

**VOLUME 1**  
**SECTION 1: INSTRUCTIONS TO TENDERERS**

## A. INSTRUCTIONS TO TENDERERS

### PUBLICATION REF.: MAB/BPL/FOUR/TRANSV/2018/2

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>).

### Supplies to be provided

1. 1.1 The subject of the contract is the supply (and installation for Lot 2) by the Contractor of the following goods

Lot 1: Acquisition of 2 personnel trucks (contract BAN/2016/375-631)

Lot 2: Acquisition and installation of equipment for solar panels (contract BAN/2016/375-632)

Lot 3: Acquisition of an air compressor, a mechanics tool kit and a fuel pump (contract BAN/2016/375-632)

2. To Missaka, Tiko, South west region, Cameroon. DDP<sup>1</sup>
3. 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.
4. The supplies described under lots 1 and 2 must be accompanied by an additional 'lot' consisting of spare parts and/or consumables. Neither the unit price, nor the overall price of spare parts will influence the evaluation of the tenders, except where they vary substantially between the tenders received. Lists of spare parts must be drawn up by tenderers on the basis of their professional experience and the expected places of use; they must show the unit prices of the parts, calculated as specified in Article 11 (below). The Contracting Authority reserves the right to alter the list of spare parts; any changes will appear in the contract.

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<sup>1</sup> Incoterms 2010 International Chamber of Commerce <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>.

- 5.** 1.4 Tenderers are not authorised to tender for a variant solution in addition to the present tender.

Tenderers are authorised to tender for a variant solution in addition to the present tender. The price of the variant solution has to be equal or below to the price of the winning tender. See section 20.5

## Time table

	DATE	TIME*
<b>Clarification meeting / site visit (if any)</b>	Not applicable	Not applicable
<b>Deadline for requesting clarifications from the Contracting Authority</b>	10 days before deadline for tenders	16:00 pm
<b>Last date on which clarifications are issued by the Contracting Authority</b>	04 days before deadline for tenders	-
<b>Deadline for submission of tenders</b>	17/08/2018	15:00 pm
<b>Tender opening session</b>	20/08/2018	10:00 am
<b>Notification of award to the successful tenderer</b>	At most 90 days after deadline for tenders <sup>⊗</sup>	-
<b>Signature of the contract</b>	at most 150 days after deadline for tenders <sup>&gt; ⊗</sup>	-

\* All times are in the time zone of the country of the Contracting Authority Provisional date

## 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) N°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.
- 6.** 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.
- 7.** 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.

- 8.** 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 2.3.3.1 or 2.3.3.2 of the Practical Guide. Should they do so, their tender will be considered unsuitable or irregular respectively. In the cases listed in Section 2.3.3.1 of the **Practical Guide** tenderers may also be excluded from EU financed procedures and be subject to financial penalties representing 2% to 10% of the total value of the contract in accordance with the conditions set in Section 2.3.4 of the **Practical Guide**. This information may be published on the Commission website in accordance with the conditions set in Section 2.3.4 of the Practical Guide. Tenderers must provide declarations 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 section 2.3.4 of the Practical Guide. Their tender will be considered irregular.

**9.** 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 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.

- 10.** 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.

- 11.** 3.6 Where tenders include subcontracting, it is recommended that the contractual arrangements between tenderers and their subcontractors include mediation, according to national and international practices, as a method of dispute resolution.

## Origin

- 12.** 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

- 13.** All supplies under this contract must originate in one or more of the above countries.

**14.** Tenderers must provide an undertaking signed by their representative certifying compliance with this requirement. For more details, see point 2.3.1 Practical Guide.

- 15.** 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.

## Type of contract

- 16.** unit-price

## Currency

- 17.** Tenders must be presented in Euro or F CFA

## Lots

Lot 1: Acquisition of 2 personnel trucks (contract BAN/2016/375-631)

Lot 2: Acquisition and installation of equipment for solar panels (contract BAN/2016/375-632)

Lot 3: Acquisition of an air compressor, a tool kit and a fuel pump (contract BAN/2016/375-632)

7.1 The tenderer may submit a tender for one lot, several or all of the lots.

**18.** 7.2 Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances must tenders be considered for part of the quantities required. If the tenderer is awarded more than one lot, a single contract may be concluded covering all those lots.

**19.** 7.3 A tenderer may include in its tender the overall discount it would grant in the event of some or all of the lots for which it has submitted a tender being awarded. The discount should be clearly indicated for each lot in such a way that it can be announced during the public tender opening session.

**20.** 7.4 Contracts will be awarded lot by lot, but the Contracting Authority may select the most favourable overall solution after taking account of any discounts offered.

## Period of validity

**21.** 8.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.

**22.** 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 2.3.3.1 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.

## Language of tenders

**23.** 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.

**24.** 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.

## Submission of tenders

- 25.** 10.1 The Contracting Authority must receive the tenders 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:

**BOH PLANTATIONS LTD  
C/O YENTOH GAMNJE  
DHL, DOUALA  
CAMEROON**

If the tenders are hand delivered they should be delivered to the following address:

**BOH PLANTATIONS LTD  
MISSAKA, TIKO  
SOUTH WEST REGION**

**Monday – Friday: 9:00am to 15:00 pm**

**Saturday: 9:00 am to 12:00 pm**

Tenders must comply with the following conditions:

- 26.** 10.2 All tenders must be submitted in one original, marked 'original', and 2 copies signed in the same way as the original and marked 'copy'
- 27.** 10.3 All tenders must be received at the aforementioned addresses before the deadline 17<sup>th</sup> August 2018, 15:00 pm by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by Gamnje Yentoh, MAB Office, or her representative.
- 28.** 10.4 All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:
- the above address;
  - the reference code of this tender procedure, (MAB/BPL/FOUR/TRANSV/2018/2);
  - where applicable, the number of the lot(s) tendered for;
  - the words 'Not to be opened before the tender opening session' in the language of the tender dossier
  - 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.

## 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 if applicable:

- o a list of the spare parts and consumables recommended by the manufacturer;
- o a proposal for after-sales service over 3 years;
- o a training proposal indicate training needs;
- o technical proposals related to ancillary services.

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 a DDP<sup>2</sup> basis for the supplies tendered, including if applicable:
  - o financial proposal for spare parts and consumables for use for 3 years with itemised price list;
  - o financial proposal for after-sales **services for 5 years**;
  - o financial proposal for training;
  - o financial proposal related to ancillary services;

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

- An electronic version of the financial and technical offer

**Part 3: Documentation:**

To be supplied using the templates attached\*:

- The 'Tender Form for a Supply Contract', together with its Annex 1 'Declaration of 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\_lefind\_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 description of the organisation of the commercial warranty tendered in accordance with the conditions laid down in Article 32 of the Special 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.

<sup>2</sup> — Incoterms 2010 International Chamber of Commerce <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>.

- For Cameroonian companies, the documentation should include:
  - A photocopy of the tax card for the current year
  - A photocopy of the company's registration in company's registry
  - A photocopy of the current business licence
  - An original clearance certificate from CNPS dating no more than 3 months attesting that the company regularly pays their dues
  - A certificate of non-bankruptcy dating no more than 3 months
  - An original of the tax clearance dated less than three months attesting that the bidder is in good standing with respect to taxes.
  - A certificate of location.

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>

### **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 10 days before the deadline for submission of tenders, specifying the **publication reference and the contract title**:

Contact name: Gamnje Yentoh

E-mail: [yentoh01@yahoo.co.uk](mailto:yentoh01@yahoo.co.uk)

Contact name: Eric Yinkfu

E-mail: [yemyete@yahoo.co.uk](mailto:yemyete@yahoo.co.uk)

The Contracting Authority has no obligation to provide clarifications after this date.

Any clarification of the tender dossier will be published on the Assobacam website at [www.assobacam.com](http://www.assobacam.com) at the latest 04 days before the deadline for submission of tenders.

Any prospective tenderers seeking to arrange individual meetings with either the Contracting Authority and/or the European Commission during the tender period may be excluded from the tender procedure.

### **Clarification meeting / site visit**

- 14.1 No clarification meeting / site visit planned. Visits by individual prospective tenderers during the tender period can be organised after requesting an appointment through the email addresses above.



## **Alteration or withdrawal of tenders**

- 29.** 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.
- 30.** 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.
- 31.** 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.

## **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.

## **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.

## **Joint venture or consortium**

- 32.** 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.
- 33.** 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.

## **Opening of tenders**

- 34.** 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.
- 35.** 19.2 The tenders will be opened in public session on 20<sup>th</sup> August 2018 at 10:00 am at the head office of Boh Plantations in Missaka, by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request.
- 36.** 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.

- 37.** 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.
- 38.** 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.
- 39.** 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.

## **Evaluation of tenders**

**40.** 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.

**41.** 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.

**42.** 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.

**43.** 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.

**44.** 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.

#### **45.** 20.5 Variant solutions

Variant solutions will be taken into consideration only if the variant solution has a price equal or below the price of the original tender of the selected tenderer.

Tenderers must submit tenders in accordance with the requirements of the tender dossier. If the invitation to tender provides for variants to be submitted, the technical specifications must specify the subject, limits and basic conditions applicable. If tenderers wish to submit variant technical proposals, they may do so. **Only variants proposed by the selected tenderer will be considered by the Contracting Authority.**

Variant solutions must include all the details necessary for their full evaluation, including the proposed drawings, design calculations, technical specifications, price schedule and methods. Any variant solution must comprise:

- (a) an individual tender for the variant solution;
- (b) a demonstration of the advantages of the variant solution over the initial solution, including a quantifiable justification of any economic and/or technical advantages;
- (c) the drawings and specifications provided for in the initial solution which are not affected by the variant solution;
- (d) the drawings and specifications affected by the variant solution;
- (e) a technical note on the design of the variant solution and, where appropriate, drawings and calculations;

**46.** The rates and prices inserted in the budget breakdown must correspond to the conditions laid down in the tender documents. Tenderers must clearly indicate in their variants what additions and subtractions are to be made for each rate and price if the Contracting Authority accepts the variant and its specific features.

**47.** Any variant proposals must be submitted in a separate inner envelope, clearly marked 'variant', and it must contain a technical and a financial offer.

#### **48.** Award criteria

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

### **Signature of the contract and performance guarantee**

- 21.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must 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 2.3.3 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 must be provided that the situations described in these documents have not changed since then.

**49.** 21.2 The successful tenderer must 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 2.4.11 of the Practical Guide.

**50.** 21.3 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 financial and economic capacity and/or of the technical and professional capacity according to the selection criteria specified in point 16 of the contract notice shall be submitted. (See further point 2.4.11 of the Practical Guide).

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.

21.4 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.

**51.** 21.5 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.

**52.** 21.6 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.

21.7 A retention guarantee of 10% of the value of the contract will be made. It will be released within 45 days of the issue of the final acceptance certificate by the Contracting Authority, except for the proportion assigned to after-sales service. For contracts of € 150.000 or below, on the basis of objective criteria such as the type and value of the contract, the Contracting Authority may decide not to require such a guarantee.

## **Tender guarantee**

No tender guarantee is required.

## **Ethics clauses**

**53.** 23.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority

during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of their candidacy or tender and may result in administrative penalties.

- 54.** 23.2 Without the Contracting Authority's prior written authorisation, a Contractor and its staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 55.** 23.3. When submitting a tender, tenderers must declare that they are not affected by a conflict of interest and have no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Authority.
- 56.** 23.4 Contractors must at all times act impartially and as faithful advisers in accordance with the code of conduct of their profession. They will refrain from making public statements about the project or services without the Contracting Authority's prior approval. They may not commit the Contracting Authority in any way without its prior written consent.
- 57.** 23.5 For the duration of the contracts Contractors and their staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular and in accordance with the legal basic act concerned, tenderers that have been awarded contracts must abide by core labour standards as defined in the relevant International Labour Organisation conventions (such as the Conventions on freedom of association and collective bargaining; Abolition of forced and compulsory labour; Elimination of forced and compulsory labour; Abolition of child labour).
- 58.** 23.6 Contractors may accept no payment connected with the contracts other than that provided for therein. Contractors and their staff must not exercise any activity nor receive any advantage inconsistent with their obligations to the Contracting Authority.
- 59.** 23.7 Contractors and their staff are obliged to maintain professional secrecy for the entire duration of contracts and after their completion. All reports and documents drawn up or received by Contractors will be confidential.
- 60.** 23.8 The contract governs the Contracting Parties' use of all reports and documents drawn up, received or presented by them during the implementation of the contract.
- 61.** 23.9 Contractors must refrain from any relationship likely to compromise their independence or that of their staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 62.** 23.10 The 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 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 implementation of a contract already concluded with the Contracting Authority.
- 63.** 23.11 All tenders will be rejected or contracts terminated if it emerges that the award or implementation 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 recipient who is not clearly identified or commissions paid to a company which has any appearance of being a front company.
- 64.** 23.12 The Contractor undertakes to supply the Commission on request with all supporting documents relating to the conditions of the contract's execution. The Commission may carry out

whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

- 65.** 23.13 Contractors found to have paid unusual commercial expenses on projects funded by the EU are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.
- 66.** 23.14 The Contracting Authority reserves the right to suspend or cancel the procedure, if the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, the Contracting Authority may refrain from concluding the Contract.

## **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 substantial errors, 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.**

## **Appeals**

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See section 2.4.15 of the Practical Guide.

## D. TENDER FORM FOR A SUPPLY CONTRACT

Publication reference: MAB/BPL/FOUR/TRANSV/2018/2

Title of contract: < Title of contract >

< Place and date >

A: < Name and address of Contracting Authority >.

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**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 Instruction 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 economic 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

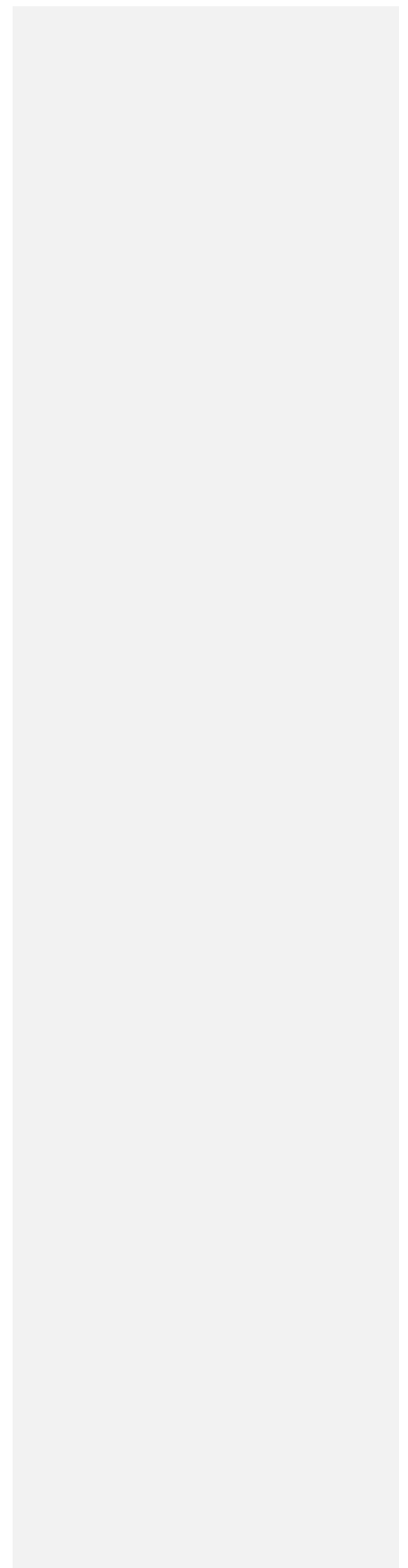
	Name(s) of tenderer(s)	Nationality <sup>3</sup>
Leader <sup>4</sup>		

---

<sup>3</sup> Country in which the legal entity is registered.

<sup>4</sup> 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).

<b>Member</b>		
<b>Etc ...</b>		





## 2 CONTACT PERSON (for this tender)

<b>Name</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Fax</b>	
<b>E-mail</b>	

## 3 ECONOMIC AND FINANCIAL CAPACITY<sup>5</sup>

Please complete the following table of financial data<sup>6</sup> based on your annual accounts and your latest projections. If annual 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	2 years before last year <sup>7</sup> <specify> €	Year before last year <specify> €	Last year <specify> €	Average <sup>8</sup> €	[Past year € ]**	[Current year €]**
Annual turnover <sup>9</sup> , excluding this contract						
Current Assets <sup>10</sup>						

<sup>5</sup> Natural persons have to prove their capacity in accordance with the selection criteria and by the appropriate means.

<sup>6</sup> 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.

<sup>7</sup> Last year=last accounting year for which the entity's accounts have been closed.

<sup>8</sup> Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

<sup>9</sup> 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.

<sup>10</sup> 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.

Current Liabilities <sup>11</sup>						
[Current ratio (current assets/current liabilities)]	Not applicable	Not applicable		Not applicable	Not applicable	Not applicable]

---

<sup>11</sup>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.

#### 4 STAFF RESOURCES

Please provide the following personnel statistics for the current year and the two previous years.<sup>12</sup>

Annual manpower	Year before past year		Past year		Current year		Period average	
	Overall	Relevant fields <sup>13</sup>	Overall	Relevant fields <sup>11</sup>	Overall	Relevant fields <sup>11</sup>	Overall	Relevant fields <sup>11</sup>
Permanent staff <sup>14</sup>								
Other staff <sup>15</sup>								
Total								
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%	%	%

<sup>12</sup> If this tender 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.

<sup>13</sup> Corresponding to the relevant specialisms identified in point 5 below.

<sup>14</sup> Staff directly employed by the Tenderer on a permanent basis (i.e. under indefinite contracts).

<sup>15</sup> Other staff not directly employed by the Tenderer on a permanent basis (i.e. under fixed-term contracts).

## 5 FIELDS OF SPECIALISATION

Please use the table below to indicate the **specialisms relevant to this contract** of each legal entity making this tender, by using the names of these specialisms as the row headings and the name of the legal entity as the column headings. Show the relevant specialism(s) of each legal entity by placing a tick (✓) in the box corresponding to those specialisms in which the legal entity has significant experience. [**Maximum 10 specialisms**]

	Leader	Member 2	Member 3	Etc ...
Relevant specialism 1				
Relevant specialism 2				
Etc ... <sup>16</sup>				

<sup>16</sup>add/delete additional lines and/or rows as appropriate. If this tender is being submitted by an individual legal entity, the name of the legal entity should be entered as 'Leader' (and all other columns should be deleted).

## 6 EXPERIENCE

Please complete a table using the format below to summarise the **major relevant supplies** carried out over the past 3 years<sup>17</sup> 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) <sup>18</sup>	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		
...						...		

<sup>17</sup>In the case of framework contracts (without contractual value), only specific contracts corresponding to assignments implemented under such framework contracts will be considered.

<sup>18</sup>Amounts actually paid, without the effect of inflation.

7 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.15). 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>  
Lot 3: <insert price>
- 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 2.4.11 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 2.3.3.1 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 representing 2% 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 conditions set in Section 2.3.4 of the Practical Guide.
- 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 audited accounts and our latest projections. Estimated figures (i.e. those not included in annual audited 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	2 years before last <sup>5</sup> <specify> EUR	Year before last year <specify> EUR	Last year <specify> EUR	Average <sup>6</sup> EUR	Past year EUR]	[Current year EUR]
Annual turnover <sup>7</sup> , excluding this contract						
Current Assets <sup>8</sup>						
Current Liabilities <sup>9</sup>						
[Current ratio (current assets/current liabilities)	Not applicable	Not applicable		Not applicable	Not applicable	Not applicable]

VANDEN BERGHE Fred..., 2/12/15 10:44  
Mis en forme: Interligne : simple



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 <sup>11</sup>	Overall	Relevant fields <sup>11</sup>	Overall	Relevant fields <sup>11</sup>	Overall	Relevant fields <sup>11</sup>
Permanent staff <sup>12</sup>								
Other staff <sup>13</sup>								
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>

**Declaration on honour on  
exclusion criteria and selection criteria**

The undersigned [*insert name of the signatory of this form*], representing:

<i>(only for natural persons)</i> himself or herself	<i>(only for legal persons)</i> the following legal person:
ID or passport number:  (‘the person’)	Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number:  (‘the person’)

**I – SITUATION OF EXCLUSION CONCERNING THE PERSON**

(1) declares that the above-mentioned person is in one of the following situations:	YES	NO
(a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
(b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>

(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(d) it has been established by a final judgement that the person is guilty of the following:		
(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
(g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to: <ul style="list-style-type: none"> <li>i. facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;</li> <li>ii. non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;</li> <li>iii. decisions of the ECB, the EIB, the European Investment Fund or international organisations;</li> <li>iv. decisions of the Commission relating to the infringement of the Union's</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>

competition rules or of a national competent authority relating to the infringement of Union or national competition law; or		
v. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.		

**II – SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON**

*Not applicable to natural persons, Member States and local authorities*

(2) declares that a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers company directors, members of management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations:	YES	NO	N/A
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract )	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**III – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON**

(3) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations:	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**IV – GROUNDS FOR REJECTION FROM THIS PROCEDURE**

(4) declares that the above-mentioned person:	YES	NO
(h) has distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure.	<input type="checkbox"/>	<input type="checkbox"/>

**V – REMEDIAL MEASURES**

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment

of fines. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

## VI – EVIDENCE UPON REQUEST

Upon request and within the time limit set by the contracting authority the person must provide information on the persons that are members of the administrative, management or supervisory body. It must also provide the following evidence concerning the person itself and concerning the natural or legal persons which assume unlimited liability for the debt of the person:

For situations described in (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (a) or (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

## VII – SELECTION CRITERIA

(5) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender specifications:	YES	NO	N/A
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section <i>[insert]</i> of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable economic and financial criteria indicated in section <i>[insert]</i> of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical and professional criteria indicated in section <i>[insert]</i> of the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

***The contracting authority must adapt the table above to the criteria indicated in the tender specifications (i.e. insert extra rows for each criterion or delete irrelevant rows).***

(6) if the above-mentioned person is the <b>sole tenderer</b> or the <b>leader in case of joint tender</b> , declares that:	YES	NO	N/A
---	-----	----	-----

(d) the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------	--------------------------

**VII – EVIDENCE FOR SELECTION**

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

*The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.*

Full name

Date

Signature

TECHNICAL SPECIFICATIONS

Lot 1: Acquisition of 2 personnel trucks (contract BAN/2016/375-631)

1. Item N°	2. Specifications Required	3. Specifications Offered	4. Notes, remarks, ref to documentation	5. Evaluation Committee's notes
	Poids total autorise en charge (t): 15,100			
	Poids chassis cabine (t): 4,245			
	Charge utile (t): 10,855			
	Longueur carrossable (m): 5,460			
	Longueur chassis cabine (m): 7,520			
	Empattement (m): 4,280			
	Garde au sol (m): 0,350			
	MOTEUR			
	Type: Diesel			
	Cylindree (cm <sup>3</sup> ): 7,961			
	Nombre de cylindrée: 6			
	Puissance (Ch): 210			
	Puissance (Tr/min): 2900			
	Puissance électrique (Kw): 155			
	Injection: directe			
	Contenance reservoir (L) : 200			
	CHASSIS CABINE			
	Embrayage: Mono disque			
	Transmission: 6 vitesse avant + 1 marche arriere			

1. Item N°	2. Specifications Required	3. Specifications Offered	4. Notes, remarks, ref to documentation	5. Evaluation Committee's notes
	Suspension (AV/AR): semi-elliptique			
	Pneu avant & arriere: 10.00R20-14			
	Frein: A double circuit hydraulique			
	Essieu Elliot renverse avant (kg): 5,500			
	Essieu Elliot renverse arriere (kg): 10,000			
	INTERIEUR			
	Nombre de places assises: 3			
	Ceinture de securite:			
	Direction: Assistee, inclinable et telescopique			
	Frein d'échappement			
	Embrayage: assisté			

**1. Lot 2: TECHNICAL SPECIFICATIONS FOR THE SUPPLY AND INSTALLATION OF SOLAR ENERGY SYSTEM**

**This comprises the following contracts:**

**PV Modules 400 watts (contrat N°BAN/2016/375-632)**

**Various equipment for installation of solar panel (contrat N°BAN/2016/375-632)**

**Installation of solar panel (contrat N°BAN/2016/375-632)**

**GENERAL DISPOSITIONS**

**CHAPTER I – GENERALITIES**

- 1.1- Objectives
- 1.2- Geographical location
- 1.3- Climate of the area



## **CHAPTER II- WORK TO BE DONE**

- 2.1- Actual disposition of equipment and buildings
- 2.2- Energy load of the plantation

## **CHAPTER III- TECHNICAL SPECIFICATIONS**

- 4.1- Module
- 4.2- Inverter
- 4.3- Control unit
- 4.4- Support/mounting structure
- 4.5- Cabling

## **CHAPTER IV- SECURITY**

## **BILL OF QUANTITIES FORMAT**

## **DOCUMENTATION**

### **GENERAL DISPOSITIONS AND OBLIGATIONS**

This document is meant to provide contractors with a general scope of work to be done, the technical specifications of the various components and the mode of realization. All the precise dispositions or technical specifications concerning the quality and choice of materials in this document have to be respected by the contractor.

The contractor is called upon to study the document details as lack of intrinsic knowledge of any aspect will lead to elimination of the concerned.

### **LIMITS**

This document is not exhaustive or fixed on aspects that concern quantities. Any mentioned quantities are indicative.

The document describes more of what has to be realized. The contractor is advised to study the document; make an appraisal of the situation on the field so as to make a reasonable offer.

At the time of contract, the contractor must have taken into consideration all possible cost details. The contractor shall bear all expenses that stem from ignorance, errors or omissions.

## **CHAPTER I: GENERALITIES**

### ***1.1 OBJECTIVE***

BOH PLANTATIONS LIMITED (BPL) as a banana producing company is involved in so many activities that require electrical energy. The main source of energy today is thermal diesel. As a long-term project, BPL is looking forward to getting an alternative energy source which will be less costly to exploit and have less impact on the environment.

### ***1.2 GEOGRAPHICAL LOCATION***

As of today Boh Plantations Limited has two plantations; Mbonjo banana expansion and Missaka plantation. The site for the project is the missaka plantation. BPL missaka is located in the South West Region of Cameroon at 7km from the national road (N3) to Tiko, some 15km from Douala and is along the Mounjo River at 4°08'018"N/9°31'20.24".

### ***ENVIRONMENTAL CONDITIONS***

- Site: Missaka
- Country: Cameroon
- Max Temperature: 40°C
- Min Temperature: 20°C
- Altitude: 100m

- Max relative Humidity: 90°C

## CHAPTER II- WORK TO BE DONE

### 2.1. ACTUAL PLANTATION'S ENERGY INFRASTRUCTURE

#### 2.1a Diesel Generators:

- **one 800 kVA (for irrigation pumping system)**

Operating 24hrs during irrigation periods with a diesel consumption of 70L/h.  
Genset is switched On/Off manually and fuel supply is controlled manually.

This is meant to be a standby generator for the irrigation pumps.

- **one 500 kVA (For Irrigation pumping System) a stand by genset when the 800kva fails.**

Operating 24hrs during irrigation periods with a diesel consumption of 50L/h.

Genset is switched On/Off manually and fuel supply is controlled manually. This is meant to be the main diesel power for the 2 existing irrigation pumps.

- **Two 65 KVA gensets.**

- one Powering the administrative buildings from 7 am – 7pm)

- one powering the packaging station (6am – 6pm)

- **One 20kw genset for the infirmary**

### 2.2 APPROXIMATE LOAD DEMANDE FOR THE PLANTATION

- 2 Irrigation pumps.....	264kw
- Pack house.....	52kw
- Office infrastructure/Garage.....	52kw
- Water treatment plant.....	4kw
- Infirmary.....	30kw
TOTAL -----	402kw

This load is based on the existing Diesel Genset in use. Exact load demand will be investigated by the contractor in order to recommend an exact potential solar capacity to be installed.

The contractor will also have to propose an autonomous solar street lighting system to illuminate the following strategic sites:

- The pumping station,
- Front of the main office,
- Front of garage,
- Plantation's main entrance,
- the two evacuation pumps and
- the pack house
- Front of the infirmary

## CHAPTER III- TECHNICAL SPECIFICATIONS

### 3.1- Module

I - ELECTRICAL DATA							
MODULE		FU 250 P	FU 255 P	FU 260 P	FU 265 P	FU 270 P	FU 275 P
<i>1.1 Standard Test Conditions STC: 1000 W/sqm - AM 1.5 - 25 °C - tolerance: Pmax (±3%), Voc (±4%), Isc (±5%)</i>							
Module power (Pmax)	W	250	255	260	265	270	275
Open circuit voltage (Voc)	V	36.91	37.27	37.59	37.95	38.3	38.65
Short circuit current (Isc)	A	8.74	8.81	8.86	8.95	9.03	9.11
Maximum power voltage (Vmpp)	V	30.21	30.5	30.65	30.95	31.22	31.52

Maximum power current (Imp)	A	8.28	8.37	8.49	8.57	8.65	8.73
Module efficiency	%	15.3	15.61	15.92	16.22	16.53	16.84

**1.2 Nominal Module Operating Temperature NMOT: 800 W/mq - T=45 °C - AM 1.5**

Module power (Pmax)	W	184	187	191	195	198	202
Open circuit voltage (Voc)	V	33.77	34.1	34.39	34.72	35.04	35.36
Short circuit voltage (Isc)	A	7.16	7.22	7.26	7.33	7.4	7.46
Maximum power voltage (Vmpp)	V	27.52	27.79	27.92	28.2	28.44	28.71
Maximum power current (Imp)	A	6.69	6.76	6.86	6.92	6.99	7.05

**II - TEMPERATURE RATINGS**

Temperature coefficient Isc		%/°C	0.0474
Temperature coefficient Voc		%/°C	-0.285
Temperature coefficient Pmax		%/°C	-0.37
NMOT *		°C	45
Operating temperature		°C	from -40 to +85
* Nominal Operating Cell Temperature			

**III - MECHANICAL SPECIFICATIONS**

Dimensions	1650 x 990 x 35 mm
Weight	17.9 kg
Glass	Tempered, transparent, 3.2 mm
Cell encapsulation	EVA (Ethylene Vinyl Acetate)
Cells	60 polycrystalline cells 156.75x156.75 mm
Back sheet	Composite multilayer film
Frame	Anodized aluminium frame with mounting and drainage holes
Junction box	Certified according to IEC 62790, IP 68 approved
Cables	Solar cable, length 900 mm assembled with MC4-combinable plugs
Maximum reverse current (Ir)	20 A
Maximum system voltage	1000 V (1500 V on request)

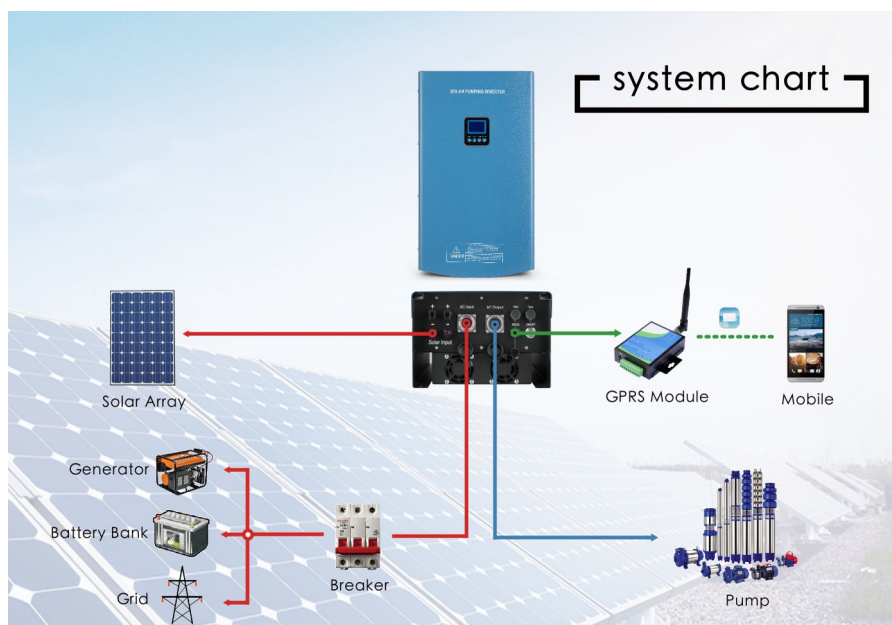
Maximum load (wind/snow)	5400 Pa (including safety factor 1.5)
Protection Class	II - accordance to IEC 61730

### 3.2 INVERTER

#### DC SOLAR PUMPING

##### Description of the system

After closely observing and sizing the installation to power two pumps of 110kW, which requires a solar array of 500kWp and two hybrid solar pumping inverters of 150kW each to be able to run the pumps during effective sunshine hours.



##### SOLAR PUMP INVERTER

###### Description

DC solar pump controller is used to convert DC power generated from the PV modules to single phase DC power that drives any DC submersible or surface pump.

It consists of an efficient programmed drive which acts as an inverter to change the DC power generated from the solar modules to AC power and operates the pump/ in addition it gives complete protection to the pump connected to the system and controls its functions. The MPPT function of the controller improves the overall system efficiency.

## Features

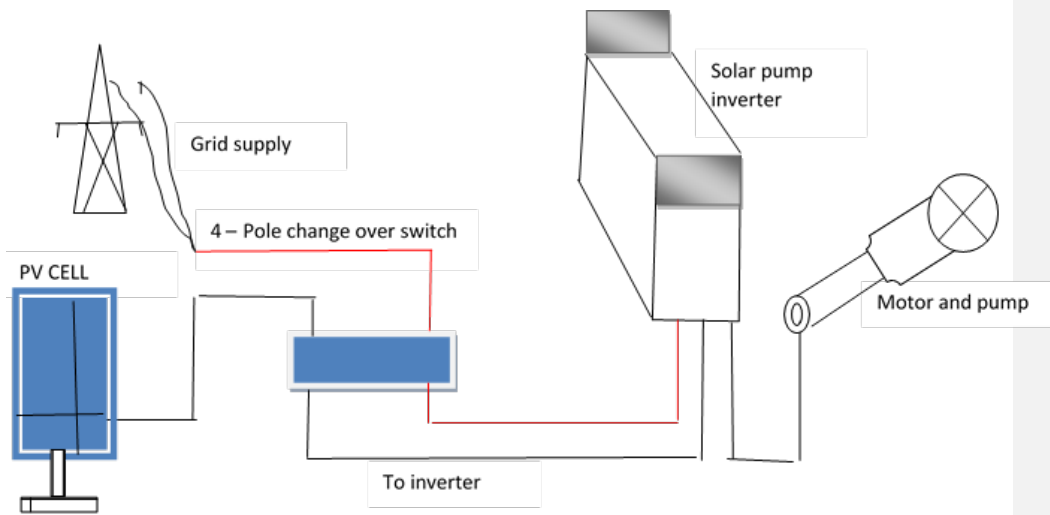
- Automatic hybrid power input
- Maximum Power Point tracking (MPPT) to improve the system efficiency
- GPRS SMS control/monitoring
- Auto start/stop based on solar light intensity
- Water level sensors for storage tank
- Protects from dry run, high/low voltage, over/under load operations, phase failure
- Indicators for faulty operations
- Output filter
- Variable frequency AC pump drive (1-50Hz)

## Controller specifications

Solar Pumping Inverter/Controller HSPH150KH		
Solar Panel DC Input	Max Voc Voltage	780 V
	Recommend Vmp Voltage	480 ~ 750V
	Max MPPT Efficiency	99 %
	Max Input Current	390 A
	Number Of Strings	1
Hybrid AC/Diesel Input	Voltage	380/400/440 V 3-Phase
	Max Input Current	296 A
Hybrid Battery Input	Voltage	480 V
	Max Input Current	296 A
AC Output	Max Adapted AC Pump Horse Power	200 HP
	Max Adapted AC Pump Power	150 KW
	Drive Mode	Variable Frequency Drive 3Phase
	Max Output voltage	380/400/440 V
	Max Output frequency	50 ~60 Hz
	Max Output Current	270 A
Max Efficiency		97 %
AC / Diesel / Battery Supplement Method for low power of Solar Panel		<b>Manual</b>
Water level Sensor(well / tank)		Yes
GPRS SMS Monitor & Controller		Optional
Display		LCD display

Waterproof		N
Cooling Method		Force Cooling by Fan
Protection		DC input Low/Over Voltage DC Input Reverse Polarity AC Output Short-circuit Over Temperature Over Flow of Tank Against Lightning AC Output Phase Lose Dry-Run AC Output Unbalance
Operating Environment	Operating environment temperature	-10 to 60°C, Above 60°C needed to derate load
	Max Humidity	95 %RH
	Using altitude	< 3000m, Above 3000m need to derate load
	Others	Prohibiting the installation location: direct sunlight, thick dust, corrosive gas or oil mist, flammable gas, liquid. etc
Package	Size	840*540*470 MM
	Weight	160 KG

## **TECHNICAL DATA FOR INVERTERS**



### **COMMON FEATURES FOR ACS 355 AND ACS MI**

- DC/AC connection at the input side depending on driver rating
- Inbuilt MPPT Algorithm when connected to PV cells
- Auto start – Auto stop
- Auto fault reset
- Pump cleaning
- Flow calculation
- Optional operator panel
- Option for external interlock (Thermistor Input etc)
- Flow detection function (dry pump protection)

#### **DC Connection**

- Dc operating voltage: 225 to 800 VDC, inverter shall deliver rated current at 570VDC for 3-400V pumps.

#### **AC Connection**

- Ac voltage 380-480V 10% for 3-400V pumps

#### **Inbuilt Inverter Protection Function**

- Over current fault
- Short circuit fault
- Earth fault
- Motor phase loss
- Stall function

#### **Pump Cleaning**

The solar pump inverter provides the pump cleaning function to prevent solids from building up on pump impellers or piping. The function applies a sequence of forward reverse runs of the pump to shake off any residue on the impeller or piping.

### **Technical Specifications**

- Enclosure class IP42
- Assistant control panel as standard
- Panel mounted drive
- Built in drive and motor protection circuits
- Change over switch optional
- Charging circuit for control

### 3.3 Control unit

Together with PV inverters, the Controller has to offer a system solution for the Integration of large-scale PV power plants into electrical networks.

- The Controller has to offer reliable control and monitoring of PV inverters and Allow a stable operation of the electrical network. For this purpose, the Controller Has to monitor permanently the status of the Gensets and the loads and adjusts the Power output of the PV inverters accordingly.

- The system operator has to have the possibility to activate various functions for a Stable and reliable system operation such as minimum Genset loading and spinning reserve.

- In addition, all relevant measurements, process data and the current system status have to be accessible via a SCADA system or a web-based user interface offering remote monitoring.

The controller must fulfil at least the following features to ensure system stability:

- Detailed monitor of load and sufficient time response to react to load jumps

- Providing sufficient spinning reserve for load jumps

- Providing sufficient over-current capacity to trigger fuses and secure installation in the event of short circuits

- Monitor grid status with a sampling velocity of 200 ms or less and have sufficient time response to react to changes

- Monitoring Genset with a sampling velocity of 200 ms or less at its optimal operating point and avoid underload damages

- Calculation of suitable values for the maximum power output of the PV inverters according to defined parameter settings and the current status of gensets and load.

- Control and interface communication via ethernet or quicker communication interfaces, not RJ45 or RS 485

- Emergency shutdown of solar inverters in case of malfunction

- Interaction with third party SCADA interface

- Displaying data locally Visualization (local and Web-based via own SCADA or third party)

- Data logging (time stamping)

- Remote access (via extra routers and/or modems)

- Outdoor operation might be needed à IP 54 or IP 65

- Might have different operating modes (slave and master) to ensure sufficient flexibility in case of changes

- Providing common control functions for more than single Genset such as Load dependent Start/Stop



- Automatic synchronizing to bus-bar
- Predictive maintenance of Genset
- Managing automatic load share of Gensets
- Levelling utilization of Gensets (operating hours)
  - Batteries shall be optional as they are expensive and not yet economically feasible in many locations.
  - Scalability: the system must be expandable without additional components and also, able to use batteries as storage system
  - Ensure that the system has been implemented successfully at least 30 times on large scale system

### **3.4 SUPPORT / MOUNTING STRUCTURE**

- The support structure shall be ramped, with a two-pile driven foundation and with no soil sealing. The ramming dept. shall not exceed 1800mm
- Material galvanized steel, and hot deep galvanized foundation post to ensure that anchoring forces can be transmitted as far as the upper connection point, thus ensuring optimal structural safety of the plant against wind. The profile piledriving should safeguard optimum anchoring in the ground and maximum bending stiffness at the same time.
- Mounting structure shall withstand wind speed of 36 m/s ( $v_{ref} = 36,00$  m/s,  $q_{ref} = 0,81$  kN/m<sup>2</sup>).
  - Special hydraulic pile – drivers should be used for the pile – driving of the foundation post into the ground.
  - The module bearing rail profile, should have a geometry that allies to the flow of forces, and fastened to the support units with special mounting claws.

### **3.5. CABLING**

- DC / AC cables will have to adhere to International Norms
- Solar cable 6 mm<sup>2</sup>, single conductor cable NAYY-O 35-300mm<sup>2</sup> via empty conduits underground.
- Full installation of DC cabling from modules to junction boxes and then to inverters, including work and material. Interconnection of modules to strings of 24 modules each.
- AC Cables will be buried, Interconnection of transformers using mid voltage underground cable and single branch connection.
- Each cable (also DC) will be labelled with corresponding signs at the beginning and the end.

### **4. SECURITY**

- Energy Generation facility should be secured with fencing and access limited ONLY to trained personnel.
- Site Perimeter Fencing and Gate shall be an Industrial metal fence with barbed wire on top; height 2m, gates with two wings 3m width each; pillars will be rammed or encased in concrete.
- ALL Connecting cables should be secured and buried underground
- Security Equipment and Maintenance of Equipment shall be intelligent video equipment for perimeter protection and alarming, using thermal and video cameras placed along the fence, with login via a central computer.

#### 4.2. EARTHING

- The whole Solar part will be connected with an Earthing system
- In the cable tranches a drain wire of 8mm galvanized steel will be added.
- All stations, junction boxes, and the pillars of the mounting tables will have to be connected to the earthing system
- All tables will be integrated into a potential equalization, which will be connected to the Earth potential inside the cable.
- The single tables will have to be interconnected with an 8mm Aluminium circular conductor.
- Corrosion protection will have to be realized in the earthing cables with shrinking tubes
- Additional deep earth electrodes may be installed at transformer stations to implement the required spreading resistance.

#### 4.3 SITE PREPERATION

- Contractor will have to prepare the site, conform to the norms and specifications of the installation above. The site slope shall not exceed 5%
- A Drainage system shall be installed to avoid site flooding during heavy rains.

<b>BILL OF QUANTITIES FOR THE SUPPLY AND INSTALLATION OF SOLAR PANELS ENERGY SYSTEM IN BPL MISSAKA</b>					
S/N	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT

<b>TOTAL AMOUNT</b>					

## 6. DOCUMENTATION

- Plant Design (PDF)
- Detailed Engineering plan and cable installation plan
- Bill of Material
- Circuit diagrams for table schemes, DC and AC installations, Medium / Low voltage, Communication
- Datasheets and detailed drawing of ALL main components (Solar panels, Inverters, transformers, Control system, Support structure).
- Manufacturers warranties, performance guarantees of All main components
- Operation and Maintenance plan

Lot 3: Acquisition of an air compressor, a mechanics tool kit and a filling station type fuel pump (contract BAN/2016/375-632)

**ANNEX IV: BUDGET BREAKDOWN (MODEL FINANCIAL OFFER) TO BE TAILORED TO THE SPECIFIC PROJECT**

Page No 1 [of...]

**PUBLICATION REFERENCE:** <reference number> **NAME OF TENDERER:** <name>

A	C	D	E	
ITEM NUMBER	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS WITH DELIVERY [DDP]  <PLACE OF ACCEPTANCE> [EUR] [<ISO code of national currency> only for indirect management in the following cases: (i) when legal or local constraints exceptionally impose using the national currency; (ii) when needed, for contracts within the imprest	TOTAL [EUR]  [<ISO code of national currency> only for indirect management in the following cases: (i) when legal or local constraints exceptionally impose using the national currency; (ii) when needed, for contracts within the imprest component of a programme estimate]

			component of a programme estimate]	
1				
2				
		[Training]	[Lump sum]	
		[Other services]	[Lump sum]	
			Total	
		[Spare parts with detailed annex including unit prices]	[Total cost]	
		[Consumables with detailed annex including unit prices]	[Total cost]	
		[Life cycle costs with detailed annex including unit prices]	[Total cost]	

## ANNEX V: PRE-FINANCING GUARANTEE FORM

To be completed on paper bearing the letterhead of the financial institution

For the attention of

<Name and address of the Contracting Authority>  
referred to below as the "Contracting Authority"

Subject: Guarantee No <insert number>

Financing Guarantee for the repayment of pre-financing payable under contract <Contract number and title> (please quote number and title in all correspondence)

We, the undersigned, <name, and address of financial institution>, hereby irrevocably declare that we guarantee as primary obligor, and not merely as surety on behalf of <Contractor's name and address>, hereinafter referred to as "the Contractor", the payment to the Contracting Authority of <indicate the amount of the pre-financing>, corresponding to the pre-financing as mentioned in Article 26.1 of the Special Conditions of the contract <Contract number and title> concluded between the Contractor and the Contracting Authority, hereinafter referred to as "the Contract".

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation or receipt) stating that the Contractor has not repaid the pre-financing on request or that the Contract has been terminated. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We accept notably that no amendment to the terms of the Contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment of the Contract.

We note that the guarantee will be released 30 days at the latest after the provisional acceptance of the goods [and in any case at the latest on (at the expiry of 18 months after the period of implementation of the tasks)]<sup>19</sup>.

[The whole paragraph should be deleted when the Contracting Authority is the European Union:

Any request to pay under the terms of the guarantee must be countersigned by the Head of Delegation of the European Union or his designated empowered deputy as per the applicable Commission rules. In case of a temporary substitution of the Contracting Authority by the Commission, any request to pay will only be signed by the representative of the Commission, namely whether the Head of Delegation, his designated empowered deputy or the authorised person at headquarters' level.]

The law applicable to this guarantee shall be that of [If the Contracting Authority is the European Union: Belgium] [If the Contracting Authority is an authority in the partner country: <the country in which the financial institution issuing the guarantee is established>]. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of [If the Contracting Authority is the European Union: Belgium] [If the Contracting Authority is an authority in the partner country: <the country in which the financial institution issuing the guarantee is established>].

The guarantee will enter into force and take effect on receipt of the pre-financing payment in the account designated by the Contractor to receive payments.

Done at [insert place], on [insert date]

Signature<sup>20</sup>: [Signature]

Signature<sup>21</sup>: [Signature]

Name:

Name:

[Function at the Financial Institution/Bank]  
]

[Function at the Financial Institution/Bank]

<sup>19</sup>This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

<sup>20</sup>The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

<sup>21</sup>The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

1. ADMINISTRATIVE COMPLIANCE GRID

2.

<b>Contract title:</b>			<b>Publication reference:</b>	
------------------------	--	--	-------------------------------	--

3.

Tender envelope number	Name of Tenderer	Is tenderer (consortium) nationality <sup>22</sup> 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								
4								
5								
6								
7								

4.

<b>Chairperson's name</b>	
<b>Chairperson's signature</b>	
<b>Date</b>	

5.

**EVALUATION GRID**

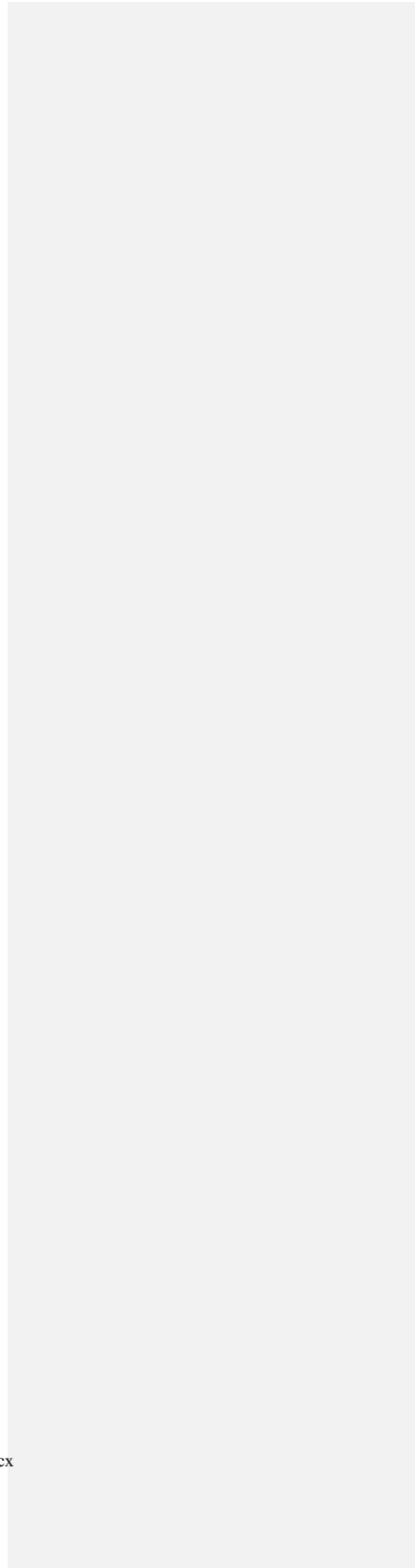
<sup>22</sup> If the tender has been submitted by a consortium, the nationalities of **all** the consortium members must be eligible

<b>Contract title:</b>		<b>Publication reference:</b>	
------------------------	--	-------------------------------	--

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/...)	Ancillary services as required? (OK/a/b/.../NA)	Other technical requirements in tender dossier? (Yes/No/Not applicable)	Unnecessary compliant: Y/N)	Justification/ notes:
1									
2									
3									
4									

<b>Evaluator's name &amp; signature</b>	
<b>Evaluator's name &amp; signature</b>	
<b>Evaluator's name &amp; signature</b>	
<b>Date</b>	

**FINANCIAL IDENTIFICATION**





**LEGAL IDENTITY**

