

CONTRACT – A1

RULES APPLICABLE TO THE AWARD OF CONTRACTS BY BENEFICIARIES OF A GRANT CONTRACT

Where the execution of an action involves the award of contracts by grant beneficiary(is), the following rules must be observed:

1. The awarding of contracts is based on the most economically advantageous bid, according to one of these three award methods: lowest price, lowest cost or best quality/price ratio. A cost effectiveness approach is adopted in the case of the lower cost method, in particular the calculation of the life-cycle costs of the object of the contract; as regards the best quality/price ratio, the awarding entity takes into account the price or costs and other quality criteria associated with the object of the contract.
2. Application of the principles of transparency and publicity of procurement procedures and equal treatment of potential stakeholders and tenderers, without prejudice to or limiting the possibility of entities of any nationality to take part, whether by direct requirements or indirect requirements established for the procedure, with the exception of those which are required by law or by the nature of the object to be contracted.
3. Prevention of conflicts of interest, whereby a conflict of interest is understood to be when the impartial and objective exercise of the role of the person(s) involved in the contracting procedure is compromised for family, affective, political or national affinity reasons, of interest economic, or any other direct or indirect personal interest in the outcome of the award.
4. Respect for the modalities of contracting goods, services and supplies according to the following thresholds, as shown per the table below:

Type of Contract	Direct Covenant (simplified)	Direct Covenant (general regime)	Local Open Tender	Limited International Tender
Goods and Services	<EUR 20 000	=> EUR 20 000 < EUR 100 000	>= EUR 100 000 < EUR 200 000	> EUR 200 000
Supplies	<EUR 20 000	=> EUR 20 000 < EUR 100 000	>= EUR 100 000 < EUR 200 000	> EUR 200 000
Works/Contracts	<EUR 20 000	=>EUR 20 000 < EUR 300 000	>= EUR 300 000 < EUR 3 000 000	> EUR 3 000 000

5. Simplified direct covenant

Contracts for an amount equal to or less than EUR 2 500.00 can be carried out by simply paying an invoice, without prior acceptance of a bid.

Contracts worth more than EUR 2 500.00 and less than EUR 20 000.00 may be awarded on the basis of a single bid, provided that it is formalised by the supplier.

Contracts with a value exceeding EUR 2 500.00 must be concluded on the basis of, at the very least, the **terms of reference** that contain the minimum components listed on **Annex 1**.

6. Direct Covenant (general regime)

Contracts for the purchase of goods or services and supplies with values equal to or greater than EUR 20 000.00 and less than EUR 100 000.00 and works/works contracts of a value equal to or greater than EUR 20 000.00 and less than EUR 300 000.00 may be awarded through a direct covenant with prior market consultation.

This procedure requires a call for bid submissions to be issued to a number of no less than three entities operating in the procurement sector that are effectively capable of providing the object of the contract at competitive prices, costs and/or quality. The selection of entities to invite must also be diversified, and repeated awards to the same supplier may result in an ineligible expense.

Where it is no possible to send invitations to at least three entities, the decision shall be based on the object of the contract and on market conditions in order for the costs arising from the award to be eligible.

The procedure must be conducted on the basis of **tender specifications** and an **invitation to tender** containing the minimum requirements listed in **Annexes 2 e 3**; the intention to contract must be preceded by a **preliminary evaluation** report and followed by **prior notification** to the interested parties which contains the minimum requirements listed in

Annexes 4 and 5; and the decision to hire must be based on a final evaluation report that contains the minimum requirements listed in **Annex 6**.

7. Local open tender

Contracts for the purchase of goods or services and supplies with values equal to or greater than EUR 100 000.00 and less than EUR 200 000.00 and works/works contracts of a value equal to or greater than EUR 200 000.00 and less than EUR 3 000 000.00 may be awarded through a local open tender.

The tender announcement shall be published in all appropriate media in the country of intervention and on the website of the beneficiary(ies).

For this procedure, the following best practices should be observed:

- a) Advertise the announcement at least on national media with large print circulation and, whenever possible, on the country's official newspaper or website for the dissemination of public tenders, as well as on the website of the beneficiary(ies);
- b) Define the lowest price as an award criterion;
- c) Define a reasonable time limit for the submission of bids in order to enable effective competition between economic operators;
- d) Provide consultation and provision of tender documents, including the tender specifications, to all interested parties who may request it;
- e) Ensure that the bids submitted are reviewed and evaluated by an impartial jury, with transparency and taking into account the bids' eligibility criteria and the evaluation previously defined in the announcement;
- f) Publish the award on the website of the beneficiary (ies).

The documents in **Annexes 2 to 6** apply to the local open tender procedure, with the necessary adaptations.

8. Limited International Tender

All contracts for the supply of goods or services and supplies of EUR 200 000.00 or more shall be awarded through a limited international tender following the publication of a tender announcement.

With regard to this procedure, all good practices specified in the preceding paragraph and the following must be observed:

- a) Advertising the tender announcement in specialised international press which allows, at the very least, the entities identified in Annex IV to the ACP-EU Agreement to bid;¹
- b) All interested candidates who meet the eligibility conditions may apply to participate, but only candidates who meet the published selection criteria and who are invited in writing by the grant beneficiary may submit a bid, and these should always be in sufficient numbers to ensure real competition.

The documents applicable to the limited international tender procedure are those on **Annexes 2 to 6**, with the necessary adaptations, and an evaluation grid that sets out in detail the criteria for the selection of entities to be invited.

9. Whenever the grant beneficiary(ies) intend to enter into contracts worth EUR 20 000.00 or more, they should consult Camões, IP to confirm that the entities they intend to contract are not included in the European Union's list of restrictive measures (<https://sanctionsmap.eu/>) or the Early Detection and Exclusion System (EDES). The EDES is a database containing sensitive information about third parties who may represent a threat to the European Union's financial interests.
10. All entities from which the grant beneficiary(ies) intend to make purchases equal to or greater than EUR 20 000.00 must sign a **contract** containing the minimum components listed of the template in **Annex 7** and sign a **declaration of qualification** in accordance with **Annex 8**.

¹ <http://www.ministeriopublico.pt/instrumento/acordo-de-parceria-entre-os-estados-de-africa-das-caraibas-e-do-pacifico-e-comunidade-9> com a revisão aprovada em 2014: <https://eur-lex.europa.eu/legal-content/PT/ALL/?uri=CELEX%3A22014D0428>

11. Camões, I.P. reserves the right to carry out control actions in relation to the beneficiaries' compliance with the above principles and the rules set out in this Annex. Failure to comply with these principles and these rules implies the ineligibility of expenses incurred.
12. The provisions of this Annex shall also apply to contracts to be concluded by the affiliated entity (ies) of the beneficiary(ies) under the grant.

ANNEX 1

TERMS OF REFERENCE

For the acquisition of [goods/services] under the project [title]

ACTION FINANCED BY THE EUROPEAN UNION

1. CONTEXT

[PROJECT GENERAL DESCRIPTION]

Within the scope of [number and name of activity], which contributes to the result [....]

[description of need]

2. OBJECTIVES

This procurement activity aims to contract [identify goods/services] for [description of objectives].

To this end, the services to be provided/ goods to be purchased must ensure the following:

[Description of goods/services; tasks to be performed]

3. PRODUCTS

[Description of goods to be delivered]

4. DURATION *(in the case of provision of services)*

The provision of services shall last for [number of days/months], with a foreseeable start on [date].

5. INDICATIVE CALENDAR

Description (tasks, products or goods)	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10

6. REQUIREMENTS

(For example: service provider profile - academic background, professional experience, etc.)

7. BID SUBMISSION

[Indicate the mandatory elements that must be included in the technical proposal]

Examples: Expert Cvs, detailed budget, deadline.

8. PRICE AND PAYMENT

The price for providing these services is capped at the maximum amount of [currency] [maximum amount of the procedure] (+VAT - if applicable).

The contract price includes all costs, charges and expenses related to providing the service.

Payment shall be made in [number of instalments] instalments, with the [completion of the tasks/delivery of the products/ delivery of the goods] and according to the following plan:

[Payment Plan]

9. BID EXPIRATION DATE

The bid shall be considered valid and unchanged in all its conditions for a period of [define] (extended) working days from the date of the deadline set for its submission.

10.DEADLINE FOR BID SUBMISSION

The proposal must be submitted by [define] time of day [define].

11.EXCLUSION CONDITIONS

Bis that go against the provisions of this document shall be excluded.

12.QUALIFICATION DOCUMENTS

Within the period of [define] (extensive) working days from the notification of the award, the tenderer shall submit the following documents:

- a) Certificate of social security contributions compliance in [country];

- b) Certificate of tax compliance in [country];
- c) Declaration of honour signed in accordance with the attached template.

ANNEX 2

ACQUISITION OF SERVICES FOR... [procedure name] UNDER THE SCOPE OF PROJECT [title], FINANCED BY THE EUROPEAN UNION

TENDER SPECIFICATIONS

Clause 1

Scope

This Tender Specification shall include the clauses to be included in the contract to be concluded following the procedure for the acquisition of [insert procedure object].

Clause 2

Baseline price

1. The procedure's total baseline price is EUR [numeric value and value in words in euros] corresponding to the monthly amount of EUR [numeric value and value in words in euros], plus Value Added Tax (VAT) at the legal rate in force.
2. The baseline price is the maximum price the contracting entity is willing to pay the tenderer for the execution of all services object of the contract and includes all costs, charges and expenses, whose liability is not expressly assigned to the contracting entity, namely:
 - a) Travel, accommodation and food expenses;
 - b) Telecommunications charges;
 - c) Workplace accident insurance;
 - d) Charges with trademarks, patents, licenses or with intellectual or industrial property rights.

Clause 3

Contract Manager

The [...] is appointed to follow the contract's execution.

Clause 4

Term

The contract begins on the date of its signature and lasts for/until [insert months, days or accurate date].

Clause 5

Place of delivery of goods or services

Services shall be provided at [Place].

Clause 6

Tenderer's obligations

1. The provider of goods or services shall ensure the following duties/actions are carried out: [identify the duties/actions]
2. In addition to the obligations referred to in the preceding paragraph and other obligations under applicable law, the service provider is also obliged to:
 - a) Submit all documentation and elements provided for in this tender specification;
 - b) Notify the contracting entity, in writing, as soon as it becomes aware of any facts, situations, occurrences or vicissitudes that make it totally or partially impossible to fulfil its obligations, under the terms of this tender specification and the contract entered into;
 - c) Not alter, in any way, the conditions for the provision of services save for the cases provided for in this tender specification;
 - d) Provide accurate, timely and truthful information in relation to the provision of associated services, as well as to provide, by written or oral means, and provide all clarifications deemed necessary, in writing or verbally;
 - e) Analyse and take into account all situations and circumstances relating and/or relevant to the provision of the service and which are communicated in writing by the contracting entity and that do not conflict with the execution of the contract, among others and for reference only, the necessary prior information, the manner, time and place and the means, in order to safeguard that the service is provided under the contracted terms, without gaps, failures or interruptions that could have been foreseen;
 - f) Notify, in writing, of any fact, situation or vicissitude that may occur during the execution of the contract to be entered into, which changes its corporate name, its legal representatives, staff or employees involved in its execution, its legal status as well as its commercial situation.
3. In addition, the tenderer is also obliged, namely, to provide all human, material and computer resources necessary and appropriate for the contractual execution, as well as the establishment of the organisational system necessary for the perfect and complete execution of said services.

Clause 7

Products to be delivered

1. Without prejudice to other obligations resulting from the applicable law, the following products must be delivered by the tenderer: [identify the deliverables]

Product 1. Bid for ...

2. The delivery of products must comply with the following schedule: [insert work plan]

	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10
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Product 1. Bid for ...	x									
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Clause 8

Profile

For the execution of the services which are the object of this Tender Specification, the following profile is required: [insert required profile]

- a) Academic qualification in [specify, if applicable]:
- b) [others]

Clause 9

Compliance and technical warranty

- 1- The tenderer undertakes to provide the services covered by the contract, with the characteristics, specifications and technical requirements provided for in the Tender Specification and bid presented.
- 2- The tenderer is liable to the contracting entity for any defect or discrepancy of the subject matter of the contract which may exist when it is provided.

Clause 10

Charges with trademarks, patents or intellectual or industrial property rights

The tenderer shall be liable for any costs arising from the use of trademarks, patents or registered licenses as well as intellectual or industrial property rights.

Clause 11

Property Rights

1. All products executed within the scope of this provision of services are property of the contracting entity, and the service provider may not disclose or transcribe them, in part or in full.
2. Any copyright arising thereof shall also belong to the contracting entity.

Clause 12

Duty of confidentiality

1. The tenderer shall maintain confidentiality about the contracting entity's information and documentation, technical or non-technical, commercial or other, that it may become aware of under this procedure, or related to the execution of the contract.
2. The information and documents covered by the duty of confidentiality may not be transmitted to third parties, nor may they be used in any way other than directly and solely for the contractual execution.

3. The tenderer shall ensure that third parties who make contributions to provision of services which are the object of the contract also comply with the duty of confidentiality.
4. The tenderer undertakes not to use, disclose or assign in any way, in Portugal or abroad, the information disclosed by the awarding entity for any purpose other than that stipulated in these Tender Specifications.

Clause 13

Data Protection

Personal data transferred by the tenderer to the contracting entity under the contractual relationship shall be processed in strict compliance with the rules and standards established in Regulation (EU) 2016/679.

Clause 14

Contract price

1. For the acquisition of the services object of the contract, as well as for the fulfilment of the other obligations contained in these Tender Specifications, the contracting entity shall pay the tenderer the price stated in the winning bid, which may not exceed
EUR..... [numeric value and value in words in euros], plus Value Added Tax (VAT) at the legal rate in force.
2. The amount provided for in the preceding paragraph includes all expenses necessary to carry out the service provision, namely expenses with insurance, travel, accommodation, food and other taxes due, other than VAT, nothing else remaining to be paid to the contracting entity.

Clause 15

Payment terms

1. No payment may be made before the contract is concluded.
2. Payment of the price shall be made monthly and upon presentation of the products.
3. If the deadline specified in the preceding paragraph is not observed, the corresponding instalment shall only be considered to be due within 30 (thirty) days following the presentation of the corresponding invoice.
4. If the event of disagreement by the contracting entity on the amounts in the invoices, the Contracting Entity must notify the service provider in writing of its reasons, the latter being required to provide the necessary clarifications to issue a second corrected invoice.

Clause 16

Termination by the contracting entity

1. Without prejudice to other grounds for termination provided for by law, the contracting entity may terminate the contract, as a penalty, should the tenderer seriously or repeatedly violate any of the obligations incumbent upon them.
2. The right of termination referred to in the preceding paragraph is exercised by means of a declaration sent to the tenderer and does not determine the repayment of instalments already paid.

Clause 17

Termination by the tenderer

1. Without prejudice to other grounds for termination provided for by law, the tenderer may terminate the contract when any amount due to them is owed for more than 40 (forty) days, excluding taxes.
2. The right of termination is exercised by judicial means or by recourse to arbitration.
3. In the cases provided for in paragraph 1, the right of termination may be exercised by means of a statement sent to the public entity, taking effect 30 (thirty) days after receipt of said statement, save if the latter performs the overdue obligations within that period, plus interest on arrears.
4. Contractual termination pursuant to the preceding paragraphs does not determine the repetition of the provisions already paid by the service provider. However, all obligations under this contract shall cease.

Clause 18

Competent jurisdiction

The [identify competent court] Court shall have jurisdiction to resolve all disputes arising from this contract, with express waiver of any other.

Clause 19

Communications

1. The parties hereby agree that communications and notifications shall be sent to the addresses provided in the contract.
2. Any change to the contact information contained in the contract shall be communicated to the other party.

Clause 20

Prevalence

1. This Tender Specification and the tenderer's bid are part of the contract.
2. In case of doubt, the contractual text prevails, then the Tender Specification and lastly the tenderer bid.

Clause 21

Calculation of time limits

The deadlines provided for in the contract are continuous, running on Saturdays, Sundays and bank holidays.

ANNEX 3

INVITATION

Dear Mr.

[Name and email address of recipient]

SUBJECT: Call for bid submissions under the [procedure designation] for the project
‘[title]’ financed by the European Union.

We hereby invite you to submit a bid, in the following terms:

1. **Contracting entity:** [the grant beneficiary]
2. **Decision to contract:** made the decision to contract [governing body of the beneficiary]
3. **Type of contract:** acquisition of [goods/services/works]
4. **Object:** the object of the contract is the acquisition of [object of procedure], in accordance with the attached tender specifications.
5. **Baseline price:** the maximum price to be paid by the awarding entity is [currency] [numeric value and value in words in euros].
6. **Procedure:** this acquisition is carried out under a competitive procedure, through prior consultation with [number of invited entities], which shall take place according to the following phases:
 - a) Bids submission;
 - b) Analysis and evaluation of the bids by an appointed jury and preparation of a preliminary report with a proposal for the exclusion and admission of bids and their evaluation;
 - c) Preliminary hearing, lasting 10 days;
 - d) Drafting of the final report;
 - e) Communication of the tender award.
7. **Deadlines** (counted continuously, including Saturdays, Sundays and bank holidays):

- 7.1. Deadline for proposal submission:** [date]
- 7.2. Deadline for the removal of irregularities detected in the documents submitted:** 2 days.
- 7.3. Deadline for document submission, when requested:** 5 days
- 8. Bid:** the bid comprises the following documents:
- 10.1. Technical bid**
- 10.2. Price bid** (the price bid does not include taxes, and the tenderer must specify the applicable taxes and the legally applicable VAT rate, if due)
- 10.3. Documents:** [technical certificates/training certificates/Curriculum Vitae/ others];
- 10.3. Qualification documents, according to the attached template.**
- 9. How to submit bid:** it must be sent to the email address [@], signed and initialled, with all supporting documents, by the tenderer's legal representative(s).
- 10. Bid validity:** the tenderer is obliged to maintain the validity of its proposal for a period of 60 (sixty) days.
- 11. Clarifications:** clarifications must be requested in writing by the interested party to the email address within the first third of the deadline set for the submission of bids and are provided by the contracting entity by any written means, including email, until the day before the deadline for bid submission.
- 12. Reasons for non-award:** the contracting entity reserves the right not to award, where unforeseen circumstances arise and it is necessary to amend key aspects of the procedural documents, after the bid submission deadline has expired; when supervening circumstances regarding the assumptions of the decision to contract justify it.
- 13. Award criteria:** the most economically advantageous bid.

[Place, date]

[signature]

ANNEX 4

PRELIMINARY BID EVALUATION REPORT

Acquisition of [goods/services/ works] for the project [title]

ACTION FINANCED BY THE EUROPEAN UNION

1. Procedure by Prior Consultation

Invitations were sent to the following entities on [date]:

- a)
- b)
- c)

2. Bids submission

The following bids were submitted:

Submission Order	Date and Time of submission	Tenderer Name

3. Analysis of Bids

The following was checked in order to analyse the bids:

- a) If the documents required by the Invitation to tender were submitted in a valid format and if they were duly signed, for each tenderer;
- b) If the tenderer's met the requirements listed in the Tender Specifications for the documents which make up the bids.

With the following outcomes:

I – Admissions: The bids submitted by the tenderers [identify tenderers] meet the admission requirements provided for in this procedure;

II – Exclusions: The bid submitted by the tenderers [identify tenderers] does not meet the admission requirements provided for in this procedure, given that:

[Possible grounds (select): a) Non-submission of documents required by the tender specifications and/or manner of submission b) The impossibility of evaluating them due to the manner of presentation of some of their attributes;; The contract price would be higher than the baseline price; e) An abnormally low price or cost; b) They present attributes that violate the baseline parameters specified in the tender specifications or their terms or conditions violate aspects of the execution of the contract to not subject to competition.]

4. Evaluation of the Proposals

4.1. Awarding criteria

The bids were evaluated according to the evaluation matrix in annex to this Report, by taking into account the most economically advantageous bid criterion.

4.2. Ranking of bids

The bids were ranked according to the aforementioned evaluation as follows:

Ranking	Name	Bid amount
1		
2nd		
3rd		

5. Award proposal

Under these terms, it is recommended that the contract is awarded to the following tenderer: [...]

6. Prior hearing

In compliance with the provisions of paragraph [...] of the Invitation to tender, this Preliminary Report shall be sent to all tenderers, and they shall have a period of 10 days to comment on its content, in writing, under the right to prior hearing.

[Place, date]

[signature]

ANNEX 5

(TEMPLATE FOR COMMUNICATION OF THE PRELIMINARY REPORT AND PRIOR HEARING)

To [insert tenderer designation],

Within the scope of the procedure [insert the designation] you are hereby notified of the content of the Preliminary Bid Evaluation Report, according to which:

1. The bids from the following tenderers[nominate the tenderers] were excluded on the following grounds... [indicate the grounds for excluding bids];
2. The bids from the following tenderers[nominate the tenderers] were accepted on the following grounds... [indicate the grounds for admission of proposals].

In light of the foregoing, if you wish to submit any statements you must do so in writing to the email address [@], within 10 (ten) days from receiving this notification, under the right to a prior hearing.

ANNEX 6

FINAL BID EVALUATION REPORT

Acquisition of [goods/services/ works] for the project [title]

ACTION FINANCED BY THE EUROPEAN UNION

1. Procedure by Prior Consultation

Invitations were sent to the following entities on [date]:

- a)
- b)
- c)

2. Bids submission

The following bids were submitted:

Submission Order	Date and Time of submission	Tenderer Name

3. Analysis of Bids

The following was checked in order to analyse the bids:

- a) If the documents required by the Invitation to tender were submitted in a valid format and if they were duly signed, for each tenderer;
- b) If the tenderer's met the requirements listed in the Tender Specifications for the documents which make up the bids.

With the following outcomes:

I – Admissions: The bids submitted by the tenderers [identify tenderers] meet the admission requirements provided for in this procedure;

II – Exclusions: The bid submitted by the tenderers [identify tenderers] does not meet the admission requirements provided for in this procedure, given that:

[Possible grounds (select): a) Non-submission of documents required by the tender specifications and/or manner

of submission b) The impossibility of evaluating them due to the manner of presentation of some of their attributes;; The contract price would be higher than the baseline price; e) An abnormally low price or cost; b) They present attributes that violate the baseline parameters specified in the tender specifications or their terms or conditions violate aspects of the execution of the contract to not subject to competition.]

4. Evaluation of the Proposals

4.1. Awarding criteria

The bids were evaluated according to the evaluation matrix in annex to this Report, by taking into account the most economically advantageous bid criterion.

4.2. Ranking of bids

The bids were ranked according to the aforementioned evaluation as follows:

Ranking	Name	Bid amount
1		
2nd		
3rd		

5. Prior hearing

The preliminary evaluation report was sent to all tenderers, with a period of 10 days being set for them to comment, in writing, on its content, under the right to a prior hearing.

After the deadline, [none of the tenderers exercised their right/ the tenderer ‘...’ submitted a statement under the following terms:....., which were not/ were considered sufficient justification for changing the classification and ranking of the bids.]

6. Conclusion

Accordingly, the following bid was awarded the contract:

Ranking	Name	Bid amount
1		

[Place, date]

[signature]

ANNEX 7

CONTRACT FOR THE PURCHASE OF [insert object of contract] UNDER THE SCOPE OF PROJECT [insert project title]

ACTION FINANCED BY THE EUROPEAN UNION

Between:

[the grant beneficiary], referred to as 'First Party';

AND

[the contracting authority], holder of [Compan number Registration/Identification Document] number [insert o número], valid until [insert expiration date], with PIN [insert number], and with residence at [if the contractor is a natural person] or with head office at ..[if the contractor is a legal person], referred to as 'Second Party' and, jointly with the First Party, as 'Parties';

WHEREAS:

1. [justify the need to contract in the context of the project],
2. The Second Party has the necessary technical skills to manage and take responsibility for the provision [of the goods/ services/ works] requested from it, in accordance with the terms and conditions of this Contract and applicable law;

This **Contract**, which has been made and entered into, is governed by the following clauses:

Clause 1

Object of the Contract

1. This object of this Contract is to... [insert contract object], namely: [enter activities to be carried out within the scope of the Contract]:

Clause 2

Term

1. The Contract begins on the date of its signature and lasts for/until [insert months, days or accurate date].

2. The contract may be extended in accordance with the [define] terms.

Clause 3

Place of provision of services

Goods/ services are provided at [identify place]

Clause 4

Contract Manager

[designate] has been appointed to manage the implementation of the Contract.

Clause 5

Second Party's Obligations

1. Without prejudice to other obligations arising from applicable law, under this Contract, the following provision must be provided: [define] [or] the following products must be delivered: [identify the deliverables]

Product 1. Bid for ...

2. The delivery of products must comply with the following schedule: [insert work plan]

	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10
Product 1. Bid for ...	x									

Clause 6

Compliance

The Second Party shall be responsible for the technical quality of the object of the contract vis-à-vis the First Party and for making up for any deficiency in the delivered products.

Clause 7

Charges with trademarks, patents or intellectual or industrial property rights

The Second Party shall be liable for any costs arising from the use of trademarks, patents or registered licenses as well as intellectual or industrial property rights.

Clause 8

Property Rights

1. All products completed under this contract are the First Party's property, and the Second Party may not disclose or transcribe them, in part or in full.
2. The First Party also owns any potential copyrights.

Clause 9

Duty of confidentiality

1. The Second Party shall maintain confidentiality about the information and documentation, technical or non-technical, commercial or other, that it may become aware of under this procedure, or related to the execution of the Contract.
2. The information and documents covered by the duty of confidentiality may not be transmitted to third parties, nor may they be used in any way other than directly and solely for the contractual execution.
3. The Second Party shall ensure that third parties who make contributions in the performance of the provision of services subject to the Contract also comply with the duty of confidentiality.
4. Excluded from this duty of confidentiality are the information and documentation that are demonstrably in the public domain on the date they were obtained by the Second Party or that it is legally required to disclose, by law, for legal proceedings or at the request of regulatory or other competent administrative authorities.

Clause 10

Data Protection

1. Personal data transferred by the Second Party to the Contracting Entity under the contractual relationship shall be processed in strict compliance with the rules and standards established in Regulation (EU) 2016/679.
2. Any third-party personal data that must be transmitted to the Second Party, as they are essential to carry out the object of the contract, shall be processed by the Second Party in accordance with the previous paragraph.

Clause 11

Gender Equality and Human Rights

The Second Party undertakes to promote gender equality and respect for human rights in the execution of the contract, scrupulously avoiding any and all forms of discrimination in all activities to be carried out.

Clause 12

Environmental Protection

The Second Party undertakes to comply with the applicable law in the field of environment in all activities to be carried out for the execution of the contract.

Clause 13

Transparency

3. The Parties undertake to adopt the measures provided for by law and other appropriate measures to prevent conflicts of interest, irregularities, fraud, corruption, money laundering and terrorist financing, or other illegal activities in the execution of this protocol, and shall immediately notify the counterparty and the competent national authorities on all proven or suspected cases, as well as on the corresponding reaction measures taken or planned.
4. For the purposes of the preceding paragraph, there is a conflict of interest in the contractual performance when the impartial and objective exercise of one of the Parties, its agents or staff may be compromised.

Clause 14

Price

1. For the acquisition of the object of the Contract, as well as for the fulfilment of the other obligations defined in the Tender Specifications, the First Party shall pay the Second Party the amount of [currency]..... [numeric value e value in words] plus Value Added Tax (VAT) at the legal rate in force.
2. The amount provided for in the preceding paragraph includes all expenses necessary to fulfil the contract, namely expenses with insurance, travel, accommodation, food and other taxes due, other than VAT, there being no further amounts to be paid by the First Party.

Clause 15

Payment Terms

1. For payment purposes, invoices for the services carried out must be submitted [number] days before their due date.
2. If there is a disagreement regarding the invoice amounts, the First Party must notify the Second Party, in writing, of its reasons, where the latter is required to provide the necessary clarifications to issue a second corrected invoice.

Clause 16

Contractual Penalties (if applicable)

1. Should the Second Party fail to comply with the contractual obligations, the First Party may require the Second Party to pay a penalty of up to 5 % of the contract amount.
2. The right to apply penalties must be exercised by the First Party within 60 (sixty) days from the date of the event that gave rise to it.
3. The amount owed by the Second Party corresponding to the penalties shall be deducted, without further formalities, from the invoice payable on the date of application of the penalty.

Clause 17

Termination by the First Party

3. Without prejudice to other grounds for termination provided for by law, the First Party may

terminate the Contract, as a penalty, should the Second Party violate any of its obligations and is not able to remedy the failure or omission within [define] (extensive) days from the date it is notified to do so.

4. The right of termination referred to in the preceding paragraph is exercised by means of a statement sent to the Second Party and does not determine the repayment of instalments already paid, unless so defined by the First Party.

Clause 18

Termination by the Second Party

5. Without prejudice to other fundamentals of termination provided for by law, the Second Party may terminate the contract when any amount due to the latter is pending.
6. In the cases provided for in paragraph one above, the right of termination may be exercised by means of a statement sent to the First Party, unless it fulfils the obligations in arrears, within 60 (sixty) days, plus any interest arrears owed.
7. Contractual termination pursuant to the preceding paragraphs does not determine the return of the provisions already paid by the Second Party. However, all obligations under this Contract shall cease.

Clause 19

Competent Jurisdiction

The [identify competent court] Court shall have jurisdiction to resolve all disputes arising from the execution of this contract, with express waiver of any other.

Clause 20

Prevalence

1. The Tender Specification and the awarded bid are an integral part of the contract.
2. In case of doubt, the contractual text prevails, then the Tender Specification and lastly the awarded bid.

[Place, date]

[signatures]

ANNEX 8

STATEMENT

of qualification for the procedure [designate the procedure]

ACTION FINANCED BY THE EUROPEAN UNION

1 – [name, ID number and address], in the capacity of legal representative of [firm, Tax Identification Number e Head office], [tenderer/contractor] hereby solemnly declares that, under the procedure in question, that its represented party:

- a) Is not insolvent, under liquidation, dissolution, suspension of business activities, subject to any preventive means of asset liquidation or of any analogous situation, nor has a corresponding pending process, or, in the abovementioned situations, is covered by an insolvency plan under the law in force;
- b) It has not been convicted by a final judgement or final administrative decision for any of the following crimes, nor have the holders of its governing bodies, management bodies or board, when holding tenure, without having, in the meantime, undergone rehabilitation:
 - a. Terrorist activities, child labour or human trafficking;
 - b. Participating in a criminal organisation's activities, as defined in Article 2(1) of Joint Action No. 98/773/JAI of the Council;
 - c. Corruption, as determined in Article 3 of the Council Act of 26 May of 1997 and Article 3(1) of the Joint Action no. 98/742/JAI of the Council;
 - d. Fraud, as determined in Article 1 of the Convention on the Protection of the European Communities' Financial Interests;
 - e. Money laundering, as determined in Article 1 of Directive No. 91/308/EEC of the Council, of 10 June, on prevention of the use of the financial system for the purpose of money laundering;
 - f. False statements when providing the requested information as a participation condition in public procurement;
 - g. Establishment of entities with the intention of circumventing tax, social or other legal obligations mandatory in the jurisdiction of their registered office, central administration or place of main activity;
 - h. Harmful irregularity of the European Union's financial interests.
- c) Its social security contributions in [country] are settled;
- d) Its tax payments in [country] are settled;
- e) It did not, nor did the members of its governing bodies, management bodies or board, in any capacity, directly or indirectly, provide advantageous advice or technical support in the preparation and drafting of the procedure's parts in a way that could distort the normal competition conditions.

2 – The declarant annexes (or indicates the address of the website where they can be consulted) a **commercial registration certificate** or equivalent and **documents proving** the regularised contributions and tax payments, as per statements in **c)** and **d)**. ⁽²⁾

3 - The declarant is fully aware that providing false statements shall result in the forfeiture of the award and it represents a very serious infraction, which may lead to the application of the ancillary penalty of deprivation of the right to participate, as applicant or tenderer, or as a member of an applicant or tenderer group, in any procedure to be adopted for public procurement, without prejudice to the reporting to the competent entity for the purposes of criminal proceedings.

[Place, date]

Signature:

² Applicable to procedures starting at EUR 20 000.00, except when those documents demonstrably cannot be obtained or it is not possible to obtain them in a time frame suited to the procedure's deadlines. In this case, a document proving that the application has been submitted to the competent authorities may be used.