor is answerable, in the performance of its duties.

The Contracting Authority must notify any third party claim to the Contractor as soon as possible after the Contracting Authority becomes aware of them.

If the Contracting Authority chooses to challenge and defend itself against the claim(s), the Contractor shall bear the reasonable costs of defense incurred by the Contracting Authority, its agents and employees.

Under these general conditions, the agents and employees of the Contracting Authority, as well as the Contractor's staff, its subcontractors and any person for which the Contractor is answerable are considered to be third parties.

The Contractor shall treat all claims in close consultation with the Contracting Authority

Any settlement or agreement settling a claim requires the prior express consent of the Contracting Authority and the Contractor.

## 12.2. Insurance

### a) Insurance – general issues

At the latest together with the return of the countersigned contract, and for the period of implementation of the tasks, the Contractor shall ensure that itself, its staff, its subcontractors and any person for which the Contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the Contracting Authority has given its express written consent on a specific insurance company.

At the latest together with the return of the countersigned contract, the Contractor shall provide the Contracting Authority with all cover notes and/or certificates of insurance showing that the Contractor's obligations relating to insurance are fully respected. The Contractor shall submit without delay, whenever the Contracting Authority or the Project Manager so requests, an updated version of the cover notes and/or certificates of insurance.

The Contractor shall obtain from the insurers that they commit to personally and directly inform the Contracting Authority of any event likely to reduce, cancel or alter in any manner whatsoever, that coverage. The insurers shall deliver this information as quickly as possible, and in any event at least thirty (30) days before the reduction, cancellation or alteration of the cover is effective. The Contracting Authority reserves the right to indemnify the insurer in case the Contractor fails to pay the premium, without prejudice to the Contracting Authority's right to recover the amount of the premium it paid, and to subsequently seek compensation for its possible resulting damage.

Whenever possible, the Contractor shall ensure that the subscribed insurance contracts contain a waiver of recourse in favor of the Contracting Authority, its agents and employees.

The purchase of adequate insurances by the Contractor shall in no case exempt it from its statutory and/or contractual liabilities.

The Contractor shall fully bear the consequences of a total or partial lack of coverage, and to the full discharge of the Contracting Authority.

The Contractor shall ensure that its staff, its subcontractors and any person for which the Contractor is answerable comply with the same insurance requirements imposed to it under this contract. In case of default of insurance or inadequate insurance of its staff, its

subcontractors or any person for which the Contractor is answerable, the Contractor shall indemnify the Contracting Authority from all consequences resulting therefrom.

Under its own responsibility and without prejudice to the obligation to take out all insurance covering its obligations under this contract, the Contractor shall ensure that all compulsory insurances are subscribed in compliance with the laws and regulations in force in the country in which the duties are to be performed. It shall also ensure that all possible statutory obligations applying to the coverage are complied with.

The Contracting Authority shall not bear any liability for the assessment and adequacy of insurance policies taken out by the Contractor with its contractual and/or statutory obligations.

**b) Insurance – Specific issues**

The Contractor shall take out all insurance necessary to cover its liability, both with regard to its professional liability and its liability as provided under Article 12.1 "Liabilities". The contractor shall in particular subscribe a Products and After delivery insurance.

Depending on the nature of the Contractor's obligations, the Contracting Authority may require that the carriage of supplies be covered by a "transportation" insurance policy; the conditions of which may be specified in the Special Conditions, which may also specify other types of insurance to be taken out by the Contractor. This insurance shall in particular cover the loading, intermediate storage, unloading, including stowage and protection, if such operations are included in the contract.

**Article 13 - Programme of implementation of the tasks**

- 13.1. If the Special Conditions so require, the Contractor shall submit a programme of implementation of the tasks for the approval of the Project Manager. The programme shall contain at least the following:
  - a) the order in which the Contractor proposes to perform the contract including design, manufacture, delivery to place of receipt, installation, testing and commissioning;
  - b) the time limits within which submission and approval of the drawings are required;
  - c) a general description of the methods which the Contractor proposes to adopt for executing the Contract; and
  - d) such further details and information as the Project Manager may reasonably require.
- 13.2. The Special Conditions shall specify the time limit within which the programme of implementation of the tasks must be submitted to the Project Manager for approval. They may set time limits within which the Contractor must submit all or part of the detailed drawings, documents and items. They shall also state the deadline for the Project Manager's approval or acceptance of the programme of implementation, detailed drawings, documents and items.
- 13.3. The approval of the programme by the Project Manager shall not relieve the Contractor of any of its obligations under the contract.
- 13.4. No material alteration to the programme shall be made without the approval of the Project Manager. If, however, the progress of the implementation of the tasks does not conform to the programme, the Project Manager may instruct the Contractor to submit a revised programme in accordance with the procedure laid down in Article 13.

## **Article 14 - Contractor's drawings**

- 14.1. If the Special Conditions so provide, the Contractor shall submit to the Project Manager for approval:
- a) the drawings, documents, samples and/or models, according to the time limits and procedures laid down in the Special Conditions or in the programme of implementation of the tasks;
  - b) such drawings as the Project Manager may reasonably require for the implementation of the tasks.
- 14.2. If the Project Manager fails to notify its decision of approval referred to in Article 14.1 within the time limits referred to in the contract or the approved programme of implementation of the tasks, such drawings, documents, samples or models shall be deemed to be approved at the end of the time limits specified. If no time limit is specified, they shall be deemed to be approved 30 days after receipt.
- 14.3. Approved drawings, documents, samples and models shall be signed or otherwise identified by the Project Manager and shall not be departed from except as otherwise instructed by the Project Manager. Any Contractor's drawings, documents, samples or models which the Project Manager refuses to approve shall be modified to meet the requirements of the Project Manager and resubmitted by the Contractor for approval. Within 15 days of being notified of the Project Manager's remarks, the Contractor shall make the requisite corrections, adjustments etc. to the documents, drawings etc. The corrected or adjusted documents, drawings etc. shall be resubmitted for the Project Manager's approval under the same procedure.
- 14.4. The Contractor shall supply additional copies of approved drawings in the form and numbers stated in the contract or in subsequent administrative orders.
- 14.5. The approval of the drawings, documents, samples or models by the Project Manager shall not relieve the Contractor from any of its obligations under the contract.
- 14.6. The Project Manager shall have the right at all reasonable times to inspect all drawings, documents, samples or models relating to the contract at the Contractor's premises.
- 14.7. Before provisional acceptance of the supplies, the Contractor shall supply operation and maintenance manuals together with drawings, which shall be in such detail as will enable the Contracting Authority to operate, maintain, adjust and repair all parts of the supplies. Unless otherwise stated in the Special Conditions, the manuals and drawings shall be in the language of the contract and in such forms and numbers as stated in the contract. The supplies shall not be considered completed for the purpose of provisional acceptance until such manuals and drawings have been supplied to the Contracting Authority.

## **Article 15 - Sufficiency of tender prices**

- 15.1. Subject to any additional provisions which may be laid down in the Special Conditions, the Contractor shall be deemed to have satisfied itself before submitting its tender as to the correctness and sufficiency of the tender and to have taken account of all that is required for the full and proper implementation of the tasks and to have included in its rates and prices all costs related to the supplies, in particular:
- a) the costs of transport;
  - b) the costs of handling, packing, loading, unloading, transit, delivery, unpacking,

checking, insurance and other administrative costs in connection with the supplies. The packaging shall be the property of the Contracting Authority unless otherwise provided in the Special Conditions;

- c) the cost of documents relating to the supplies where such documents are required by the Contracting Authority;
- d) execution and supervision of on-site assembly and/or commissioning of the delivered supplies;
- e) furnishing of tools required for assembly and/or maintenance of the delivered supplies;
- f) furnishing of detailed operation and maintenance manuals for each unit of the delivered supplies, as specified in the Contract;
- g) supervision or maintenance and/or repair of the supplies, for a period of time stated in the Contract, with the stipulation that this service shall not release the Contractor from any warranty obligations under the Contract;
- h) training of the Contracting Authority's personnel, at the Contractor's factory and/or elsewhere as specified in the contract.

- 15.2. Since the Contractor is deemed to have determined its prices on the basis of its own calculations, operations and estimates, it shall carry out without additional charge any work that is the subject of any item whatsoever in its tender for which it neither indicates a unit price nor a lump sum.

## **Article 16 - Tax and customs arrangements**

- 16.1. Save where otherwise provided in the Special Conditions, the terms of delivery of the goods shall be DDP (Delivered Duty Paid) – Incoterms 2010, International Chamber of Commerce.

## **Article 17 - Patents and licences**

- 17.1. Save where otherwise provided in the Special Conditions, the Contractor shall indemnify and hold the Contracting Authority harmless for all damages and cost incurred due to any claim brought by any third party including creators and intermediaries for alleged or actual violations of intellectual, industrial or other property rights of any kind whatsoever based on the Contracting Authority's use as specified in the contract of patents, licenses, drawings, designs, models, or brand or trademarks, except where such infringement results from compliance with the design or specification provided by the Contracting Authority.
- 17.2. All industrial, intellectual and other property rights (including but not limited to patent rights and copyright) developed in connection with the tasks by or on behalf of the Contractor, including but not limited to any rights in any documents prepared for the purpose of the contract or the tasks, shall remain vested in the Contractor but the Contracting Authority shall have an irrevocable, royalty-free, non-exclusive licence of the above-mentioned rights for the purpose of the contract.

Such licence shall carry the right to grant sub-licences and shall be transferable by the Contracting Authority to third parties without the consent of the Contractor being required.

All industrial, intellectual and other property rights (including but not limited to patent rights and copyright) developed in connection with the tasks by or on behalf of the Contracting Authority, including but not limited to any rights in any documents prepared for the purpose of the contract or the tasks, shall remain vested in the Contracting Authority but the Contractor shall have the right at its cost to copy, use and obtain communication of these documents for the purpose of the contract.

Upon and notwithstanding any termination of the contract howsoever arising, as well as after completion of the tasks, the Contracting Authority shall continue to have the benefit of the licence referred to in Article 17.2, first paragraph.

## **IMPLEMENTATION OF THE TASKS AND DELAYS**

### **Article 18 - Commencement order**

- 18.1. Subject to the Special Conditions, the Contracting Authority shall fix the date on which implementation of the tasks is to commence and advise the Contractor thereof either in the notification of award of the contract or by administrative order.
- 18.2. Save where the Parties agree otherwise, implementation of the tasks shall begin no later than 90 days following notification of award of contract. Unless this delay results from the Contractor default, after that date the Contractor shall be entitled not to implement the contract and to obtain its termination and/or compensation for the damage it has suffered. The Contractor shall forfeit this right unless it exercises it within 30 days of the expiry of the 90-day period.

### **Article 19 - Period of implementation of the tasks**

- 19.1. The period of implementation of tasks shall commence on the date fixed in accordance with Article 18 and shall be as laid down in the Special Conditions, without prejudice to extensions of the period which may be granted under Article 20.
- 19.2. If provision is made for distinct periods of implementation of the tasks for separate lots, in cases where one Contractor is awarded more than one lot per contract, the periods of implementation of the tasks for the separate lots shall not be accumulated.

### **Article 20 - Extension of period of implementation of the tasks**

- 20.1. The Contractor may request an extension to the period of implementation of the tasks if it is or will be delayed in completing the contract by any of the following reasons:
  - a) exceptional weather conditions in the country of the Contracting Authority which may affect installation or erection of the supplies;
  - b) artificial obstructions or physical conditions which may affect delivery of the supplies, which could not reasonably have been foreseen by an experienced contractor;
  - c) administrative orders affecting the date of completion other than those arising from the Contractor's default;
  - d) failure of the Contracting Authority to fulfil its obligations under the Contract;
  - e) any suspension of the delivery and/or installation of the supplies which is not due

- to the Contractor's default;
  - f) force majeure;
  - g) extra or additional supplies ordered by the Contracting Authority;
  - h) any other causes referred to in these General Conditions which are not due to the Contractor's default.
- 20.2. If the Contractor considers himself to be entitled to any extension of the period of implementation under the Contract, the Contractor shall
- a) give notice to the Project Manager of its intention to make such a request no later than 15 days after the Contractor became aware, or should have become aware of the event or circumstance giving rise to the request.
  - b) If the Contractor fails to give notice of a request for extension of the period of implementation within such period of 15 days, the period of implementation shall not be extended and the Contracting Authority shall be discharged from all liability in connection with the request; and
  - c) submit to the Project Manager full and detailed particulars of the request, within 30 days from the above notification unless otherwise agreed between the Contractor and the Supervisor, in order that such request may be investigated at the time.
- 20.3. Within 30 days from the receipt of the Contractor's detailed particulars of the request, the Project Manager shall in agreement with the Contracting Authority, by notice to the Contractor, grant such extension of the period of implementation of the tasks as may be justified, either prospectively or retrospectively, or inform the Contractor that it is not entitled to an extension.

## **Article 21 - Delays in implementation of the tasks**

- 21.1. If the Contractor fails to deliver any or all of the goods or perform the services within the period of implementation of the tasks 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 of the tasks, or extended period of implementation of the tasks under article 20, and the actual date of completion. The daily rate of liquidated damages is 5/1000 of the value of the undelivered supplies to a maximum of 15% of the total contract price.
- 21.2. If the non-delivery of any of the goods prevents the normal use of the supplies as a whole, the liquidated damages provided for in Article 21.1 shall be calculated on the basis of the total contract price.
- 21.3. If the Contracting Authority has become entitled to claim at least 15% of the total contract price it may, after giving notice to the Contractor:
- seize the performance guarantee; and/or
  - terminate the Contract,
  - enter into a contract with a third party for the provision of the balance of the supplies at the Contractor's cost.

## **Article 22 - Amendments**

- 22.1. Contract amendments must be formalised by a contract addendum signed by both parties or by an administrative order issued by the Project Manager or the Contracting Authority. Substantial amendments to the contract, including amendments to the total contract price,



must be made by means of an addendum. Any contractual amendments must respect the general principles defined in the Practical Guide.

- 22.2. Subject to the limits of the procedure thresholds set in the Practical Guide, the Contracting Authority reserves the right to vary by an administrative order the quantities per lot or per item by +/- 100 % at the time of contracting and during the validity of the Contract. The total value of the supplies may not rise or fall as a result of the variation by more than 25% of the tender price. The unit prices quoted in the tender shall be applicable to the quantities procured under the variation.
- 22.3. The Project Manager and the Contracting Authority shall have the power to order any amendment to any part of the supplies necessary for the proper completion and/or functioning of the supplies. Such amendments by administrative order may include additions, omissions, substitutions, changes in quality, quantity, form, character, kind, as well as in drawings, designs or specifications where the supplies are to be specifically manufactured for the Contracting Authority, in method of shipment or packing, place of delivery, and in the specified sequence, method or timing of implementation of the tasks. No administrative order shall have the effect of invalidating the contract, but the financial effect, if any, of all such amendments shall be valued in accordance with Article 22.7.
- 22.4. All administrative orders shall be issued in writing, it being understood that:
- a) if, for any reason, the Project Manager or the Contracting Authority finds it necessary to give an order orally, it shall as soon as possible thereafter confirm the order by an administrative order;
  - b) if the Contractor confirms in writing an oral order given for the purpose of Article 22.4.a and the confirmation is not contradicted in writing forthwith by the Project Manager or the Contracting Authority, the Project Manager or the Contracting Authority shall be deemed to have issued an administrative order;
  - c) no administrative order is required to increase or decrease the quantity of any incidental siting or installation because the estimates in the budget breakdown were too high or too low.
- 22.5. Save where Article 22.4 provides otherwise, prior to issuing an administrative order, the Project Manager or the Contracting Authority shall notify the Contractor of the nature and form of such amendment. The Contractor shall then, without delay, submit to the Project Manager a written proposal containing:
- a description of the tasks, if any, to be performed or the measures to be taken and a programme of implementation of the tasks;
  - any necessary amendments to the programme of implementation of the tasks or to any of the Contractor's obligations resulting from this contract; and
  - any adjustment to the total contract price in accordance with the rules set out in Article 22.
- 22.6. Following the receipt of the Contractor's submission referred to in Article 22.5, the Project Manager shall, after due consultation with the Contracting Authority and, where appropriate, the Contractor, decide without delay whether or not to accept the amendment. If the Project Manager accepts the amendment, it shall notify the Contractor through an administrative order stating that the Contractor shall carry out the amendment at the prices and under the conditions given in the Contractor's submission referred to in Article 22.5 or as modified by the Project Manager in accordance with Article 22.7.

- 22.7. The prices for all amendments ordered by the Project Manager or the Contracting Authority in accordance with Articles 22.4 and 22.6 shall be ascertained in accordance with the following principles:
- where the task is of similar character and implemented under similar conditions as an item priced in the budget breakdown, it shall be valued at such rates and prices contained therein;
  - where the task is not of a similar character or is not implemented under similar conditions, the rates and prices in the contract shall be used as the basis for valuation as far as is reasonable, failing which the Project Manager shall make a fair valuation;
  - if the nature or amount of any amendment relative to the nature or amount of the whole contract or to any part thereof is such that, in the opinion of the Project Manager, any rate or price contained in the contract for any item of work is, by reason of such amendment, rendered unreasonable, the Project Manager shall fix such rate or price as he thinks reasonable and proper in the circumstances;
  - where an amendment is required by a default or breach of contract by the Contractor, any additional cost attributable to such amendment shall be borne by the Contractor.
- 22.8. On receipt of the administrative order, the Contractor shall carry out the requested amendment according to the following principles:
- a) The Contractor shall be bound by these General Conditions as if the amendment requested by administrative order were stated in the contract.
  - b) The Contractor shall not delay the execution of the administrative order pending the granting of any extension of time for completion or adjustment to the total contract price.
  - c) Where the administrative order precedes the adjustment to the total contract price, the Contractor shall keep records of the costs of undertaking the amendment and of the time expended thereon. Such records shall be open to inspection by the Project Manager at all reasonable times.
- 22.9. The Contractor shall notify the Contracting Authority of any change of bank account, using the form in Annex V. The Contracting Authority shall have the right to oppose the Contractor's change of bank account.

## **Article 23 - Suspension**

- 23.1. The Contractor shall, on the order of the Contracting Authority, suspend the execution of the contract or any part thereof for such time or times and in such manner as the Contracting Authority may consider necessary. The suspension shall take effect on the day the Contractor receives the order or at a later date when the order so provides.
- 23.2. Suspension in the event of presumed substantial errors or irregularities or fraud:
- The Contract may be suspended in order to verify whether presumed substantial errors or irregularities or fraud occurred during the award procedure or the performance of the contract. If these are not confirmed, performance of the contract shall resume as soon as possible.
- 23.3. During the period of suspension, the Contractor shall protect and secure the supplies affected at the Contractor's warehouse or elsewhere, against any deterioration, loss or damage to the extent possible and as instructed by the Project Manager, even if supplies

have been delivered to the place of acceptance in accordance with the contract but their installation has been suspended by the Project Manager.

- 23.4. Additional expenses incurred in connection with such protective measures may be added to the total contract price, unless:
- a) otherwise provided for in the contract; or
  - b) such suspension is necessary by reason of some breach or default of the Contractor; or
  - c) such suspension is necessary by reason of normal climatic conditions at the place of acceptance; or
  - d) such suspension is necessary for the safety or the proper execution of the contract or any part thereof insofar as such necessity does not arise from any act or default by the Project Manager or the Contracting Authority or
  - e) the presumed substantial errors or irregularities or fraud mentioned in article 23.2 are confirmed and attributable to the Contractor.
- 23.5. The Contractor shall only be entitled to such additions to the total contract price if it notifies the Project Manager, within 30 days after receipt of the order to suspend the contract, of its intention to claim them.
- 23.6. The Contracting Authority, after consulting the Contractor, shall determine such additions to the total contract price and/or extension of the period of performance to be granted to the Contractor in respect of such claim as shall, in the opinion of the Contracting Authority, be fair and reasonable.
- 23.7. The Contracting Authority shall, as soon as possible, order the Contractor to resume the contract suspended or inform the Contractor that it terminates the contract. If the period of suspension exceeds 180 days and the suspension is not due to the Contractor's breach or default, the Contractor may, by notice to the Contracting Authority, request to proceed with the contract within 30 days, or terminate the contract.

## **MATERIALS AND WORKMANSHIP**

### **Article 24 - Quality of supplies**

- 24.1. The supplies must in all respects satisfy the technical specifications laid down in the contract and conform in all respects to the drawings, surveys, models, samples, patterns and other requirements in the contract, which shall be held at the disposal of the Contracting Authority or the Project Manager for the purposes of identification throughout the period of execution.
- 24.2. Any preliminary technical acceptance stipulated in the Special Conditions shall be the subject of a request sent by the Contractor to the Project Manager. The request shall indicate the reference to the contract, specify the materials, items and samples submitted for such acceptance according to the contract and indicate the lot number and the place where acceptance is to take place, as appropriate. The materials, items and samples specified in the request must be certified by the Project Manager as meeting the requirements for such acceptance prior to their incorporation in the supplies.

- 24.3. Even if materials or items to be incorporated in the supplies or in the manufacture of components to be supplied have been technically accepted in this way, they may still be rejected if a further examination reveals defects or faults, in which case they must immediately be replaced by the Contractor. The Contractor may be given the opportunity to repair and make good materials and items which have been rejected, but such materials and items will be accepted for incorporation in the supplies only if they have been repaired and made good to the satisfaction of the Project Manager.

## **Article 25 - Inspection and testing**

- 25.1. The Contractor shall ensure that the supplies are delivered to the place of acceptance in time to allow the Project Manager to proceed with acceptance of the supplies. The Contractor is deemed to have fully appreciated the difficulties which it might encounter in this respect, and it shall not be permitted to advance any grounds for delay in fulfilling its obligations.
- 25.2. The Project Manager shall be entitled to inspect, examine measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract, in order to establish whether the components, materials and workmanship are of the requisite quality and quantity. This shall take place at the place of manufacture, fabrication, preparation or at the place of acceptance or at such other places as may be specified in the Special Conditions.
- 25.3. For the purposes of such tests and inspections, the Contractor shall:
- a) provide the Project Manager, temporarily and free of charge, with such assistance, test samples or parts, machines, equipment, tools, labour, materials, drawings and production data as are normally required for inspection and testing;
  - b) agree, with the Project Manager, on the time and place for tests;
  - c) provide access to the Project Manager at all reasonable times to the place where the tests are to be carried out.
- 25.4. If the Project Manager is not present on the date agreed for tests, the Contractor may, unless otherwise instructed by the Project Manager, proceed with the tests, which shall be deemed to have been made in the Project Manager's presence. The Contractor shall immediately send duly certified copies of the test results to the Project Manager, who shall, if it has not attended the test, be bound by the test results.
- 25.5. When components and materials have passed the above-mentioned tests, the Project Manager shall notify the Contractor or endorse the Contractor's certificate to that effect.
- 25.6. If the Project Manager and the Contractor disagree on the test results, each shall give a statement of its views to the other within 15 days of such disagreement arises. The Project Manager or the Contractor may require such tests to be repeated on the same terms and conditions or, if either Party so requests, by an expert selected by common consent. All test reports shall be submitted to the Project Manager, who shall communicate the results of these tests without delay to the Contractor. The results of retesting shall be conclusive. The cost of retesting shall be borne by the Party whose views are proved wrong by the retesting.

- 25.7. In the performance of their duties, the Project Manager and any person authorised by him shall not disclose to unauthorised persons information concerning the undertaking's methods of manufacture and operation obtained through inspection and testing.

## **PAYMENTS**

### **Article 26 - General principles**

- 26.1. Payments shall be made in euro or national currency as specified in the Special Conditions. The Special Conditions shall lay down the administrative or technical conditions governing payments of pre-financing and final payments made in accordance with the General Conditions.
- 26.2. Payments due by the Contracting Authority shall be made to the bank account mentioned on the financial identification form completed by the Contractor. The same form, annexed to the invoice, must be used to report changes of bank account.
- 26.3. Pre-financing payment shall be made within 30 days from the date on which an admissible invoice is registered by the Contracting Authority. The invoice shall not be admissible if one or more essential requirements are not met. Final payment shall be made within 60 days from the date on which an invoice is registered by the Contracting Authority, together with the request for provisional acceptance as per article 31.2. The date of payment shall be the date on which the paying account is debited.
- 26.4. The period referred to in article 26.3 may be suspended by notifying the Contractor that the invoice cannot be fulfilled because the sum is not due, because appropriate substantiating documents have not been provided or because there is evidence that the expenditure might not be eligible. In the latter case, an inspection may be carried out on the spot for the purpose of further checks. The Contractor shall provide clarifications, modifications or further information within 30 days of being asked to do so. The payment period shall continue to run from the date on which a properly drawn-up invoice is registered.
- 26.5. The payments shall be made as follows:
- a) 40% of the total contract price after the signing of the contract, against provision of the performance guarantee and of a pre-financing guarantee for the full amount of the pre-financing payment, unless otherwise provided for in the Special Conditions. The pre-financing guarantee shall be provided to the Contracting Authority following the procedure foreseen for the performance guarantee in accordance with Article 11.3-5, and in accordance with the format annexed to the contract. The pre-financing guarantee must remain valid until it is released 30 days at the latest after the provisional acceptance of the goods. Where the contractor is a public body, the obligation for a pre-financing guarantee may be waived depending on a risk assessment made;
  - b) 60% of the total contract price, as payment of the balance, after receipt by the Contracting Authority of an invoice and of the application for the certificate of provisional acceptance;
- 26.6. Where only part of the supplies has been delivered, the 60% payment due following partial provisional acceptance shall be calculated on the value of the supplies which have actually been accepted and the security shall be released accordingly.

- 26.7. For supplies not covered by a warranty period, the payments listed above shall be aggregated. The conditions to which the payments of pre-financing and final payments are subject, shall be as stated in the Special Conditions.
- 26.8. The payment obligations of the European Commission under this contract shall cease at most 18 months after the end of the period of implementation of the tasks, unless the contract is terminated in accordance with these General Conditions.
- 26.9. Unless otherwise stipulated in the Special Conditions, the contract shall be at fixed prices, which shall not be revised.
- 26.10. The Contractor undertakes to repay any amounts paid in excess of the final amount due to the Contracting Authority before the deadline indicated in the debit note which is 45 days from the issuing of that note. Should the Contractor fail to make repayment within the above deadline, the Contracting Authority may (unless the Contractor is a government department or public body of a Member State of the European Union) increase the amounts due by adding interest:
- at the rediscount rate applied by the central bank of the country of the Contracting Authority if payments are in the currency of that country;
  - at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro,

on the first day of the month in which the time-limit expired, plus eight percentage points. The default interest shall be incurred over the time which elapses between the date of the payment deadline, and the date on which payment is actually made. Any partial payments shall first cover the interest thus established.

Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Contractor. This shall not affect the Parties' right to agree on payment in instalments. Bank charges arising from the repayment of amounts due to the Contracting Authority shall be borne entirely by the Contractor.

Without prejudice to the prerogative of the Contracting Authority, if necessary, the European Union may as donor proceed itself to the recovery by any means.

- 26.11. If the contract is terminated for any reason whatsoever, the guarantee securing the pre-financing may be invoked forthwith in order to repay the balance of the pre-financing still owed by the Contractor, and the guarantor shall not delay payment or raise objection for any reason whatever.
- 26.12. Prior to, or instead of, terminating the contract as provided for in Article 36, the Contracting Authority may suspend payments as a precautionary measure without prior notice.
- 26.13. Where the award procedure or the performance of the contract proves to have been subject to substantial errors, irregularities or fraud attributable to the Contractor, the Contracting Authority may in addition to the possibility to suspend the performance of the contract in accordance with Article 23.2 and to terminate the contract as provided for in Article 36, refuse to make payments and/or recover amounts already paid, in proportion to the seriousness of the errors, irregularities or fraud.

## **Article 27 - Payment to third parties**

- 27.1. Orders for payments to third parties may be carried out only after an assignment made in accordance with Article 5. The assignment shall be notified to the Contracting Authority.
- 27.2. Notification of beneficiaries of the assignment shall be the sole responsibility of the Contractor.
- 27.3. In the event of a legally binding attachment of the property of the Contractor affecting payments due to him under the contract, and without prejudice to the time limit laid down in Article 26, the Contracting Authority shall have 30 days, starting from the day on which it receives notification of the definitive lifting of the obstacle to payment, to resume payments to the Contractor.

## **Article 28 - Delayed payments**

- 28.1. The Contracting Authority shall pay the Contractor sums due in accordance with Article 26.3.
- 28.2. Once the time-limit referred to in Article 26.3 has expired, the Contractor – unless the contractor is a government department or public body in European Union Member State – shall, within two months of receipt of the late payment, receive default interest:
  - at the rediscount rate applied by the central bank of the Partner country if payments are in the currency of that country ;
  - at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, if payments are in euro,

on the first day of the month in which the time-limit expired, plus eight percentage points. The interest shall be payable for the time elapsed between the expiry of the payment deadline and the date on which the Contracting Authority's account is debited. However, when the interest calculated in accordance with the first subparagraph is lower than or equal to EUR 200, it shall be paid to the creditor only upon a demand submitted within two months of receiving late payment.

- 28.3. Any default in payment of more than 90 days from the expiry of the period laid down in Article 26.3 shall entitle the Contractor either not to perform the contract or to terminate it, according to Article 37.

# **ACCEPTANCE AND MAINTENANCE**

## **Article 29 - Delivery**

- 29.1. The Contractor shall deliver the supplies in accordance with the conditions of the contract. The supplies shall be at the risk of the Contractor until their final acceptance.
- 29.2. The Contractor shall provide such packaging of supplies as is required to prevent their damage or deterioration in transit to their destination as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation during transit and open storage. Package size and weight shall take into consideration, where appropriate, the remoteness of the final

destination of the supplies, and the possible absence of heavy handling facilities at all points in transit.

- 29.3. The packaging, marking and documentation inside and outside the packages shall comply with such requirements as shall be expressly provided for in the Special Conditions, subject to any amendments subsequently ordered by the Project Manager or the Contracting Authority.
- 29.4. No supplies shall be shipped or delivered to the place of acceptance until the Contractor has received a delivery order from the Project Manager. The Contractor shall be responsible for the delivery at the place of acceptance of all supplies and supplier's equipment required for the purpose of the contract.
- 29.5. Each delivery must be accompanied by a statement drawn up by the Contractor. This statement shall be as specified in the Special Conditions.
- 29.6. Each package shall be clearly marked in accordance with the Special Conditions.
- 29.7. Delivery shall be deemed to have been made when there is written evidence available to both Parties that delivery of the supplies has taken place in accordance with the terms of the contract, and the invoice(s) and all such other documentation specified in the Special Conditions, have been submitted to the Contracting Authority. Where the supplies are delivered to an establishment of the Contracting Authority, the latter shall bear the responsibility of bailee, in accordance with the requirements of the law applicable to the contract, during the time which elapses between delivery for storage and acceptance.

### **Article 30 - Verification operations**

- 30.1. The supplies shall not be accepted until the prescribed verifications and tests have been carried out at the expense of the Contractor. The verifications and tests may be conducted before shipment, at the point of delivery and/or at the final destination of the goods.
- 30.2. The Project Manager shall, during the progress of the delivery of the supplies and before the supplies are taken over, have the power to order or decide:
  - a) the removal from the place of acceptance, within such time or times as may be specified in the order, of any supplies which, in the opinion of the Project Manager, are not in accordance with the contract;
  - b) their replacement with proper and suitable supplies;
  - c) the removal and proper re-installation, notwithstanding any previous test thereof or of any installation which in respect of materials, workmanship or design for which the Contractor is responsible, is not, in the opinion of the Project Manager, in accordance with the contract;
  - d) that any work done or goods supplied or materials used by the Contractor is or are not in accordance with the contract, or that the supplies or any portion thereof do not fulfil the requirements of the contract.
- 30.3. The Contractor shall, with all speed and at its own expense, make good the defects so specified. If the Contractor does not comply with such order, the Contracting Authority shall be entitled to employ other persons to carry out the orders and all expenses consequent thereon or incidental thereto shall be deducted by the Contracting Authority from any monies due or which may become due to the Contractor.



- 30.4. Supplies which are not of the required quality shall be rejected. A special mark may be applied to the rejected supplies. This shall not be such as to alter them or affect their commercial value. Rejected supplies shall be removed by the Contractor from the place of acceptance, if the Project Manager so requires, within a period which the Project Manager shall specify, failing which they shall be removed as of right at the expense and risk of the Contractor. Any works incorporating rejected materials shall be rejected.
- 30.5. The provisions of Article 30 shall not affect the right of the Contracting Authority to claim under Article 21, nor shall it in any way release the Contractor from any warranty or other obligations under the contract.

### **Article 31 - Provisional acceptance**

- 31.1. The supplies shall be taken over by the Contracting Authority when they have been delivered in accordance with the contract, have satisfactorily passed the required tests, or have been commissioned as the case may be, and a certificate of provisional acceptance has been issued or is deemed to have been issued.
- 31.2. The Contractor may apply, by notice to the Project Manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The Project Manager shall within 30 days of receipt of the Contractor's application either:
- issue the certificate of provisional acceptance to the Contractor with a copy to the Contracting Authority stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or
  - reject the application, giving his reasons and specifying the action which, in his opinion, is required of the Contractor for the certificate to be issued.

The Contracting Authority's time limit for issuing the certificate of provisional acceptance to the Contractor shall be considered included in the time limit for payments indicated in Article 26.3, unless otherwise specified in the Special Conditions.

- 31.3. Should exceptional circumstances make it impossible to proceed with the acceptance of the supplies during the period fixed for provisional or final acceptance, a statement certifying such impossibility shall be drawn up by the Project Manager after consultation, where possible, with the Contractor. The certificate of acceptance or rejection shall be drawn up within 30 days following the date on which such impossibility ceases to exist. The Contractor shall not invoke these circumstances in order to avoid the obligation of presenting the supplies in a state suitable for acceptance.
- 31.4. If the Project Manager fails either to issue the certificate of provisional acceptance or to reject the supplies within the period of 30 days, it shall be deemed to have issued the certificate on the last day of that period, except where the certificate of provisional acceptance is deemed to constitute a certificate of final acceptance. In this case, Article 34.2 below does not apply. If the supplies are divided by the contract into lots, the Contractor shall be entitled to apply for separate certificates for each of the lots.
- 31.5. In case of partial delivery, the Contracting Authority reserves the right to give partial provisional acceptance.
- 31.6. Upon provisional acceptance of the supplies, the Contractor shall dismantle and remove temporary structures as well as materials no longer required for use in connection with the implementation of the contract. It shall also remove any litter or obstruction and redress any change in the condition of the place of acceptance as required by the contract.

- 31.7. Immediately after provisional acceptance, the Contracting Authority may make use of all the supplies delivered.

## **Article 32 - Warranty obligations**

- 32.1. The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials, unless otherwise provided in the contract. The Contractor shall further warrant that all supplies shall have no defect arising from design, materials or workmanship, except insofar as the design or materials are required by the specifications, or from any act or omission, that may develop under use of the supplies in the conditions obtaining in the country of the Contracting Authority.
- 32.2. The Contractor shall be responsible for making good any defect in, or damage to, any part of the supplies which may appear or occur during the warranty period and which:
- a) results from the use of defective materials, faulty workmanship or design of the Contractor; and/or
  - b) results from any act or omission of the Contractor during the warranty period; and/or
  - c) appears in the course of an inspection made by, or on behalf of, the Contracting Authority.
- 32.3. The Contractor shall at its own cost make good the defect or damage as soon as practicable. The warranty period for all items replaced or repaired shall recommence from the date when the replacement or repair was made to the satisfaction of the Project Manager. If the contract provides for partial acceptance, the warranty period shall be extended only for the part of the supplies affected by the replacement or repair.
- 32.4. If any such defect appears or such damage occurs during the warranty period, the Contracting Authority or the Project Manager shall notify the Contractor. If the Contractor fails to remedy a defect or damage within the time limit stipulated in the notification, the Contracting Authority may:
- a) remedy the defect or the damage itself, or employ someone else to carry out the tasks at the Contractor's risk and cost, in which case the costs incurred by the Contracting Authority shall be deducted from monies due to or from guarantees held against the Contractor or from both; or
  - b) terminate the contract.
- 32.5. In case of emergency, where the Contractor cannot be reached immediately or, having been reached, is unable to take the measures required, the Contracting Authority or the Project Manager may have the tasks carried out at the expense of the Contractor. The Contracting Authority or the Project Manager shall as soon as practicable inform the Contractor of the action taken.
- 32.6. The warranty obligations shall be stipulated in the Special Conditions and technical specifications.
- 32.7. Save where otherwise provided in the Special Conditions, the duration of the warranty period shall be 365 days. The warranty period shall commence on the date of provisional acceptance and may recommence in accordance with Article 32.3.

### **Article 33 - After-sales service**

- 33.1. An after-sales service, if required by the contract, shall be provided in accordance with the details stipulated in the Special Conditions. The Contractor shall undertake to carry out or have carried out the maintenance and repair of supplies and to provide a rapid supply of spare parts. The Special Conditions may specify that the Contractor must provide any or all of the following materials, notifications and documents pertaining to spare parts manufactured or distributed by the Contractor:
- a) such spare parts as the Contracting Authority may choose to purchase from the Contractor, it being understood that this choice shall not release the Contractor from any warranty obligations under the contract;
  - b) in the event of termination of production of the spare parts, advance notification to the Contracting Authority to allow it to procure the parts required and, following such termination, provision at no cost to the Contracting Authority of the blueprints, drawings and specifications of the spare parts, if and when requested.

### **Article 34 - Final acceptance**

- 34.1. Upon expiry of the warranty period, or where there is more than one such period, upon expiry of the latest period, and when all defects or damage have been rectified, the Project Manager shall issue the Contractor a final acceptance certificate and a copy thereof to the Contracting Authority, stating the date on which the Contractor completed its obligations under the contract to the Project Manager's satisfaction. The final acceptance certificate shall be issued by the Project Manager within 30 days after the expiration of the warranty period or as soon as any repairs ordered under Article 32 have been completed to the satisfaction of the Project Manager.
- 34.2. The contract shall not be considered to have been performed in full until the final acceptance certificate has been signed or is deemed to have been signed by the Project Manager.
- 34.3. Notwithstanding the issue of the final acceptance certificate, the Contractor and the Contracting Authority shall remain liable for the fulfilment of any obligation incurred under the contract prior to the issue of the final acceptance certificate which remains unperformed at the time that final acceptance certificate is issued. The nature and extent of any such obligation shall be determined by reference to the provisions of the contract.

## **BREACH OF CONTRACT AND TERMINATION**

### **Article 35 - Breach of contract**

- 35.1. Either party commits a breach of contract where it fails to perform its obligations in accordance with the provisions of the contract.
- 35.2. Where a breach of contract occurs, the party injured by the breach is entitled to the following remedies:
- a) damages; and/or
  - b) termination of the contract.

- 35.3. Damages may be either:
- a) general damages; or
  - b) liquidated damages.
- 35.4. Should the Contractor fail to perform any of its obligations in accordance with the provisions of the contract, the Contracting Authority is without prejudice to its right under Article 35.2, also entitled to the following remedies:
- a) suspension of payments; and/or
  - b) reduction or recovery of payments in proportion to the failure's extent.
- 35.5. 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.
- 35.6. 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.

#### **Article 36 - Termination by the Contracting Authority**

- 36.1. The Contracting Authority may, at any time and with immediate effect, subject to Article 36.9, terminate the contract, except as provided for under Article 36.2.
- 36.2. Subject to any other provision of these General Conditions, the Contracting Authority may, by giving seven day notice to the Contractor, terminate the contract in any of the following cases where:
- a) the Contractor is in serious breach of contract for failure to perform its contractual obligations;
  - b) the Contractor fails to comply within a reasonable time with the notice given by the Project Manager requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely implementation of the tasks;
  - c) the Contractor refuses or neglects to carry out any administrative orders given by the Project Manager;
  - d) the Contractor assigns the contract or subcontracts without the authorisation of the Contracting Authority;
  - e) the Contractor is bankrupt, subject to insolvency or winding up procedures, is having its assets administered by a liquidator or by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in any analogous situation arising from a similar procedure provided for under national law or regulations;
  - f) any organisational modification occurs involving a change in the legal personality, nature or control of the Contractor, unless such modification is recorded in an addendum to the contract;
  - g) any other legal disability hindering performance of the contract occurs;
  - h) the Contractor fails to provide the required guarantees or insurance, or the person providing the earlier guarantee or insurance is not able to abide by its commitments;
  - i) the Contractor has been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;

- j) it has been established by a final judgment or a final administrative decision or by proof in possession of the Contracting Authority that the Contractor has been guilty of fraud, corruption, involvement in a criminal organisation, money laundering or terrorist financing, terrorist related offences, child labour or other forms of trafficking in human beings or has committed an irregularity;
- k) the Contractor, in the performance of another contract financed by the EU budget/EDF funds has been declared to be in serious breach of contract, which has led to its early termination or the application of liquidated damages or other contractual penalties or which has been discovered following checks, audits or investigations by the European Commission, the Contracting Authority, OLAF or the Court of Auditors;
- l) after the award of the contract, the award procedure or the performance of the contract proves to have been subject to substantial errors, irregularities or fraud;
- m) the award procedure or the performance of another contract financed by the EU budget/EDF funds proves to have been subject to substantial errors, irregularities or fraud which are likely to affect the performance of the present contract;
- n) the Contractor fails to perform its obligation in accordance with Article 9a and Article 9b;
- o) the Contractor fails to comply with its obligation in accordance with Article 10.

The cases of termination under points (e), (i), (j), (l), (m) and (n) may refer also to persons who are members of the administrative, management or supervisory body of the Contractor and/or to persons having powers of representation, decision or control with regard to the Contractor.

The cases of termination under points (a), (e), (f), (g), (i), (j), (k), (l), (m) and (n) may refer also to persons jointly and severally liable for the performance of the contract.

The cases under points (e), (i), (j), (k), (l), (m) and (n) may refer also to subcontractors.

- 36.3. Termination shall be without prejudice to any other rights or powers under the contract of the Contracting Authority and the Contractor. The Contracting Authority may, thereafter, conclude any other contract with a third party, at the Contractor's own expense. The Contractor's liability for delay in completion shall immediately cease when the Contracting Authority terminates the contract without prejudice to any liability thereunder that may already have arisen.
- 36.4. Upon termination of the contract or when it has received notice thereof, the Contractor shall take immediate steps to bring the implementation of the tasks to a close in a prompt and orderly manner and to reduce expenditure to a minimum.
- 36.5. The Project Manager shall, as soon as possible after termination, certify the value of the supplies and all sums due to the Contractor as at the date of termination.
- 36.6. In the event of termination, the Project Manager shall, as soon as possible and in the presence of the Contractor or his representatives or having duly summoned them, draw up a report on the supplies delivered and the incidental siting or installation performed and take an inventory of the materials supplied and unused. A statement shall also be drawn up of monies due to the Contractor and of monies owed by the Contractor to the Contracting Authority as at the date of termination of the contract.

- 36.7. The Contracting Authority shall not be obliged to make any further payments to the Contractor until the supplies are completed. After the supplies are completed, the Contracting Authority shall recover from the Contractor the extra costs, if any, of providing the supplies, or shall pay any balance still due to the Contractor.
- 36.8. If the Contracting Authority terminates the contract pursuant to Article 36.2, it shall, in addition to the extra costs for completion of the contract and without prejudice to its other remedies under the contract, be entitled to recover from the Contractor any loss it has suffered up to the value of the supply unless otherwise provided for in the Special Conditions.
- 36.9. Where the termination is not due to an act or omission of the Contractor, force majeure or other circumstances beyond the control of the Contracting Authority, the Contractor shall be entitled to claim in addition to sums owed to it for work already performed, an indemnity for loss suffered.
- 36.10. This contract shall be automatically terminated if it has not given rise to any payment in the two years following its signing by both parties.

#### **Article 37 - Termination by the Contractor**

- 37.1. The Contractor may, by giving 14 days' notice to the Contracting Authority, terminate the contract if the Contracting Authority:
- fails to pay the Contractor the amounts due under any certificate issued by the Project Manager after the expiry of the time limit stated in Article 28.3; or
  - consistently fails to meet its obligations after repeated reminders; or
  - suspends the delivery of the supplies, or any part thereof, for more than 180 days, for reasons not specified in the contract or not attributable to the Contractor's breach or default.
- 37.2. Such termination shall be without prejudice to any other rights of the Contracting Authority or the Contractor acquired under the contract.
- 37.3. In the event of such termination, the Contracting Authority shall pay the Contractor for any loss or damage the Contractor may have suffered.

#### **Article 38 - Force majeure**

- 38.1. Neither party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of *force majeure* which arises after the date of notification of award or the date when the contract becomes effective
- 38.2. The term *force majeure*, as used herein covers any unforeseeable events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome such as 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. A decision of the European Union to suspend the cooperation with the partner country is considered to be a case of force majeure when it implies suspension of funding this contract.

- 38.3. Notwithstanding the provisions of Articles 21 and 36, the Contractor shall not be liable to forfeiture of its performance guarantee, liquidated damages or termination for default if, and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of *force majeure*. The Contracting Authority shall similarly not be liable, notwithstanding the provisions of Articles 28 and 37, for the payment of interest on delayed payments, for non-performance or for termination by the Contractor for default if, and to the extent that, the Contracting Authority's delay or other failure to perform its obligations is the result of *force majeure*.
- 38.4. If either party considers that any circumstances of *force majeure* have occurred which may affect performance of its obligations, it shall promptly notify the other party and the Project Manager, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the Project Manager 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 alternative means unless directed so to do by the Project Manager.
- 38.5. If the Contractor incurs additional costs in complying with the Project Manager's directions or using alternative means under Article 38.4, the amount thereof shall be certified by the Project Manager.
- 38.6. If circumstances of *force majeure* have occurred and continue for a period of 180 days then, notwithstanding any extension of time for completion of the contract that the Contractor may by reason thereof have been granted, either Party shall be entitled to serve upon the other with 30 days' notice to terminate the contract. If, at the expiry of the period of 30 days, the situation of *force majeure* persists, the contract shall be terminated and, in consequence thereof under the law governing the contract, the parties shall be released from further performance of the contract.

## **Article 39 - Decease**

- 39.1. Where the Contractor is a natural person, the contract shall be automatically terminated if that person dies. However, the Contracting Authority shall examine any proposal made by the heirs or beneficiaries if they have notified their wish to continue the contract.
- 39.2. Where the Contractor consists of a number of natural persons and one or more of them die, a report shall be agreed between the parties on the progress of the contract, and the Contracting Authority shall decide whether to terminate or continue the contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be.
- 39.3. In the cases provided for in Articles 39.1 and 39.2, persons offering to continue to perform the contract shall notify the Contracting Authority thereof within 15 days of the date of decease. The decision of the Contracting Authority shall be notified to those concerned within 30 days of receipt of such proposal.
- 39.4. Such persons shall be jointly and severally liable for the proper performance of the contract to the same extent as the deceased Contractor. Continuation of the contract shall be subject to the rules relating to establishment of any guarantee provided for in the contract.

## **SETTLEMENT OF DISPUTES AND APPLICABLE LAW**

### **Article 40 - Settlement of disputes**

- 40.1. The parties shall make every effort to settle amicably any dispute relating to the contract which may arise between them.
- 40.2. Once a dispute has arisen, a party shall notify the other party of the dispute, stating its position on the dispute and any solution which it envisages, and requesting an amicable settlement. The other party shall respond to this request for amicable settlement within 30 days, stating its position on the dispute. Unless the parties agree otherwise, the maximum time period laid down for reaching an amicable settlement shall be 120 days from the date of the notification requesting such a procedure. Should a party not agree to the other party's request for amicable settlement, should a party not respond in time to that request or should no amicable settlement be reached within the maximum time period, the amicable settlement procedure is considered to have failed.
- 40.3. In the absence of an amicable settlement, a party may notify the other party requesting a settlement through conciliation by a third person. If the European Commission is not a party to the contract, it may accept to intervene as conciliator. The other party shall respond to the request for conciliation within 30 days. Unless the parties agree otherwise, the maximum time period laid down for reaching a settlement through conciliation shall be 120 days from the notification requesting such a procedure. Should a party not agree to the other party's request for conciliation, should a party not respond in time to that request or should no settlement be reached within the maximum time period, the conciliation procedure is considered to have failed.
- 40.4. If the amicable settlement procedure and, if so requested, the conciliation procedure fails, each party may refer the dispute to either the decision of a national jurisdiction or arbitration, as specified in the Special Conditions.

### **Article 41 - Applicable law**

- 41.1. This contract shall be governed by the law of the country of the Contracting Authority or, where the Contracting Authority is the European Commission, by the European Union law supplemented as appropriate by Belgian law.

## **FINAL PROVISIONS**

### **Article 42 - Administrative sanctions**

- 42.1. Without prejudice to the application of other remedies laid down in the contract, a sanction of exclusion from all contracts and grants financed by the EU, may be imposed, after an adversarial procedure, upon the Contractor who, in particular,
  - a) is guilty of grave professional misconduct, has committed irregularities or has been found in serious breach of its contractual obligations. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, three years;



- b) is guilty of fraud, corruption, participation in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, five years;
- 42.2. In the situations mentioned in Article 42.1, in addition or in alternative to the sanction of exclusion, the Contractor may also be subject to financial penalties representing 2-10% of the total contract price.
- 42.3. Where the Contracting Authority is entitled to impose financial penalties, it may deduct such financial penalties from any sums due to the Contractor or call on the appropriate guarantee.
- 42.4. The decision to impose administrative sanctions may be published on a dedicated internet-site, explicitly naming the Contractor.
- 42.5. The above administrative sanctions may also be imposed to persons who are members of the administrative, management or supervisory body of the Contractor, to persons having powers of representation, decision or control with regard to the Contractor, to persons jointly and severally liable for the performance of the contract and to subcontractors.

#### **Article 43 - Verifications, checks and audits by European Union bodies**

- 43.1. The Contractor shall allow the European Commission, the European Anti-Fraud Office and the European Court of Auditors to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks, including checks of documents (original or copies), the implementation of the contract. In order to carry out these verifications and audits, the EU bodies mentioned above shall be allowed to conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the project. The Contractor shall ensure that on-the-spot accesses is available at all reasonable times, notably at the Contractor's offices, to its computer data, to its accounting data and to all the information needed to carry out the audits, including information on individual salaries of persons involved in the project. The Contractor shall ensure that the information is readily available at the moment of the audit and, if so requested, that data be handed over in an appropriate form. These inspections may take place up to 7 years after the final payment.
- 43.2. Furthermore, the Contractor shall allow the European Anti-Fraud Office to carry out checks and verification on the spot in accordance with the procedures set out in the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.
- 43.3. To this end, the Contractor undertakes to give appropriate access to staff or agents of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to the sites and locations at which the contract is carried out, including its information systems, as well as all documents and databases concerning the technical and financial management of the project and to take all steps to facilitate their work. Access given to agents of the European Commission, European Anti-Fraud Office and the European Court of Auditors shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents must be easily accessible and filed so as to facilitate their examination and the Contractor must inform the Contracting Authority of their precise location.

- 43.4. The Contractor guarantees that the rights of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to carry out audits, checks and verification will be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to any subcontractor or any other party benefiting from EU budget/EDF funds.
- 43.5. Failure to comply with the obligations set forth in Article 43.1 to 43.4 constitutes a case of serious breach of contract.

#### **Article 44 - Data protection**

- 44.1. Any personal data included in the contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. The data shall be processed solely for the purposes of the performance, management and monitoring of the contract by the Contracting Authority without prejudice to possible transmission to the bodies charged with monitoring or inspection in application of EU law. The Contractor shall have the right to access his/her personal data and to rectify any such data. Should the Contractor have any queries concerning the processing of his/her personal data, s/he shall address them to the Contracting Authority. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.
- 44.2. Where the contract requires processing personal data, the Contractor may act only under the supervision of the data controller, in particular with regard to the purposes of processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.
- 44.3. The data shall be confidential within the meaning of Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. The Contractor shall limit access to the data to staff strictly needed to perform, manage and monitor the contract.
- 44.4. The Contractor undertakes to adopt technical and organisational security measures to address the risks inherent in processing and in the nature of the personal data concerned in order to:
- a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:
    - aa) unauthorised reading, copying, alteration or removal of storage media;
    - ab) unauthorised data input unauthorised disclosure, alteration or erasure of stored personal data;
    - ac) unauthorised persons from using data-processing systems by means of data transmission facilities;
  - b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
  - c) record which personal data have been communicated, when and to whom;
  - d) ensure that personal data processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;

- e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- f) design its organisational structure in such a way that it meets data protection requirements.

# ***ANNEX II : TECHNICAL SPECIFICATIONS***

**Contract title: Supply of Poultry birds and Poultry feed**

**Publication reference: EU/NRSP/PINS/POULTRY/02/2022 REV1.0**

**Columns 1-2 should be completed by the contracting authority**

**Columns 3-4 should be completed by the tenderer**

**Column 5 is reserved for the evaluation committee**


Annex III - the contractor's technical offer

The tenderers are requested to complete the template on the next pages:

- Column 2 is completed by the contracting authority shows the required specifications (not to be modified by the tenderer),
- Column 3 is to be filled in by the tenderer and must detail what is offered (for example the words 'compliant' or 'yes' are not sufficient)
- Column 4 allows the tenderer to make comments on its proposed supply and to make eventual references to the documentation

The eventual documentation supplied should clearly indicate (highlight, mark) the models offered and the options included, if any, so that the evaluators can see the exact configuration. Offers that do not permit to identify precisely the models and the specifications may be rejected by the evaluation committee.

The offer must be clear enough to allow the evaluators to make an easy comparison between the requested specifications and the offered specifications.

1. Item number	2. Specifications required	3. Specifications offered (to be filled by Tenderer)	4. Notes, remarks, ref to documentation (to be filled by tenderer)	5. Evaluation committee's notes (if any)
1.	<p>Poultry Birds (Hens)  Weight of each bird should be between 1000 to 1200 grams,  Age 4-5 months,  Breed: Fayomi (Misree) hen cross breed.  Vaccination: Vaccination: Oil based ND Vaccine by Merial and IB,  Packing: Two plastic baskets to accommodate 5 hen birds in each  basket top covered with mesh cloth preferably as per below sample  picture.</p> 			
2.	Poultry Feed: Layer Poultry feed (in mesh form) 10kg per bag			

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature & Stamp: \_\_\_\_\_

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

**Publication reference: EU/NRSP/PINS/POULTRY/02/2022**

**Note:**

- 1- This Company Profile must be filled in by Company Owner / Legal Representative.
- 2- Please attach the evidence documents which proves the declared figures in bidder profile.

**A. Company Name:**

**B. Company Owner(s) / Partners  
full names with CNIC numbers:**

- 1.
- 2.
- 3
- 4

**C. Company Legal Authorized Representative for this  
Tender:**

Complete Name:

Position in the Company:

Signature:

**D. Additional Information about the Contractor:**

1-Official Date of Registration. \_\_\_\_\_

2-Company Registration No. \_\_\_\_\_

3- Company Type as per Registration ( ☐ or X )

Public Limited Co	Private Limited Co	AOP	Sole Proprietor	Others

4- Company' National Tax Number \_\_\_\_\_

5- Full Name of 3 Key Representatives of Company:

Name	Position	Location	Mobile Number

6 Details of Professional/Technical staff

Name	Position	Qualification	With tenderer since

7 Bank Account Details (Company):

Bank Name	Branch Code	Account No

8 Business Turnover Details: (Please attach copy of Company's financial statement (income tax returns of last two financial years as evidence)

Year -1: July 2019 to June 2020 (PKR)

Year -2: July 2020 to June 2021 (PKR)

**E. Past Experience:**

**1 Contract Award History (Last 2 years):**

Please list contracts awarded to your company since July 2019 up to now and attach copies of all these contracts

No	Project Description	Location	Organization Name	Duration	Project Cost (PKR)

**2 Details of 3 contracts of similar nature:**

Please list contracts awarded to your company for similar nature/type and attach copies of all these contracts

No	Project Description	Location	Organization Name	Duration	Project Cost (PKR)

I undersigned, certify that I am the designated legal representative of this Company that the information provided above is correct and I am aware of the fact that I will be held responsible for providing false information.

I declare and certify that the information above is true and accurate to the best of my knowledge. I understand and accept any false or inaccurate information may result in the cancellation of bid, even if discovered later.

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature & Stamp: \_\_\_\_\_

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

**ANNEX IV: Budget breakdown (Model financial offer)**  
**PUBLICATION REFERENCE: EU/NRSP/PINS/POULTRY/02/2022 REV 1.0**  
**NAME OF TENDERER: SUPPLY OF POULTRY BIRDS AND POULTRY FEED**

**NAME OF TENDERER:** \_\_\_\_\_

<b>A</b>	<b>B</b>	<b>D</b>	<b>E</b>
<b>SERIAL NO</b>	<b>QUANTITY</b>	<b>UNIT COSTS (INCLUSIVE OF APPLICABLE TAXES, QUARANTINE PLACE, SECURITY, UTILITIES, WATER, FOOD, VACCINATION, STAFF, TRANSPORTATION CHARGES TILL QUARANTINE PLACE AND FURTHER TO THE DISTRIBUTION POINTS, ETC.)</b>	<b>TOTAL PKR</b>
<b>I - POULTRY BIRDS HEN (10 HENS IN EACH SET)</b>	<b>500 SET</b>		
<b>II - POULTRY FEED BAGS (10KG BAG)</b>	<b>500 BAG</b>		
<b>TOTAL BID VALUE IN PKR</b>			

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature & Stamp: \_\_\_\_\_

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



## ADMINISTRATIVE COMPLIANCE GRID

**ANNEX Va**

<b>Contract title :</b>	Supply of Poultry birds and Poultry feed	<b>Publication reference :</b>	EU/NRSP/PINS/POULTRY/02/2022 REV 1.0
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Tender envelope number	Name of Tenderer	Copy of NTN certificate and on active tax payer list	Is tenderer nationality eligible? (Y/N)	Is documentation complete? (Y/N)	Is language as required? (Y/N)	Is tenderer's declaration signed/ Tender submission form signed (Yes/No/Not Applicable)	Other administrative requirements of the tender dossier? (Yes/No/Not applicable)	Overall decision? (Accept / Reject)
1								
2								
3								
4								
5								
6								

## **TECHNICAL EVALUATION GRID**

**Annex Vb**

<b>Contract title :</b>	<b>Supply of Poultry birds and Poultry feed</b>	<b>Publication reference :</b>	<b>EU/NRSP/PINS/POULTRY/02/2022 REV 1.0</b>
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Tender envelope No	Name of Tenderer	Economic & financial capacity? (Minimum Annual Turnover 5 Million in last financial year)	Technical capacity? (Successfully completed 3 contract of similar nature)	Compliance with technical specifications? (OK/a/b/...)	Proof / undertaking of stock delivery in offered time, quarantine and other terms of the tender.	Other technical requirements in tender dossier? (Yes/No/Not applicable)	Technically compliant? Y/N)
1							
2							
3							
4							
..							
..							

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Note: Lacking or missing in any of Turnover, Technical capacity, compliance with technical specs, proof/undertaking will result in technically non-compliant.

(Annex VI)

# Declaration I

To be submitted on Stamp paper of Rs.100/- at least

Tender Notice Reference # EU/NRSP/PINS/POULTRY/02/2022 REV 1.0

## Supply of Poultry birds and Poultry feed

In the response to your bids invitation advertised in the daily newspaper for the above contract we, the undersigned, hereby declare that:

- This tender is valid for a period of 45 days from the last date for the submission of tenders.
- We note that NRSP is not bound to precede with this invitation to tender and that it reserves the right to award contract as a whole or partially.
- We agree to adhere to all of the terms and conditions as given in the **“Instructions to Tenderers”** of the contracting authority and other documents as provided in the tender dossier.
- We confirm that we are not engaged in any corrupt, fraudulent, collusive or coercive practices and acknowledge that if evidence contrary to this exists, NRSP reserves the right to terminate the contract with immediate effect.
- We are not bankrupt or being wound up, are having our affairs administered by the courts, have not the subject of proceedings concerning those matters, or are in any analogous arising from the a procedure provided for in national legislation or regulations.
- We have not been convicted of an offence concerning professional conduct by any judgment.
- We have not been guilty of grave professional misconduct proven by any means which the contracting authority can justify.
- We have fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with legal provision the country in which we are established or with those of the country where the contract is to be performed.
- We have not been the subject of the judgment for any fraud, corruption, involvement in criminal/terrorist organization or any other illegal activity detrimental to Pakistani Law.
- I/We as sole proprietorship, authorized dealers, Association of Persons (AOP), partnership firms, private or public limited companies or other do not have any kind of relationship with the NRSP Staff; and if later my this statement is not found in conformity with reality i.e. relationship is found, I would stand liable to NRSP as per the rules mentioned in the ITT of this tender dossier.
- Are not guilty of serious misinterpretation in supplying information.
- Are not in situations of conflict of interest (with prior relationship to project or family or business relationship to parties in NRSP).
- Have no relation, direct or indirect, with any terrorist or banned organizations.
- Are not blacklisted by any Local/International organization, PPRA, SPPRA, Government/semi Government department, NGO or any other company/organization.
- Are not on any list of sanctioned parties issued by the Pakistan Government, DIFD, USAID, UN agencies, European Union and others.
- Have not been reported for/under litigation for child abuse.

Full official Name: \_\_\_\_\_

CNIC No. \_\_\_\_\_

Business Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Business Stamp: \_\_\_\_\_

# Declaration II

To be submitted on Stamp paper of Rs.100/- at least

**Tender Notice Reference # EU/NRSP/PINS/POULTRY/02/2022 REV 1.0**

## **Supply of Poultry birds and Poultry feed**

We, \_\_\_\_\_

- do solemnly undertake that we will deliver the Poultry birds and Poultry feed with the qty offered in this tender within \_\_\_\_\_ days
- Our cost of each set of birds is inclusive of all applicable of tax and Contracting Authority can deducted applicable taxes as per law of land from each invoice.
- Our cost of each set of birds is inclusive of packing in plastic bucket, quarantine of three days in each district, quarantine charges of place, staff, food, water, security, lighting, vaccination, equipment for vaccination, staff for vaccination and transportation charges from quarantine place to distribution points in all districts.
- We will assemble healthy and as per required specification birds set in respective location for each RSP.
- All the other terms, condition like tender guarantee, performance guarantee etc of the tender dossier are acceptable.

Full official Name: \_\_\_\_\_

CNIC No. \_\_\_\_\_

Business Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Business Stamp: \_\_\_\_\_

## ***TENDER SUBMISSION FORM FOR A SUPPLY CONTRACT***

**Publication reference: EU/NRSP/PINS/POULTRY/02/2022 REV 1.0**

**Title of contract: SUPPLY OF OFFICE EQUIPMENT**

**One signed** form must be supplied (for each lot, if the tender procedure is divided into lots), together with the number of copies specified in the Instruction to Tenderers. The form must include a signed declaration using the annexed format from each legal entity making the application. Any additional documentation (brochure, letter, etc.) sent with the form will not be taken into consideration. Applications being submitted by a consortium (i.e. either a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members. The attachments to this submission form (i.e. declarations) may be in original or copy. If copies are submitted, the originals must be dispatched to the Contracting Authority upon request. For economic and ecological reasons, we strongly recommend that you submit your files on paper-based materials (no plastic folder or divider). We also suggest you use double-sided print-outs as much as possible.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing a commitment on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator, as well as the relevant selection criteria. With regard to technical and professional criteria, an economic operator may only rely on the capacities of other entities where the latter will supply the supplies or perform the works or services for which these capacities are required. With regard to economic and financial criteria, the entities upon whose capacity the tenderer relies, become jointly and severally liable for the performance of the contract.

### **1 SUBMITTED BY**

	<b>Name(s) of tenderer(s)</b>	<b>Nationality<sup>1</sup></b>
<b>Leader<sup>2</sup></b>		
<b>Member</b>		

<sup>1</sup> Country in which the legal entity is registered.

<sup>2</sup> add/delete additional lines for members as appropriate. Note that a subcontractor is not considered to be a member for the purposes of this tender procedure. Subsequently, the data of the subcontractor must not appear in the data related to the economic, financial and professional capacity. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as '**leader**' (and all other lines should be deleted).

**Etc ...**

**2      CONTACT PERSON (for this tender)**

<b>Name</b>	
<b>Designation</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Mobile</b>	
<b>E-mail</b>	