

**Aga Khan Rural Support Programme**

**Standard Conditions of Contract**

**for the**

**Purchase of Goods and Related Services**

***Supply Contract***

**between**

**Aga Khan Rural Support Programme (AKRSP)**

**- Contracting Authority / Client –**

**and**

***[Supplier’s Name]***

**- Supplier / Vendor -**

**Name of Contract:**

**Serial No.: *BD-06/24***

**Date:**

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| **Contract Conditions****Section A: Description and Details of the Contract** | | |
| 1.1 | This Agreement is made between the Aga Khan Rural Support Programme (AKRSP) – the Client - and as further specified in art. 1.4 and the Supplier as further specified in art. 1.6 below.  Whereas, the Supplier, has obtained a Purchase Order from the Client for providing the Goods as specified in art. 1.7 below as per quotations were called through national level advertisement.  Whereas, the Client has engaged the services of the Supplier upon the terms and conditions hereinafter set forth for the purposes of the task; and the Supplier accepts this engagement upon terms and conditions as specified in this supply contract between both parties.  Both parties agree that the Client shall pay material and delivery cost (Contract amount) as specified in art. 3.1 below.  Payments shall be made to as per the schedule specified in art. 3 subject to all applicable taxes.  *[Place and date]* | |
|  | SIGNATUREES For and on behalf of the Client*[name and position]*Aga Khan Rural Support Programme (AKRSP) | SIGNATUREES  For and on behalf of the Supplier *[name and position]* *[name of Supplier]* |

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| 1.2 | Name of Contract and Serial No.: | ***BD-06/24*** |
| 1.3 | Type of Contract: | *Lumpsum Contract* |
| 1.4 | Name of the Contracting Agency (CA) / Client: | Aga Khan Rural Support Programme (AKRSP) |
|  | 1.4.1 The Aga Khan Rural Support Programme (AKRSP) is a not-for-profit organization registered under section 42 of Companies Act, 2017. It works to improve the livelihoods of people living in the Gilgit-Baltistan and Chitral. AKRSP works in the fields of social organization, institutional development, resource development, natural resource management, infrastructure development and entrepreneurship and market development. | |
|  | 1.4.2 For notices, the Client address shall be: | Attention:  Street:  City:  ZIP Code:  Telephone:  E-mail address: |
| 1.5 | Client’s general responsibilities:  1.5.1 The Client shall designate a person mentioned in art. 1.4.2 to act as its representative on all matters pertaining to this Agreement and to facilitate the Supplier if any support is required.  1.5.2 The Client will verify and examine the equipment after successful delivery at the place(s) of destination as and in compliance with the date(s) of delivery as per art. 2.4.1. After successful testing as per art. 2.4.3.1 the Client will notify the Supplier in writing on the taking over of the Purchased Goods. In case installation services are required as per art. 2.4.2 the Client will declare taking over in writing after successful installation and testing as per art. 2.4.3.2. The notification may made through email too.  1.5.3 The Client will arrange and release the funds upon taking over of the purchased Goods and in accordance with the payment schedule after submission of the invoices by the vendor, according to art. 3.2. | |
| 1.6 | Name of the Supplier / Vendor: | *[Insert complete legal name of the Supplier / Vendor]* |
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|  |  | Attention: *[Insert full name of person, if applicable]*  Street Address: *[Insert street address and number]*  City: *[Insert name of city or town]*  ZIP Code: *[Insert postal ZIP code, if applicable]*  Telephone: *[Include telephone number, including city codes]*  E-mail address: *[Insert e-mail address, if applicable]* |
| 1.7 | Supplier’s general Responsibilities: | |
|  | 1.7.1 The Supplier shall always act to protect the interest of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic practices.  1.7.2 The Supplier shall furnish the client such information related to the services as the client may from time-to-time reasonably request.  1.7.3 The Supplier will not disclose any information, received from client to any third party unless the vender receives a written permission from the client to do so.  1.7.4 The Supplier shall supply all the Goods and Related Services included in the Description of Goods / Specifications of procurement (cf. Annex 2) or in case a variation order was issued in compliance with art. 4.8.2 of the Conditions of Tender (CoT) the Goods and Related Services specified in the Acceptance Letter (Annex 1.1) and in the Description of Goods (cf. Annex 2) in accordance with the Delivery and Completion Schedule as per art. 2.4. and | |
|  |  | in accordance with the agreed contract amount as per art. 3, |
|  | The quality of the Goods must be original/genuine and new as per the Description of Goods (cf. Annex 2). | |
|  | 1.7.5 The Supplier shall supply spare parts: | *yes or  no* |
|  | 1.7.6 Eligible Goods:  Goods and services from countries under embargo from Germany, the European Union, and / or the United Nations are not eligible. In addition, Goods and services from countries which are legally barred in the country of the contracting agency are not eligible. | |
| 1.8 | Contractual Law and Language   * + 1. The Law of the Contract is that of Pakistan.   1.8.2 The Language of the Contract is English. | |
| 1.9 | Documents constituting this contract and order of precedence: | |
|  | 1.9.1 The Contract is constituted by the following documents whose order equals the order of precedence in the event of a conflict between any of the enlisted documents:   1. Contract Conditions 2. Annexes consisting of 3. Acceptance Letter in the version issued by the Client towards the Supplier upon contract award (Annex 1.1) 4. Declaration of Undertaking (Annex 1.2) 5. Description of Goods (Annex 2) 6. Conditions of Tender (Annex 3) 7. Supplier’s Bid (Annex 4) | |
|  | 1.9.2 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. | |

# **Section B: Contract Period, Delivery and completion, Warranty and Liability**

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| 2.1 | Contract Period: | | |
|  | 2.1.1 Entry into force: | This contract enters into force upon the date of signing and latest by *[dd/mm/yyyy]* |
|  | 2.1.2 Contract duration: | The contract will expire on *[dd/mm/yyyy]*.  *or*  The contract duration is *[number of days/months].]* |
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| 2.2 | Price Escalation:  In case of a contract extension in accordance with art. 2.1.3 or an unavoidable increase of unit rates and upon mutual agreement between the Supplier and the Client unit prices can be subjected to adjustments to reflect any price fluctuations on basis of the official national inflation rate. | |
| 2.3 | Retention money: | *yes or  no* |
| 2.4 | Delivery and Completion | |
|  | 2.4.1 Date(s) of delivery and place(s) of destination: | The purchased goods shall be delivered to the following address(es) village ***Hassanabad*** according to the following schedule:  *e.g. item 1 within 20 (14) calendar days after entry into force as per art. 2.1.1.* |
|  | 2.4.2 Installation services | *yes*  The purchased goods shall be installed at no additional cost at the following address(es) **village Hassanabad**  according to the following schedule:  *item 1 within fourteen (14) calendar days after successful delivery,* |
| 2.4.3 Testing and taking over  The Client may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications as per the Description of Goods (cf. Annex 2) or are not eligible as per art. 1.7.6. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no additional cost to the Client and shall repeat the test and/or inspection (if applicable as per art. 2.4.3.2), at its own cost.  The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Client, nor the issue of any report pursuant to art. 2.4.3.2, shall release the Supplier from any warranties or other obligations under the Contract. | | |
|  | 2.4.3.1 In case of delivery only according to art. 2.4.1:  The Client will verify and examine the purchased goods immediately after delivery.  The Client will notify the Supplier immediately of any failures, malfunctions, deviations from the specifications as per Annex 2.  If requested by the Client, the Supplier will facilitate the Client’s relevant staff during the monitoring and examining of the equipment. | |
|  | 2.4.3.2 In case of delivery and installation services according to art. 2.4.1 and 2.4.2:  The inspections and tests shall be conducted at the Goods’ named place of destination and in accordance with the delivery dates as per art. 2.4.2.  The Supplier shall at its own expense and at no additional cost to the Client carry out all such tests and/or inspections of the purchased Goods and Related Services as per Annex 2 and provide the Client with a report of the results of any such test and/or inspection.  2.4.3.3 The Client will declare taking over in writing to the Supplier upon successful testing and / or inspection whatever is applicable. | |
| 2.5 | Transport, installation, and testing risk: | |
|  | 2.5.1 Transport risk:  The Supplier shall fully bear any transport risks until the Goods have been successfully delivered to the place of destination and in accordance with the delivery dates as per art. 2.4.1.  In case of loss or damage during transport the Supplier shall replace such Goods with genuine and new Goods within reasonable time at no additional cost to the Client. No second hand/used/refurbished or copies of the Goods will be accepted.  If the problem cannot be solved, the Supplier will be responsible for replacement of the equipment with a new branded good with the same specifications and same model or as agreed between the parties. | |
|  | 2.5.2 Testing risk:  In case of delivery only as per art. 2.4.1 the Supplier shall fully bear any risks during the test phase until the Goods have been successfully tested and were taken over by the Client.  In case of damage during testing: the Supplier shall replace such Goods or components with genuine and new Goods or components within reasonable time at no additional cost to the Client. No second hand/used/refurbished or copies of the Goods or components will be accepted.  In case of theft, damage, or breakage caused at the premises of or by the Client after delivery as per art. 2.4.1. but before taking over as per art. 2.4.3.2 the Supplier will not be held responsible. | |
|  | 2.5.3 Installation/testing risk:  In case of installation services according to art. 2.4.2 the Supplier shall fully bear any installation risks until the Goods have been successfully installed, tested and were taken over by the Client.  In case of damage during installation and/or testing: the Supplier shall replace such Goods or components with genuine and new Goods or components within reasonable time at no additional cost to the Client. No second hand/used/refurbished or copies of the Goods or components will be accepted.  In case of theft, damage, or breakage caused at the premises of or by the Client after delivery as per art. 2.4.1. but before taking over as per art. 2.4.3.2 the Supplier will not be held responsible. | |
| 2.6 | Warranty and Liability  2.6.1 Joint and Several Liability  If the Supplier is a JV all of its members shall be jointly and severally liable to the Client for the fulfilment of the provisions of the Contract. | |
|  | 2.6.2. Warranty period and claim process  The supplier will ensure one-year local warranty (including the manufacturer warranty incl. labour repair works) from the date of acceptance of Goods and taking over.  The Client will claim warranty for defects within the warranty period through written communication and will ensure the acceptance of warranty claim by the Supplier.  If applicable, the Client will ensure that the seal of the purchased good was not broken before claiming the warranty. A broken seal will void the warranty.  All repairs/replacement of parts/components will be made with genuine and new parts. No second hand/used/refurbished or copies of the parts will be accepted.  If the problem cannot be solved, the Supplier will be responsible for replacement of the equipment with a new branded good with the same specifications and same model or as agreed between the parties.  If applicable, any damage or loss to data will not be covered under the warranty. Any problem associated with software will not be covered under this warranty.  Theft, damage, or breakage caused by the Client will not be covered under this warranty. | |
|  | 2.6.3 Exclusion of consequential damages  The aggregate liability of the Supplier to the Client, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Amount as per art. 3.1, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement. | |

# **Section C: Contract Value, Payment Terms, and Penalties**

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| 3.1 | Contract amount: | *[…]* PKR |
| 3.2 | Payment regime of Contract: | Payments shall be issued through  crossed cheques  on written request of the Supplier. Cheques shall be prepared in name of the Supplier. Payment(s) shall be subject to deduction of all taxes as required by applicable laws in Pakistan. |
|  | 3.2.1 Advance payment: | *no* |
|  | 3.2.2 Advance Payment Guarantee: | *no* |
|  | 3.2.3 Interim payment(s): | *no* |
|  | 3.2.4 Final payment: | yes  *100%* of total Contract amount as final payment, payable within *15 days* days after taking over of all Purchased Goods by the Client and against an original final invoice incl. detailed adjustments and banking details. |
| 3.3 | Taxes  The Supplier shall pay all taxes, duties, fees, and other impositions as may be levied under the applicable Law, the amount of which is deemed to have been included in the contract price. In case of any exemption from tax deduction, it shall be responsibility of the supplier to present appropriate documentary evidence for such exemption prior to payment(s). | |
| 3.4 | Penalty / Liquidated damages | *yes*  If the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery as per art. 2.4.1 or to perform the Installation services (if applicable as per art. 2.4.2) within the period(s) specified thereunder, the Client may deduct ***0.5%***% of the aggregate price of the delayed Goods or unperformed Services for each five days of delay until actual delivery or performance.  The maximum penalty amount shall be: ***10*%** of the total Contract Amount as per art. 3.1. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to art. 4.1. |
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# **Section D: Suspension and Contract Termination**

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| 4.1 | Suspension:  The Client may, by written notice of suspension to the Supplier, suspend all payments to the Supplier hereunder for failure to perform any of its obligations under this contract, provided that such notice of suspension shall specify the nature of the failure, and shall request the Supplier to remedy such failure within a period not exceeding twenty-one (21) calendar days after receipt by the Supplier of any such notice. |
| 4.2 | Termination:  Both parties may terminate the Contract by giving not less than fourteen (14) days' written notice. |
|  | 4.2.1 Termination by the Client:  4.2.1.1 Termination for Default  The Client may terminate the Contract in whole or in part if (i) the Supplier fails to deliver any or all of the Goods in accordance with the specifics of art. 2.4, or (ii) if the Supplier fails to perform any other obligation under the Contract that warrants a contract termination.  In the event the Client terminates the Contract in whole or in part for default, the Client may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Client for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.  In case of penalties as per art. 3.4 the Client may terminate the Contract if the maximum penalty amount has been withheld for failure of the Supplier to deliver the Goods and Related Services as contracted.  4.2.1.2 Donor Contract Termination:  The Client may at any time terminate the Contract if the underlying financing contract with the KfW is terminated. The notice of termination shall specify that termination is because of donor contract termination, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.  The Goods that are complete and ready for delivery within fourteen (14) days after the Supplier’s receipt of notice of termination shall be accepted by the Client at the Contract terms and prices. Delivery of the remaining Goods will be cancelled, and the Supplier will be paid an agreed amount for partially completed Goods and Related Services previously procured by the Supplier. |
|  | 4.2.1.3 If a Force Majeure situation as per art. 5.10 prevents the fulfilment of the Contract for a period of more than thirty (30) days, the Client is entitled to a contract termination. |
|  | 4.2.2 Termination by the Supplier:  4.2.2.1 The Supplier may terminate the Contract in whole or in part if (i) the Client fails to release the funds as per art. 3.2 within sixty (60) days after having declared taking over, or (ii) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five days or such longer period as the Supplier may have subsequently approved in writing, following receipt by the Client of the Supplier’s notice specifying such breach. |
|  | 4.2.2.2 If a Force Majeure situation as per art. 5.10 prevents the fulfilment of the Contract for a period of more than sixty (60) days, the Supplier is entitled to a contract termination. |
|  | 4.2.3 Termination Procedure:  Upon termination of the Contract or giving notice thereof, the Supplier shall take immediate steps to bring the Services to a close in a prompt and orderly manner and to reduce expenditures to a minimum. The Client shall determine the settlement/payment/refund of Supplier’s fees in consultation with the Supplier. |

# **Section E: Standard Terms and Conditions**

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| 5.1 | Any variation of the terms and conditions of the contract must be agreed in advance and in writing between the Supplier and the Client. |
| 5.2 | If the tasks defined in the Contract are not fulfilled to the satisfaction of the Client within the requested time limit, the Client reserves the right to recuperate any funds already paid and to withhold any future payments until completion of all tasks to the satisfaction of the Client. |
| 5.3 | The Supplier has no right to sub-contract work under this contract unless subcontracting is allowed according to art. 2.1.2 of the Conditions of Tender the Supplier has already declared so in his bid or unless expressively stated/approved in writing by the Client. The Supplier shall be solely responsible for deliverables at agreed timelines as per this contract and the Client shall not consider the delays caused by any means e.g., sub-contracting. |
| 5.4 | This Contract is issued based on a project agreement between the KfW Development Bank (KfW) and the Client. Timing of payments by the Client may be contingent upon the receipt of funds from the KfW or termination of contract if impacted by any problems in flow of funds from the KfW due to unseen reasons. |
| 5.5 | Relationship between the parties:  The documents constituting the Supply Contract do not imply an offer of employment as the Client’s staff (regular, temporary, or otherwise). The Client does not accept any liability for acts of third parties, accident, sickness, or losses of any kind, however caused, arising in the course of or from the performance of the Contract. The Supplier is advised to take out whatever insurance is appropriate to cover such risks and contingencies. The Client shall not be responsible for any risk coverage costs or damages associated with humans or materials of the Supplier employed for the purpose of this Contract. |
| 5.6 | Intellectual Property Right:  All legal rights in works in connection with the contract shall vest in the Client. The Supplier recognizes that such rights include, but not limited to, intellectual property, copyrights and other rights are rests with the Client. |
| 5.7 | Confidentiality:  All equipment shall be open and available for user and donor inspection through KfW. Where circumstances reasonably require confidentiality, any information can be specified as confidential by the Client and the Supplier responsible for the confidentiality of the whole or partial e.g., bar codes, serial numbers etc. of the equipment. |

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| 5.8 | Contractual Ethics:  No fees, gratuities, rebates, gifts, commissions, or other payments, other than those shown in the agreement, have been given or received in connection with the selection process or in the contract execution. | |
| 5.9 | Notices and Requests:  Any notice or request required or permitted to be given or made under this Contract shall be in writing in the English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, emailed, or faxed to the party to which it is required to be given or made at such party's address through official email address, registered post or courier specified in this contract. | |
| 5.10 | Force Majeure:  5.10.1 For the purposes of this contract, “Force Majeure” means an event which is beyond the reasonable control of a contract party, is not foreseeable, is unavoidable, and makes a party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, included, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by the Government agencies.  Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.  5.10.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.  5.10.3 During a Force Majeure situation the execution of the contract may be suspended in which case the Supplier shall not be liable for forfeiture of its Performance Security, penalites, or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an such situation. | |
| 5.11 | Supplier complaint management: | Any complaints shall be addressed in writing to Manager Procurement through email; [procurement\_akrsppk@akdn.org](mailto:procurement_akrsppk@akdn.org). The complaint will be addressed according to the AKRSP Procurement Policy Complaint Addressing Clause. |
| 5.12 | Resolution of Disputes / Arbitration Procedure:  5.12.1 The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.  5.12.2 Any dispute or difference arising out of the agreement which cannot be settled amicably within thirty (30) days after receipt by one party of the other party’s request for such amiable settlement may be submitted by either party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and of the Rules made thereunder as amended from time to time. The venue of arbitration shall be in Pakistan Gilgit-Baltistan.  5.12.3 Services under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the client shall be withheld on account of such proceedings. | |
| 5.13 | Inspections and Audit by the KfW:  The Supplier shall permit the KfW and/or persons appointed by the KfW to inspect all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the KfW if requested by the KfW. | |

# **Annexes**

# **Annex 1 – Formal Documents**

# **Annex 1.1 - Acceptance Letter**

*[When the contract will be finalized after successful contract award: Insert here the Acceptance Letter in the version issued by the Client towards the Supplier upon contract award.]*

# **Annex 1.2 - Declaration of Undertaking**

Reference name of the Application/Offer/Contract: ("Contract")

To: ("Project Executing Agency")

* 1. We recognise and accept that KfW only finances projects of the Project Executing Agency (“PEA”) subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
  2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:

2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;

2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;

2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU’s financial interests (in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction);

2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (contractors based in Annex 1 countries (https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity;

2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website http://www.worldbank.org/debarr or respectively on the relevant list of any other multilateral development bank (in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction); or

2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.

* 1. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;

3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;

3.5) in the case of procurement of Works, Plant or Goods:

* 1. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
  2. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
  3. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
  4. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
  5. In the context of the Tender Process and performance of the corresponding Contract:

6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

* 1. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
  2. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: In the capacity of:

Duly empowered to sign in the name and on behalf of :

Signature: Dated:

# **Appendix 1**

# **Declaration of tax conformity – binding confirmation for legal persons**

Name of company

I hereby confirm with my signature that:

1. I am authorised to make this declaration on behalf of the above company;

2. the company properly pays all taxes in accordance with the tax laws of the country in which the company is domiciled;

3. the company is not currently nor has been in the past involved in any legal proceedings concerning the taxation of the company;

4. the company will duly pay taxes that may arise from the provision of contracted services;

5. all information and statements provided in advance are complete, accurate in terms of content and currently correct.

.............................. ................... .......................................................

(Place) (Date) (Name of the consultant)

....................................................... (Signature(s))

# **Appendix 1**

# **Declaration of tax conformity – binding confirmation for natural persons**

I hereby confirm with my signature that:

1. I make this declaration in my name/on my own account;

2. I duly pay taxes that I am obliged to pay under the tax law of my country of residence;

3. I am not currently involved in tax law court proceedings, nor have I been in the past;

4. I will duly pay taxes that may arise from the provision of contracted

5. services;

I have filled in all the information and statements of this confirmation in full, accurately in terms of content and that they are up to date at this time.

.............................. ................... .......................................................

(Place) (Date) (Name of the person)

....................................................... (Signature)

# **Annex 2 - Description of Goods**

*[When the contract will be finalized after successful contract award: Insert here the Description of Goods in the version issued by the Client towards the Bidders.]*

# **Annex 3 – Conditions of Tender**

*[When the contract will be finalized after successful contract award: Insert here the Conditions of Tender in the version issued by the Client towards the Bidders.]*

# **Annex 4 – Supplier’s Bid**

*[When the contract will be finalized after successful contract award: Insert here the Supplier’s Bid in the version submitted by the Supplier before closing of the submission deadline.]*