

General Conditions for Procurement

Hereafter CACH's International Cooperation section shall be defined as *the Party*.

1. Eligibility and participation

Participation to offer is open to all natural or legal persons as specified in the invitation or call for tender.

The General Conditions for Procurement refer to all nationals of the respective states and to all legal entities, companies or partnerships constituted under and governed by the laws of such states and having their domicile, statutory seat or offices, central administration or principal place of business there.

As for exclusion criteria, please refer to *Appendix 3 - Exclusion Criteria* of the party's Procurement Manual.

A tenderer who has been found guilty by the party of making false declaration and/or misrepresenting information with respect to its eligibility will incur financial penalties representing up to 5% of the total value of the contract being awarded.

2. The tenderer

By submission of the Offer, the tenderer shall be deemed and certifies to have:

- obtained and examined the invitation or call for tender incl. annexes thereto, the General Conditions for Procurement and any other information available for the purpose of and prior to submitting the offer;
- examined all further information relevant to the risks or contingencies
- satisfied itself as to the correctness, completeness and sufficiency of the offer
- fixed the prices independently without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to prices with any other tenderer or competitor.

Moreover, the tenderer:

- agrees that the invitation or call for tender contains no contractual offer of any kind;
- agrees that, other than in connection with its entry into the offering process, there is no intention on the part of the party to enter into or create any other legal relationship with the tenderer;
- acknowledges that in entering the offering process, it has not relied on any information, representation or warranty except as expressly provided in the invitation or call for tender and in particular that it has not relied, and may not rely, on any verbal advice, statement, representation or warranty of any office employee, agent or contractor of the party.

The tenderer as mentioned in the offer documents shall be the (contractual) counterpart of the party. The tenderer must state when the party submitting the Offer is acting as the agent of a third party, as trustee of a trust or acting for other beneficiaries and provide the details of such third party, trust and/or beneficiaries.

3. Structure of the offer

The tenderer shall present the information required, in the form specified hereafter and in accordance with any specific provision of the invitation or call for tender:

- The offer should be precise and concise. Unless expressly stated in the invitation or call for tender, there is no limitation on the number of pages, but it should be born in mind that the quality of the Offer will not be increased by unnecessary length.
- The offer, all correspondence and other documents related to the offer, exchanged by and between the tenderer and the party shall be in the language of the invitation or call for tender.
- Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by an accurate translation into the language of the invitation or call for tender.
- The concrete documents to be submitted in the offer shall be defined by the party in the invitation or call for tender.

4. Content of the offer

The offer must comply with the requirements in the invitation or call for tenders and the General Conditions for Procurement and comprise:

- a technical bid specifying all details of the goods/works/services offered; for formal procedures the two-envelope system is used; technical evaluations are completed before commercial offers of technically compliant proposals are opened, therefore the offer must be packaged in separate envelopes respectively;
- one or more representative sample(s) if requested in the invitation or call for tender;
- financial bid specifying and submitting all details as mentioned in the invitation or call for tender, inclusive of the details of the bank and the bank account into which payment should be made;
- statement by the tenderer, attesting the nationality or origin of goods/services;
- duly authorised signature of the Tenderer.
- any additional documents required as per Invitation or call for tender;

5. Validity period of the offer

The offer remains valid for 30 days after the closing date, if not specified differently in the invitation or call for tender. Extension of the validity period may be agreed with the tenderers at the written request of *the Party*.

6. Alteration or withdrawal of the offer

The tenderer may alter or withdraw the offer by written notification prior to the closing date. No such alteration or withdrawal after the closing date will be effective and accepted.

7. No assignment of the invitation or call for tender

The invitation or call for tender and the rights pertaining thereto are strictly personal to and not assignable or transferable by the tenderer without the prior written consent of *the Party* whose consent may be given or withheld in the party's discretion.

No (alleged) claims, rights, title or interest whatsoever by or of undisclosed participants will be recognized by *the Party*, be it in or arising from the tendering process or under the contract.

8. Ownership of the Offer

All documents, materials, articles, and information submitted by the tenderer as part of or in support of the Offer shall:

- a. become the absolute property of *the party* upon submission; and
- b. not be returned to the tenderer at the conclusion of the procurement process.

The tenderer shall be entitled to retain any copyrights and/or other intellectual property rights contained in or attached to the offer unless otherwise provided in the invitation or call for tender.

9. Conformity and supply of the Goods and/or services and samples

Goods and/or services and samples must comply with the technical specifications set out in the invitation or call for tender and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions and requirements.

10. Size and seal of samples

It will be specified in the invitation or call for tender if samples are required.

Failure to provide the sample(s) as requested in the invitation or call for tender excludes the offer from participation in the procurement process.

11. Conformity to product standards

Whereas the specifications in the invitation or call for tender may deviate from official local minimum quality standards in the country of destination of the goods and/or services, the tenderer is to indicate deviations in product specifications in the offer. The tenderer, in such cases must make the relevant text of the national authority regulation available to the *party* as part of the offer submitted.

The tenderer may offer in the offer a product variety, being of the same product category, of the same quality, consumption acceptance, use, yield and effectiveness as an alternative for the goods and/or services as specified in the invitation or call for tender. The tenderer offering alternative varieties must include in the offer the details and technical specifications, separately for each alternative variety.

The offer submitted consisting of a proposal for alternative varieties shall only be considered if an eligible offer is received for the product variety specified in the invitation or call for tender.

Acceptance of alternative varieties shall be the prerogative of the *party*.

12. Origin of the Goods and/or services

Unless otherwise provided in the invitation or call for tender and notwithstanding the provision hereafter, the goods and/or services must originate as specified in the invitation or call for tender.

The origin of the goods and/or services - origin to be understood as the country of production or manufacturing - has to be from the country of destination if the invitation or call for tender is launched with a call for *local* goods and/or services. The country of origin is deemed to be the country in which the goods and/or services have undergone their last, economically justified, substantial transformation.

When submitting the offer, the tenderer must expressly state that the Goods and/or services meet the requirements concerning origin besides stating the countr(y)(ies) of origin. The tenderer may be requested to provide additional information and proof with respect to the origin of the goods and/or services.

13. Packaging of the Goods and/or services

Specifications as to packaging in the invitation or call for tender are usually standard specifications. They are not necessarily identical with local available packaging specifications. Any deviation must be expressly and clearly described in the offer.

The *party* is not obliged to accept packaging deviating from the specifications in the invitation or call for tender. Packaging quality below the requested standards shall be rejected.

14. Quantity of the Goods and/or services; Lots

Quantities requested in weight must always be offered the net weight.

If the invitation or call for tender quantity is divided into lots, each lot will be awarded separately and the quantities indicated for different lots will be indivisible. The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances shall an offer for part of the quantities required be taken into consideration. If the tenderer is awarded more than one lot, a single contract shall be concluded with respect to all the lots awarded.

If the goods and/or services have not been divided into lots, the offer must be for the entirety of the quantities indicated.

15. Delivery of the goods and/or services: conditions

The invitation or call for tender may apply for any of the delivery conditions of INCOTERMS 2010 (always meaning the latest version available of these conditions). The publication INCOTERMS 2010 of the International Chamber of Commerce (in its latest version available) is to be obtained by the tenderer on its own initiative and cost.

The delivery condition(s) specified in the invitation or call for tender may have additional delivery requirements and may specify special performances to be included. The delivery condition(s) and timelines mentioned in the invitation or call for tender must be applied and respected.

16. Pricing

Prices quoted must contain all cost as required Incoterm.

Prices are to be quoted in the currency stated in the invitation or call for tender.

Whatever the origin of the goods and/or services, the contract is exempt from import duties, stamp duties and registration duties.

17. Firm offers and prices

Only offers with firm and unconditional offers are accepted. Quotations, pro-forma prices or offers subject to "unsold" or any other reservations shall not be considered. Prices in the invitation or call for tender are fixed and not subject to revision.

18. Type of the Contract

The type of the contract may be on the basis of a lump sum or on the basis of unit-price and will be specified in the invitation or call for tender.

19. Environmental considerations

The party is concerned with the environmental issues affecting many of its contracts and with this in mind is promoting the recycling of products, such as paper, plastics, glass and metal. The tenderer is therefore encouraged to submit any relevant information in the offer.

- relating to the respective manufacturing, packaging and disposal process of their products offered;
- with respect to proposed, trialled or current recycling programs performed by the tenderer; and
- any other criteria available.

20. Additional information before the closing date

Any request for clarification from the tenderer must be in writing and be received by the party at least five days before the closing date. The party endeavours to reply to the request at least two days before the closing date.

If the party provides essential additional information with respect to the invitation or call for tender, it will make such information available to all tenderers. Such additional information may consist of an extension of the period of submission of the offer beyond the closing date.

21. Dispatch and receipt of the offer

The invitation or call for tender specifies whether the offer shall be dispatched to the party by means of an Email message, or by delivery by envelope.

In case of dispatch by envelope the offer shall be dispatched in double envelope. The inner envelope shall be sealed and shall be without indication of origin but marked with the reference number of the invitation or call for tender and the definition of the goods and/or services. Both sides of the envelope shall be marked as follows:

"CONFIDENTIAL - TO BE OPENED BY THE OFFER OPENING COMMITTEE ONLY"

The outer envelope, carrying the tenderer's name and address, shall be sent to the address mentioned in the invitation or call for tender.

In case of delivery by envelope, the offer shall be sent by registered mail, by commercial courier or delivered by hand (and not by electronic means).

The closing date has imperatively to be respected. It is under the responsibility of the tenderer to proceed with the dispatch of the offer in such way that the delivery date of the offer falls before the closing date. Offers delivered after the closing date will be rejected.

22. Opening of the Offer

The opening and examination of the offer is for the purpose of checking whether the offer is complete, whether the documents have been properly signed and whether the offer is generally in order.

For formal procedures the two-envelope system is used; technical evaluations are completed before commercial offers of technically compliant proposals are opened. To inform the tenderer of said requirement, it must be stated in the call for tender.

The offer will be opened by the evaluation committee. The evaluation committee will draw up minutes of its opening meeting, which will be available on request. Where and when indicated in the invitation or call for tender this opening session shall be public.

After the opening and examination of the offer, no information relating to the evaluation, clarification and comparison of the offer or recommendations concerning the award of the contract can be disclosed.

In the interests of transparency and equal treatment and without being able to modify the offer the tenderer may be required, at the written request of the offer evaluation committee, to provide clarifications within 5 working days after such request. Any such request for clarification shall not seek the correction of formal errors or of major restrictions affecting performance of the contract.

Any attempt by the tenderer to influence the evaluation committee to obtain information on how the procedure is progressing or to influence the party in its decision concerning the award of the contract may result in the immediate rejection of the offer.

23. Evaluation of the offer and award criteria

Any minimum qualification required with respect to the offer is to be evaluated. The aim at this stage is to check that the offer complies with the essential (administrative) requirements of the invitation or call for tender.

The offer is deemed to comply from an administrative point of view if it satisfies all the conditions, procedures and specifications in the invitation or call for tender without substantially departing from or attaching restrictions to them. Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the invitation or call for tender, limit the rights of the party or the tenderer's obligations under the contract or distort competition for tenderers whose offers do comply. Decisions to the effect that a Offer is not administratively compliant must be justified in the evaluation minutes.

If the offer does not comply with the administrative requirements of the invitation or call for tender, it will be rejected immediately.

24. Technical evaluation

After analysing the offer deemed to comply with administrative terms, the evaluation committee will evaluate the technical admissibility of the offer, classifying it as technically compliant or non-compliant.

25. Award criteria

The award criteria generally are:

- best value for money in the case of tenders for services
- the cheapest, in the case of tenders for supplies or works

The award criteria in the case of best value for money shall be weighted, meaning that it should be possible for the tenderer to understand the comparative importance of the different award criteria and to differentiate the more important from the less important criteria. Therefore, the award criteria must be defined in such a way that it will be possible subsequently to carry out an evaluation that the contract was properly awarded.

26. Awarding and entering into force of the Contract

The contract will be awarded by the sending of the duly signed contract by the party in charge of the procurement process to the successful tenderer.

Within ten working days of receipt of the contract the successful tenderer shall sign and date the contract and return it to the party in charge of the procurement process. Only after receipt of the countersigned contract by respective party, the successful tenderer becomes the contractor and the contract enters into force.

If the tenderer fails to sign and/or return the contract within three working days after receipt of the written notification by the respective party, the respective party is entitled to immediately withdraw the acceptance of the offer and reject the offer. The successful tenderer will have no claim against the party this respect whatsoever.

27. Cancellation of the procurement process

The launching of the invitation or call for tender does not commit or oblige the party to implement the subject of the invitation or call for tender and to award the contract.

The party may, in its sole discretion, decide to suspend or cancel the procurement process. Reasons for cancellation may be, however, are not limited to:

- The procurement process is deemed to be unsuccessful, namely where no qualitatively or financially acceptable offer has been received or there has been no response at all.
- The economic and/or technical parameters of the project/subject of the invitation or call for tender have been substantially altered.
- Exceptional circumstances or force majeure render performance of the project impossible.

- There have been irregularities in the procurement process, in particular where these have prevented fair competition.

In the event of cancellation of the invitation or call for tender and procurement process the tenderers will be notified by *the Party*.

In case of cancellation of the invitation or call for tender and procurement process *the Party* is under no circumstances liable for any damages.

28. Public disclosure of the procurement process and contract

The tenderer will not use the name of *the Party* or refer to any subject of the procurement process for promotional purposes or make any public statements or disclosures in relation to the procurement process or to the possible subsequent awarding of the contract without the prior written permission of the party.

29. Precedence of documents

In the event of there being any conflict between the terms and conditions in the invitation or call for tender and the General Conditions at hand, the terms and conditions appearing in the invitation or call for tender shall have precedence.

30. Applicable law

The assigned contract shall be subject to and governed by Swiss law and all disputes arising from or under the contract shall be subject to the jurisdiction of the courts in Switzerland.