



SUBSIDY AGREEMENT

UNDER THE FRAMEWORK OF THE **“TRADE FOR DEVELOPMENT CENTRE” PROGRAM**  
**(BEL1405411)**

**Number of the Subsidy Agreement BEL1405411/AP/xxx/CSUB/xxxxx**

**BETWEEN:**

**The Belgian Technical Cooperation**, represented by Mr Carl Michiels, President of the Management Committee, at 147 Rue Haute in 1000 Brussels (Belgium),

Hereinafter referred to as "the contracting authority"

**on one hand,**

**and**

<full name of the public or private institution, acronym >, represented by Mr/Mrs <name of the representative> with registered office at <address> (hereinafter referred to as "the beneficiary party")

**on the other hand**

**PREAMBLE**

Having regard to the Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company with social purposes, Article 8, amended by Article 5 of the Law of 20 January 2014;

Having regard to the General Implementation Agreement relative to the “Trade for Development Centre” Program 2014-2017 ;

Having regard to the TFF attached thereto;

[Having regard to the Call for proposals <no. > published on < date > on BTC's website;]

[Having regard to the evaluation report dated < date >;]

Considering that <Confirm the public or private nature of the beneficiary parties listed for the subsidy according to the BTC Law:  
<Refer to the regulatory or legal statutes or deeds of these beneficiary parties that demonstrate that nature >



THE FOLLOWING HAS BEEN AGREED UPON:

#### ARTICLE 1 – OBJECT OF THE AGREEMENT

The object of this agreement is the granting by the contracting authority of a subsidy in view of the achievement of the project described in Annexe I, which hereinafter is referred to as "the project".

The general objective of the project is to improve the market access (local, regional or international) to producers and producer organizations registered in a process of fair trade and/or sustainable trade

The specific objective(s) of this agreement is/are:

*<Briefly describe the activities that the intervention will finance>*

[The logical framework and] operational planning are available in Annex III

#### ARTICLE 2 – AMOUNT OF THE SUBSIDY

The total maximum sum of the subsidy granted by the contracting authority is < **fill in the maximum amount in figures and words** > euros, in accordance with Annexe II.

#### ARTICLE 3 – ENTRY INTO FORCE AND PERIOD OF IMPLEMENTATION

The Subsidy Agreement is concluded for a period of < **number of months** > months, as from < **fill in the date (start of activities)** > and ending on < **latest on 31<sup>st</sup> December 2017** >.

#### ARTICLE 4 – ELIGIBLE COSTS

##### **4.1. Eligible costs**

The beneficiary party may use the subsidy for the following expenditure:

- a) The services, goods, staff, equipment and infrastructure needed for the execution and coordination of the project.
- b) Capacity development and in particular training, awareness-raising, study tours, seminars, studies and/or consultancy actions of the beneficiary party;
- c) The follow-up of the activity and the drafting of reports;
- d) Overhead costs.

Under this framework the following direct costs of the beneficiary party are eligible:

- a) The personnel costs of staff assigned to the activity corresponding to the actual gross remunerations and wages, including social charges and other costs constituting part of remuneration; these should not exceed the salaries and costs normally paid by the beneficiary party;
- b) Travel and staying-over costs, provided they correspond to habitual practices of the beneficiary party or do not exceed applicable tariffs at BTC's;
- c) The costs for works and purchase of equipment specifically destined for the needs of the activity;
- d) The costs of consumables:

- e) The costs emanating from other agreements backed by supportive documents of the beneficiary party for the needs of the implementation of the activity (public contracts within the meaning of Article 7.3.);
- f) Costs directly emanating from the requirements of the agreement (dissemination of information, specific evaluation of the activity, audits, translations, reproduction, insurances, etc.), including costs of financial services (in particular transfer costs and financial guarantee costs when required under the agreement);
- g) Duties, levies and any other taxes or charges, including the value-added taxes, which have been paid and cannot be recovered by the beneficiary party;
- h) Meals, drinks and snacks are accepted for the activities in the partner country if they are part of and required for these activities, justified and of a reasonable amount.

The percentage for overhead costs is maximum < x%> (and never in excess of 7%). Overhead costs are calculated on the basis of actual expenditure, eligible and financed by the present Agreement. Overhead costs are lump sum and must not be justified.

The following costs are always ineligible:

- a) Debts and debts-related charges;
- b) Provisions for losses or any future debts;
- c) The debit interests;
- d) Costs declared by the beneficiary party and borne under the framework of another project or borne by another donor;
- e) The purchase of land or buildings;
- f) Currency exchange losses;
- g) Credits granted to third-party bodies unless specified in this Agreement.

#### **4.2. Eligibility criteria of expenses:**

Actual expenditure incurred by the beneficiary party(/ies) must meet all of the following criteria:

- a) Expenses must be incurred during the duration of the activity as defined in Article 3. The following need to be kept in mind:
  - (i) Service-related costs must pertain to activities conducted during the implementation period. Supply-related costs must concern the delivery and installation of goods during the implementation period. The signing of a contract, the placing of an order or the commitment of an expenditure during the implementation period for future services or supplies do not fall under this requirement;
  - (ii) The costs presented must be paid before the final execution reports are submitted. They may be paid later in as far that they are mentioned in the final execution report, with the estimated day of payment;
- b) They can be identified and verified, they are included in the beneficiary party's accounts and determined in accordance with accounting standards applicable in the country where the beneficiary party is established and with the beneficiary party's customary analytic accounting practices;
- c) They meet applicable legal fiscal and social provisions;
- d) They are reasonable, justified and respect the principle of good financial management, in particular concerning economy and effectiveness.

#### **ARTICLE 5 – FINANCING MODALITIES**

The funds will be transferred in instalments on the basis of a request, the template for which is given in Annexe V. Each instalment is considered an independent subsidy in application of this agreement. The amount of the sum of these instalments may in no case exceed the total amount of the subsidy mentioned in Article 2.

[A final instalment of 20% will be reserved for payment following the production of the final execution report and all supporting documents justifying the global amount of the subsidy.]



#### **BANK ACCOUNT:**

The funds are solely transferred to the following bank account: <fill in the bank details of the beneficiary party>

The payments are made in euros, (except justification accepted by BTC if against local laws), for both funds transferred to the beneficiary party and for any recovery (see Article 10).

The beneficiary party must open a separate bank account (or a separate subaccount allowing for the identification of the funds received). This account will be opened in euros, if this is possible in the country. This account or subaccount must allow to:

- Identify the funds transferred by the contracting authority;
- Identify and follow up the operations performed with third parties;
- Distinguish between the operations performed under this agreement and other operations.

The account will be closed once any reimbursements owed to the contracting authority have been made (and after settling the final amount of the funds used).

#### **ARTICLE 6 - ACCOUNTING**

The beneficiary party systematically keeps detailed statements and accounts about the implementation of the project, under the form of a suitable double-entry bookkeeping system. This accounting system is incorporated in the beneficiary party's accounting system, or is complementary to it. Such accounting system is managed following the policies and rules applicable in the country in question. The accounts and expenses related to the project must be simply identifiable and verifiable.

#### **ARTICLE 7 – GENERAL OBLIGATIONS OF THE BENEFICIARY PARTY**

7.1. The beneficiary party undertakes to use the funds transferred under this agreement solely for the ends for which the subsidy is granted, and to respect the granting conditions listed in this agreement. It ensures that the object of this agreement is executed correctly and will take appropriate measures where necessary to remedy any problems found during the implementation period.

7.2. It undertakes to use the funds in conformity with the principles of economy, effectiveness, efficiency and transparency and to use a highly effective and transparent accounting system that can provide assurance about the good use of the funds transferred.

7.3. Public contracts using funds granted by the contracting authority under this agreement will be launched and awarded following the public procurement principles given in Annexe VIII.

7.4. The beneficiary party undertakes to take all necessary precautions to prevent conflicts of interests and immediately informs the contracting authority of any situation constituting a conflict of interests or likely to lead to a conflict of interests. There is a conflict of interests when the impartiality and objectiveness of any person's functions based on this agreement are compromised by family or emotional ties, political or national affinity, economic interests or any other kind of shared interest with another person.

7.5. It also undertakes to take appropriate measures to avoid instances of irregularity, fraud, corruption or any other illegal activity in the management of the activities. All suspected and proven instances of irregularity, fraud and corruption related to this agreement, as well as the measures taken in this context by the beneficiary party, must be immediately reported to the contracting authority.

7.6 In order to promote sustainable development, the parties agree that it is necessary to promote respect for environmental and social standards recognised by the international community such as the basic conventions of the International Labor Organization (ILO) and the international environmental protection agreements.



For the purpose, the beneficiary party undertakes to include in its public contracts and, where applicable, calls for tenders, a clause following which the parties undertake to observe these standards in compliance with applicable laws and regulations in the country where the subsidized activity is realized.

Such commitments will have to be extended to any sub-contractors. The contracting authority reserves the right to ask the beneficiary party for a report on the environmental and social conditions in which the activity will be conducted.

#### **ARTICLE 8 - LIABILITY**

1) The beneficiary party is solely liable for complying with all legal obligations that are incumbent upon it through this agreement.

2) In no case and on no account can the contracting authority be held liable for damages, regardless of their nature, which may have been caused during the implementation of this agreement.

#### **ARTICLE 9 – REJECTION OF REQUESTS FOR PAYMENT**

The contracting authority reserves the right to adjourn or definitively reject any request for payment and to terminate the agreement if one of the following occurs:

- a) The beneficiary party does not respect one of the stipulations of this agreement;
- b) Incorrect declaration;
- c) Unlawful act: It is or becomes unlawful or impossible for the beneficiary party to execute one of its obligations under this agreement;
- d) Abandonment or suspension of the activity;
- e) Acts of corruption or fraud;
- f) Change of situation of the beneficiary party following which it does not fall within the scope of application to be eligible as a beneficiary party for subsidies granted by BTC (see Article 14 – Changes and Article 8 of the Law of 21 December 1998 establishing "Belgian Technical Cooperation" as a public-law company);
- g) Non-compliance with subsidy grant conditions or with this agreement by the beneficiary party.

#### **ARTICLE 10 – RECOVERY**

The beneficiary party is to immediately reimburse the amount of the subsidy, if:

- 1° It does not respect the subsidy grant conditions;
- 2° It does not use the subsidy for the ends for which it was granted;
- 3° It hinders control as mentioned above.

When the beneficiary party fails to supply the justifications referred to in Article 11, it is bound to reimburse the amount that is not justified.

The contracting authority may suspend the payment of subsidies as long as, for subsidies received earlier from the contracting authority, the beneficiary party fails to produce the justifications referred to in Article 11 or to subject itself to the control provided for in Article 12 of this agreement.

In case the subsidy grant conditions are not respected, the contracting authority may terminate the agreement.

**ARTICLE 11 – JUSTIFICATION: PLANNING, NARRATIVE REPORTS AND FINANCIAL REPORTS**

The financial and operational planning of the first year of implementation is available in Annexe III of this agreement. In case of a multi-year agreement, the beneficiary party will provide a new operational and financial planning at the end of each year of implementation for the following year.

The beneficiary party must justify the use of the funds received in the (narrative and financial) execution reports where it has to clearly demonstrate that the funds transferred have been used for the ends for which they were granted. The financial reports must be accompanied of supporting documents.

Consequently, every <specify the frequency>, a narrative report and a financial report will be transferred to the contracting authority and each request for payment will be accompanied of a financial report (see template in Annexe IV).

A final report will be needed at the end of the subsidized activities and transferred by <specify period after or deadline for reception after end of activities > at the latest. Where applicable, the final report must be accompanied of a copy of the document transferring the assets to the final beneficiaries (Annexe VII).

**ARTICLE 12 – CONTROL**

By accepting the subsidy, the beneficiary party recognises the contracting authority's right to proceed to on-site control of the use made of the funds granted and of all accounting documents of the beneficiary party in order to avoid cases of double financing.

The beneficiary party accepts that the contracting authority proceeds to evaluation missions and that it proceeds – directly or through an external auditor of its choice – to document-based and on-the-spot checks. Consequently, the beneficiary party undertakes to keep available to the contracting authority all documents related to this agreement for seven years following final payment.

**ARTICLE 13 – FORCE MAJEURE**

In case of force majeure, after consultation, the parties can fully or partially suspend the implementation of the activities, if circumstances make it too difficult or too dangerous to continue to pursue them. In such a case, each party undertakes to inform the other party, and to provide all necessary details, as soon as possible, as well as the expected date for resumption. If the agreement is not terminated, the beneficiary party, with the agreement of the contracting authority, will do everything possible to start or further pursue activities again, once circumstances permit.

**ARTICLE 14 – CHANGES**

When executing the subsidized activity, the beneficiary party may not:

- a) Redefine or modify the activity or the objectives as described in Article 1 and Annexe I;
- b) Act for other missions than those that have been explicitly entrusted to it through this agreement.

Where an amendment to Annex I and/or Annex II does not affect the basic purpose of the project, and the financial impact is limited to a transfer within a single budget heading, including cancellation or introduction of an item, or a transfer between budget headings involving a variation (as the case may be in cumulative terms) of 10 % or less of the amount originally entered (or as amended by a written rider) in relation to each concerned heading, the Organization may unilaterally amend Annex I and/or Annex II and shall inform the contracting authority accordingly in writing.



The beneficiary party informs the contracting authority without delay of any significant change to its procedures or systems, legal, financial, technical or organisational situation as well as any other circumstances that could influence, slow down or compromise the implementation of the activity or all or part of the requirements that the beneficiary party must meet.

The contracting authority reserves the right to demand additional measures, in order to remedy this situation, or the right to terminate this agreement (see above).

#### **ARTICLE 15 – APPLICABLE LEGISLATION AND REGULATIONS**

This agreement is governed by Belgian law.

In case of dispute concerning the performance of this agreement, the parties will do everything possible to find an amicable solution.

In the event of a dispute for which no amicable solution can be found, only the Courts of Brussels shall be competent.

#### **ARTICLE 16 – CONFIDENTIALITY**

The contracting authority and the beneficiary party undertake to maintain the confidentiality of all documents, information or other materials that are communicated confidentially and this until the end of a seven-year period to be counted from the last payment.

#### **ARTICLE 17 – VISIBILITY**

Unless the BTC requests or agrees otherwise, the beneficiary party shall take all appropriate measures to publicise the fact that the project has received funding from the TDC program implemented by BTC. Information given to the press, the beneficiaries of the project, all related publicity material, official notices, reports and publications, shall acknowledge that the project was carried out *"with funding by the TDC program implemented by BTC"*.

The logo of BTC and TDC need to appear on all public documents and material developed for public use, on their website as a financing partner and BTC/TDC need be mentioned in all communication related to the project.



**ARTICLE 18 – COMMUNICATION**

Any communication relating to the Agreement, including payment requests and attached reports, and requests for changes to bank account arrangements shall be sent to:

For the Contracting Authority  
 Mr Arnaud Leclercq  
 Trade for Development Centre  
 Coopération Technique Belge  
 147, Rue Haute  
 1000 Brussels, Belgium

For the Contracting Beneficiary:  
 For the attention of <First Name, Last Name, Function of the Project Manager>  
 <Address of the Organisation>

**Annexes**

The following documents are attached to this agreement and are an integral part thereof:

- Annexe I Description of the project to subsidize
- Annexe II Budget and financial planning
- Annexe III Logical framework and operational planning
- Annexe IV Templates for reporting
- Annexe V Template Request for payment
- Annexe VI Template Transfer of assets ownership
- Annexe VII Legal (private or public) entity form
- Annexe VIII Public procurement principles (for a private beneficiary party)
- Annexe IX Financial identification sheet

In case of conflict between provisions of the annexes and those of the Subsidy Agreement, the latter prevail.

Done at <specify the place> in two copies, one of which is for a representative of BTC and one of which is for the beneficiary party.

<b>For the beneficiary party</b>		<b>For BTC</b>	
Name		Name	
Capacity		Capacity	
Signature		Signature	
Date		Date	





ANNEXE I – PROJECT TO SUBSIDIZE < **THE IDENTIFICATION NUMBER OF THIS GRANT AGREEMENT**>

1. **Description of the Project**

<insert sections 2.1, 2.2 and 2.3 of the request form>



ANNEXE II- Budget and financial planning

*[In case of a call for proposals insert Annex B of the request form]*



ANNEXE III- Logical framework and operational planning

*[In case of a call for proposals insert Annex B of the request form]*



ANNEXE IV – TEMPLATES FOR REPORTING <FILL IN THE IDENTIFICATION NUMBER OF THE  
SUBSIDY AGREEMENT>

< Include instructions here for writing

- the various execution reports ('narrative and financial reports');
- the final report

If an audit has been carried out, the report thereof will be attached to this report, also specifying, if applicable, the measures taken or the 'action plan' that has been elaborated to remedy the problems found by the audit.



ANNEXE V: Template Request for payment <fill in the IDENTIFICATION number of the Subsidy Agreement>

**Request for payment n° <...>**

Date of the request for payment <...>

To the attention of  
Trade for Development Centre  
Coopération Technique Belge  
147, Rue Haute  
1000 Brussels, Belgium

Name and address of the beneficiary party: < >

Period covered by the request for payment: < >

Dear Madam, Dear Sir,

I hereby ask you to pay instalment n° **or** [the balance] under the above-mentioned Subsidy Agreement.

The amount requested is: <**fill in the amount**> euros

Please find the following supporting documents in attachment:

- **Execution report (narrative and financial reports)**
- **Audit reports**
- **Supporting documents**

**For the request for payment to be acceptable, all required documents must be attached.** The payment must be made into the bank account referred to the Subsidy Agreement.

I declare on honour that the information in this request for payment is complete, sincere and exact, that the costs presented can be considered eligible in conformity with the provisions of the Subsidy Agreement and that this request for payment is backed by supporting documents that can be controlled.

Yours truly,

Signature



ANNEXE VI: TEMPLATE TRANSFER OF ASSETS OWNERSHIP

TRANSFER OF ASSETS OWNERSHIP

Name of the intervention  
Navision no.  
Title of the Call for proposals:  
Grant Agreement number:  
Name of the beneficiary-contractor of the Grant Agreement:  
Name of the final beneficiary of the action:

Assets	Item description (> EUR 5,000)	Acquisition date	Acquisition cost in EUR	Date of transfer/Notes
1.				
2.				
3.				
4.				
Etc.				

This list was drawn up in order to comply with Article 11 of the Grant Agreement. The ownership of each asset described has been transferred. The local partner and final beneficiary agree on the contents of this list<sup>1</sup>

Drawn up in \_\_\_\_\_, on \_\_\_\_\_

\_\_\_\_\_  
Beneficiary-contractor  
Name and function

\_\_\_\_\_  
Final beneficiary of the Action  
Name and function

<sup>1</sup> A list is completed for each final beneficiary



ANNEXE VII: LEGAL ENTITY FORM
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LEGAL FORM:
NAME:
ACRONYM:
ADDRESS:
POSTAL CODE:
PO BOX:
CITY:
COUNTRY:
TELEPHONE:
FAX:
E-MAIL:
VAT No. (1):
PLACE OF REGISTRATION:
DATE OF REGISTRATION:
REGISTRATION No. (2):

**DATE AND SIGNATURE OF THE AUTHORISED REPRESENTATIVE**

THIS "LEGAL ENTITY" FORM SHOULD BE PROVIDED COMPLETED, SIGNED AND ACCOMPANIED BY:

- (1) A COPY OF THE VAT LIABILITY DOCUMENT IF THIS IS APPLICABLE AND IF THE VAT No. DOES NOT APPEAR ON THE OFFICIAL DOCUMENT MENTIONED IN POINT 2.
- (2) A COPY OF ANY OFFICIAL DOCUMENT (E.G. THE 'BELGIAN OFFICIAL GAZETTE/MONITEUR BELGE', THE FRENCH OFFICIAL JOURNAL, THE TRADE REGISTER, ETC.) ENABLING IDENTIFICATION OF THE NAME OF THE LEGAL ENTITY, THE ADDRESS OF ITS REGISTERED OFFICE AND ITS REGISTRATION NUMBER WITH THE NATIONAL AUTHORITIES.

***DATE AND SIGNATURE OF THE AUTHORISED REPRESENTATIVE***

## **1. GENERAL PRINCIPLES**

When the implementation of an activity or project requires public procurement by the beneficiary or beneficiaries, this or these latter shall award the contract to the most economically advantageous tender, i.e. that which offers the best price-quality ratio, or, in the case of works or supply contracts, without after-sales service, the only award criterion shall be the price. Contracts must be awarded in compliance with the principles of transparency and fair competition, ensuring that there is no conflict of interest. Contracts may not be artificially parcelled to circumvent public procurement thresholds.

For this purpose, the rules set out in points 2 to 7 below must be observed, subject to point 8. These set the basic procedures to be followed and it is possible that other procedures promoting greater competition may be applied.

BTC shall exercise ex-post control on compliance with these rules by the beneficiary or beneficiaries. In case of non-compliance with these rules, expenditure involved will not be eligible for BTC financing.

The provisions of this Annex shall apply mutatis mutandis to contracts to be entered into by the partner(s) of the beneficiary or beneficiaries.

## **2. ELIGIBILITY FOR CONTRACTS**

### **a. Grounds for exclusion from participating in contracts**

Candidates or tenderers will be excluded from participation in procurement procedures if:

- 1) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- 2) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*; (i.e. against which no appeal is possible);
- 3) they have been guilty of grave professional misconduct proven by any means which the beneficiary or beneficiaries can justify;
- 4) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the beneficiary or beneficiaries or those of the country where the contract is to be performed;
- 5) they personally – or any person with powers of representation, decision or control – have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity detrimental to BTC's financial interests;

Candidates or tenderers must attest that they do not fall under any of the above situations.





Points 1) to 4) shall not apply in the case of purchase of supplies under particularly advantageous terms from either a supplier which is definitively 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.

#### **b. Grounds for exclusion from the award of contracts**

Candidates or tenderers will be excluded from the award of a contract if, during the public procurement procedure for this contract:

- a) they are subject to a conflict of interest;
- b) they are guilty of misrepresentation in supplying the information required by the beneficiary or beneficiaries as a condition of participation in the public procurement procedure or fail to supply this information.

### **3. COMMON RULES FOR ALL CALLS FOR TENDERS**

Call for tender documents are established on the basis of international best practice. In the absence of specific documents, the beneficiary or beneficiaries may opt to use the templates used by BTC.

Deadlines for the submission of applications and/or tenders shall be long enough to allow interested parties to have a reasonable period within which to prepare and submit their tenders.

An evaluation committee must be set up in order to evaluate applications and/or tenders of 60,000 euros or more, on the basis of the exclusion, selection and award criteria previously published by the beneficiary or beneficiaries in the call for tender documents. This committee shall be composed of an odd number of members, at least three, with all the technical and administrative capacities necessary to give an informed opinion on the tenders.

### **4. RECOURSE TO THE NEGOTIATED PROCEDURE ON THE BASIS OF A SINGLE TENDER:**

The beneficiary or beneficiaries may have recourse to a negotiated procedure on the basis of a single tender in the following cases:

- a) as part of humanitarian aid and civil protection operations or crisis management aid. A situation can only be considered a crisis, if it has been officially declared as such by BTC ('flexible procedures'). BTC will indicate if a crisis situation has been declared and the period during which the declaration will be in force;
- b) where the services are entrusted to public-sector bodies or to non-profit institutions or associations and relate to activities or projects of an institutional nature or provide assistance to peoples in the social field;
- c) where the contract is intended to extend ongoing activities:
  - (i) not included in the main services contract but which, due to unforeseen circumstances, have become necessary to perform the contract, provided that the complementary services are technically or economically inseparable from the main contract without serious inconvenience for the beneficiary/beneficiaries and the aggregate amount of additional services does not exceed 50% of the value of the principal contract; or
  - (ii) consisting in the repetition of similar services entrusted to the service provider awarded the initial contract, provided that:

- a) a procurement notice was published for the initial contract and the possibility of using the negotiated procedure for further services for the project as well as the estimated cost were clearly indicated in the procurement notice published for the initial contract; and
  - b) the extension of the contract is for a value and a duration not exceeding those of the initial 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 beneficiary/beneficiaries to acquire equipment having different technical characteristics which would result in either incompatibility or disproportionate technical difficulties in operation and maintenance;
- e) for additional works not included in the initial contract which have, through unforeseen circumstances, become necessary for carrying out the works described therein, provided such works cannot be technically or economically separated from the principal contract without serious inconvenience to the beneficiary/beneficiaries, where such works, though separable from the performance of the original contract, are strictly necessary to its completion and the aggregate value of contracts awarded for additional works does not exceed 50% of the value of the principal contract;
- f) where the call for tenders has been unsuccessful, that is, where no qualitatively and/or financially worthwhile tender has been received, in which case, after cancelling the call for tenders, the beneficiary/beneficiaries may open negotiations with the tenderer or tenderers of their choice, from among those that took part in the call for tenders, provided that the original terms of the contract are not substantially altered;
- g) where the contract concerned follows a contest and must, under applicable rules, be awarded to the winner of the contest or to one of the winners, in which case, all winners must be invited to participate in the negotiations;
- h) for services whose performance, for technical reasons or reasons connected with the protection of exclusive rights, can only be entrusted to a particular service provider;
- i) 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 of licences to use patents;
- j) where the orders are placed with a humanitarian procurement centre recognised as such by BTC;
- k) 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 Belgium or of the beneficiary country so requires;
- l) for contracts in respect of supplies quoted and purchased on a commodity market;
- m) 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;
- n) where a new contract must be concluded following the early termination of an existing contract.



## **5. SPECIAL CASES OF JOINT FINANCING**

Where the activity or project is jointly financed by several donors and another donor, whose contribution is greater than BTC's contribution, imposes public procurement rules on the beneficiaries that differ from those set out in points 3 to 4, the beneficiary/beneficiaries may apply the rules imposed by this other donor.



ANNEXE IX: Financial identification sheet

ACCOUNT NAME (1)			
ADDRESS			
TOWN/CITY		POST CODE	
COUNTRY			
CONTACT			
TELEPHONE		TELEFAX	
E - MAIL			

	<b><u>BANK (2)</u></b> - -		
NAME OF BANK			
ADDRESS (OF BRANCH)			
TOWN/CITY		POST CODE	
COUNTRY			
ACCOUNT NUMBER			
IBAN (3)			

**COMMENTS:**

<p><b><u>STAMP of BANK + SIGNATURE of BANK'S REPRESENTATIVE (both are obligatory)</u></b></p>
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<p><b><u>DATE + SIGNATURE OF ACCOUNT HOLDER(Obligatory)</u></b></p>
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**(1) The name or title under which the account was opened and not the name of the authorised representative.**

**(2) It is preferable to attach a copy of a recent bank statement. Please note that the bank statement must provide all the information indicated above under "ACCOUNT NAME" and "BANK". In this case, the bank's stamp and the signature of its representative are not required. The signature of the account holder is obligatory in all cases.**

**(3) If the IBAN code (international bank account number) is applicable in the country where your bank is situated.**