



PEACE, PROSPERITY AND
REGIONAL INTEGRATION



Intergovernmental Authority on Development (IGAD)

PROJECT: IGAD Promoting Peace and Stability in the Horn of Africa Region (IPPSHAR)

Project ID: IPPSHAR – 6545-01/2017

TENDER DOCUMENT

For the

Supply of Two 4WD Motor Vehicles

Tender No: IPPSHAR- 1.3.3.1/2.1 RRF-01/2020

Date: June 22, 2020

Country: Ethiopia



SUPPLY CONTRACT NOTICE

The subject of the contract is the supply, delivery, maintenance and aftersales service by the contractor of 2 4WD Motor Vehicles

Contract No: IPPSHAR -6545-01/2017-1.3.3.1/2.1 RRF-01/2020

Intergovernmental Authority on Development Peace and Security Division (**IGAD PSD - CEWARN**) intends to award a contract for the Supply of Two 4WD Motor Vehicles.

The complete tender dossier can be downloaded from IGAD and Austrian Development Agency websites: <https://igad.int/> <https://entwicklung.at>

The deadline for submission of applications is **on or before 30/06/2020 at 12.00.**

Joshua Turinawe MCIPS.
IGAD PSD Procurement Officer

A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF: IPPSHAR-6545-01/2017-1.3.3.1/2.1 RRF-01/2020

By submitting a tender, tenderers fully and unreservedly accept the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever their own conditions of sale may be, which they hereby waive. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any remarks in the tender relating to the tender dossier; remarks may result in the immediate rejection of the tender without further evaluation.

These instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the practical guide (available on the internet at: <http://ec.europa.eu/europeaid/prag/document.do>).

1 Supplies to be provided

The subject of the contract is the supply, delivery, maintenance and aftersales service by the contractor **for the Supply of Two 4WDMotor Vehicles**, as per attached detailed specifications:

At the Intergovernmental Authority on Development (IGAD) Peace and Security Division, P.O. Box 1924, Telephone number: +251955416410, 7th Floor Tensae Building, Cape Verde street, Bole road, off Africa Avenue, DDP, and the implementation period in days, in accordance with point 15 of the contract notice.

The supplies must comply fully with the technical specifications set out in the tender dossier (technical annex) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.

Tenderers are not authorised to tender for a variant solution in addition to the present tender.

2 Time table

	DATE	TIME*
Clarification meeting / site visit (if any)	N/A	N/A
Deadline for requesting clarifications from the contracting authority	10.07.2020	10:00hrs
Last date on which clarifications are issued by the contracting authority	13.07.2020	16:00hrs
Deadline for submission of tenders	24.07.2020	16:00hrs
Tender opening session	24.07.2020	10:00hrs
Notification of award to the successful	31.07. 2020	16:00hrs-

tenderer		
Signature of the contract	06.08. 2020	-

* All times are in the time zone of the country of the contracting authority provisional date

** Provisional date

3 Participation

- 3.1 Participation is open to all natural persons who are nationals of and legal persons (participating either individually or in a grouping – consortium – of tenderers) which are effectively established in a Member State of the European Union or in a eligible country or territory as defined under the Regulation (EU) No 236/2014 establishing common rules and procedures for the implementation of the Union's instruments for external action (CIR) for the applicable instrument under which the contract is financed (see also heading 22 of the contract notice). Participation is also open to international organisations. All supplies under this contract must originate in one or more of these countries. However, they may originate from any country when the amount of the supplies to be purchased (as a whole or, if divided into lots, per lot) is below EUR 100 000.]
- 3.2 These terms refer to all nationals of the above states and to all legal entities, companies or partnerships effectively established in the above states. For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country's law.
- 3.3 The eligibility requirement detailed in subclauses 3.1 and 3.2 applies to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor providing more than 10 % of the supplies must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. The contracting authority may accept other satisfactory evidence that these conditions are met.
- 3.4 Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Sections 2.4. (EU restrictive measures), 2.6.10.1. (exclusion criteria) or 2.6.10.1.2. (rejection from a procedure) of the practical guide. Should they do so, their tender will be considered unsuitable or irregular respectively. In the cases listed in Section 2.6.10.1. of the practical guide tenderers may also be excluded from EU financed procedures and be subject to financial penalties up to 10 % of the total value of the contract in accordance with the Financial Regulation in force. This information may be published on the Commission website in accordance with the Financial Regulation in force. Tenderers must provide declarations on honour¹ that they are not in any of these exclusion situations. The declarations must cover all the members of a joint venture/consortium. Tenderers who make false declarations may also incur financial penalties and exclusion in accordance with the Financial Regulation in force. Their tender will be considered irregular.

The exclusion situations referred to above also apply to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. When requested by the

¹ See PRAG Section 2.6.10.1.3 A)

contracting authority, tenderers/contractors must submit declarations from the intended subcontractors that they are not in any of the exclusion situations. In cases of doubt over declarations, the contracting authority will request documentary evidence that subcontractors are not in a situation that excludes them.

- 3.5 To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the contracting authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.

Subcontracting is not allowed but the contractor will retain full liability towards the contracting authority for performance of the contract as a whole

4 Origin

- 4.1 Unless otherwise provided in the contract or below, all goods purchased under the contract must originate in a Member State of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the programme specified in clause 3.1 above. For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the relevant international agreements (notably WTO agreements), which are reflected in EU legislation on rules of origin for customs purposes: the Customs Code (Council Regulation (EEC) No 2913/92) in particular its Articles 22 to 246 thereof, and the Code's implementing provisions (Commission Regulation (EEC) No 2454/93).

Available budget EUR 150,884. (General budget of the Union for calls where the DDP applies)

All supplies under this contract may originate from any country.

Tenderers must provide an undertaking signed by their representative certifying compliance with this requirement. The tenderer is obliged to verify that the provided information is correct. Otherwise, the tenderer risks to be excluded because of negligently misrepresenting information. For more details, see Section 2.3.5. of the practical guide.

- 4.2 When submitting tenders, tenderers must state expressly that all the goods meet the requirements concerning origin and must state the countries of origin. They may be asked to provide additional information in this connection.

5 Type of contract

Unit-price

6. Currency

Tenders must be presented in Euro

7 Lots : N/A

8 Period of validity

- 8.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.

- 8.2 In exceptional cases and prior to the expiry of the original tender validity period, the contracting authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated. In case the contracting authority is required to obtain the recommendation of the panel referred to in Section 2.6.10.1.1. of the practical guide, the contracting authority may, before the validity period expires, request an extension of the validity of the tenders up to the adoption of that recommendation.
- 8.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period of the tender irrespective of the date of notification.

9 Language of tenders

- 9.1 The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be written in the language of the procedure, which is English.

If the supporting documents are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the European Union other than English, it is strongly recommended to provide a translation into English, to facilitate evaluation of the documents.

10 Submission of tenders

- 10.1 Tenders must be sent or hand delivered to the contracting authority before the deadline specified in 10.3. They must include all the documents specified in point 11 of these Instructions and be sent to the following address :

**Intergovernmental Authority on Development (IGAD) Peace and Security Division,
4th floor Tensae Building, Cape Verde street, Bole road, off Africa Avenue,
Addis Ababa, Ethiopia.**

Tenders must comply with the following conditions:

- 10.2 All tenders must be submitted in; one original, marked ‘original’, and two copies with double side printing, degradable material for folders, presentation, etc) copies signed in the same way as the original and marked ‘copy’.
- 10.3 All tenders must be submitted to **Before the deadline July 24, 2020, 16:00hrs**

(a) either by courier service,

(b) or by hand-delivery to the premises of the contracting authority by the participant in person or by an agent, in which case the evidence shall be constituted by the acknowledgment of receipt.

The contracting authority may, for reasons of administrative efficiency, reject any application or tender submitted on time to the courier service but received, for any reason beyond the contracting authority's control, after the effective date of approval of the evaluation report, if accepting applications or tenders that were submitted on time but arrived late would considerably delay the evaluation procedure or jeopardise decisions already taken and notified.

10.4 All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

- a) the above address;
- b) the reference code of this tender procedure,
- c) where applicable, the number of the lot(s) tendered for;
- d) the words 'Not to be opened before the tender opening session' in the language of the tender dossier.
- e) the name of the tenderer.

The technical and financial offers must be placed together in a sealed envelope. The envelope should then be placed in another single sealed envelope/package, unless their volume requires a separate submission for each lot.

11 Content of tenders

Failure to fulfil the below requirements will constitute an irregularity and may result in rejection of the tender. All tenders submitted must comply with the requirements in the tender dossier and comprise:

Part 1: Technical offer:

- A detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required, including:
 - a list of the spare parts and consumables recommended by the manufacturer for the printer;
 - a proposal for after-sales service over 3 years after the warranty period for the printer;
 - a training proposal (on how to use and trouble shoot the printer);

The technical offer should be presented as per template (Annex II+III*, Contractor's technical offer) adding separate sheets for details if necessary.

Part 2: Financial offer:

- A financial offer calculated on DDP basis for the supplies tendered, including:
 - financial proposal for the spares and consumables for use for 3 years with itemised price list;
 - financial proposal for after-sales services for 3 years after the warranty period;
 - financial proposal for training;

This financial offer should be presented as per template (Annex IV*, Budget breakdown), adding separate sheets for details if necessary.

Part 3: Documentation:

To be supplied using the templates attached*:

- The "Tender form for a supply contract", together with its Annex 1 "Declaration on honour on exclusion criteria and selection criteria", both duly completed, which includes the tenderer's declaration, point 7, (from each member if a consortium):
- The details of the bank account into which payments should be made (financial identification form – document c4o1_fif_en) (tenderers that have already signed another contract with the European Commission, may provide their financial identification form number instead of the financial identification form, or a copy of

the financial identification form provided on that occasion, if no change has occurred in the meantime).

- The legal entity file (document c4o2_lefing_en) and the supporting documents (tenderers that have already signed another contract with the European Commission, may provide their legal entity number instead of the legal entity sheet and supporting documents, or a copy of the legal entity sheet provided on that occasion, if no change in legal status has occurred in the meantime).

To be supplied in free-text format:

- A description of the warranty conditions, which must be in accordance with the conditions laid down in Article 32 of the general conditions;
- A statement by the tenderer attesting the origin of the supplies tendered (or other proofs of origin).
- Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company, joint venture or consortium is duly authorised to do so.

Remarks:

Tenderers are requested to follow this order of presentation.

Annex* refers to templates attached to the tender dossier. These templates are also available on: <http://ec.europa.eu/europeaid/prag/annexes.do?group=C>

12 Taxes and other charges

The European Commission and Intergovernmental Authority on Development (IGAD) have agreed to allow fully exemption from the following taxes: **Value Added Taxes (VAT)**.

13 Additional information before the deadline for submission of tenders

The tender dossier should be so clear that tenderers do not need to request additional information during the procedure. If the contracting authority, on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, it must send such information in writing to all other prospective tenderers at the same time.

Tenderers may submit questions in writing to the following address up to 21 days before the deadline for submission of tenders, specifying the **publication reference and the contract title**:

To: Mr. Turinawe Joshua

Intergovernmental Authority on Development (IGAD) Peace and Security Division,

P.O. Box 1924 Addis Ababa, Ethiopia

**4th floor Tensae Building, Cape Verde street, Bole road, off Africa Avenue,
Addis Ababa, Ethiopia.**

Email: joshua.turinawe@igad.int

Under copy to john.auma@ada.gv.at

The contracting authority has no obligation to provide clarifications after this date.

Any prospective tenderers seeking to arrange individual meetings with either the contracting authority during the tender period may be excluded from the tender procedure.

14 Clarification meeting

No clarification meeting is planned. Visits by individual prospective tenderers during the tender period cannot be organised

15 Alteration or withdrawal of tenders

- 15.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 10.1. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.
- 15.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 10. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.
- 15.3 No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 10.1 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

16 Costs of preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

17 Ownership of tenders

The contracting authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

18 Joint-venture or consortium

- 18.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint-venture or consortium. The composition of the joint-venture or consortium must not be altered without the prior written consent of the contracting authority.
- 18.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the contracting authority in accordance with point 11 of these instructions to tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required under Article 3.5 as if it, itself, were the tenderer.

19 Opening of tenders

- 19.1 The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents have been properly included and whether the tenders are generally in order.
- 19.2 The tenders will be opened on **July 24, 2020** time at 12:00hrs by the committee appointed for the purpose. The committee will draw up minutes of the meeting and the outcome shall be communicated to all participants.
- 19.3 At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if required) and such other information as the contracting authority may consider appropriate may be announced.
- 19.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.
- 19.5 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the contracting authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.
- 19.6 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the contracting authority. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

20 Evaluation of tenders

20.1 Examination of the administrative conformity of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier 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 terms of the tender dossier, limit the rights of the contracting authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

20.2 Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

The minimum qualifications required (see selection criteria in contract notice point 16) are to be evaluated at the start of this stage.

Where contracts include after-sales service and/or training, the technical quality of such services will also be evaluated by using yes/no criteria as specified in the tender dossier.

20.3 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 20.4. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

20.4 Financial evaluation

a) Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:

- where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
- except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.

b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

c) Unless specified otherwise, the purpose of the financial evaluation process is to identify the tenderer offering the lowest price. Where specified in the technical specifications, the evaluation of tenders may take into account not only the acquisition costs but, to the extent relevant, costs borne over the life cycle of the supplies (such as for instance maintenance costs and operating costs), in line with the technical specifications. In such case, the contracting authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of the lowest total cost, including additional costs.

20.5 Variant solutions

Variant solutions will not be taken into consideration.

20.6 Award criteria

The sole award criterion will be the price. The contract will be awarded to the lowest compliant tender.

21 Notification of award

The contracting authority will inform all tenderers simultaneously and individually of the award decision. The tender guarantees of the unsuccessful tenderers will be released once the contract is signed.

22 Signature of the contract and performance guarantee

22.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Upon request of the contracting authority and before the signature of the contract with the successful tenderer, the successful tenderer shall provide the **documentary proof** or statements required under the law of the country in which the

company (or each of the companies in case of a consortium) is effectively established, to show that it is not in any of the exclusion situations listed in Section 2.6.10.1. of the practical guide. This evidence or these documents or statements must carry a date not earlier than one year before the date of submission of the tender. In addition, a statement shall be provided that the situations described in these documents have not changed since then.

For contracts with a value of less than EUR 300 000, the contracting authority may, depending on its assessment of the risks, decide not to require proofs for selection criteria.

- 22.2 Upon request of the contracting authority, the successful tenderer shall also provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tenders specified in the contract notice, point 16. The documentary proofs required are listed in Section 2.6.11. of the practical guide.

The contracting authority may, depending on its assessment of the risks, decide not to require proofs for financial and economic standing and technical and professional capacity.

- 22.3 If the successful tenderer fails to provide the documentary proof or statement or the evidence of financial and economic standing and technical and professional capacity within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the contracting authority may award the tender to the next lowest tenderer or cancel the tender procedure.

The contracting authority may waive the obligation of any candidate or tenderer to submit the documentary evidence referred to above if such evidence has already been submitted for the purposes of another procurement procedure, provided that the issue date of the documents does not exceed one year and that they are still valid. In this case, the candidate or tenderer must declare on his/her honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that his/her situation has not changed.

Documentary evidence of the technical and professional capacity according to the selection criteria specified in point 16 of the contract shall be submitted.

By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.

- 22.4 The contracting authority reserves the right to vary quantities specified in the tender by +/- 100% at the time of contracting and during the validity of the contract. The total value of the supplies may not, as a result of the variation rise or fall by more than 25% of the original financial offer in the tender. The unit prices quoted in the tender shall be used.
- 22.5 Within 30 days of receipt of the contract signed by the contracting authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable), to the contracting authority. On signing the contract, the successful tenderer will become the contractor and the contract will enter into force.
- 22.6 If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the contracting authority may consider the acceptance of the tender to be cancelled without prejudice to the contracting authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the contracting authority.

23 Ethics clauses and code of conduct

24.1 Absence of conflict of interest

The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

24.2 Respect for human rights as well as environmental legislation and core labour standards

The tenderer and its staff must comply with human rights. In particular, and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

Zero tolerance for sexual exploitation and sexual abuse:

The European Commission applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

24.3 Anti-corruption and anti-bribery

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The European Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.

24.4 Unusual commercial expenses

Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.

24.5 Breach of obligations, irregularities or fraud

The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If

breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

24 Cancellation of the tender procedure

If a tender procedure is cancelled, tenderers will be notified by the contracting authority. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, if:

- the tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally;
- exceptional circumstances or *force majeure* render normal implementation of the project impossible;
- all technically acceptable tenders exceed the financial resources available;
- there have been breach of obligations, irregularities or frauds in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event will the contracting authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the contracting authority has been advised of the possibility of damages. The publication of a contract notice does not commit the contracting authority to implement the programme or project announced.

25 Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint with IGAD Head Quarters, Djibouti (See Section 2.12. of the practical guide).

27. Data Protection

Processing of personal data related to this tender procedure by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

The tender procedure and the contract relate to an external action funded by the EU, represented by the European Commission. If processing your reply to the invitation to tender involves transfer of personal data (such as names, contact details and CVs) to the European Commission, they will be processed solely for the purposes of the monitoring of the procurement procedure and of the implementation of the contract by the Commission, for the latter to comply with its obligations under the applicable legislative framework and under the financing agreement concluded between the EU and the Partner Country without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law.

Details concerning processing of your personal data by the Commission are available on the privacy statement at:

<http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>

In cases where you are processing personal data in the context of participation to a tender (e.g. CVs of both key and technical experts) and/or implementation of a contract (e.g. replacement of experts) you shall accordingly inform the data subjects of the possible transmission of their data to EU institutions and bodies and communicate the above mentioned privacy statement to them.

28. Early detection and exclusion system

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the early detection and exclusion system, and communicated to the persons and entities listed in the above-mentioned decision, in relation to the award or the execution of a procurement contract.]

SUPPLY CONTRACT NOTICE

Provision of Two 4wd Motor Vehicles

Addis Ababa, Ethiopia

1. Reference

Contract No: IPPSHAR -6545-01/2017-1.3.3.1/2.1 RRF-01/2020

2. Procedure

Local Open Tender Procedure

3. Programme title

IGAD Promoting Peace and Stability in the Horn of Africa Region

4. Financing

Budget line: 1.3.3.1/2.1 RRF

5. Contracting authority

Intergovernmental Authority on Development Peace and Security Division (IGAD PSD).

Clarifications may be sought from the contracting authority at the following email address joshua.turinawe@igad.int under copy to john.auma@ada.gv.at at the latest 21 days before the deadline for submission of applications stated at the point 19 below.

CONTRACT SPECIFICATION

6. Description of the contract

Supply, delivery, installation, commissioning, maintenance and aftersales service of **two 4WD Motor Vehicles**

TERMS OF PARTICIPATION

8. Eligibility and rules of origin

All supplies under this contract may originate from any country.

9. Grounds for exclusion

Tenderers must submit a signed declaration, included in the tender form for a supply contract, to the effect that they are not in any of the situations listed in Section 2.6.10.1. of the practical guide.

Tenderers included in the lists of EU restrictive measures (see Section 2.4. of the PRAG) at the moment of the award decision cannot be awarded the contract.

10. Number of tenders

The candidates may submit an application for one lot only, several lots or all of the lots, but only one application may be submitted per lot. Tenders for parts of a lot will not be considered. Tenderers may not submit a tender for a variant solution in addition to their tender for the supplies required in the tender dossier.

Contracts will be awarded lot by lot and each lot will form a separate contract. Any tenderer may state in its tender that it would offer a discount in the event that its tender is accepted for more than one lot.

11. Tender guarantee

No tender guarantee is required.

12. Performance guarantee

Performance guarantee is required.

13. Information meeting and/or site visit

No information meeting and/or site visit is planned.

14. Tender validity

Tenders must remain valid for a period of 90 days after the deadline for submission of tenders. In exceptional circumstances, the contracting authority may, before the validity period expires, request that tenderers extend the validity of tenders for a specific period (see para 8.2 of the instructions to tenderers).

15. Period of implementation of tasks

The supplies shall be delivered, within thirty days (30) from the contract signature.

SELECTION AND AWARD CRITERIA

16. Selection criteria

The following selection criteria will be applied to tenderers. In the case of tenders submitted by a consortium, these selection criteria will be applied to the consortium as a whole unless specified otherwise. The selection criteria will not be applied to natural persons and single-member companies when they are sub-contractors:

- 1) Economic and financial capacity of tenderer (based on i.a. item 3 of the tender form for a supply contract). In case of tenderer being a public body, equivalent information should be provided. The reference period which will be taken into account will be the last three years for which accounts have been closed.

Tenderers which are legal entities must submit evidence of financial resources indicating an average annual turnover that exceeds the maximum budget of the contract indicated above; and a current ratio (current assets/current liabilities) in the last year for which accounts have been closed must be at least 1. In case of a consortium this criterion must be fulfilled by each member.

- 2) Professional capacity of tenderer (based on i.a. items 4 and 5 of the tender form for a supply contract). The reference period which will be taken into account will be the last three years from submission deadline.
- 3) Technical capacity of tenderer (based on i.a. items 5 and 6 of the tender form for a supply contract). The reference period which will be taken into account will be the last three years from submission deadline.

This means that the contract the tenderer refers to could have been started or completed at any time during the indicated period but it does not necessarily have to be started and completed during that period, nor implemented during the entire period. Tenderers are allowed to refer either to projects completed within the reference period (although started earlier) or to projects not yet completed. In the first case the project will be considered in its whole if proper evidence of performance is provided (statement or certificate from the entity which awarded the contract, final acceptance). In case of projects still on-going only the portion satisfactorily completed during the reference period will be taken into consideration. This portion will have to be supported by documentary evidence (similarly to projects completed) also detailing its value.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. Some examples of when it may not be considered appropriate by the contracting authority are when the tenderer relies in majority on the capacities of other entities or when they rely on key criteria. If the tenderer relies on other entities it must prove to the contracting authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing a commitment on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator relying on them and must comply with the selection criteria for which the economic operator relies on them. Furthermore, the data for this third entity for the relevant selection criterion should be included in the tender in a separate document. Proof of the capacity will also have to be furnished when requested by the contracting authority.

With regard to technical and professional criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the tasks for which these capacities are required.

With regard to economic and financial criteria, the entities upon whose capacity the tenderer relies, become jointly and severally liable for the performance of the contract.

17. Award criteria

Best price-quality

TENDERING

18. How to obtain the tender dossier

The tender dossier is available from the contracting authority and the Austrian Development Agency websites <https://igad.int/> and www.entwicklung.at respectively. Tenders must be submitted using the standard tender form for a supply contract included in the tender dossier, whose format and instructions must be strictly observed.

Tenderers with questions regarding this tender should send them in writing to **Email:** joshua.turinawe@igad.int under copy to john.auma@ada.gv.at (mentioning the publication reference shown in item 1) at the latest 21 days before the deadline for submission of tenders given in item 19. The contracting authority must reply to all tenderers' questions at the latest 11 days before the deadline for submission of tenders.

19. Deadline for submission of tenders

The tenders must be submitted on or before **30/06/2020** at the address indicated below.

The candidate/tenderer's attention is drawn to the fact that there are two different systems for sending applications/tenders, either by courier or by hand delivery.

In the first case, the application/tender must be sent before the date and time limit for submission, as evidenced by the waybill/deposit slip, but in the second case it is the acknowledgment of receipt given at the time of the delivery of the application/tender which will serve as proof.

Any tender submitted to the contracting authority after this deadline will not be considered.

The contracting authority may, for reasons of administrative efficiency, reject any application or tender submitted on time to the courier service but received, for any reason beyond the contracting authority's control, after the effective date of approval of the evaluation report, if accepting applications or tenders that were submitted on time but arrived late would considerably delay the evaluation procedure (for instance when applications or tenders are received after the evaluation committee has finished its works and evaluating them would imply re-calling the evaluation committee) or jeopardise decisions already taken and notified.

How tenders may be submitted

Tenders must be submitted in English exclusively to the contracting authority in a sealed envelope:

- EITHER by courier service, in which case the evidence shall be constituted by the date of the waybill/the deposit slip, to:

**Intergovernmental Authority on Development (IGAD) Peace and Security Division,
4th floor Tensae Building, Cape Verde street, Bole road, off Africa Avenue,
Addis Ababa, Ethiopia.**

- OR hand delivered by the participant in person or by an agent directly to the premises of the contracting authority in return for a signed and dated receipt, in which case the evidence shall be constituted by this acknowledgement of receipt, to:

**Intergovernmental Authority on Development (IGAD) Peace and Security Division,
4th floor Tensae Building, Cape Verde street, Bole road, off Africa Avenue,
Addis Ababa, Ethiopia.
contact person: Mr. Turinawe Joshua**

The contract title and the Publication reference (see item 1 above) must be clearly marked on the envelope containing the tender and must always be mentioned in all subsequent correspondence with the contracting authority.

Tenders submitted by any other means will not be considered.

By submitting a tender, candidates accept to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the tender.

20. Tender opening session

The tenders will be opened **on 24/07/2020** at the IGAD-CEWARN Conference room.

21. Language of the procedure

All written communications for this tender procedure and contract must be in English.

22. Legal basis

Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's

instruments for financing external action.

B. DRAFT CONTRACT AND SPECIAL CONDITIONS, INCLUDING ANNEXES

DRAFT CONTRACT

Provision of two 4WD Motor Vehicles

IPPSHAR-6545-01/2017-1.3.3.1/2.1 RRF-01/2020

FINANCED FROM THE [EUTF]

Intergovernmental Authority on Development (IGAD) Peace and Security Division, P.O. Box 1924 Addis Ababa, Ethiopia 7th floor Tensae Building, Cape Verde street, Bole road, off Africa Avenue, Addis Ababa, Ethiopia. ('The contracting authority'), of the one part, and

<Full official name of contractor>
[<Legal status/title>]¹
[<Official registration number>]²
<Full official address>
[<VAT number>]³, ('the contractor')

of the other part, have agreed as follows:

Provision of 4WD Motor Vehicles

Identification number <IPPSHAR-6545-01/2017-1.3.3.1/2.1 RRF-01/2020>

Article 1 Subject

1.1 The subject of the contract shall be the Supply, delivery of 4WD Motor Vehicles.

[Attached Technical Specifications]

The place of acceptance of the supplies shall be at **Intergovernmental Authority on Development (IGAD) Peace and Security Division, P.O. Box 1924 Addis Ababa, Ethiopia 7th floor Tensae Building, Cape Verde street, Bole road, off Africa Avenue, Addis Ababa, Ethiopia**; the time limits for **delivery shall be 30 days after contract signing** and the Incoterm applicable shall be DDP. The implementation period of tasks shall run from the date of the last contract signature.

1.2 The contractor shall comply strictly with the terms of the special conditions and the technical annex.

¹ Where the contracting party is an individual.

² Where applicable. For individuals, mention their ID card or passport or equivalent document – number.

³ Except where the contracting party is not VAT registered.

- 1.3 The supplies which form lot No 2 must be accompanied by the spare parts/consumables described by the contractor in its tender and by the consumables/accessories and other items necessary for using the goods over a period of three (3) years, as specified in the instructions to tenderers].

Article 2 Origin

The rules of origin of the goods are defined in Article 10 of the special conditions.

A certificate of origin for the goods must be provided by the contractor at the latest when it requests provisional acceptance of the goods. Failure to comply with this condition may result in the termination of the contract and/or suspension of payment.

Article 3 Price

- 3.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract price shall be EUR:

- 3.2 Payments shall be made in accordance with the general and/or special conditions (Articles 26 to 28).

Article 4 Order of precedence of contract documents

The contract is made up of the following documents, in order of precedence:

- the contract agreement;
- the special conditions
- the general conditions (Annex I);
- the technical specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
- the technical offer (Annex III [including clarifications from the tenderer provided during tender evaluation]);
- the budget breakdown (Annex IV);
- specified forms and other relevant documents (Annex V);

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above.

[Article 5 Other specific conditions applying to the contract

If necessary and after having obtained prior approval/derogation by the competent services:

The following conditions to the contract shall apply:<specify conditions>]

Done in English in [three] originals, [For direct management: [one] [two] originals being for the European Commission] [For indirect management: one original being for the contracting authority, one original being for the European Commission,] and one original being for the contractor.

For the contractor

For the contracting authority

Name:

Name:

Title:

Title:

Signature:

Signature:

Date:

Date:

SPECIAL CONDITIONS

CONTENTS

These conditions amplify and supplement, if necessary, the general conditions governing the contract. Unless the special conditions provide otherwise, those general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the articles of the general conditions. In exceptional cases, and with the authorisation of the appropriate Commission departments, other clauses may be added to cover specific situations.

Article 2 Language of the contract

- 2.1 The language used shall be English.

Article 4 Communications

- 4.1 Any written communication relating to this Contract between the Contracting Authority and/or the Project Manager, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent by courier, e-mail or by hand to:

Director, IGAD-CEWARN
Intergovernmental Authority on Development (IGAD) Peace and Security
Division,
P.O. Box 1924 Addis Ababa, Ethiopia
7th floor Tensae Building, Cape Verde street, Bole road, off Africa Avenue,
Addis Ababa, Ethiopia.
Attention: Tibebu Kifle
e-mail: Tibebu.kifle@igad.int

For the Contractor:

Name:	[to be completed]
Address:	
Telephone:	
e-mail:	

- 4.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 18 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

Article 6 Subcontracting:

Subcontracting is not allowed

Article 7 Supply of documents

The contractor shall supply the brochures and operating manuals for with the supplies delivered.

Article 8 Assistance with local regulations

The Contracting Authority, where required, shall assist the Contractor to clear the importation of the supplies as per tax and customs arrangements, by providing the necessary documents that the Ethiopian Revenue Authority may require.

Article 10 Origin

10.1 All supplies under this contract may originate from any country.

Article 11 Performance guarantee:

11.1 Performance guarantee is required.

Article 12 Liabilities and insurance

The contractor shall insure for replacement value of the goods until delivery.

12.1(a) 'By way of derogation from Article 12.1(a), paragraph 2, of the general conditions, compensation for damage to the supplies resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to Contract value.

12.1(b) 'By way of derogation from Article 12.1(b), paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount to the contract value.

Article 18 Commencement order

The contract shall enter into force on the day of its signature by both parties.

Article 19 Period of implementation of the tasks

The implementation period of the tasks, i.e. the supply and delivery of the items (Lot 1 and 2) shall be thirty (30) calendar days from the date of the last signature of the contract.

D. Article 22 Amendments

Provisions of Article 22 of the general conditions related to variations are not applicable to the contract.

Article 25 Inspection and testing

25.2. Inspection and testing will take place at IGAD PSD premises upon delivery and in accordance with Article 25 of the General Conditions.

Article 26 General principles for payments

- 26.1. Payments shall be made in euros. Payments shall be authorized and made by IGAD PSD Division.
- 26.3. By derogation, the final payment to the contractor of the amounts due shall be made within 30 days after receipt by the contracting authority of an invoice and of the application for the certificate of provisional acceptance.
- 26.5. In order to obtain payments, the contractor must forward to the authority referred to in paragraph 26.1 above. By derogation from article 26.5 of the general conditions, no pre-financing guarantee is required.
- 26.9. This contract does not include a price revision and is a fixed price contract.

Article 28 Delayed Payments.

By derogation from Article 28.2 of the General Conditions, once the deadline laid down in Article 26.3 has expired, the Contractor will, upon demand, be entitled to late-payment interest in accordance with Article 28.2. The demand must be submitted within two months of receiving late payment.

Article 29 Delivery

- 29.1. The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.
- 29.3. The packaging shall remain the property of the contractor subject to environmental considerations.

Article 31 Provisional acceptance:

The certificate of provisional acceptance must be issued using the template in Annex C11.

- 31.2. By derogation, the contractor may apply, by notice to the project manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The project manager shall within 45 days of receipt of the contractor's application either:
- issue the certificate of provisional acceptance to the contractor with a copy to the contracting authority stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or
 - reject the application, giving his reasons and specifying the action which, in his opinion, is required of the contractor for the certificate to be issued.

The contracting authority's time limit for issuing the certificate of provisional acceptance to the contractor shall not be considered included in the time limit for payments indicated in Article 26.3.

Article 32 Warranty obligations

- 32.6 The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and

materials. The Contractor shall further warrant that none of the supplies have any defect arising from design, materials or workmanship.

- 32.7 The warranty must remain valid for a period of one (1) year after provisional acceptance. The Contractor shall detail a warranty service plan including the duration for which the warranty will be available beyond the 1-year period required by the contract.

Article 33 After-sales service

- 33.1 For lot 1 and 2, the Contractor shall provide or secure the provision for 3 years of reliable and regular after-sales and maintenance service thereafter at the place of destination guaranteeing the upkeep and repair of the goods supplied and the rapid replenishment of spare parts and consumables. The Contractor shall also state in detail how it is proposed to meet this obligation including the duration for which the service is guaranteed available beyond this initial mandatory period of 3 years.

The Contractor is required to confirm in writing that they will provide technical support and after sales service for the Equipment (lot 1 & 2).

The minimum required standards related to after-sales services are:

- a) Quick availability to those parts/consumables, which according to the Contractor's experience require to be replaced more frequently.
- b) Confirmation of supply of spare parts/consumables within the notice period specified by the Contractor in their bid submission.
- c) Confirmation that maintenance and repairs, etc. will be carried out by trained authorised personnel. Additional requirements in respect of technical support and after sales service, where appropriate, are specified in the Technical Annex.

Where the Contractor is not represented in Ethiopia, he will indicate the name and address of the Company that will provide these services on the Supplier's behalf. Original written confirmation is then required from this Company that it will provide these services, on behalf of the Supplier, in full compliance with the manufacturer's standards and specifications, and at no additional cost. The Contracting Authority reserves the right to reject such a nominated local agent if he considers that Company incapable of meeting the required standards. In this case the Supplier shall be asked to propose an alternative company for approval of the Contracting Authority.

Article 40 Settlement of disputes

- 40.4. Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of the courts of Djibouti in accordance with the national legislation of the state of the contracting authority.

ANNEX B I: GENERAL CONDITIONS FOR SERVICE CONTRACTS FOR EXTERNAL ACTIONS FINANCED BY THE EUROPEAN UNION

<http://ec.europa.eu/europeaid/prag/document.do?isAnnexes=true>

ANNEX II + III: TECHNICAL SPECIFICATIONS + TECHNICAL OFFER:

Contract title: Provision/Supply of two 4WD Motor Vehicles.

Publication reference: Contract No: IPPSHAR -6545-01/2017-1.3.3.1. RRF-01/2020

Columns 1-2 should be completed by the contracting authority

Columns 3-4 should be completed by the tenderer

Column 5 is reserved for the evaluation committee

Annex III - the contractor's technical offer

The tenderers are requested to complete the template on the next pages:

- Column 2 is completed by the contracting authority shows the required specifications (not to be modified by the tenderer),
- Column 3 is to be filled in by the tenderer and must detail what is offered (for example the words 'compliant' or 'yes' are not sufficient)
- Column 4 allows the tenderer to make comments on its proposed supply and to make eventual references to the documentation

The eventual documentation supplied should clearly indicate (highlight, mark) the models offered and the options included, if any, so that the evaluators can see the exact configuration. Offers that do not permit to identify precisely the models and the specifications may be rejected by the evaluation committee.

The offer must be clear enough to allow the evaluators to make an easy comparison between the requested specifications and the offered specifications.

Vehicle # One Left Hand Drive: 4WD Motor vehicle

1. Item number	2. Specifications required	3. Specifications offered	4. Notes, remarks, ref to documentation	5. Evaluation committee's notes
1	Type of the engine : Diesel			
2	Transmission : 8-speed shift able automatic			
3	Drive Type : Four Wheel Drive			
4	Cylinders : V8			
5	Combined MPG : 14			
6	Total Seating : 6			
7	Warranty : 3 years or 36000 km whichever comes first			
8	Fuel Type : Diesel			
9	Fuel tank capacity : Maximum			
10	AC : Fully Air conditioned			
11	Cooler : Cooled Storage Compartment			
12	Wheels : Tilt and Telescopic Steering Wheel			
13	Cargo Capacity : Minimum of 50 cubic feet			

1. Item number	2. Specifications required	3. Specifications offered	4. Notes, remarks, ref to documentation	5. Evaluation committee's notes
14	Weight : Max of 7400 lbs			
15	Ground Clearance : 8-9 inch			
16	Wheel Base : 112. Inch			
17	Width : 78 inch			
18	Tyres : All season tyres			
19	Suspension : Front independent suspension			
20	Security : GPS app to be installed			
21	Speed : Speed limiter is a requirement			
22	Drive : Left hand drive			
23	COLOUR : Silver			
24	Paint : Paint Protection Film			
25	Tools and Accessories: As provided by the legislation of Ethiopia/East Africa (where the vehicle will be used)			
	: Winch is required			
	: Roof Rack			
27	Breaks : Emergency Breaking			

1. Item number	2. Specifications required	3. Specifications offered	4. Notes, remarks, ref to documentation	5. Evaluation committee's notes		
28	Seat type : Normal					
29	Windows : Tilted glass					
30	Emissions : Minimum emission					
31	Lighting : LED Headlamps					
		: Daytime running lights				
			: Dusk sensing Headlamps			
				: Auto delay off headlamps		
32	Warnings : Blind spot and departure warnings					
		: Accident avoidance systems				
			: Front and Rear Head Airbags			
				: Pre- collision safety system		

Vehicle # Two Left-Hand Drive

1. Item number	2. Specifications required	3. Specifications offered	4. Notes, remarks, ref to documentation	5. Evaluation committee's notes
1	Types of the engine : Diesel			
2	Transmission : Automatic			
3	Drive Type : Four Wheel Drive			
4	Body Type : SUV			
5	Cylinders : V8			
6	Speed : Not more than 180 km/h			
7	Combined MPG : 14			
8	Total Seating : 7			
9	Warranty : 3 years or 36000 km whichever comes first			
10	Fuel Type : Diesel			
11	Fuel tank capacity : Not less than 80ltrs			
12	Cooler : Cooled Storage Compartment			
13	Wheels : Tilt and Telescopic Steering Wheel			
14	Cargo Capacity : Minimum of 50 cubic feet			

1. Item number	2. Specifications required	3. Specifications offered	4. Notes, remarks, ref to documentation	5. Evaluation committee's notes
15	Weight : Max of 7400 lbs			
16	Ground Clearance : 8-9 inch			
17	Wheel Base : 112. Inch			
18	Width : 78 inch			
19	Tyres : All season tyres			
20	Suspension : Front independent suspension			
21	Entertainment & Com. : Recent			
22	Security : GPS app to be installed			
23	Speed : Speed limiter is a requirement			
24	COLOUR : Silver			
25	Paint : Paint Protection Film			
26	Tools and Accessories: As provided by the legislation of Ethiopia (where the vehicle will be used) : Winch is required : Roof Rack			
27	Breaks : Emergency Breaking			

1. Item number	2. Specifications required	3. Specifications offered	4. Notes, remarks, ref to documentation	5. Evaluation committee's notes
28	Seat type : Normal			
29	Windows : Tilted glass			
30	Emissions : Minimum emission			
31	Lighting : LED Headlamps			
	: Daytime running lights			
	: Dusk sensing Headlamps : Auto delay off headlamps			
32	Warnings : Blind spot and departure warnings			
	: Accident avoidance systems			
	: Front and Rear Head Airbags : Pre- collision safety system			

ANNEX IV: Budget breakdown – Vehicle No 1:

1. Item number	2. Specifications required	3 Quantity	3. Specifications offered	4. Unit Cost with Delivery DDP Euros	5. Total Euros
1	4WD Motor vehicle	1			

ANNEX IV: Budget breakdown – Vehicle No 2:

1. Item number	2. Specifications required	3 Quantity	3. Specifications offered	4. Unit Cost with Delivery DDP Euros	5. Total Euros
1	4WD Motor vehicle	1			



ANNEX V; FORMS

ANNEX B VI: FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm#en

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

BANKING DETAILS ①

ACCOUNT NAME ②	<input type="text"/>		
IBAN/ACCOUNT NUMBER ③	<input type="text"/>		
CURRENCY	<input type="text"/>		
BIC/SWIFT CODE	<input type="text"/>	BRANCH CODE ④	<input type="text"/>
BANK NAME	<input type="text"/>		

ADDRESS OF BANK BRANCH

STREET & NUMBER	<input type="text"/>		
	<input type="text"/>		
TOWN/CITY	<input type="text"/>	POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>		

ACCOUNT HOLDER'S DATA

AS DECLARED TO THE BANK

ACCOUNT HOLDER	<input type="text"/>		
STREET & NUMBER	<input type="text"/>		
	<input type="text"/>		
TOWN/CITY	<input type="text"/>	POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>		

REMARK

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤

DATE (Obligatory)

SIGNATURE OF ACCOUNT HOLDER (Obligatory)

- ① Enter the final bank data and not the data of the intermediary bank.
- ② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.
- ③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established
- ④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- ⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.



PLEASE COMPLETE AND SIGN THIS FORM AND ATTACH COPIES OF OFFICIAL SUPPORTING DOCUMENTS (REGISTER(S) OF COMPANIES, OFFICIAL GAZETTE, VAT REGISTRATION, ETC.)

ANNEX B VI: LEGAL ENTITY

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

PRIVATE/PUBLIC LAW BODY WITH LEGAL FORM

OFFICIAL NAME ①	<input type="text"/> <input type="text"/> <input type="text"/>		
BUSINESS NAME (if different)	<input type="text"/> <input type="text"/>		
ABBREVIATION	<input type="text"/>		
LEGAL FORM	<input type="text"/>		
ORGANISATION TYPE	FOR PROFIT NON FOR PROFIT NGO ② YES NO		
MAIN REGISTRATION NUMBER ③	<input type="text"/>		
SECONDARY REGISTRATION NUMBER (if applicable)	<input type="text"/>		
PLACE OF MAIN REGISTRATION	CITY	<input type="text"/>	
	COUNTRY	<input type="text"/>	
DATE OF MAIN REGISTRATION	<input type="text"/> DD	<input type="text"/> MM	<input type="text"/> YYYY
VAT NUMBER	<input type="text"/>		
ADDRESS OF HEAD OFFICE	<input type="text"/> <input type="text"/>		
POSTCODE	<input type="text"/>	P.O. BOX	<input type="text"/>
	CITY	<input type="text"/>	
COUNTRY	<input type="text"/>	PHONE	<input type="text"/>
E-MAIL	<input type="text"/>		

DATE

STAMP

SIGNATURE OF AUTHORISED REPRESENTATIVE



THIS "LEGAL ENTITY" SHEET MUST BE COMPLETED AND SIGNED, AND SUBMITTED TOGETHER WITH A LEGIBLE PHOTOCOPY OF THE IDENTITY DOCUMENT

ANNEX B VI: LEGAL ENTITY

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

NATURAL PERSON

I. PERSONAL DATA

FAMILY NAME(S) ①

FIRST NAME(S) ①

DATE OF BIRTH DD MM YYYY

PLACE OF BIRTH (CITY, VILLAGE) COUNTRY OF BIRTH

TYPE OF IDENTITY DOCUMENT
IDENTITY CARD PASSPORT DRIVING LICENCE ② OTHER ③

ISSUING COUNTRY

IDENTITY DOCUMENT NUMBER

PERSONAL IDENTIFICATION NUMBER ④

PERMANENT PRIVATE ADDRESS

POSTCODE P.O. BOX CITY

REGION ⑤ COUNTRY

PRIVATE PHONE

PRIVATE E-MAIL

II. BUSINESS DATA

If YES, please provide business data and attach copies of official supporting documents

Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies?

YES NO

BUSINESS NAME (if applicable)

VAT NUMBER

REGISTRATION NUMBER

PLACE OF REGISTRATION: CITY

COUNTRY

DATE

SIGNATURE

ANNEX CI: LIST OF ENTITIES INVITED TO SUBMIT A TENDER

ANNEX CII: ADMINISTRATIVE COMPLIANCE GRID

Contract title:	Provision/Supply of Two 4WD Motor Vehicles	Publication reference :	
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Tender envelope number	Name of tenderer	Is tenderer (consortium) nationality ⁵ eligible? (Y/N)	Is documentation complete? (Y/N)	Is language as required? (Y/N)	Is tender submission form complete? (Y/N)	Is tenderer's declaration signed (by all consortium members if a consortium)? (Yes/No/ Not Applicable)	Other administrative requirements of the tender dossier? (Yes/No/Not applicable)	Overall decision? (Accept / Reject)
1								
2								
3								

Chairperson's name	
Chairperson's signature	
Date	

⁵ If the tender has been submitted by a consortium, the nationalities of **all** the consortium members must be eligible.

EVALUATION GRID

Contract title:	Publication reference:	IPPSHAR-6545-01/2017-1.3.3.1/2.1 RRF-01/2020
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Tender envelope No	Name of tenderer	Rules of origin respected? (Y/N)	Economic & financial capacity? (OK/a/b/...)	Professional capacity? (OK/a/b/...)	Technical capacity? (OK/a/b/...)	Compliance with technical specifications? (OK/a/b/...)	Ancillary services as required? (OK/a/b/.../NA)	Subcontracting statement in accordance with art. 6 of the general conditions? (Y/N)	Other technical requirements in tender dossier? (Yes/No/Not applicable)	Technically compliant? Y/N	Justification/ notes:
1											
2											
3											
4											

Evaluator's name & signature	
Evaluator's name & signature	

⁶ The selection criteria, in the previous section of this form, have to be met before the technical requirements are assessed.

Evaluator's name & signature	
Date	

D: TENDER FORM FOR A SUPPLY CONTRACT

Publication reference: < **Publication reference** >

Title of contract: < **Title of contract** >

< **Place and date** >

A: < **Name and address of contracting authority** >.

One signed form must be supplied (for each lot, if the tender procedure is divided into lots), together with the number of copies specified in the instructions to tenderers. The form must include a signed declaration using the annexed format from each legal entity making the application. Any additional documentation (brochure, letter, etc.) sent with the form will not be taken into consideration. Applications being submitted by a consortium (i.e. either a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members. The attachments to this submission form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted, the originals must be dispatched to the contracting authority upon request. For economical and ecological reasons, we strongly recommend that you submit your files on paper-based materials (no plastic folder or divider). We also suggest you use double-sided print-outs as much as possible.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing a commitment on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator, as well as the relevant selection criteria. With regard to technical and professional criteria, an economic operator may only rely on the capacities of other entities where the latter will supply the supplies or perform the works or services for which these capacities are required. With regard to economic and financial criteria, the entities upon whose capacity the tenderer relies, become jointly and severally liable for the performance of the contract.

1 SUBMITTED BY

	Name(s) of tenderer(s)	Nationality⁷
Leader⁸		
Member		

⁷ Country in which the legal entity is registered.

⁸ Add/delete additional lines for members as appropriate. Note that a subcontractor is not considered to be a member for the purposes of this tender procedure. Subsequently, the data of the subcontractor must not appear in the data related to the economic, financial and professional capacity. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as '**leader**' (and all other lines should be deleted).

2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
E-mail	

3 ECONOMIC AND FINANCIAL CAPACITY⁹

Please complete the following table of financial data¹⁰ based on your annual accounts and your latest projections. If annual closed accounts are not yet available for the current year or past year, please provide your latest estimates in the columns marked with **. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the table). Any clarification or explanation which is judged necessary may also be provided.

Financial data Data requested in this table must be consistent with the selection criteria set in the contract notice	2 years before last year¹¹ <specify> > €	Year before last year <specify> €	Last year <specify> > €	Average¹² €	[Past year] €]**	[Current year] €]**
Annual turnover ¹³ , excluding this contract						
Current assets ¹⁴						
Current liabilities ¹⁵						

⁹ Natural persons have to prove their capacity in accordance with the selection criteria and by the appropriate means.

¹⁰ If this application is submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this tender form. Consolidated data are not requested for financial ratios.

¹¹ Last year=last accounting year for which the entity's accounts have been closed.

¹² Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

¹³ The gross inflow of economic benefits (cash, receivables, other assets) arising from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.

¹⁴ A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.

¹⁵ A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.

[Current ratio (current assets/current liabilities)]	Not applicable	Not applicable		Not applicable	Not applicable	Not applicable]
------------------------------------------------------	----------------	----------------	--	----------------	----------------	-----------------

4 EXPERIENCE

Please complete a table using the format below to summarise the **major relevant supplies** carried out over the past **3** years¹⁶ by the legal entity or entities making this tender. The number of references to be provided must not exceed **15** for the entire tender

Ref # (maximum 15)	Project title		...					
Name of legal entity	Country	Overall supply value (EUR) ¹⁷	Proportion supplied by legal entity (%)	No of staff provided	Name of client	Origin of funding	Dates	Name of members if any
...
Detailed description of supply						Related services provided		
...						...		

¹⁶ In the case of framework contracts (without contractual value), only specific contracts corresponding to assignments implemented under such framework contracts will be considered.

¹⁷ Amounts actually paid, without the effect of inflation.

5 TENDERER'S DECLARATION(S)

As part of their tender, each legal entity identified under point 1 of this form, including every consortium member, as well as each capacity-providing entity and each subcontractor providing more than 10% of the supplies, must submit a signed declaration using this format, together with the declaration of honour on exclusion and selection criteria (Annex 1) (insert Form a.14). The declaration may be in original or in copy. If copies are submitted the originals must be dispatched to the contracting authority upon request.

In response to your letter of invitation to tender for the above contract, we, the undersigned, hereby declare that:

- 1 We have examined and accept in full the content of the dossier for invitation to tender No <.....> of <date>. We hereby accept its provisions in their entirety, without reservation or restriction.
- 2 We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction:
Lot 1: <description of supplies with indication of quantities and origin>
Lot 2: <description of supplies with indication of quantities and origin>
Etc.
- 3 The price of our tender **excluding** spare parts and consumables, if applicable (excluding the discounts described under point 4) is:
Lot 1: <insert price>
Lot 2: <insert price and currency>
- 4 We will grant a discount of [<...>%], or [<.....>] [in the event of our being awarded lot ... and lot].
- 5 This tender is valid for a period of 90 days from the final date for submission of tenders.
- 6 If our tender is accepted, we undertake to provide a performance guarantee as required by Article 11 of the special conditions.
- 7 Our firm/company [and our subcontractors] has/have the following nationality:
<.....>
- 8 We are making this tender in our own right [as member in the consortium led by [< name of the leader >] [ourselves]*. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a member in the consortium, that all members are jointly and severally liable by law for the execution of the contract, that the lead member is authorised to bind, and receive instructions for and on behalf of, each member, that the execution of the contract, including payments, is the responsibility of the lead member, and that all members in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's execution]. [We confirm, as capacity-providing entity to be jointly and severally bound in respect of the obligations under the contract, including for any recoverable amount.]
- 9 In the event that our tender is successful, we undertake, if required, to provide the proof usual under the law of the country in which we are effectively established that we do not fall into any of the exclusion situations. The date on the evidence or documents provided will be no earlier than 1 year before the date of submission of the tender and, in addition, we will provide a statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

We also undertake, if required, to provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tender

specified in the contract notice, point 16. The documentary proofs required are listed in Section 2.6.11. of the practical guide.

We also understand that if we fail to provide the proof/evidence required, within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.

- 10** We agree to abide by the ethics clauses in Clause 23 of the instructions to tenderers and, in particular, have no conflict of interests or any equivalent relation which may distort competition with other tenderers or other parties in the tender procedure at the time of the submission of this application.
- 11** We will inform the contracting authority immediately if there is any change in the above circumstances at any stage during the implementation of the tasks. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the EU/EDF.
- 12** We note that the contracting authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.
- 13** We fully recognise and accept that if the above-mentioned persons participate in spite of being in any of the situations listed in Section 2.6.10.1.1. of the practical guide or if the declarations or information provided prove to be false, they may be subject to rejection from this procedure and to administrative sanctions in the form of exclusion and financial penalties up to 10% of the total estimated value of the contract being awarded and that this information may be published on the Commission website in accordance with the Financial Regulation in force.
- 14** We are aware that, for the purposes of safeguarding the EU's financial interests, our personal data may be transferred to internal audit services, to the early detection and exclusion system, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

[* Delete as applicable]

[If this declaration is being completed by a consortium member:

The following table contains our financial data as included in the consortium's tender form. These data are based on our annual closed accounts and our latest projections. Estimated figures (i.e. those not included in annual closed accounts) are given in italics. Figures in all columns have been provided on the same basis to allow a direct, year-on-year comparison to be made <except as explained in the footnote to the table>.

Financial data Data requested in this table must be consistent with the selection criteria set in the contract notice	2 years before last⁵ <specify> EUR	Year before last year <specify> EUR	Last year <specify> EUR	Average⁶ EUR	Past year EUR]	[Current year EUR]
Annual turnover ⁷ , excluding this contract						
Current assets ⁸						
Current liabilities ⁹						
[Current ratio (current assets/current liabilities)	Not applicable	Not applicable		Not applicable	Not applicable	Not applicable]

The following table contains our personnel statistics as included in the consortium's tender form:

Annual manpower	Year before past year		Past year		Current year		Period average	
	Overall	Relevant fields ¹¹	Overall	Relevant fields ¹¹	Overall	Relevant fields ¹¹	Overall	Relevant fields ¹¹
Permanent staff ¹²								
Other staff ¹³								
Total								
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%	%	%

Yours faithfully

Name and first name: <.....>

Duly authorised to sign this tender on behalf of:

<.....>

Place and date: <.....>

Stamp of the firm/company:

This tender includes the following annexes:

<Numbered list of annexes with titles>

ANNEX 1 – DECLARATION OF HONOUR ON EXCLUSION AND SELECTION CRITERIA

Insert Form A.14