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Annex [F]

Procurement provisions for use by Non-Governmental Organisations (NGOs) in the context of Sida-financed Project/Core Activities (Sida's Procurement Provisions)

1. General principles

Open and fair competition is the foundation for sound procurement. When financing Project/Core Activities Sida requires accountability, efficiency and that procurement decisions are based on commercial grounds only. This will affect the choice of procurement method and the documents and procedures that are used.

Sida therefore requires its Cooperation Partners, in all appropriate cases, to undertake the procurement of goods and services through competitive tendering procedures in accordance with the rules outlined in these Procurement Provisions.

If the implementation of a Project/programme requires procurement by the Cooperation Partner or the Implementing Partner (the Contracting Party), the contract must be awarded to the tenderer with the best value for money (i.e. the most economically advantageous tender offering the best price-quality ratio, or, as appropriate, the tender offering the best price or cost, see Section 3.4).

Contracts must be awarded in accordance with the principles of **transparency**[1], **equal treatment and non-discrimination**[2], **proportionality**[3] and **fair competition**[4] avoiding any **conflicts of interest**[5].

The Contracting Party shall always respect the following basic principles:

- Where the Contracting Party does not launch an open tender procedure, it shall justify the choice of tenderers that are invited to submit an offer.
- Contracts must not be split artificially to circumvent procurement thresholds.
- The Contracting Party shall ensure that awarded tenderer possess the necessary economic and financial as well as technical and professional capacity to perform for the entire contract.
- The Contracting Party shall ensure that the tender meets the mandatory requirements/selection criteria laid out in the tender documents.
- The Contracting Party shall evaluate the offers received against objective criteria laid out in the tender documents which enable measuring the quality of the tenders (if applicable) and which take into account the price (the tender with the lowest price shall be awarded the highest score for the price criterion).
- The Contracting Party shall keep sufficient and appropriate documentation with regard to the procedures applied and which justify the decision on the pre-selection of tenderers (where an open procedure is not used) and the award decision.

To this end, the Contracting Party must comply with the rules set out in sections 3 to 7 below. These lay down the minimum procedures to be followed and it is not precluded that other procedures offering more competition are utilised. If these rules are correctly followed the principles above will be deemed complied with.

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[1] The Contracting Party should ensure openness and clarity in all stages of the procurement of goods and services. This obligation consists in ensuring, for the benefit of any potential tenderer, a degree of advertising sufficient to enable the market to be opened up to competition and the impartiality of procurement procedures to be reviewed.

[2] All interested parties should be treated in the same way, meaning that all tenderers must be afforded equal opportunities when formulating their tenders, which therefore implies that the tenders of all competitors must be subject to the same conditions.

[3] This principle requires that measures adopted by the Contracting Party do not exceed the limits of what is appropriate and necessary in order to attain the objectives pursued and that where there is a choice between several appropriate measures recourse must be had to the least onerous.

[4] Procurement should be carried out by competition, unless there are justified reasons to the contrary. Increased competition is also in the interest of the Contracting Party itself, which will have thus greater choice as to the tender which is the most advantageous and the most suited to the needs of the Contracting Party.

[5] The situation of conflict of interest applies to persons in charge of the procurement procedure as well as to persons involved in the opening and evaluation phases. A conflict of interest may arise where, for instance, a member of the evaluation committee or someone in the Contracting Party or others involved in the procedure grant themselves, or others, unjustified direct or indirect advantages by influencing the outcome.

Sida has reserved the right to carry out *ex post* checks on the Contracting Party's compliance with these rules. Failure to comply with these rules would render the related expenditure ineligible for Sida funding.

The provisions of this Annex apply *mutatis mutandis* to contracts concluded by the Cooperation Partner's Implementing Partner for the implementation of the Project/Core Activities.

2. Procurement procedures

Apart from in exceptional circumstances as provided in section 6 below, competitive tendering must be used when awarding contracts. The purpose is twofold: to ensure that operations comply with the awarding principles; and to obtain the quality of services or supplies (goods) wanted, at the best possible price.

2.1 The four procurement procedures:

There are four (4) procurements procedures available depending on maximum budget for/value of the contract in question. Each procedure provides for differing degrees of competition:

(i) **Open procedure**

In the open procedure (international or local), all economic operators may submit a tender.

Any natural or legal person wishing to tender may ask to receive the tender documents in accordance with the procedures specified in the contract notice. The tenders are examined, the eligibility (including grounds for exclusion) and the financial, economic, technical and professional capacity of the tenderers are checked to arrive at a selection. The tenders are assessed to ensure they meet the requirements, the tender is evaluated according set criteria and the contract is awarded. No negotiation is allowed.

(ii) **Restricted procedure**

In the restricted procedure, all economic operators may ask to submit a tender but only those who satisfy the selection criteria may be invited to do so.

The selection criteria and the tasks to be undertaken are described in the published contract notice. A 'long list' of all the candidates replying to the notice is cut down to a shortlist of the best qualified, on the basis of their replies. At the shortlisting stage, before the list is approved by the evaluation committee, the Contracting Party shall

check that none of the candidates or their partners is in exclusion situation (see Section 3.2).

The Contracting Party sends the tender documents to the shortlisted candidates. To ensure fair competition, tenders must be submitted by the same service provider or consortium which requested to tender, which was shortlisted and to which the invitation to tender was addressed. No changes to the identity or composition of the tenderer are permitted, unless good reasons have been given and the Contracting Party has given its prior approval in writing. If deemed necessary the evaluation committee may be consulted.

Once the tenders have been analysed, they are compared and the successful tenderer is chosen. No negotiation is allowed.

(iii) Simplified procedure

Under the simplified procedure, the Contracting Party invites at least three (3) candidates of its choice to submit tenders. The evaluation (including the use of an evaluation committee) and the award of the contract follow the rules of the open procedure.

(iv) Negotiated procedure

The Contracting Party may decide to use a negotiated procedure on the basis of a single tender. For all negotiated procedures, a negotiation report must be produced, explaining how participant(s) in the negotiations were chosen, how they met the selection criteria, how was the price set, and the grounds for the award decision.

2.2 The Procurement Process

The procurement process under open and restrictive procedures normally involves the following steps:

1) Preparation of Terms of Reference (ToR) by defining the scope, objectives and deliverables, as well as determining the selection method and evaluation basis to be followed;
2) Preparation of cost estimate and the budget;
3) Preparation of the complete tender documents normally comprising:
    a. Invitation to tender/tender documents,
    b. Instructions to tenderers/contract notice,
    c. Terms of Reference (ToR),
    d. Draft contract;

4) Advertising and/or the preparation of a shortlist of qualified firms (which varies with the selection method chosen);
5) Receipt and the formal opening of tenders according to Section 4;
6) Ensuring that the tenderer and their tenders fulfil the mandatory requirements/selection criteria;
7) Evaluation of the technical elements;
8) Evaluation of the financial elements;
9) Preparation of complete tender evaluation report;
10) Award of contract to the selected supplier.

When simplified or negotiated procedure is used, some of the steps listed above process are not needed

3. Eligibility for contracts

3.1 Nationality

Participation in tender procedures administered by the Contracting Party is open on equal terms to all natural and legal persons irrespective of nationality.

3.2 Grounds for exclusion from participation in procurement

Candidates or tenderers will be excluded from taking part in a procurement procedure if:

(1) it is bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;

(2) it has been established by a final judgment or a final administrative decision that the candidate/tenderer is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the candidate/tenderer belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes a 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 selection criteria or in the performance of a contract;

ii) entering into agreement with other economic operators with the aim of distorting competition;

iii) violating intellectual property rights;

iv) attempting to influence the decision-making process of the Contracting Party during the procurement procedure; or

v) attempting to obtain confidential information that may confer upon it undue advantages in the procurement procedure;

(3) it has been established by a final judgment or a final administrative decision that the candidate/tenderer is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;

(4) it has been established by a final judgment that they, or persons having powers of representation, decision making control over them, is guilty of any of the following fraud, corruption, involvement in a criminal organisation, money laundering, terrorist financing, child labour (or any other forms of trafficking in human beings) or any other illegal activity detrimental to Sweden's or Sida's interests;

(5) the tenderer has shown significant deficiencies in complying with main obligations in the performance of a contract financed by Sida or the Contracting Party, which has led to the early termination of a legal commitment or to the application of liquidated damages or other contractual penalties or which has been discovered following checks and audits or investigations; or

(6) they, their subsidiary, another company belonging to the same group of companies, a consortium partner or other affiliate is found on the list of EU restrictive measures. The lists of persons, groups, entities subject to the EU restrictive measures are published on the following website: www.sanctionsmap.eu.

Candidates or tenderers must certify on honour in their tenders that they are not in any of the situations listed above.

Points (1) to (3) do not apply to the purchase of supplies on particularly advantageous terms from either a supplier which is definitely winding up its business activities, or the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law.

3.3 Selection criteria

The Contracting Party shall draw up clear and non-discriminatory selection criteria for the purpose of assessing that the candidate/tenderer has sufficient financial, economic, technical and professional capacity to implement the tasks of the contract. The chosen criteria shall be proportionate and may not go beyond the scope of the contract.

For contracts divided into lots, different minimum levels of capacity can be set for each lot. Additional levels of capacity can be added for the case several lots are awarded to the same tenderer.

The Contracting Party shall seek to enhance the quality of shortlisted suppliers/consortia rather than merely seeking to shortlist suppliers/consortia that have the biggest project references, e.g. reference to the number of projects presented above the value of the contract being procured should be avoided. Rather, the pertinence of experience should be advantaged, e.g. in the technical area and/or in similar environments.

When deciding on the appropriate criteria, the Contracting Party must consider whether compliance can be proved and should, for instance, consider what type of documentary evidence the tenderer may submit as proof. The selection criteria must be specified in the contract notice/tender documents to tenderers and applied by the Contracting Party without modification unless a correction has been published.

The contract notice shall clarify how each selection criterion will be assessed in the case of application submitted by a consortium. For instance, some criteria aiming at assessing the financial and economic capacity might not be checked on the basis of aggregate values but are rather to be met by each member of a consortium.

Apart from in negotiated procedures, the candidates/tenderers shall be asked to indicate in the application form or tender submission form their economic, financial, professional and technical capacity in accordance with the mandatory requirements laid down in the tender documents.

For service procedures, except for negotiated procedures, whereas the documents supporting professional and technical capacity shall be submitted by all the tenderers together with the tender, only successful tenderers have to supply proof documents (or

a declaration on honour) to support the economic and financial capacity before the award of the contract.

For supply (goods) procedures, except for negotiated procedures, only successful tenderers have to supply proof documents (or a declaration on honour) to support the information submitted in the tender before the award of the contract.

A candidate/tenderer may, where appropriate and for a particular contract, rely on the capacity of other entities, regardless of the legal nature of the links which it has with them. The Contracting Party shall verify whether the entities on whose capacity the economic operator intends to rely and the envisaged subcontractors, when subcontracting represents a significant part of the contract, fulfil the relevant selection criteria.

(i) Economic and financial capacity

To ensure that economic operators possess the necessary economic and financial capacity to perform the contract, the Contracting Party should require in the procurement documents that:

(a) economic operators have a certain minimum yearly turnover (not exceeding two times the estimated annual contract value, except in duly justified cases linked to the nature of the purchase), including a certain minimum turnover in the area covered by the contract;

(b) economic operators provide information on their annual accounts showing ratios between assets and liability; and/or

(c) economic operators provide an appropriate level of professional risk indemnity insurance.

The Contracting Party shall define in the procurement documents the evidence to be provided by an economic operator to demonstrate its economic and financial capacity.

(ii) Technical and professional capacity

The Contracting Party shall define in the procurement documents the evidence to be provided by an economic operator to demonstrate its technical and professional capacity. It may request one or more of the following documents:

(a) for supplies requiring siting or installation operations or services, the educational and professional qualifications, skills, experience and expertise of the persons responsible for performance;

(b) a list of the principal services provided and supplies delivered in the past three (3) years, with the nature of the services, the sums, dates and clients, public or private, accompanied upon request by statements (references) issued by the clients, with a description providing sufficient details on their relevance to the selection criteria;

(c) a description of the technical facilities, equipment, accreditations and means available to the economic operator to for ensuring quality;

(d) an indication of the environmental management measures that the economic operator will be able to apply when performing the contract.

3.4 Award Criteria

Contracts are awarded on the basis of the most economically advantageous tender established in the tender documents in one of the following two ways:

(i) according to the ***best price-quality ratio***, in which case the Contracting Party takes into account the price and other quality criteria linked to the subject matter of the contract, and apply a weighting formula;

Quality criteria may include elements such as technical merit, aesthetic and functional characteristics, accessibility, design for all users, social, environmental and innovative characteristics, production, provision and trading process and any other specific process at any stage of their life cycle, organisation of the staff assigned to performing the contract, after-sales service, technical assistance or delivery conditions such as delivery date, delivery process and delivery period or period of completion.

The Contracting Party may lay down minimum levels of quality. Tenders below those levels of quality shall be rejected.

(ii) according to the ***best price or cost***[6], provided the tender satisfies the minimum requirements laid down in the tender documents.

The criteria must be precise, non-discriminatory and not prejudicial to fair competition.

In the tender procedure a firm distinction between selection and award criteria should be made, in particular when preparing the tender specifications and when tenders are

[6] Cost means analysing the cost-efficiency of the procurement such as the costs for the entire lifecycle of the procured goods or services.

evaluated in order to avoid any legal uncertainty with regard to the conditions of the award of the contract.

At the stage of evaluation of award criteria, the Contracting Party can no longer review the capacity or ability of the tenderers as already assessed during the selection phase. Only the technical and financial offers must be evaluated at this stage by reference to the award criteria which are to be directly related to the tender specifications in order to assess the intrinsic quality of the offer and which may not relate to the capacity of the tenderer.

3.5 Exclusion from award of contracts

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

(a) are subject to a conflict of interests[7];

(b) are guilty of misrepresentation in supplying the information required by the Contracting Party as a condition of participation in the contract procedure or a failure to supply this information or

(c) where the Contracting Party determines that there are grounds for exclusion according to Section 3.2.

4. Common procurement rules

The tender documents shall be drafted so as to permit and encourage the widest possible competition. They shall clearly define the scope of goods and services to be supplied, the rights and obligations of the purchaser and of suppliers, and the conditions to be met in order for a tender to be declared substantially suitable, and they shall set out fair and non-discriminatory criteria for selecting the winning tender.

Use of standards and technical specifications in tender documents shall promote and allow the broadest possible competition, while ensuring the performance or other requirements for the goods and/or services in the procurement.

Procurement documentation, including all published procurement notices, shall be prepared in the English language and, if deemed necessary and agreed in advance with Sida, another language.

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[7] A Contracting Party may conclude that an economic operator does not possess the required professional capacity to perform the contract to an appropriate quality standard where the Contracting Party has established that the economic operator has conflicting interests which may negatively affect its performance.

The time-limits for tenders must be long enough to give interested parties a reasonable and appropriate period to prepare and submit their tenders. The following minimum time limits apply from the date of publication:

a)	Open procedure	30 days
b)	Restrictive procedure	30 days
c)	Simplified procedure	15 days

For large and complex contracts, the time limits should be extended considerably, normally to not less than 90 days.

Any tenders received after the closing time for submission shall be returned unopened.

The procurement process is confidential from the time of receipt and opening of tenders to the notification of the award.

The period of validity of the tender shall be specified in the tender documents and be sufficient to enable the Contracting Party to complete the evaluation of tenders and conclude a contract with the successful tenderer.

The tender documents shall be made available (preferably accessible electronically or via email) and no fee may be charged to obtain them. Tenders shall always be submitted in writing.

Tenders shall be opened as soon as possible after the tender submission deadline. The tender opening shall be attended by a committee of at least two (2) officials. The received tenders and the total price for each tender shall be recorded in a tender opening form. The tender opening form shall be signed by both officials.

An evaluation committee must be set up to evaluate tenders on the basis of the exclusion, selection and award criteria published by the Contracting Party in advance in the tender documents. This committee must have an odd number of members, at least three (3), with all the technical and administrative capacities necessary to give an informed opinion on the tenders. The Contracting Party shall have a clear chain of authority which ensures that decisions in the procurement are taken at the appropriate levels of the Contracting Party's organisation.

All communication with individual tenderers during a procurement procedure is prohibited where it may risk giving an unfair advantage. Tenderers shall have the right to seek clarifications in writing on any aspect of the tender documents and receive responses from the Contracting Party in good time before the deadline for submission of tenderers, normally not less than six (6) days prior to the deadline. The responses prepared by the Contracting Party shall be sent to all economic operators that have received the tender documents at the same time and without disclosing the names of the prospective tenderers. If the tender documents have been published on an electronic tender portal or similar, all requests for clarification and responses shall be published there to ensure that all tenderers get access to the same information at the same time.

The Contracting Party shall send a notice on the contract award decision to all tenderers at the same time. The Contracting Party shall justify without undue delay the contract award in writing to tenderers that request more detailed information (such as the tender evaluation report).

Withdrawal or cancelling of the contract notice/rejection of all tenders shall only be done in exceptional circumstances. It may be justified when there is a lack of effective competition, where the budget is extensively exceeded, or where there is a lack of suitable tenders. The Contracting Party shall send notice of withdrawal or cancelling of the contract/rejection of all tenders to all participating tenderers at the same time.

The Contracting Party shall keep sufficient and appropriate documentation with regard to the procedures applied and which justify the decision on the pre-selection of tenderers (where an open procedure is not used) and the award decision. Subject to the Contracting Party's legislation on access to documents, written records of the entire procurement procedure must be kept confidential and kept by the Contracting Party for the following periods:

- Unsuccessful tenders have to be kept for five (5) years from the tender submission deadline.
- Contractual and procurement documents have to be kept for a minimum of seven (7) years from the expiry date of the contract and the date of the contract award respectively. Documents to be conserved include all the tender documents, the originals of all tenders, the tender evaluation form and any related correspondence.

The sustainable use of natural resources and the protection of the environment belong to the fundamental objectives of Swedish development cooperation. The Contracting Party shall when procuring and wherever it is motivated take into account environmentally-sound products and/or services when devising critera and requirements.

Sida requires its Cooperation Partners and it's Implementing Partners to respect and safeguard human rights as defined in the following Conventions of International Labour Standards of ILO (International Labour Organisation): Freedom of Association and Protection of the Right to Organize Convention, (No. 87 and 98), Forced Labour Convention, (No. 29 and 105), Minimum Age Convention, (No. 138 and 182), Equal Remuneration Convention, (No. 100 and 111). The Contracting Party shall require and review compliance with these standards in its procurements to the greatest extent possible.

5. Specific rules for procurement of service and supply of goods contracts

5.1 Valuation of Contracts and Thresholds

For the purpose of determining the applicable procurement method, the Contracting Party shall ensure that the estimation of the contract value is made correctly and cover all costs related to the specific contract, whether it is a so called "one-off" contract or a contract for a certain period of time. Any form of options and extensions of the contract shall be included when estimating the contract value.

No procurement requirement for a given quantity or input of a contract may be artificially split-up with the intention of avoiding the application of a formal procurement method.

5.2 Contracts from € 300 000 and above

Contracts from € 300 000 and above must be awarded by means of an international open or restricted procedure following publication of a procurement notice.

The procurement notice is to be published in all appropriate media. This means on the Contracting Party´s web site, in the international press and the national press of the country in which the Project/Core Activities are being carried out, or in other specialist periodicals. The contract notice should be published in one or more of the following publications; publication in the UN publication Development Business, the Tenders Electronic Daily (TED) of the Official Journal of the European Communities, and the OECD DAC´s Internet Procurement Bulletin Board or equivalent.

In the restricted procedure, the contract notice must state the number of candidates which will be invited to submit tenders within a range of four to eight candidates, and must be sufficient to ensure genuine competition.

In an open tender procedure, all would-be tenderers fulfilling the eligibility requirements referred to in section 3 may take part but in a restricted procedure only candidates satisfying the published selection criteria and invited in writing by the Contracting Party may submit a tender.

5.3 Contracts of less than € 300 000 but more than € 60 000

Such contracts may be awarded by means of a simplified procedure without publication, in which the Contracting Party consults at least three (3) suppliers of its choice and negotiates the terms of the contract with one or more of them.

5.4 Contracts of € 60 000 or less

For services of a value of € 60 000 or less, the negotiated procedure as per section 6 may be used, while respecting the rules and principles laid down in sections 1, 2 and 3.

6. Use of negotiated procedure

The Contracting Party may decide to use a negotiated procedure on the basis of a single tender (see Section 2.1 (iv)) when the contract does not exceed € 60 000 or in the following exceptional and duly justified cases:

(a) for the purposes of humanitarian aid and civil protection operations or for crisis management aid. Crisis situations may be invoked only when they have been formally recognised by Sida. Sida will inform the Contracting Party if a crisis situation has been declared and the period for which the declaration will be in force.

(b) in extreme urgency not attributable to the Contracting Party, following approval by Sida;

(c) in which contracts extend on-going activities:

  (i) not included in the main service contract which have become necessary to perform the contract for unforeseen circumstances, and provided that the additional services cannot be technically and economically separated from the main contract without serious inconvenience for the Contracting Party and the aggregate amount of additional services does not exceed 50% of the value of the principal contract; or,

  (ii) which consist in the repetition of similar services entrusted to the supplier providing services under the main contract, provided that:

    (1) a contract notice was published for the first service and the possibility of using the negotiated procedure for new services for the

Project/Programme and the estimated cost were clearly indicated in the contract notice published for the first service; and

(2) the extension of the contract for a value and duration not exceeding the value and the duration of the main contract.

(d) for additional deliveries by the original supplier intended either as a partial replacement of normal supplies or installations or as the extension of existing supplies or installations, where a change of supplier would oblige the Contracting Party to acquire equipment having different technical characteristics which would result in either incompatibility or disproportionate technical difficulties in operation and maintenance;

(e) in which the tender procedure has been unsuccessful, that is where no qualitatively and/or financially worthwhile tender has been received. In such cases, after cancelling the tender procedure, the Contracting Party may negotiate with one or more tenderers of its choice, from among those that took part in the tender procedure, provided that the initial terms of the tender procedure are not substantially altered;

(f) where, for technical reasons, or for reasons connected with the protection of exclusive rights, the contract can be awarded only to a particular service provider;

(g) where warranted by the nature or particular characteristics of the supplies, for example, where performance of the contract is exclusively reserved for the holders of patents or licences to use patents;

(h) for contracts declared to be secret, or for contracts whose performance must be accompanied by special security measures or when the protection of the essential interests of Sweden/Sida or the partner country so requires;

(i) for contracts in respect of supplies quoted and purchased on a commodity market;

(j) for contracts in respect of purchases on particularly advantageous terms, either from a supplier which is definitively winding up its business activities, or from the receivers or liquidators of a bankruptcy, an arrangement with creditors, or a similar procedure under national law;

(k) where a new contract has to be concluded after early termination of an existing contract. Such a decision has to be substantiated by reason of non-performance by the supplier or by reasons for termination similar to grounds for exclusion as mentioned under section 3.2;

(l) for contracts for legal representation, advice or other legal services including support regarding potential legal, arbitration or conciliation proceedings.

7. Contracts

Unless otherwise agreed, all contracts shall be concluded directly between the Contracting Party and the selected supplier. The Contracting Party may use appropriate international contract models for the delivery of goods and services, such as the World Bank's or EU's sample contracts for procurement of goods and services.

7.1 Modifying or amending a contract

A contract can be amended through an addendum under the conditions provided for in the contract itself. No changes to the contract may alter the award conditions prevailing at the time the contract was awarded.

A contract, a framework contract or a specific contract under a framework contract can be modified by means of simple addendum, with no need to undertake a negotiated procedure, in the following cases, provided the modification does not alter the subject matter of the contract or framework contract:

a) where the value of modifications is below the following thresholds:

(i) EUR 300 000 for service and supply contracts; and

(ii) 10 % of the initial contract value for service and supply contracts; and

(iii) the net cumulative value of several successive modifications does not exceed the thresholds under points i) and ii) above; or

b) all other modifications which do not alter the minimum requirements of the initial procurement but the value of which is within the limits of (b) (i) and (ii) above, unless such modification of value results from the strict application of the procurement documents or contractual provisions[8].

[8] Cases under b) above concern minor changes which do not affect substantial aspects of the contract or the initial procurement procedure, or changes which are part of the economic life of the supplier. They entail administrative changes and application of revision clauses or options, modifications which are the result of the application of contractual provisions (e.g. price revision clauses) or concern administrative details (e.g. change of address, replacement of auditor).

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