

**SERVICE CONTRACT**  
**SMART CIG Z893496CBB**

**FINANCED BY**

AID 11758 “CLUSTER FUND FOR TECHNICAL ASSISTANCE - MYANMAR”

AID 11121: “COORDINATION AND PROJECTS IMPLEMENTATION FUND - VIETNAM”

Italian Agency for Development Cooperation – AICS Yangon  
41-27, Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon  
Tel: +95 1 7538730, +95 1 7538732

(‘the contracting authority’),

of the one part,

and

Tiziana Di Brino  
Studio professionale

(‘the contractor’)

of the other part,

have agreed as follows:



## CONTRACT TITLE

**Service of accounting registration in SIGOV of administrative facts of accounting period of the I semester 2022 and on-the-job staff training and supervision on SIGOV software management – AICS Yangon (Yangon and Hanoi Offices)**

**Identification number SMART CIG Z893496CBB**

### (1) Subject

- 1.1 The subject of this Contract is the Service of accounting registration in SIGOV of administrative facts of accounting period of the I semester 2022 and on-the-job staff training and supervision on SIGOV software management – AICS Yangon (Yangon and Hanoi Offices), to be delivered from the service provider from Italy, in cooperation with AICS Yangon administrative staff, with identification number SMART CIG Z893496CBB ('the services').
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annex II)

### (2) Contract value

This contract, established in Euro is a global price contract. The contract value is Euro <10,000.00> (VAT excluded):

Myanmar (AID 11758): Euro <2,500.00>

Vietnam (AID 11121): Euro <7,500.00>

In case of significant changes on the expected work load as specified in point 4.2 of the Terms of Reference (Annex II) the parties can agree on a revision of the total contract, given that the revision of the amount cannot be higher than the 10% of the initial value as specified in point 2.11.1 letter c) of the Procurement and Grants or European Union external actions - Practical Guide. In any case the final value of the contract cannot be above Euro 10,000.00.

### (3) Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- the contract agreement;
- the special conditions
- the general conditions (Annex I);
- the terms of reference [including clarification before the deadline for submitting tenders and minutes of the information meeting/site visit] (Annex II)



- the organisation and methodology (including clarification from the tenderer provided during tender evaluation) (Annex III);
- Budget (Annex V);
- specified forms and other relevant documents (Annex VI);

**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. Addenda shall have the order of precedence of the document they are amending.**

**(4) Language of the contract**

The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English or Italian.

**(5) Other specific conditions applying to the contract**

For the purpose of Article 42 of the general conditions, the controller for the processing of personal data is the Head of Office a.i. – AICS Yangon.

As per Decree (Determina a contrarre) n. (Int.0036631.22-12-2021), Mr. Walter Zucconi is the appointed RUP (Procurement Procedure Supervisor), in accordance with the Italian Decreto Ministero degli Affari Esteri e della Cooperazione Internazionale n. 192/2017.

Done in English in one digital copy.

**For the contractor**

Name: Tiziana Di Brino

Title:

Signature:

Date: 18/02/2022



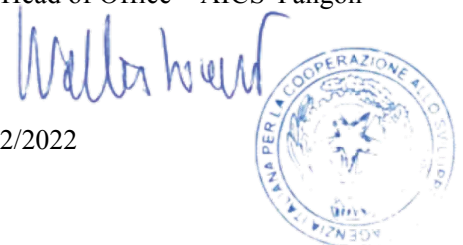
**For the contracting authority**

Name: Walter Zucconi

Title: A.I. Head of Office – AICS Yangon

Signature:

Date: 18/02/2022





## SPECIAL CONDITIONS

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the Articles of the special conditions is not consecutive but follows the numbering of the general conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

### Article 2 Communications

2.1 Any official communication by the Contractor to the Contracting Authority must be written in English or Italian and must be addressed to AICS Yangon at the following email address: [segreteria.yangon@aic.gov.it](mailto:segreteria.yangon@aic.gov.it) or delivered to the following address: Italian Agency for Development Cooperation – AICS Yangon 41-27, Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon. Any official communication by the Contracting Authority to the Contractor must be written in English or Italian and must be addressed to [dibrinotiziana@gmail.com](mailto:dibrinotiziana@gmail.com).

### Article 7 General obligations

7.8 The Contractor is committed to work with the Contracting Authority, through regular contacts, to ensure full visibility of AICS and the Government of Italy with the Central and Local Institutions, as well as with International Agencies and the Donors community.

### Article 19 Implementation of the tasks and delays

19.1 The start date for implementation shall be the date of signature of the contract by both parties.  
19.2 The period for implementing the tasks is from the starting date to 31<sup>st</sup> of July 2022.

### Article 28 Expenditure verification

28.2 The expenditure verification(s) referred to in the general conditions shall be carried out by AICS Yangon Administrative Office.



## Article 29 Payment and interest on late payment

29.1 Payments shall be made in accordance with the following the option:

Option 2: Global Price Contract

Month <sup>1</sup>		MYANMAR AID 11758 (lump sum) [Euro] VAT Excluded	VIETNAM AID 11121 (lump sum) [Euro] VAT Excluded	TOTAL PRICE (lump sum) [Euro] VAT Excluded
	Maximum pre-financing payment <sup>2</sup>	N/A	N/A	N/A
April 2022	SIGOV accounting registration – trimester January-February-March 2022 – as per Annex II – Deadlines (4.2.1) and Reports (7.1)	1,250	3,750	5,000
July 2022	SIGOV accounting registration – trimester April – May – June 2022 as per Annex II – Deadlines (4.2.1) and Reports (7.1)	1,250	3,750	5,000
	<b>Total (VAT Excluded)</b>	<i>Maximum value: EUR 2,500</i>	<i>Maximum value: EUR 7,500</i>	<i>Maximum value: EUR 10,000</i>

Unit prices of services provided in the framework of the present contract are detailed in Annex V – Budget.

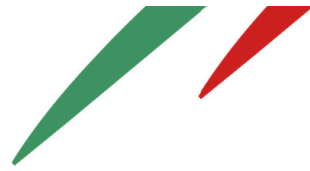
The actual amounts payable shall be based on the contractor's invoice accompanied by a formal report stating that contract activities have been duly performed.

The invoice shall be dated, stamped and signed by the Service Provider and expressed in Euro currency only. Relevant documents detailing services provided must be attached.

Submitted invoices are subject to approval of the reports in accordance with Article 27 of the general conditions.

<sup>1</sup> Tentative. Payments will be performed after Contracting Authority approval of Reports (as per Annex II – Terms of reference – art. 7.1) submitted by the Contractor, within the applicable deadlines.

<sup>2</sup> Not applicable. No pre-financing is allowed, by derogation of article 29 of the general conditions.



No pre-financing is allowed, by derogation of article 29 of the general conditions.

- 29.3 By derogation from Article 29.3 of the general conditions, once the deadline set in Article 29.1 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
- 29.5 Payments shall be made in Euro in accordance with Articles 20.6 and 29.4 of the general conditions into the bank account notified by the contractor to the contracting authority.

### **Article 30 Financial guarantee**

- 30.1 By derogation from article 30 of the general conditions, no pre-financing guarantee is required.

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

- 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 Rome, Italy, in accordance with the Italian national legislation.

### **Article 42 Data Protection**

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement

\* \* \*

ANNEX I:  
GENERAL CONDITIONS FOR SERVICE CONTRACTS FOR  
EXTERNAL ACTIONS FINANCED BY THE EUROPEAN UNION OR BY THE  
EUROPEAN DEVELOPMENT FUND

CONTENTS

<b>ARTICLE 1.</b>	<b>DEFINITIONS .....</b>	<b>2</b>
<b>ARTICLE 2.</b>	<b>COMMUNICATIONS .....</b>	<b>2</b>
<b>ARTICLE 3.</b>	<b>ASSIGNMENT.....</b>	<b>2</b>
<b>ARTICLE 4.</b>	<b>SUBCONTRACTING.....</b>	<b>3</b>
<b>ARTICLE 5.</b>	<b>SUPPLY OF INFORMATION.....</b>	<b>3</b>
<b>ARTICLE 6.</b>	<b>ASSISTANCE WITH LOCAL REGULATIONS.....</b>	<b>4</b>
<b>ARTICLE 7.</b>	<b>GENERAL OBLIGATIONS .....</b>	<b>4</b>
<b>ARTICLE 8.</b>	<b>CODE OF CONDUCT.....</b>	<b>5</b>
<b>ARTICLE 9.</b>	<b>CONFLICT OF INTEREST.....</b>	<b>6</b>
<b>ARTICLE 10.</b>	<b>ADMINISTRATIVE SANCTIONS .....</b>	<b>6</b>
<b>ARTICLE 11.</b>	<b>SPECIFICATIONS AND DESIGNS .....</b>	<b>7</b>
<b>ARTICLE 12.</b>	<b>LIABILITIES.....</b>	<b>7</b>
<b>ARTICLE 13.</b>	<b>MEDICAL, INSURANCE AND SECURITY ARRANGEMENTS .....</b>	<b>8</b>
<b>ARTICLE 14.</b>	<b>INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS.....</b>	<b>10</b>
<b>ARTICLE 15.</b>	<b>THE SCOPE OF THE SERVICES .....</b>	<b>11</b>
<b>ARTICLE 16.</b>	<b>STAFF .....</b>	<b>11</b>
<b>ARTICLE 17.</b>	<b>REPLACEMENT OF STAFF.....</b>	<b>12</b>
<b>ARTICLE 18.</b>	<b>TRAINEES .....</b>	<b>12</b>
<b>ARTICLE 19.</b>	<b>IMPLEMENTATION OF THE TASKS AND DELAYS .....</b>	<b>13</b>
<b>ARTICLE 20.</b>	<b>AMENDMENT TO THE CONTRACT .....</b>	<b>13</b>
<b>ARTICLE 21.</b>	<b>WORKING HOURS .....</b>	<b>14</b>
<b>ARTICLE 22.</b>	<b>LEAVE ENTITLEMENT .....</b>	<b>15</b>
<b>ARTICLE 23.</b>	<b>INFORMATION.....</b>	<b>15</b>
<b>ARTICLE 24.</b>	<b>RECORDS.....</b>	<b>15</b>
<b>ARTICLE 25.</b>	<b>VERIFICATIONS, CHECKS AND AUDITS BY EUROPEAN UNION BODIES .....</b>	<b>15</b>
<b>ARTICLE 26.</b>	<b>INTERIM AND FINAL REPORTS .....</b>	<b>16</b>
<b>ARTICLE 27.</b>	<b>APPROVAL OF REPORTS AND DOCUMENTS .....</b>	<b>17</b>
<b>ARTICLE 28.</b>	<b>EXPENDITURE VERIFICATION.....</b>	<b>17</b>
<b>ARTICLE 29.</b>	<b>PAYMENT AND INTEREST ON LATE PAYMENT .....</b>	<b>17</b>
<b>ARTICLE 30.</b>	<b>FINANCIAL GUARANTEE.....</b>	<b>20</b>
<b>ARTICLE 31.</b>	<b>RECOVERY OF DEBTS FROM THE CONTRACTOR.....</b>	<b>21</b>
<b>ARTICLE 32.</b>	<b>REVISION OF PRICES .....</b>	<b>21</b>
<b>ARTICLE 33.</b>	<b>PAYMENT TO THIRD PARTIES .....</b>	<b>21</b>
<b>ARTICLE 34.</b>	<b>BREACH OF CONTRACT .....</b>	<b>22</b>
<b>ARTICLE 35.</b>	<b>SUSPENSION OF THE CONTRACT.....</b>	<b>22</b>
<b>ARTICLE 36.</b>	<b>TERMINATION BY THE CONTRACTING AUTHORITY.....</b>	<b>23</b>
<b>ARTICLE 37.</b>	<b>TERMINATION BY THE CONTRACTOR.....</b>	<b>24</b>
<b>ARTICLE 38.</b>	<b>FORCE MAJEURE .....</b>	<b>25</b>
<b>ARTICLE 39.</b>	<b>DECEASE .....</b>	<b>25</b>
<b>ARTICLE 40.</b>	<b>SETTLEMENT OF DISPUTES .....</b>	<b>26</b>
<b>ARTICLE 41.</b>	<b>APPLICABLE LAW .....</b>	<b>26</b>
<b>ARTICLE 42.</b>	<b>DATA PROTECTION.....</b>	<b>26</b>

## **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. The word “country” shall be deemed to include State or Territory.
- 1.4. Words designating persons or parties shall include firms, companies, and any organisation having legal capacity.
- 1.5. The definitions of the terms used throughout these 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. COMMUNICATIONS**

- 2.1. Unless otherwise specified in the special conditions, 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, facsimile transmission, e-mail or personal delivery to the appropriate addresses designated by the Parties for that purpose in the special conditions.
- 2.2. 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.
- 2.3. 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.
- 2.4. Any oral instructions or orders shall be confirmed in writing.

### **ARTICLE 3. ASSIGNMENT**

- 3.1. 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.
- 3.2. 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.
- 3.3. For the purpose of Article 3.2, 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.



- 3.4. 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 34 and 36.
- 3.5. 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 4. SUBCONTRACTING**

- 4.1. 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.
- 4.2. 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.
- 4.3. No subcontract creates contractual relations between any subcontractor and the contracting authority.
- 4.4. The contractor shall be responsible for the acts, defaults and negligence of its subcontractors and its experts, agents or employees, as if they were the acts, defaults or negligence of the contractor, its experts, 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 services shall not relieve the contractor of any of its obligations under the contract.
- 4.5. 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.
- 4.6. Subcontractors shall satisfy the eligibility criteria applicable to the award of the contract. They shall not fall under the exclusion criteria described in the tender dossier and the contractor shall ensure that they are not subject to EU restrictive measures.
- 4.7. Those services entrusted to a subcontractor by the contractor shall not be entrusted to third parties by the subcontractor, unless otherwise agreed by the contracting authority.
- 4.8. 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 34 and 36.

### **OBLIGATIONS OF THE CONTRACTING AUTHORITY**

#### **ARTICLE 5. SUPPLY OF INFORMATION**

- 5.1. The contracting authority shall supply the contractor promptly with any information and/or documentation at its disposal, which may be relevant to the performance of the contract. Such documents shall be returned to the contracting authority at the end of the period of implementation of the tasks.
- 5.2. The contracting authority shall co-operate with the contractor to provide information that the latter may reasonably request in order to perform the contract.
- 5.3. The contracting authority shall give notification to the contractor of the name and address of the project manager.

## **ARTICLE 6. ASSISTANCE WITH LOCAL REGULATIONS**

- 6.1. The contractor may request the assistance of the contracting authority in obtaining copies of laws, regulations, and information on local customs, orders or by-laws of the country in which the services are to be performed, 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.
- 6.2. Subject to the provisions of the laws and regulations on foreign labour of the country in which the services have to be rendered, 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 services are rendered, including work and residence permits, for the staff whose services the contractor and the contracting authority consider necessary, as well as residence permits for their families.

## **OBLIGATIONS OF THE CONTRACTOR**

### **ARTICLE 7. GENERAL OBLIGATIONS**

- 7.1. The contractor shall execute the contract with due care, efficiency and diligence in accordance with the best professional practice.
- 7.2. The contractor shall comply with any administrative orders given by the project manager. Where the contractor considers that the requirements of an administrative order go beyond the authority of the project manager or of the scope of the contract he shall give notice, with reasons, to the project manager. If the contractor fails to notify within the 30-day period after receipt thereof, he shall be barred from so doing. Execution of administrative order should not be suspended because of this notice.
- 7.3. 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.
- 7.4. The contractor shall respect and abide by all laws and regulations in force in the partner country and shall ensure that its staff, their dependents, 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 dependents of such laws and regulations.

Contractors must ensure that there is no detection of subcontractors, natural persons, including participants to workshops and/or trainings in the lists of EU restrictive measures.

- 7.5. 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.
- 7.6. Subject to Article 7.8, 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.
- 7.7. 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.

- 7.8. 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.
- 7.9. Any records shall be kept for a 7-year period after the final payment made under the contract as laid down in Article 24. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips or invoices for the remuneration paid to the experts and invoices or receipts for incidental expenditure. 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 34 and 36.

## **ARTICLE 8. CODE OF CONDUCT**

- 8.1. The contractor shall at all-time act impartially and as a faithful adviser in accordance with the code of conduct of its profession as well as with appropriate discretion. It shall refrain from making any public statements concerning the project or the services without the prior approval of the contracting authority. It shall not commit the contracting authority in any way whatsoever without its prior consent, and shall make this obligation clear to third parties.
- 8.2. Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other form of intimidation shall be prohibited. The contractor shall also provide to inform the contracting authority of any breach of ethical standards or code of conduct as set in the present Article. In case the contractor is aware of any violations of the abovementioned standards, he shall report it in writing within 30 days to the contracting authority.
- 8.3. The contractor and its staff shall respect human rights, applicable data protection rules and the environmental legislation applicable in the country where the services have to be rendered and internationally agreed core labour standards, e.g. 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.
- 8.4. The contractor or any of its subcontractors, agents or staff shall not abuse of its entrusted power for private gain. The contractor or any of its subcontractors, agents or staff 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, regulations and codes relating to anti-bribery and anti-corruption.
- 8.5. 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.

- 8.6. 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 contracting authority and the European Commission may carry out documentary or on-the-spot checks they deems necessary to find evidence in case of suspected unusual commercial expenses.
- 8.7. The respect of the code of conduct set out in the present article constitutes a contractual obligation.

Failure to comply with the code of conduct is always deemed to be a breach of the contract under Article 34 of the General Conditions. In addition, failure to comply with the provisions set out in the present Article can be qualified as grave professional misconduct that may lead to either suspension or termination of the contract, without prejudice to the application of administrative sanctions including exclusion from participation in future contract award procedures.

## **ARTICLE 9. CONFLICT OF INTEREST**

- 9.1. 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.
- 9.2. 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 obligations 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.
- 9.3. The contractor shall refrain from any contact which would compromise its independence or that of its staff.
- 9.4. The contractor shall limit its role in connection with the project to the provision of the services described in the contract.
- 9.5. The contractor and anyone working under its authority or control in the performance of the contract or on any other activity may be excluded from access to other EU budget/EDF funds available under the same project. However, if the contractor is able to prove that his involvement in previous stages of the project does not constitute unfair competition, he may participate, subject to the prior approval of the contracting authority.
- 9.6. Civil servants and other staff of the public administration of the country where the services have to be rendered, regardless of their administrative situation, shall not be recruited as experts unless the prior approval has been granted by the European Commission.

## **ARTICLE 10. ADMINISTRATIVE SANCTIONS**

- 10.1. 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 in line with the applicable Financial Regulation, upon the contractor who, in particular,
- a) is guilty of grave professional misconduct, has committed irregularities or has shown significant deficiencies in complying with the main obligations in the performance of the contract

or has been circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose. 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.

10.2. In the situations mentioned in Article 10.1, in addition or in alternative to the sanction of exclusion, the contractor may also be subject to financial penalties up to 10% of the total value of the contract.

10.3. 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.

10.4. The decision to impose administrative sanctions may be published on a dedicated internet-site, explicitly naming the contractor.

## **ARTICLE 11. SPECIFICATIONS AND DESIGNS**

11.1. The contractor shall prepare all specifications and designs using accepted and generally recognised systems acceptable to the contracting authority and taking into account the latest design criteria.

11.2. The contractor shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for the project are prepared on an impartial basis so as to promote competitive tendering.

## **ARTICLE 12. LIABILITIES**

12.1. Liability for damage to services

Without prejudice to Article 30 (financial guarantee) and Article 38 (force majeure), the contractor shall assume (i) full responsibility for maintaining the integrity of services and (ii) the risk of loss and damage, whatever their cause, until the completion of the implementation of the tasks and approval of reports and documents under Articles 26 and 27.

After the completion of the implementation of the tasks, the contractor shall be responsible for and shall indemnify the contracting authority for any damage caused to the services by the contractor, its staff, its subcontractors and any person for which the contractor is answerable, during any operation performed to complete any work left, as the case may be, pending or to comply with its obligations under Articles 26 and 27, particularly if the contract is performed in phases.

Compensation for damage to the services resulting from the contractor's liability in respect of the contracting authority is capped at 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.

The contractor shall remain responsible for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract, even after approval of the reports and documents, or by default for a period of 10 years.

12.2. 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 during the performance of the services, 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.

#### 12.3. Contractor's liability in respect of third parties

Without prejudice to Article 14.9, 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 the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

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.

#### 12.4. The contractor shall treat all claims in close consultation with the contracting authority

#### 12.5. Any settlement or agreement settling a claim requires the prior express written consent of the contracting authority and the contractor.

### **ARTICLE 13. MEDICAL, INSURANCE AND SECURITY ARRANGEMENTS**

#### 13.1. Medical arrangement

The contracting authority may condition the performance of the services to the production, by the contractor, of a recent medical certificate attesting that the contractor itself, its staff, its subcontractors and/or any person for which the contractor is answerable, are fit to implement the services required under this contract.

#### 13.2. Insurance – general issues

- a) 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.
- b) 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.

- c) Whenever possible, the contractor shall ensure that the subscribed insurance contracts contain a waiver of recourse in favour of the contracting authority, its agents and employees.
- d) The purchase of adequate insurances by the contractor shall in no case exempt it from its statutory and/or contractual liabilities.
- e) The contractor shall fully bear the consequences of a total or partial lack of coverage, and to the full discharge of the contracting authority.
- f) The contractor shall ensure that its staff, its subcontractors and any person for whom 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.
- g) 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 services are to be performed. It shall also ensure that all possible statutory obligations applying to the coverage are complied with.
- h) 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.
- i) In any event, the contractor shall take out the insurance referred to below.

#### 13.3. Insurance – Specific issues

- a) 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.
- b) The contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are covered by an insurance policy covering, in addition to the possible intervention of any statutory insurance:
  - i. all medical expenses, including hospital expenses;
  - ii. the full cost of repatriation in case of illness, accident, or in the event of death by disease or accident;
  - iii. accidental death or permanent disability resulting from bodily injury incurred in connection with the contract.

In the absence of adequate insurance, the contracting authority may bear such costs to the benefit of the contractor itself, its staff, its subcontractors and any person for which the contractor is answerable. This bearing of the costs by the contracting authority shall be subsidiary and may be claimed against the contractor, its subcontractors and any person who should have taken out this insurance, without prejudice to the compensation of the contracting authority's possibly resulting damage.

- c) The contractor shall take out insurance policies providing coverage of the contractor itself, its staff, its subcontractors and any person for which the contractor is answerable, in case of an accident at work or on the way to work. It shall ensure that its subcontractors do the same. It indemnifies the contracting authority against any claims that its employees or those of its subcontractors could have in this regard. For its permanent expatriate staff, where appropriate,

the contractor shall in addition comply with the laws and regulations applicable in the country of origin.

- d) The contractor shall also insure the personal effects of its employees, experts and their families located in the partner country against loss or damage.

#### 13.4. Security arrangements

The contractor shall put in place security measures for its employees, experts and their families located in the partner country commensurate with the physical danger (possibly) facing them.

The contractor shall also be responsible for monitoring the level of physical risk to which its employees, experts and their families located in the partner country are exposed and for keeping the contracting authority informed of the situation. If the contracting authority or the contractor becomes aware of an imminent threat to the life or health of any of its employees, experts or their families, the contractor must take immediate emergency action to remove the individuals concerned to safety. If the contractor takes such action, he must communicate this immediately to the project manager and this may lead to suspension of the contract in accordance with Article 35.

### **ARTICLE 14. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

14.1.A 'result' shall be any outcome of the implementation of the contract and provided as such by the contractor.

14.2. The ownership of all the results or rights thereon as listed in the tender specification and the tender attached to the contract, including copyright and other intellectual or industrial property rights, and all technological solutions and information embodied therein, obtained in performance of the contract, shall be irrevocably and fully vested to the contracting authority from the moment these results or rights are delivered to it and accepted by it. The contracting authority may use them as it sees fit and in particular may store, modify, translate, display, reproduce, publish or communicate by any medium, as well as, assign, transfer them as it sees fit.

14.3. For the avoidance of doubt and where applicable, any such vesting of rights is also deemed to constitute an effective transfer of the rights from the contractor to the contracting authority.

14.4. The above vesting of rights in the contracting authority under this contract covers all territories worldwide and is valid for the whole duration of intellectual or industrial property rights protection, unless stipulated otherwise by the contracting authority and the contractor.

14.5. The contractor shall ensure that delivered results are free of rights or claims from third parties including in relation to pre-existing rights, for any use envisaged by the contracting authority. If the contracting authority so requires, the contractor shall provide exhaustive proof of ownership or rights to use all necessary rights, as well as, of all relevant agreements of the creator(s).

14.6. All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, computations, databases format and data, software and any supporting records or materials acquired, compiled or prepared by the contractor in the performance of the contract, as well as, any outcome of the implementation of the contract, shall be the absolute property of the contracting authority unless otherwise specified. The contractor shall, upon completion of the contract, deliver all such documents and data to the contracting authority. The contractor must not retain copies of such documents and data and must not use them for purposes unrelated to the contract without the prior consent of the contracting authority.

14.7. The contractor shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained by the contractor in the course of the contract for purposes other than its performance, without the prior consent of the contracting authority.



- 14.8. By delivering the results, the contractor warrants that the above transfer of rights does not violate any law or infringe any rights of others and that it possesses the relevant rights or powers to execute the transfer. It also warrants that it has paid or has verified payment of all fees including fees to collecting societies, related to the final results.
- 14.9. 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 any alleged breach of any intellectual, industrial or other property right based on the contracting authority's use as specified in the contract of patents, licenses, drawings, designs, models, or brand or trade-marks, except where such infringement results from compliance with the design or specification provided by the contracting authority.

## **NATURE OF THE SERVICES**

### **ARTICLE 15. THE SCOPE OF THE SERVICES**

- 15.1. The scope of the services is specified in Annex II and Annex III.
- 15.2. Where the contract is for an advisory function for the benefit of the contracting authority and/or project manager in respect of all the technical aspects of the project, which may arise out of its implementation, the contractor shall not have decision-making responsibility.
- 15.3. Where the contract is for management of the implementation of the project, the contractor shall assume all the duties of management inherent in supervising the implementation of a project, subject to the project manager's authority.
- 15.4. If the contractor is required to prepare a tender dossier, the dossier shall contain all documents necessary for consulting suitable contractors, manufacturers and suppliers, and for preparing tender procedures with a view to carrying out the works or providing the supplies or services covered by an invitation to tender. The contracting authority shall provide the contractor with the information necessary for drawing up the administrative part of the tender dossier.

### **ARTICLE 16. STAFF**

- 16.1. For fee-based contracts, without prejudice to paragraph 4 of this Article, the contractor must inform the contracting authority of all staff which the contractor intends to use for the implementation of the tasks, other than the key experts whose CVs are included in Annex IV. Annex II and/or Annex III shall specify the minimum level of training, qualifications and experience of the staff and, where appropriate, the specialisation required. The contracting authority shall have the right to oppose the contractor's choice of staff.
- 16.2. All those working on the project with the approval of the contracting authority shall commence their duties on the date or within the period laid down in Annex II and/or Annex III, or, failing this, on the date or within the periods notified to the contractor by the contracting authority or the project manager.
- 16.3. Save as otherwise provided in the contract, those working on the contract shall reside close to their normal place of posting. Where part of the services is to be performed outside the partner country, the contractor shall keep the project manager informed of the names and qualifications of staff assigned to that part of the services.
- 16.4. The contractor shall:
- (a) forward to the project manager within 30 days of the signature of the contract by both parties, the timetable proposed for placement of the staff;
  - (b) inform the project manager of the date of arrival and departure of each member of staff;

- (c) submit to the project manager for its approval a timely request for the appointment of any non-key experts.

16.5. The contractor shall provide its staff with all financial and technical means needed to enable them to carry out their tasks described under this contract efficiently.

16.6. No recruitment of an expert by the contractor can create contractual relations between the expert and the contracting authority.

#### **ARTICLE 17. REPLACEMENT OF STAFF**

17.1. The contractor shall not make changes to the agreed staff without the prior approval of the contracting authority. The contractor must on its own initiative propose a replacement in the following cases:

- (a) In the event of death, in the event of illness or in the event of accident of an agreed staff;
- (b) If it becomes necessary to replace an agreed staff for any other reasons beyond the contractor's control (e.g. resignation, etc.).

17.2. In the course of performance, the contracting authority can order an agreed staff to be replaced. This shall be done on the basis of a written and justified request to which the contractor and the agreed staff have had the opportunity to provide observations.

17.3. Where an agreed staff must be replaced, the replacement must possess at least equivalent qualifications and experience, and the remuneration to be paid to the replacement cannot exceed that received by the agreed staff who has been replaced. Where the contractor is unable to provide a replacement with equivalent qualifications and/or experience, the contracting authority may either decide to terminate the contract, if the proper performance of it is jeopardised, or, if it considers that this is not the case, accept the replacement, provided that the fees of the latter are renegotiated to reflect the appropriate remuneration level.

17.4. Additional costs incurred by the replacement of an agreed staff are the responsibility of the contractor. The contracting authority makes no payment for the period when the agreed staff to be replaced is absent. The replacement of any agreed staff, whose name is listed in Annex IV of the contract, must be proposed by the contractor within 15 calendar days from the first day of the agreed staff's absence. If after this period the contractor fails to propose a replacement in accordance with Article 17.3 above, the contracting authority may apply liquidated damages up to 10% of the remaining fees of that expert to be replaced. The contracting authority must approve or reject the proposed replacement within 30 days.

17.5. The partner country may be notified of the identity of the agreed staff proposed to be added or replaced in the contract to obtain its approval. The partner country must not withhold its approval unless it submits duly substantiated and justified objections to the proposed experts in writing to the contracting authority within 15 days of the date of the request for approval.

#### **ARTICLE 18. TRAINEES**

18.1. If required in the terms of reference, the contractor shall provide training for the period of implementation of the tasks for trainees assigned to it by the contracting authority under the terms of the contract.

18.2. Instruction by the contractor of such trainees shall not confer on them the status of employees of the contractor. However, they must comply with the contractor's instructions, and with the provisions of article 8, as if they were employees of the contractor. The contractor may on reasoned request in writing obtain the replacement of any trainee whose work or conduct is unsatisfactory.

- 18.3. Unless otherwise provided in the contract, allowance for trainees covering notably travel, accommodation and all other expenses incurred by the trainees shall be borne by the contracting authority.
- 18.4. The contractor shall report at quarterly intervals to the contracting authority on the training assignment. Immediately prior to the end of the period of implementation of the tasks, the contractor shall draw up a report on the result of the training and an assessment of the qualifications obtained by the trainees with a view to their future employment. The form of such reports and the procedure for presenting them shall be as laid down in the terms of reference.

## **PERFORMANCE OF THE CONTRACT**

### **ARTICLE 19. IMPLEMENTATION OF THE TASKS AND DELAYS**

- 19.1. The special conditions fix the date on which implementation of the tasks is to commence.
- 19.2. The period of implementation of tasks shall commence on the date fixed in accordance with Article 19.1 and shall be as laid down in the special conditions, without prejudice to extensions of the period which may be granted.
- 19.3. If the contractor fails to 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 which shall elapse between the end of the period of implementation of the tasks specified in the contract and the actual date of completion of these tasks.
- 19.4. The daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of implementation of the tasks, up to a maximum of 15% of the total value of the contract.
- 19.5. If the contracting authority has become entitled to claim 15% of the contract value, it may, after giving notice to the contractor:
- (a) terminate the contract, and;
  - (b) enter into a contract with a third party to complete the services, at the contractor's cost.

### **ARTICLE 20. AMENDMENT TO THE CONTRACT**

- 20.1. Any amendment to the contract affecting its object or scope, such as amendment to the total contract amount, replacement of an agreed staff the curriculum vitae of which is part of the contract and change of the period of implementation shall be formalised by means of an addendum. Both parties may request an addendum for amendment to the contract according to the following principles:
- (a) An addendum for amendment may be requested only during the period of execution of the contract;
  - (b) Any request for an addendum shall be submitted in writing to the other party at least thirty days before the date on which the intended addendum is required to enter into force. In case of special circumstances duly substantiated by the contractor, the contracting authority may accept a different notice period.

The requested party shall notify the requesting party of its decision concerning the request within 30 days from its receipt. There is no automatic amendment without written confirmation by the requested party.

20.2. Additionally, the project manager has the power to issue administrative orders requesting an amendment to the contract not affecting its object or scope, including on request of the contractor, according to the following principles:

- a) The requested contract amendment may take the form of additions, omissions, substitutions, changes in quality, quantity, specified sequence, method or timetable of implementation of the services;
- b) Prior to the issuance of any administrative order, the project manager shall notify the contractor of the nature and the form of the proposed amendment.

The contractor shall then, without delay, submit to the project manager a written proposal containing:

- (i) all measures required to comply with the requested amendment,
- (ii) an updated timetable for implementation of the tasks, and,
- (iii) if necessary, a proposed financial adjustment to the contract, using the contractual fee rates when the tasks are similar. When the tasks are not similar, the contractual fee rates shall be applied when reasonable.

Following receipt of the contractor's proposal, the project manager shall decide as soon as possible whether or not the amendment shall be carried out.

If the project manager decides that the amendment shall be carried out, 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 proposal or as modified by the project manager in agreement with the contractor.

- c) On receipt of the administrative order, the contractor shall carry out the amendments detailed in that administrative order as if such amendments were stated in the contract.
- d) For fee-based contracts, administrative orders that have an impact on the contractual budget are limited to transfers within the fees, or transfers from the fees to the incidental expenditures, within the limits of Article 20.3.
- e) For global price contracts, administrative orders cannot have an impact on the contractual budget.

20.3. No amendment either by means of addendum or through administrative order shall lead to decreasing the amount within the contractual budget allocated to expenditure verification, or change the award conditions prevailing at the time the contract was awarded.

20.4. Any amendment carried out by the contractor without an administrative order or without an addendum to the contract is not allowed and made at the contractor's own financial risk.

20.5. 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.

20.6. The contractor shall notify the contracting authority of any change of address and bank account using the form in Annex VI to notify any change in its bank account. The contracting authority shall have the right to oppose the contractor's change of bank account. The contractor shall notify the contracting authority of any change of auditor, which the contracting authority needs to approve.

## **ARTICLE 21. WORKING HOURS**

21.1. The days and hours of work of the contractor or the contractor's staff shall respect the laws, regulations and customs of the country where the services have to be rendered and the requirements of the services.

## **ARTICLE 22. LEAVE ENTITLEMENT**

- 22.1. For fee-based contracts, the annual leave to be taken during the period of implementation of the tasks shall be at a time approved by the project manager.
- 22.2. For fee-based contracts, the fee rates are deemed to take into account the annual leave of up to 2 months for the contractor's staff during the period of implementation of the tasks. Consequently, days taken as annual leave shall not be considered to be working days.
- 22.3. The contractor shall only be paid for the days actually worked. Any cost related to sick or casual leave shall be covered by the contractor. The contractor shall inform the project manager of any impact of such leave on the period of implementation of the tasks.

## **ARTICLE 23. INFORMATION**

- 23.1. The contractor shall provide any information relating to the services and the project to the project manager, the European Commission, the European Court of Auditors or any person authorised by the contracting authority.
- 23.2. The contractor shall allow the project manager or any person authorised by the contracting authority or the contracting authority itself to inspect or audit the records and accounts relating to the services and to make copies thereof both during and after provision of the services.

## **ARTICLE 24. RECORDS**

- 24.1. The contractor shall keep full accurate and systematic records and accounts in respect of the services in such form and detail as is sufficient to establish accurately that the number of working days and the actual incidental expenditure identified in the contractor's invoice(s) have been duly incurred for the performance of the services.
- 24.2. For fee-based contracts, timesheets recording the days or hours worked by the contractor's staff shall be maintained by the contractor. The timesheets filled in by the experts shall be confirmed on a monthly basis by the contractor and shall be approved by the project manager or any person authorised by the contracting authority or the contracting authority itself. The amounts invoiced by the contractor must correspond to these timesheets. Time spent travelling exclusively and necessarily for the purpose of the implementation of the contract, by the most direct route, may be included in the numbers of days or hours, as appropriate, recorded in these timesheets. Travel undertaken by the expert for mobilisation and demobilisation as well as for leave purposes shall not be considered as working days. A minimum of 7 hours worked are deemed to be equivalent to one day worked. For all experts, their time input shall be rounded to the nearest whole number of days worked for the purposes of invoicing.
- 24.3. Any records must be kept for a seven year period after the final payment made under the contract. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips for the remuneration paid to the experts and invoices or receipts for incidental expenditure. 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 34 and 36.

## **ARTICLE 25. VERIFICATIONS, CHECKS AND AUDITS BY EUROPEAN UNION BODIES**

- 25.1. 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, European Union 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 contract. 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 contract. 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 seven years after the final payment.

25.2. 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.

25.3. 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 shall be easily accessible and filed so as to facilitate their examination. The contractor shall inform the contracting authority of their precise location.

25.4. 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 shall 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.

25.5. Failure to comply with the obligations set forth in Article 25.1 to 25.4 constitutes a case of serious breach of contract.

## **ARTICLE 26. INTERIM AND FINAL REPORTS**

26.1. Unless otherwise provided in the terms of reference, the contractor shall draw up interim reports and a final report during the period of implementation of the tasks. These reports shall consist of a narrative section and a financial section. The format of such reports is as notified to the contractor by the project manager during the period of implementation of the tasks.

26.2. All invoices must be accompanied by an interim or final report. All invoices for fee-based contracts must also be accompanied by an up to date financial report and an invoice for the actual costs of the expenditure verification. The structure of the interim or final financial report shall be the same as that of the contractually approved budget (Annex V). This financial report shall indicate, at a minimum, the expenditure of the reporting period, the cumulative expenditure and the balance available.

26.3. Immediately prior to the end of the period of implementation of the tasks, the contractor shall draw up a final progress report together which must include, if appropriate, a critical study of any major problems which may have arisen during the performance of the contract.

26.4. This final progress report shall be forwarded to the project manager not later than 60 days after the end of the period of implementation of the tasks. Such report shall not bind the contracting authority.

26.5. Where the contract is performed in phases, the implementation of each phase shall give rise to the preparation of a final progress report by the contractor.

26.6. Interim and final progress reports are covered by the provisions of Article 14.

## **ARTICLE 27. APPROVAL OF REPORTS AND DOCUMENTS**

- 27.1. The approval by the contracting authority of reports and documents drawn up and forwarded by the contractor shall certify that they comply with the terms of the contract.
- 27.2. Where a report or document is approved by the contracting authority subject to amendments to be made by the contractor, the contracting authority shall prescribe a period for making the amendments requested.
- 27.3. Where the final progress report is not approved, the dispute settlement procedure is automatically invoked.
- 27.4. Where the contract is performed in phases, the implementation of each phase shall be subject to the approval, by the contracting authority, of the preceding phase except where the phases are carried out concurrently.
- 27.5. The contracting authority's time limit for accepting reports or documents shall be considered included in the time limit for payments indicated in Article 29, unless otherwise specified in the special conditions.

## **PAYMENTS & DEBT RECOVERY**

### **ARTICLE 28. EXPENDITURE VERIFICATION**

- 28.1. No expenditure verification report is required for global price contracts.
- 28.2. Before payments are made for fee-based contracts, an external auditor must examine and verify the invoices and the financial reports sent by the contractor to the contracting authority. The auditor shall meet the requirements set out in the terms of reference for expenditure verification and shall be approved by the contracting authority.
- 28.3. The auditor must satisfy itself that relevant, reliable and sufficient evidence exists that:
- (a) the experts employed by the contractor for the contract have been working as evidenced on the contract (as corroborated by independent, third-party evidence, where available) for the number of days claimed in the contractor's invoices and in the financial reporting spreadsheet submitted with the interim progress reports; and
  - (b) the amounts claimed as incidental expenditure have actually and necessarily been incurred by the contractor in accordance with the requirements of the terms of reference of the contract.
- On the basis of its verification, the auditor submits to the contractor an expenditure verification report in accordance with the model in Annex VII.
- 28.4. The contractor grants the auditor all access rights mentioned in Article 25.
- 28.5. The contracting authority reserves the right to require that the auditor be replaced if considerations, which were unknown when the contract was signed, cast doubt on the auditor's independence or professional standards.

### **ARTICLE 29. PAYMENT AND INTEREST ON LATE PAYMENT**

- 29.1. Payments will be made in accordance with one of the options below, as identified in the special conditions.

#### Option 1: Fee-based contract:

The contracting authority will make payments to the contractor in the following manner:

1. A first payment of pre-financing, if requested by the contractor, of an amount up to maximum 20% of the maximum contract value stated in point 2 of the contract, within 30 days of receipt by the contracting authority of an invoice, of the contract

signed by both parties, and of a financial guarantee if requested, as defined in Article 30.

2. Six-monthly further interim payments, as indicated in the special conditions, within 60 days of the contracting authority receiving an invoice accompanied by an interim progress report and an expenditure verification report, subject to approval of those reports in accordance with Article 27. Such interim payments shall be of an amount equivalent to the costs incurred on the basis of the expenditure verification reports. When 80 % of the maximum contract value stated in point 2 of the contract has been paid (pre-financing and interim payments) the amounts due to the contractor shall be deducted from the pre-financing payment until it is completely reimbursed before any additional payment is made.
3. The invoices must be paid such that the sum of payments does not exceed 90% of the maximum contract value stated in point 2 of the contract; the 10% being the minimum final payment.
4. The balance of the final value of the contract after verification, subject to the maximum contract value stated in point 2 of the contract, after deduction of the amounts already paid, within 90 days of the contracting authority receiving a final invoice accompanied by the final progress report and a final expenditure verification report, subject to approval of those reports in accordance with Article 27.

Option 2: Global price contract:

If the contract is not divided between different outputs that the contracting authority can approve independently, or has a duration of less than two years, the contracting authority will make payments to the contractor in the following manner:

1. a pre-financing payment if requested by the contractor, of an amount up to 40% of the contract value stated in point 2 of the contract within 30 days of receipt by the contracting authority of an invoice, of the contract signed by both parties, and of a financial guarantee if requested, as defined in Article 30;
2. the balance of the contract value stated in point 2 of the contract within 90 days of the contracting authority receiving a final invoice accompanied by the final progress report, subject to approval of that report in accordance with Article 27.

If the contract has a duration of at least two years and if the budget is divided between different outputs that the contracting authority can approve independently, the contracting authority will make payments to the contractor in the following manner:

1. a pre-financing payment if requested by the contractor, of an amount up to 40% of the contract value stated in point 2 of the contract within 30 days of receipt by the contracting authority of an invoice, of the contract signed by both parties, and of a financial guarantee if requested, as defined in Article 30;
2. one interim payment at the end of each 12 months of implementation of the contract, of an amount corresponding to the outputs delivered, within 60 days of the contracting authority receiving an invoice accompanied by an interim progress report, subject to approval of this report in accordance with Article 27;
3. The invoices must be paid such that the sum of payments does not exceed 90% of the maximum contract value stated in point 2 of the contract; the 10% being the minimum final payment.
4. the balance of the contract value stated in point 2 of the contract within 90 days of the contracting authority receiving a final invoice accompanied by the final progress report, subject to approval of that report in accordance with Article 27.

29.2. The date of payment shall be the date on which the paying account is debited. The invoice shall not be admissible if one or more essential requirements are not met. Without



prejudice to Article 36.2, the contracting authority may halt the countdown towards this deadline for any part of the invoiced amount disputed by the project manager by notifying the contractor that part of the invoice is inadmissible, either because the amount in question is not due or because the relevant report cannot be approved and the contracting authority thinks it necessary to conduct further checks. In such cases, the contracting authority shall not unreasonably withhold any undisputed part of the invoiced amount but may request clarification, alteration or additional information, which shall be produced within 30 days of the request. The countdown towards the deadline shall resume on the date on which a correctly formulated invoice is received by the contracting authority. If part of the invoice is disputed, the undisputed amount of the invoice shall not be withheld and must be paid according to the payment schedule set in Article 29.1.

29.3. Once the deadline referred to above has expired, the contractor - unless it is a government department or public body in an EU Member State - shall, within two months of receiving late payment, receive default interest:

- 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,
- 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,

on the first day of the month in which the time-limit expired, plus eight percentage points. The interest be payable for the time elapses between the expiry of the payment deadline (exclusive) and the date on which the contracting authority's account is debited (inclusive).

By way of exception, 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.

29.4. Payments due by the contracting authority shall be made into the bank account mentioned on the financial identification form completed by the contractor. A new financial identification form must be used to report any change of bank account and must be attached to the invoice.

29.5. Payments shall be made in euro or in the national currency as specified in the special conditions. The special conditions shall lay down the administrative or technical conditions governing payments of pre-financing, interim and/or final payments made in accordance with the general conditions. Where payment is in Euro, for the purposes of the provision for incidental expenditure, actual expenditure shall be converted into Euro at the rate published on the Infor-Euro on the first working day of the month in which the invoice is dated. Where payment is in the national currency, it shall be converted into the national currency at the rate published on the Infor-Euro on the first working day of the month in which the payment is made.

29.6. For fee-based contracts, invoices shall be accompanied by copies of, or extracts from, the corresponding approved timesheets referred to in Article 24.2 to verify the amount invoiced for the time input of the experts. A minimum of 7 hours worked are deemed to be equivalent to one day worked. For all experts, their time input must be rounded to the nearest whole number of days worked for the purposes of invoicing.

29.7. Payment of the final balance shall be subject to performance by the contractor of all its obligations relating to the implementation of all phases or parts of the services and to the approval by the contracting authority of the final phase or part of the services. Final payment shall be made only after the final progress report and a final statement, identified as such, shall have been submitted by the contractor and approved as satisfactory by the contracting authority.

- 29.8. The payment obligations of the European Commission under the 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.
- 29.9. 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. A payment may be suspended for the duration of an audit or an OLAF investigation.
- 29.10. Where the award procedure or the performance of the contract proves to have been subject to breach of obligations, 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 35.2 and terminate the contract as provided for in Article 36, suspend payments and/or recover amounts already paid, in proportion to the seriousness of the breach of obligations, irregularities or fraud. In addition to measures referred above, the contracting authority may reduce the contract value in proportion to the seriousness of the irregularities, fraud or of the breach of obligations, including where the activities concerned were not implemented or were implemented poorly, partially or late.
- 29.11. 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.

#### **ARTICLE 30. FINANCIAL GUARANTEE**

- 30.1. Unless otherwise provided for in the special conditions, the contractor shall provide a financial guarantee for the full amount of the pre-financing payment. The financial guarantee shall be in the format provided for in the contract and may be provided in the form of a bank guarantee, 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 financial 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. This financial guarantee shall remain valid until it is released by the contracting authority in accordance with Article 30.5 or Article 30.6, as appropriate. Where the contractor is a public body the obligation for a financial guarantee may be waived depending on a risk assessment made.
- 30.2. The financial guarantee shall be provided on the letterhead of the financial institution using the template provided in Annex VI.
- 30.3. During the execution of the contract, if the natural or legal person providing the guarantee (i) is not able or willing to abide by its commitments, (ii) is not authorised to issue guarantees to contracting authorities, or (iii) appears not to be financially reliable, or the financial guarantee ceases to be valid, and the contractor fails to replace it, either a deduction equal to the amount of the pre-financing may be made by the contracting authority from future payments due to the contractor under the contract, or 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.
- 30.4. If the contract is terminated for any reason whatsoever, the financial guarantee may be invoked forthwith in order to repay any balance still owed to the contracting authority by the contractor, and the guarantor shall not delay payment or raise objection for any reason whatsoever.
- 30.5. For fee-based contracts, the financial guarantee shall be released when the pre-financing is reimbursed in accordance with Article 29.1.
- 30.6. For global price contracts, (i) if the contract is not divided between different outputs that the contracting authority can approve independently, or has a duration of less than two years,

the financial guarantee shall remain in force until the final payment has been made, and (ii) if the contract has a duration of at least two years and if the budget is divided between different outputs that the contracting authority can approve independently, the financial guarantee shall be released when the pre-financing is reimbursed in accordance with Article 29.1.

#### **ARTICLE 31. RECOVERY OF DEBTS FROM THE CONTRACTOR**

31.1. 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.

31.2. 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 an EU Member State) increase the amounts due by adding interest:

- (a) 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,
- (b) 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 the payment is actually made. Any partial payments shall first cover the interest thus established.

31.3. 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 party's right to agree on payment in installments.

31.4. Bank charges arising from the repayment of amounts due to the contracting authority shall be borne entirely by the contractor.

31.5. Without prejudice to the prerogative of the contracting authority, if necessary, the European Union may as a donor proceed itself to the recovery by any means.

#### **ARTICLE 32. REVISION OF PRICES**

32.1. The contract shall be at fixed prices, which shall not be revised.

#### **ARTICLE 33. PAYMENT TO THIRD PARTIES**

33.1. Orders for payments to third parties may be carried out only after an assignment made in accordance with Article 3. The assignment shall be notified to the contracting authority.

33.2. Notification of beneficiaries of the assignment shall be the sole responsibility of the contractor.

33.3. In the event of a legally binding attachment of the property of the contractor affecting payments due to it under the contract and without prejudice to the time limit laid down in Article 29, the contracting authority shall have 30 days, starting from the day when it receives notification of the definitive lifting of the obstacle to payment, to resume payments to the contractor.

### **BREACH OF CONTRACT, SUSPENSION AND TERMINATION**

#### **ARTICLE 34. BREACH OF CONTRACT**

34.1. Either party commits a breach of contract where it fails to perform its obligations in accordance with the provisions of the contract.

34.2. 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.

34.3. Damages may be either:

- a) general damages; or
- b) liquidated damages.

34.4. 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 34.2, 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.

34.5. 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.

34.6. 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 35. SUSPENSION OF THE CONTRACT**

35.1. 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.

35.2. Suspension of the contract in the event of presumed breach of obligations or irregularities or fraud: The contract may be suspended in order to verify whether presumed breach of obligations 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.

35.3. During the period of suspension, the contractor shall take such protective measures as may be necessary.

35.4. Additional expenses incurred in connection with such protective measures may be added to the 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) the presumed breach of obligations or irregularities or fraud mentioned in article 35.2 are confirmed and attributable to the contractor.

35.5. The contractor shall only be entitled to such additions to the contract price if it notifies the project manager, within 30 days after receipt of the order to suspend execution of the contract, of its intention to claim them.

35.6. The contracting authority, after consulting the contractor, shall determine such additions to the 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.

35.7. 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 90 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.

#### **ARTICLE 36. TERMINATION BY THE CONTRACTING AUTHORITY**

36.1. The contracting authority may, at any time and with immediate effect, subject to Article 36.8, 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 days' 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 performance of the services;
- (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 any national law or regulations relevant to that contractor;
- (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 or has committed an irregularity proven by any means which the contracting authority can justify, within the meaning of Article 10.1(a) (b);
- (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, circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose.
- (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 breach of obligations, 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 breach of obligations, 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 8 and Article 9;
- (o) the contractor is unable to provide a suitable replacement to an expert, the absence of which affects the proper performance of the contract.

- (p) the contractor is in breach of the data protection obligations resulting from Article 42 of these general conditions.

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), (n) and (p) 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, complete the services itself, or 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 services 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 services and all sums due to the contractor as at the date of termination.

36.6. The contracting authority shall not be obliged to make any further payments to the contractor until the services are completed. After the services are completed, the contracting authority shall recover from the contractor the extra costs, if any, of completing the services, or shall pay any balance still due to the contractor.

36.7. 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 services which have not been satisfactorily completed unless otherwise provided for in the special conditions.

36.8. 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.

36.9. 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, after giving 14 days' notice to the contracting authority, terminate the contract if the contracting authority:

- a) fails for more than 120 days to pay the contractor the amounts due after the expiry of the time limit stated in Article 29; or
- b) consistently fails to meet its obligations after repeated reminders; or
- c) suspends the progress of the services or any part thereof for more than 90 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. Such additional payment must not be such that the total payments exceed the amount specified in Article 2 of the contract.

## **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 arise 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 the contract.
- 38.3. Notwithstanding the provisions of Article 19 and Article 36, the contractor shall not be liable for liquidated damages or termination for breach or 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 Article 29 and Article 37, for payment of interest on delayed payments, for non-performance or for termination by the contractor for breach or 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 such alternative means unless directed so to do by the project manager.
- 38.5. For a fee-based contract, 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 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. If 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 its 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 implement 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 a proposal

39.4. Such persons shall be jointly and severally liable for the proper implementation 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 applicable European Union law complemented where necessary by the law of Belgium.

## **DATA PROTECTION**

### **ARTICLE 42. DATA PROTECTION**

42.1. Processing of personal data by the contracting authority

Any personal data included in or relating to the contract, including its implementation, shall be processed in accordance with Regulation (EU) 2018/1725. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the contract by the data controller.



The contractor or any other person whose personal data is processed by the data controller in relation to this contract has specific rights as a data subject under Chapter III (Articles 14-25) of Regulation (EU) 2018/1725, in particular the right to access, rectify or erase their personal data and the right to restrict the processing of their personal data or, where applicable, the right to object to processing or the right to data portability.

Should the contractor or any other person whose personal data is processed in relation to this contract have any queries concerning the processing of its personal data, it shall address itself to the data controller. They may also address themselves to the Data Protection Officer of the data controller. They have the right to lodge a complaint at any time to the European Data Protection Supervisor.

Details concerning the processing of personal data are available in the data protection notice referred to in the special conditions.

#### 42.2. Processing of personal data by the contractor

The processing of personal data by the contractor shall meet the requirements of the general conditions and be processed solely for the purposes set out by the controller.

The contractor shall assist the controller for the fulfilment of the controller's obligation to respond to requests for exercising rights of person whose personal data is processed in relation to this contract as laid down in Chapter III (Articles 14-25) of Regulation (EU) 2018/1725. The contractor shall inform without delay the controller about such requests.

The contractor may act only on documented written instructions and under the supervision of the controller, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subject may exercise its rights.

The contractor shall grant personnel access to the data to the extent strictly necessary for the implementation, management and monitoring of the contract. The contractor must ensure that personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality in accordance with the provisions of Article 7.6 of these general conditions.

The contractor shall adopt appropriate technical and organisational security measures, giving due regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing, in order to ensure, in particular, as appropriate:

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- (e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

The contractor shall notify relevant personal data breaches to the controller without undue delay and at the latest within 48 hours after the contractor becomes aware of the breach. In such cases, the contractor shall provide the controller with at least the following information:

- (a) nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- (b) likely consequences of the breach;

- (c) measures taken or proposed to be taken to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.

The contractor shall immediately inform the data controller if, in its opinion, an instruction infringes Regulation (EU) 2018/1725, Regulation (EU) 2016/679, or other Union or Member State or third country applicable data protection provisions as referred to in the tender specifications.

The contractor shall assist the controller for the fulfilment of its obligations pursuant to Article 33 to 41 under Regulation (EU) 2018/1725 to:

- (a) ensure compliance with its data protection obligations regarding the security of the processing, and the confidentiality of electronic communications and directories of users;
- (b) notify a personal data breach to the European Data Protection Supervisor;
- (c) communicate a personal data breach without undue delay to the data subject, where applicable;
- (d) carry out data protection impact assessments and prior consultations as necessary.

The contractor shall maintain a record of all data processing operations carried on behalf of the controller, transfers of personal data, security breaches, responses to requests for exercising rights of people whose personal data is processed and requests for access to personal data by third parties.

The contracting authority is subject to Protocol 7 of the Treaty on the Functioning of the European Union on the privileges and immunities of the European Union, particularly as regards the inviolability of archives (including the physical location of data and services) and data security, which includes personal data held on behalf of the contracting authority in the premises of the contractor or subcontractor.

The contractor shall notify the contracting authority without delay of any legally binding request for disclosure of the personal data processed on behalf of the contracting authority made by any national public authority, including an authority from a third country. The contractor may not give such access without the prior written authorisation of the contracting authority.

The duration of processing of personal data by the contractor will not exceed the period referred to in Article 7.9 of these general conditions. Upon expiry of this period, the contractor shall, at the choice of the controller, return, without any undue delay in a commonly agreed format, all personal data processed on behalf of the controller and the copies thereof or shall effectively delete all personal data unless Union or national law requires a longer storage of personal data.

For the purpose of Article 4 of these general conditions, if part or all of the processing of personal data is subcontracted to a third party, the contractor shall pass on the obligations referred to in the present article in writing to those parties, including subcontractors. At the request of the contracting authority, the contractor shall provide a document providing evidence of this commitment.

\* \* \*

## ANNEX II: TERMS OF REFERENCE

- 1. BACKGROUND INFORMATION .....**
  - 1.1. Partner country.....
  - 1.2. Contracting Authority.....
  - 1.3. Country background .....
  - 1.4. Current situation in the sector.....
  - 1.5. Related programmes and other donor activities .....
- 2. OBJECTIVE, PURPOSE & EXPECTED RESULTS .....**
  - 2.1. Overall objective.....
  - 2.2. Purpose .....
  - 2.3. Results to be achieved by the Contractor .....
- 3. ASSUMPTIONS & RISKS.....**
  - 3.1. Assumptions underlying the project.....
  - 3.2. Risks .....
- 4. SCOPE OF THE WORK.....**
  - 4.1. General.....
  - 4.2. Specific work .....
  - 4.3. Project management.....
- 5. LOGISTICS AND TIMING.....**
  - 5.1. Location .....
  - 5.2. Start date & Period of implementation of tasks.....
- 6. REQUIREMENTS .....**
  - 6.1. Staff.....
  - 6.2. Office accommodation.....
  - 6.3. Facilities to be provided by the Contractor.....
  - 6.4. Equipment.....
- 7. REPORTS .....**
  - 7.1. Reporting requirements .....
  - 7.2. Submission and approval of reports .....
- 8. MONITORING AND EVALUATION.....**
  - 8.1. Definition of indicators.....
  - 8.2. Special requirements.....



## 1. BACKGROUND INFORMATION

### 1.1. Partner country

Myanmar and Vietnam

### 1.2. Contracting authority

AICS Yangon – Italian Agency for Development Cooperation, Yangon Office

### 1.3. Country background

Myanmar is a country whose democratic transition after 50 years of military regime (the military junta has ruled the country between 1962 and 2011), has been recently interrupted by the takeover of the military forces the 1st of February 2021. The long history of military regime have caused the country's isolation worsened by the international sanctions and poor economic development. The country is ethnically mixed, with about 100 different languages spoken by 135 officially recognized ethnic groups. The major ethnic group is represented by the Bamar (from which the name Burma) which represents about 68% of the population.

Vietnam is the country with the best economic and social index among the South-East Asian countries. Starting from 1986 the country has begun a period of reforms that allowed to rise the number of people above the poverty threshold by 40 million in 20 years, reaching the level of an average middle-low income Country. Over the past few years, the country has experienced an outstanding economic growth, despite the global economic crisis.

The Yangon Office of the Italian Agency for Development Cooperation (AICS) was established on January 1st, 2016 based on the Italian law 125/2014. The AICS Yangon office replaced the former Local Technical Unit, which started its operation in 2013 along with the beginning of the democratization process in Myanmar and the transition from the military regime to a civil government.

AICS has granted its presence in Vietnam since 1990 when the first Financial Technical Cooperation Agreement between Italy and Vietnam was signed. In 1998 the Italian Development Cooperation office was opened in Hanoi. Starting from 2007 the Office is also responsible for cooperation activities in Cambodia and Laos. Starting from November 1st, 2020 AICS Yangon took over activities carried out by the former AICS Hanoi Office.

With Decree 114/2021 the Joint Committee has ordered the closure of the AICS Yangon Office and the re-opening of AICS Hanoi Office, to be finalized by the I semester 2022.

### 1.4. Current situation in the sector

In 2019 AICS introduced a new accounting software, named SIGOV, inspired to the private sector double-entry accounting method.



With message n. 14448 of November 8<sup>th</sup>, 2019 and followings AICS requested the Country Offices to select a “*professionista ragioniere/dottore commercialista*” (as per Italian law) able to do, on behalf of them, accounting registration in SIGOV of all administrative facts, adjusting entries, control of accounting records findings referred to the accounting year of 2019. With further communications AICS HQ Administrative Office (*Ufficio X*) kept suggesting AICS Country Offices to hire external consultants/service provider in order to outsource the SIGOV accounting registration also for the fiscal year 2020 and following.

Therefore, AICS Yangon Head of Office, with Decree n. (Int.)0036631.22-12-2021 (*Determina a contrarre*) foresaw the need of acquiring, from an external service provider qualified as “*professionista ragioniere/dottore commercialista*” (as per Italian law), the service of 1) accounting registration in SIGOV of all the administrative facts, adjusting entries, control of accounting records finding which shall be referred to AICS Yangon (Yangon and Hanoi Offices) accounting period of the I semester 2022 and 2) AICS Yangon (Yangon and Hanoi Offices) on-the-job staff training and supervision on SIGOV software management.

## 2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

### 2.1. Overall objective

The overall objective of the project of which this contract will be a part is as follows:

Overall Objective: To support the socio-economic development of the countries under the responsibility of AICS Yangon and strengthening the peace process and social inclusion, through an efficient, effective and transparent management of development cooperation initiatives financed by the Italian Government.

AID 11758 “Cluster fund for Technical Assistance - MYANMAR”

AID 11121: “Coordination and Projects Implementation Fund - VIETNAM”

### 2.2. Purpose

The purpose of this contract is as follows:

- Enable AICS Yangon to perform correctly the registration on SIGOV of the accounting period of the first I semester 2022 administrative facts referred to projects and office activities under AICS Yangon responsibility (Yangon and Hanoi Offices), as per applicable laws and regulations, in order to assure the efficient, effective and transparent management of development cooperation initiatives financed by the Italian Government.
- Enable AICS Yangon administrative staff to better manage SIGOV software.



- Enable AICS Yangon and Hanoi staff to timely register the administrative facts related to the payments to be done from the Italian bank account “Intesa San Paolo”, by giving proper support on the registration procedure

### **2.3. Results to be achieved by the contractor**

- The I semester 2022 administrative facts referred to projects and office activities under AICS Yangon responsibility (Yangon and Hanoi Offices), are timely, correctly and duly registered in SIGOV as per applicable laws and regulations, in order to assure the efficient, effective and transparent management of development cooperation initiatives financed by the Italian Government.
- AICS Yangon administrative staff is well-trained on SIGOV software management and have a good command of it.
- The registration of the administrative facts related to the payments to be done from the Italian bank account “Intesa San Paolo” are timely registered, with specific support activities to AICS Yangon and Hanoi staff

## **3. ASSUMPTIONS & RISKS**

### **3.1. Assumptions underlying the project**

- The Italian Agency for Development Cooperation – Yangon Office is a State-Owned Agency set up under the Italian Law n.125 of 2014 and operating under the political control of the Italian Ministry of Foreign Affairs and International Cooperation. It complies with applicable rules and regulations, as per the applicable Italian, Myanmar and Vietnam Law.
- AICS Yangon project and office activities (Yangon and Hanoi Offices) are performed mainly in Myanmar and Vietnam.
- AICS Yangon administrative facts, referring to functioning costs and Initiatives, are registered on internal petty cash book (Primanota) by AICS Yangon staff (Yangon and Hanoi Offices) on daily basis. Such files are reconciliated with bank statements on monthly basis. Those files can be shared with the service provider on monthly basis.
- According to data registered in the above-mentioned Prima Nota, supporting documents are uploaded in Enea Box, a cloud managed by AICS Yangon administrative staff and AICS HQ. AICS Yangon, whether authorized from AICS HQ, could provide access to such platform to the service provider.



- AICS is subject, on quarterly basis, to auditing from *Revisori dei conti*. Therefore, AICS Country Offices, every three months, are requested to send to the HQ updated information and SIGOV records.
- AICS Yangon staff that will cooperate with the service provider and is involved in training activities is currently in Myanmar, Vietnam, Italy.
- At the end of the year AICS Yangon staff will send to the service provider information regarding adjusting entries, inventories, credits and debts, to be registered in SIGOV according to the instructions provided by AICS HQ.
- In case the reconciliation of the accounts of SIGOV is deemed impossible to be carried out, due to unforeseen reasons, the service provider shall send a reconciliation file on excel, according to the instructions provided by AICS HQ.
- AICS Yangon and Hanoi Office will timely inform the Service Provider about the registration to be done of the administrative facts related to the payments made from the Italian Bank Account “Intesa San Paolo”, sharing the relevant documents and coordinating the support activities to be carried out by the Service Provider

### **3.2. Risks**

- Escalation of the political crisis of Myanmar after the events of February 1st, 2021 and related security measures that shall be put in place.
- AICS Yangon administrative staff (Yangon mainly) shall face problems in accessing to server/ administrative documents due to the security measure in place.
- Internet connection in Myanmar, Vietnam and in Italy shall not working properly.
- AICS HQ shall set unexpected deadlines for performing SIGOV records or/and requests additional information regarding SIGOV records.
- AICS HQ, that have specific SIGOV authorization tasks, shall not timely perform its duties.

## **4. SCOPE OF THE WORK**

### **4.1. General**

#### **4.1.1. Description of the assignment**

The contractor shall timely, correctly and duly register on SIGOV all the accounting period of the I semester 2022 administrative facts referred to projects and office activities under AICS Yangon



responsibility (Yangon and Hanoi Offices), in order to assure the efficient, effective and transparent management of development cooperation initiatives financed by the Italian Government.

Furthermore, the contractor shall deliver qualified training on SIGOV software to AICS Yangon administrative staff on duty at Yangon and Hanoi Offices.

#### **4.1.2. Geographical area to be covered**

AICS Yangon Country Office and Hanoi Project Office.

The service shall be provided from Italy, using online platforms and software.

#### **4.1.3. Target groups**

AICS – Agenzia Italiana per la Cooperazione allo Sviluppo

AICS Yangon (Yangon and Hanoi Offices)

AICS Yangon administrative staff (Yangon and Hanoi Offices).

## **4.2. Specific work**

### **4.2.1 Service of accounting registration on SIGOV of AICS Yangon (Yangon and Hanoi Offices) accounting period of the I semester 2022 administrative facts.**

In the framework of the present contract, the Service provider shall perform the following services related AICS Yangon administrative facts record on SIGOV software, as per Italian applicable accounting laws and regulations:

- accounting registration of all the administrative facts which shall be referred to AICS Yangon (Yangon and Hanoi Offices) for the accounting period of the I semester 2022:
  - o Revenues/incomes and credits.
  - o Operating costs and multiannual expenditures for good and services purchasing; burden and debts, invoices and cash/bank flow.
  - o Personnel costs and related burdens, including payrolls and taxes/social security contributions.
  - o Credits collection and bank and cash debts.
  - o Inventories update (if requested by HQ)
  
- adjusting entries:
  - o Integration records.





- Adjusting records.
- Other records aimed at establishing the budget.
- control of accounting records finding.
  - Accounting reconciliation of bank and cash balances.
  - Control and evaluation of numerical consistency of credits and debts.
  - Control and evaluation of numerical consistency of immobilizations if required by AICS Rome HQ.
  - Control of accounting balances of positive and negative economic components.
- Support on the registration of the entries related to the administrative facts involving payments from the Italian bank account “Intesa San Paolo”
  - Support to the AICS Yangon and Hanoi staff on the registration of Italian staff payrolls, to be conducted monthly, usually between 20<sup>th</sup> and 30<sup>th</sup> day of the month
  - Support to the AICS Yangon and Hanoi staff on the registration of invoices or debts to be paid from Italian bank account “Intesa San Paolo”, to be conducted on a spot basis.

Deadlines and specific outputs identified:

- **30<sup>th</sup> April 2022:** SIGOV record of AICS Yangon (Yangon and Hanoi Offices) administrative facts of January-February-March 2022. Output: SIGOV *bilancio di verifica*.
- **31<sup>st</sup> July 2022:** SIGOV record of AICS Yangon (Yangon and Hanoi Offices) administrative facts of April-May-June 2022. Output: SIGOV *bilancio di verifica*.

The Contractor will work in coordination with AICS Yangon administrative staff, AICS Rome HQ and will directly contact the helpdesk software support team in case of need.

The Contracting Authority will be responsible to grant the access to the SIGOV software system.

The Contracting Authority will be responsible for the registration of the data related to suppliers and human resources through SIGOV, according to the workplan that will be defined with the Contractor.

The Contracting Authority will be responsible for the authorization of the payment on SIGOV System.

The Contracting Authority will be responsible to share on a timely manner, and/or following specific requests of the service provider, internal accounting files and related supporting documents that the Contractor will need in order to perform the service, primarily:

- Accountancy sheet in excel.
- Scan copies of the accountancy supporting documents.
- Bank statements.



The Contracting Authority undertakes to adopt technical and organizational security measures to address the risks inherent in processing and in the nature of the sensitive data and documents concerned.

The Contractor shall ensure the capitalisation and sharing of knowledge related to the implementation of the project. Furthermore, the Contracting Authority will have the right to demand mid-terms reports regarding the implementation of the service.

#### **4.2.2 Service of on-the-job AICSY administrative staff training on SIGOV software management.**

In the framework of the present contract, the Service provider shall perform the following services:

1. On-the-job training delivery (Italian language) to AICS Yangon administrative staff on how to use SIGOV, based on usual record needs identified by the parties.
2. Follow-up: revision of records performed by AICS Yangon administrative staff.

AICS Yangon staff to be involved:

- 4/6 people.
- Nationality: Italian.

AICS Yangon will promptly inform the Service provider about any change of internal and external conditions that may affect the execution of the present contract.

### **4.3. Project management**

#### **4.3.1. Responsible body**

AICS Yangon Country Office, represented by its Head of Office, is responsible for the management of the present contract.

#### **4.3.2. Management structure**

AICS Yangon Head of Office is the person in charge for managing the present contract and all issues related to the concerned service/actions. For specific tasks, AICS Yangon Country Head of Office may delegate AICS Yangon Administrative department.

## **5. LOGISTICS AND TIMING**

### **5.1. Location**

Sede AICS di Yangon  
MAYNMAR, BANGLADESH, VIETNAM, LAOS, CAMBOGIA  
41-27 Inya Myaing, Shwe Taung Gone  
Bahan Township, Yangon  
Tel. (+95.1) 7538730, 7538732  
E-mail: [segreteria.yangon@aic.gov.it](mailto:segreteria.yangon@aic.gov.it)  
[www.yangon.aics.gov.it](http://www.yangon.aics.gov.it)



The operational bases for the project are:

- a) Italian Agency for Development Cooperation (AICS) – Yangon Office, 41-27, Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon, Myanmar.
- b) Italian Agency for Development Cooperation (AICS) – Hanoi Project Office, 18 Le Phung Hieu, Hanoi, Vietnam.
- c) Contractor's premises.

The Service will be performed by the Contractor on its own premises and using online platforms and software.

## 5.2. Start date & period of implementation of tasks

The intended start date is 24<sup>th</sup> of January 2022 and the period of implementation of the contract will be from the starting date to 31<sup>st</sup> of July 2022. Please see Articles 19.1 and 19.2 of the special conditions for the actual start date and period of implementation.

The implementation period could be extended in case of clarification or integration related to the Service are requested from the Contracting Authority or AICS. Moreover, the implementation period can be extended based on a previous approval from AICS.

In case of significant changes necessary for a) unexpected changing of applicable laws and regulations b) change of AICS Office structure, c) unforeseen needs, the price of the contract can be resettled for a maximum of 10% of the initial contractual amount. In no cases the overall final contractual amount can exceed the threshold of 10.000,00 EUR

Depending on the outcome of the initial contract, the Contracting Authority shall award a contract for additional services.

## 6. REQUIREMENTS

### 6.1. Staff

Note that civil servants and other staff of the public administration of the partner country, or of international/regional organisations based in the country, shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

#### 6.1.1. Other experts, support staff & backstopping

The contractor shall select and hire other experts as required according to the needs. The selection procedures used by the contractor to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience.



The costs for backstopping and support staff, as needed, are considered to be included in the tenderer's financial offer.

## 6.2. Office accommodation

Office accommodation for each expert working on the contract is to be provided by the contractor.

## 6.3. Facilities to be provided by the contractor

The contractor shall ensure that experts are adequately supported and equipped. In particular, it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.

## 6.4. Equipment

No equipment is to be purchased on behalf of the contracting authority / partner country as part of this service contract or transferred to the contracting authority / partner country at the end of this contract. Any equipment related to this contract which is to be acquired by the partner country must be purchased by means of a separate supply tender procedure.

# 7. REPORTS

## 7.1. Reporting requirements

The contractor will submit the following reports in Italian or English in one original copy:

- **Bilancio di verifica SIGOV – trimestre January-February-March 2022:** the Contractor shall notify to AICS Yangon the completion of the registration of the administrative facts of the referred trimester within the deadline set in art. 4.2.1, providing a declaration of accomplishment and notifying if major problems are encountered.
- **Bilancio di verifica SIGOV – trimestre April-May-June 2022:** the Contractor shall notify to AICS Yangon the completion of the registration of the administrative facts of the referred trimester within the deadline set in art. 4.2.1, providing a declaration of accomplishment and notifying if major problems are encountered.
- **Final reports** of maximum 1 page (main text, excluding annexes) describing the achievements and major problems encountered. The financial report of the administrative facts registered through SIGOV (*Bilancio di verifica SIGOV*) will be attached to the Final Report. A declaration of accomplishment will be provided, including on-the-job training performed. The draft report must be submitted to the Contracting authority at least 15 days before the expiry of the contract. **In case of failure of giving a reconciliation of the accounts on SIGOV, due to unforeseen reasons, the service provider will submit a reconciliation excel file, according to the instruction given by HQ.**



## 7.2. Submission and approval of reports

The reports referred to above must be submitted to the project manager identified in the contract. The project manager is responsible for approving the reports.

## 8. MONITORING AND EVALUATION

### 8.1. Definition of indicators

- No. of registrations entered through SIGOV System referred to the accounting period of the I semester 2022
- *Bilancio di verifica SIGOV*
- *Reconciliation of the accounts file (if necessary)*

## ORGANIZZAZIONE E METODOLOGIA

### *Obiettivo*

Obiettivo generale del contratto è:

- l'inserimento di tutte le scritture contabili occorrenti alla definizione della situazione economico - contabile periodo del I semestre 2022 della Sede AICS di Yangon (Yangon and Hanoi Offices)
- assistenza e supporto al personale amministrativo della Sede nell'utilizzo del SIGOV sull'assistenza dell'esperienza acquisita dal contraente nell'uso dell'applicativo.

### *Strumenti a supporto*

Ai fini del raggiungimento dell'obiettivo sopra richiamato, sarà messo a disposizione dello scrivente offerente e della propria équipe di collaboratori, il gestionale integrato dell'AICS denominato "SIGOV", su cui saranno registrati i fatti amministrativi della Sede. La documentazione e i dati necessari all'esecuzione delle prestazioni sarà reperibile sul Cloud Enea Box. Il contraente, in coordinamento con la Sede, potrà avvalersi in caso di necessità e/o di problematiche inerenti il gestionale di contabilità, del supporto tecnico dell'Help Desk.

### *Fasi del processo*

In conformità alle specifiche tecniche contenute nell'allegato II del contratto (termini di riferimento) saranno svolte le seguenti attività da parte dell'offerente:

- Registrazione contabile dei fatti amministrativi del 1° semestre 2022 connessi alla manifestazione di:
  - Ricavi, proventi e crediti;
  - Costi per l'acquisizione di beni e servizi, oneri e debiti;
  - Costi per il personale e relativi debiti;
  - Incassi di crediti e pagamenti di debiti;
- Controlli delle risultanze contabili:
  - Riconciliazione contabile dei saldi bancari e delle disponibilità di cassa ( se richiesto);
  - Controllo e valutazione della consistenza numeraria dei crediti e dei debiti;
  - Controllo e valutazione della consistenza numeraria delle immobilizzazioni, se richiesto dalla Sede Aics di Roma;
  - Controllo dei saldi contabili dei componenti economici positivi e negativi.
- Supporto alla registrazione delle scritture relative agli atti amministrativi relativi ai pagamenti del c/c bancario "Intesa San Paolo"
  - al personale AICS Yangon e Hanoi per la registrazione mensile delle buste paga del personale italiano
  - al personale AICS Yangon e Hanoi per la registrazione di fatture o debiti da pagare dal c/c bancario "Intesa San Paolo".

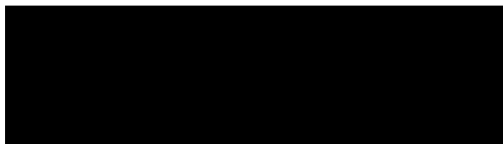
Il Committente avrà cura di inserire le anagrafiche dei creditori e delle risorse umane, dei relativi inquadramenti organizzativi e retributivi, delle fonti, delle qualifiche professionali e delle metodologie di pagamento (retribuzione, oneri contributivi e ritenute fiscali).

Sarà altresì cura del Committente eseguire l'operazione "PAGA" relativamente ai pagamenti di debiti e/o fatture (operazione eseguibile esclusivamente con le credenziali del Direttore di Sede).



Yangon, 10.02.2022

Studio Di Brino Tiziana



**Subject: Request of clarification on the offer for the Service of accounting registration in SIGOV of administrative facts of accounting period of the I semester 2022 and on-the-job staff training and supervision on SIGOV software management – AICS Yangon (Yangon and Hanoi Offices) SMART CIG Z893496CBB**

With reference to your offer prot. n. I.0001829.25-01-2022, submitted on 25.01.2022, in order to further proceed with the selection process, we kindly ask you to provide clarification on the following point:

- 1) Regarding the document “Organization and Methodology” hereby enclosed, we kindly ask you to positively re-consider the deadlines indicated in the paragraph “Expected results/risks” in order to meet the deadlines and specific outputs identified in the art. 4.2.1 of the Annex II “Terms of Reference” and the period of implementation of the tasks as per art. 5.2 of the above mentioned Annex II and art. 19.2 of the draft contract.

In the light of the above, we are looking forward to receiving the emended document “Organization and Methodology” at your earliest convenience and in any case within 7 days from the receipt of this letter.

Yours sincerely,



Mr. Walter Zuconi  
AICS Yangon – A.I. Head of Office



**Re: Oggetto: Richiesta di chiarimento offerta SMART CIG Z893496CBB**

studio dibrino &lt;dibrinotiziana@gmail.com&gt;

mar 15/02/2022 15:55

A: Segreteria Yangon &lt;segreteria.yangon@aics.gov.it&gt;

Cc: andrea.ciari@aicsyangon.org &lt;andrea.ciari@aicsyangon.org&gt;; Francesca Gugelmo &lt;francesca.gugelmo@aics.gov.it&gt;

■ 1 allegati (359 KB)

1. Organisation and methodology agg. (1).pdf;

Gentilissimi,

invio in allegato quanto richiesto, restando a disposizione per ogni ulteriore chiarimento.

Cordiali saluti

Tiziana Di Brino

Il giorno gio 10 feb 2022 alle ore 13:21 Segreteria Yangon <[segreteria.yangon@aics.gov.it](mailto:segreteria.yangon@aics.gov.it)> ha scritto:

Gentile Dott.ssa Di Brino,

Ringraziandola per l'offerta prot. n. I.0001829.25-01-2022, pervenuta in data 25.01.2022, al fine di proseguire il processo di selezione in oggetto, La preghiamo di fornire chiarimenti sul seguente punto:

1) Con riferimento al documento "Organizzazione e Metodologia" qui allegato, Le chiediamo di riconsiderare le scadenze da Lei indicate nel paragrafo "Risultati/rischi attesi" al fine di poter rispettare le scadenze e gli output individuati all'art. 4.2.1 dell'Allegato II "Termini di riferimento" e il periodo di attuazione del contratto di cui all'art. 5.2 del citato Allegato II e all'art. 19.2 della bozza di contratto.

Alla luce di quanto sopra e fiduciosi di avere un positivo riscontro alla nostra richiesta, restiamo in attesa di ricevere quanto prima e comunque entro 7 giorni dal ricevimento della presente lettera copia emendata del documento "Organizzazione e Metodologia".

Cordiali saluti,

**Segreteria - AICS YANGON**

Italian Agency for Development Cooperation – AICS Yangon  
MYANMAR, BANGLADESH, VIETNAM, LAOS, CAMBOGIA  
41-27, Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon  
Tel: +95 1 7538730, +95 1 7538732

<https://yangon.aics.gov.it/>signature\_2127615819signature\_348476780

---

**Da:** studio dibrino <[dibrinotiziana@gmail.com](mailto:dibrinotiziana@gmail.com)>**Inviato:** martedì 25 gennaio 2022 07:39

**A:** Segreteria Yangon <[segreteria.yangon@aic.gov.it](mailto:segreteria.yangon@aic.gov.it)>

**Cc:** [andrea.ciari@aic.org](mailto:andrea.ciari@aic.org) <[andrea.ciari@aic.org](mailto:andrea.ciari@aic.org)>; Francesca Gugelmo <[francesca.gugelmo@aic.gov.it](mailto:francesca.gugelmo@aic.gov.it)>

**Oggetto:** Re: SMART CIG Z893496CBB - INVITATION TO TENDER - Servizio di supporto amministrativo SIGOV - AICS Yangon

Spett.le Sede,

in relazione al Vostro invito per il supporto amministrativo SIGOV- AICS YANGON - SMART CIG Z893496CBB, invio in allegato i documenti richiesti.

Cordiali saluti

Rag. Tiziana Di Brino

Il giorno ven 24 dic 2021 alle ore 09:05 Segreteria Yangon <[segreteria.yangon@aic.gov.it](mailto:segreteria.yangon@aic.gov.it)> ha scritto:

Gentile Dott.ssa Di Brino,

Con la presente si trasmette Lettera d'Invito e Tender Dossier (single tender – ai sensi delle PRAG) per il servizio di **accounting registration in SIGOV of administrative facts of accounting period of the I semester 2022 and on-the-job staff training and supervision on SIGOV software management – AICS Yangon (Yangon and Hanoi Offices).**

Si allegano alla presente:

**2. Instructions to tenderers**

**3. Contract notice**

**4. Contract: *bozza di contratto oggetto del tender e dei suoi allegati:***

1. General conditions for service contracts

2. Terms of reference

3. Organisation and methodology (*che verrà sostituito, nel contratto da sottoscrivere, con il rispettivo documento presentato dall'offerente*)

4. Budget (*che verrà sostituito, nel contratto da sottoscrivere, con il rispettivo documento presentato dall'offerente*)

**5. Forms and documents to be submitted by the tenderer: *documenti in formato standard da compilare per la presentazione dell'offerta. All'email di trasmissione dell'offerta dovranno essere allegati i seguenti documenti in formato PDF:***

1. **4.4 b8g\_annexiiom\_en: Organisation and methodology.** Compilare il formato allegato, in lingua italiana o in lingua inglese.

2. **4.5 b8i1\_annexvbudgetglobal\_en: Budget.** Compilare il formato allegato, in lingua italiana o in lingua inglese.

3. **a14a\_declaration\_honor\_procurement: Dichiarazione d'onore.** Compilare il formato allegato.

4. **b8j1\_annexvifif\_en: Financial Identification form.** Compilare il formato allegato.

5. **b8j4\_annexvilefcompany-en: Legal entity.** Compilare il formato allegato.

6. **b8o7\_tenderform\_simp\_eng: Tender form.** Compilare il formato allegato, in lingua italiana o in lingua inglese. Allegare: 1) Documento che provi che il vostro Studio è regolarmente registrato in Italia o in altro Paese eleggibile ai sensi delle PRAG e del Tender in oggetto. 2) Documento che provi che il Legale rappresentante dello Studio è la persona che firma la documentazione in oggetto. Si prega di allegare anche documento d'identità della stessa.

7. **Power of attorney.** Compilare ESCLUSIVAMENTE SE la persona delegata alla firma è diversa dal legale rappresentante dello Studio.

**6. Other information:**

1. Shortlist notice: *Lista degli operatori economici invitati alla procedura di tender.*
2. Administrative compliance grid: *Griglia di valutazione amministrativa.*
3. Evaluation grid: *Griglia di valutazione.*

Ai sensi di quanto stabilito al punto 8 delle “*Instructions to tenderers*”, il termine per la presentazione dell’Offerta è il **25 Gennaio 2022**.

La preghiamo di confermare la ricezione della presente email e rimaniamo a disposizione per eventuali chiarimenti.


Cordiali saluti,

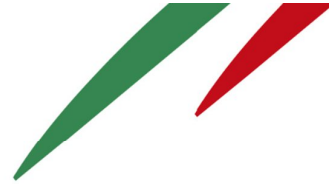
**Segreteria - AICS YANGON**

Italian Agency for Development Cooperation – AICS Yangon  
MYANMAR, BANGLADESH, VIETNAM, LAOS, CAMBODIA  
41-27, Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon  
Tel: +95 1 7538730, +95 1 7538732

<https://yangon.aics.gov.it/>

signature\_2127615819

signature\_348476780



## ANNEX V: BUDGET

**Global price: [EUR] <10.000> (VAT Excluded) - Maximum value: EUR 10.000 (VAT excluded)**

Myanmar (AID 11758): Euro < 2.500 > (Maximum value: 2.500 Euro)

Vietnam (AID 11121): Euro <7.500 > (Maximum value: 7.500 Euro)

Month <sup>1</sup>		MYANMAR AID 11758 (lump sum) [Euro] VAT Excluded	VIETNAM AID 11121 (lump sum) [Euro] VAT Excluded	TOTAL PRICE (lump sum) [Euro] VAT Excluded
	<b>Maximum pre-financing payment<sup>2</sup></b>	N/A	N/A	N/A
<b>April 2022</b>	<b>SIGOV accounting registration – trimester January-February-March 2022</b> – as per Annex II – Deadlines (4.2.1) and Reports (7.1)	[1.250]	[3.750]	[5.000]
<b>July 2022</b>	<b>SIGOV accounting registration – trimester April-May-June 2022</b> – as per Annex II – Deadlines (4.2.1) and Reports (7.1)	[1.250]	[3.750]	[5.000]
<b>End of service</b>	<b>Final SIGOV records and adjustments + staff on-the-job training - as per Annex II</b> Deadlines (4.2.1) and Reports (7.1)			

<sup>1</sup>Tentative. Payments will be performed after Contracting Authority approval of Reports (as per Annex II – Terms of reference – art. 7.1) submitted by the Contractor, within the applicable deadlines.

<sup>2</sup> Not applicable. No pre-financing is allowed, by derogation of article 29 of the general conditions.



**AGENZIA ITALIANA  
PER LA COOPERAZIONE  
ALLO SVILUPPO**

Sede di **YANGON**



<b>Total (VAT Excluded)</b>	<b>[2.500]</b>	<b>[7.500]</b>	<b>[10.000]</b>
	<i>Maximum value: EUR 2.500</i>	<i>Maximum value: EUR 7.500</i>	<i>Maximum value: EUR 10.000</i>

<b>Name</b>	Tiziana Di Brino
<b>Firm and Position</b>	Titolare
<b>Signature</b>	
<b>Date</b>	24 gennaio 2022



**Sede AICS di Yangon**  
**MYANMAR, BANGLADESH, VIETNAM, LAOS, CAMBOGIA**  
 41 -27 inya Myaing, Shwe Taung Gone, Bahan Township  
 Yangon - Myanmar  
 Tel. (+95.1) 7538730, 7538732  
 E-mail: [segreteria.yangon@aics.gov.it](mailto:segreteria.yangon@aics.gov.it)  
<http://yangon.aics.gov.it>



## Declaration on honour on exclusion criteria and selection criteria

The undersigned TIZIANA DI BRINO, representing:

<i>(only for natural persons)</i> himself or herself	<i>(only for legal persons)</i> the following legal person:
ID or passport number:  (‘the person’)	Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number:  (‘the person’)

The person is not required to submit the declaration on exclusion criteria if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority, provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year.

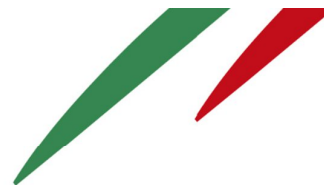
In this case, the signatory declares that the person has already provided the same declaration on exclusion criteria for a previous procedure and confirms that there has been no change in its situation:

Date of the declaration	Full reference to previous procedure
02.04.2021	SMART CIG Z5A3125AA6 - Servizio di supporto amministrativo SIGOV - AICS Yangon

### I – SITUATIONS OF EXCLUSION CONCERNING THE PERSON

(1) declares that the above-mentioned person is in one of the following situations:	YES	NO
---	-----	----





(a) it is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under Union or national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
(b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;	<input type="checkbox"/>	<input type="checkbox"/>
(c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the performance of a contract or an agreement;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(d) it has been established by a final judgement that the person is guilty of any of the following:		
(i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>





(ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in other applicable laws;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(e) it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by a contracting authority, the European Anti-Fraud Office (OLAF) or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
(g) it has been established by a final judgment or final administrative decision that the person has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business.	<input type="checkbox"/>	<input type="checkbox"/>
(h) ( <i>only for legal persons</i> ) it has been established by a final judgment or final administrative decision that the person has been created with the intent	<input type="checkbox"/>	<input type="checkbox"/>







provided for in point (g).		
(i) for the situations referred to in points (c) to (h) above the person is subject to:		
i. facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office after its establishment, the Court of Auditors, the European Anti-Fraud Office (OLAF) or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;	<input type="checkbox"/>	<input type="checkbox"/>
ii. non-final judgments or non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;	<input type="checkbox"/>	<input type="checkbox"/>
iii. facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks;	<input type="checkbox"/>	<input type="checkbox"/>
iv. information transmitted by Member States implementing Union funds;	<input type="checkbox"/>	<input type="checkbox"/>
v. decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law; or	<input type="checkbox"/>	<input type="checkbox"/>
vi. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.	<input type="checkbox"/>	<input type="checkbox"/>

## II – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON AND BENEFICIAL OWNERS

### *Not applicable to natural persons, Member States and local authorities*

(2) declares that a natural or legal person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers e.g. company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares), or a	YES	NO	N/A
---	-----	----	-----





beneficial owner of the person (as referred to in point 6 of article 3 of Directive (EU) No 2015/849) is in one of the following situations:			
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract )	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (g) above (creation of an entity with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (h) above (person created with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (i) above	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### III – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON

(3) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations [ <b><i><u>If yes, please indicate in annex to this declaration which situation and the name(s) of the concerned person(s) with a brief explanation</u></i></b> ]:	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### IV – GROUNDS FOR REJECTION FROM THIS PROCEDURE



(4) declares that the above-mentioned person:	YES	NO
Was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise.	<input type="checkbox"/>	<input type="checkbox"/>

#### **V – REMEDIAL MEASURES**

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

#### **VI – EVIDENCE UPON REQUEST**

Upon request and within the time limit set by the contracting authority the person must provide information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners.

It must also provide the following evidence concerning the person itself and the natural or legal persons on whose capacity the person intends to rely, or a subcontractor and concerning the natural or legal persons which assume unlimited liability for the debts of the person:

For situations described in (a), (c), (d), (f), (g) and (h), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or,





failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another award procedure of the same contracting authority. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

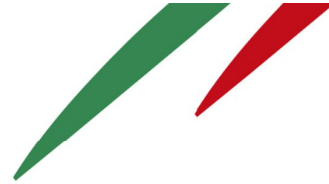
Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

## VII – SELECTION CRITERIA

(1) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender documents:	YES	NO	N/A
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section <i>[insert]</i> of the contract notice/Instructions to tenderers;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable economic and financial criteria indicated in section <i>[insert]</i> of the contract notice/Instructions to tenderers;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical and professional criteria indicated in section <i>[insert]</i> of the contract notice/Instructions to tenderers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Please adapt the table above to the criteria indicated in the tender documents (i.e. insert extra rows for each criterion or delete irrelevant rows).*

(2) if the above-mentioned person is the <b>sole tenderer</b> or the <b>leader in case of consortium</b> , declares that:	YES	NO	N/A
(d) the tenderer, including all members of the group in case of consortium and including subcontractors if applicable, complies with all the	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



selection criteria for which a consolidated assessment will be made as provided in the tender documents.			
--	--	--	--

### VIII – EVIDENCE FOR SELECTION

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender documents and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

***The above-mentioned person must immediately inform the contracting authority of any changes in the situations as declared.***

***The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.***

Full name

Date

Tiziana Di Brino

24.01.2022

Signature






## FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm#en](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm#en)

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

### **BANKING DETAILS** ①

ACCOUNT NAME ② DI BRINO TIZIANA

IBAN/ACCOUNT NUMBER

CURRENCY

BIC/SWIFT CODE

BANK NAME

STREET & NUMBER

TOWN/CITY

COUNTRY

ACCOUNT HOLDER

STREET & NUMBER

TOWN/CITY

COUNTRY

REMARK

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤

DATE 24/04/2022

SIGNATURE OF ACCOUNT HOLDER (Obligatory)

- ① Enter the final bank data and not the data of the intermediary bank.
- ② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.
- ③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established
- ④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- ⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.



PLEASE COMPLETE AND SIGN THIS FORM AND ATTACH COPIES OF OFFICIAL SUPPORTING DOCUMENTS (REGISTER(S) OF COMPANIES, OFFICIAL GAZETTE, VAT REGISTRATION, ETC.)

## LEGAL ENTITY

PRIVACY STATEMENT

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm#en](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en)

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

### PRIVATE/PUBLIC LAW BODY WITH LEGAL FORM

OFFICIAL NAME ①	DI BRINO TIZIANA
BUSINESS NAME (if different)	
ABBREVIATION	
LEGAL FORM	STUDIO PROFESSIONALE
ORGANISATION TYPE	FOR PROFIT NON FOR PROFIT      NGO ②    YES      NO
MAIN REGISTRATION NUMBER ③	
SECONDARY REGISTRATION NUMBER (if applicable)	
PLACE OF MAIN REGISTRATION	CITY
	COUNTRY
DATE OF MAIN REGISTRATION	<input type="text"/> <input type="text"/> <input type="text"/> DD      MM      YYYY
VAT NUMBER	
ADDRESS OF HEAD OFFICE	
POSTCODE	
COUNTRY	
E-MAIL	

DATE 24/01/2022

STAMP

SIGNATURE OF AUTHORISED REPRESENTATIVE

① National denomination and its translation in EN or FR if existing.

② NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

③ Registration number in the national register of companies. See table with corresponding field denomination by country.