



REPUBLIC OF UGANDA
MINISTRY OF AGRICULTURE,
ANIMAL INDUSTRY & FISHERIES

**DEVELOPING A MARKET – ORIENTED AND
ENVIRONMENTALLY SUSTAINABLE BEEF MEAT
INDUSTRY (MOBIP)**

FED 2018 397425



EUROPEAN UNION

11th EUROPEAN DEVELOPMENT FUND (EDF)

**DEVELOPING A MARKET – ORIENTED AND ENVIRONMENTALLY SUSTAINABLE
BEEF MEAT INDUSTRY (MOBIP)**

FINANCING AGREEMENT – UG/FED/2016/37-994

Contract – FED/2018/397425

TENDER DOSSIER

FOR THE

**SUPPLY OF FIVE 4WD DOUBLE CABIN PICKUPS (LOT 1), ONE
4WD STATION WAGON (LOT 2) AND 28 MOTORCYCLES (LOT 3)**

Tender Reference FED/2018/397425 /SUP03

June 2019

Developing a Market Oriented and Environmentally Sustainable Beef Meat in Uganda (MOBIP)

Directorate of Animal Resources (DAR)

Ministry of Agriculture, Animal Industry and Fisheries (MAAIF)

Box 102, Entebbe, Uganda

Email – info@PMUbeef.org

Invitation to Tender

LETTER OF INVITATION TO TENDER



**MINISTRY OF AGRICULTURE,
ANIMAL INDUSTRY AND FISHERIES**

P O BOX 102,

Email: ps@agriculture.go.ug

Website: www.agriculture.go.ug

Telephone: 320987/9, 320004, 320327/8

Fax: 256 – 041 – 321 047.

In any correspondence on

this subject please quote No.

24 June 2019

Our ref.: **FED/2018/397429 /SUP03**

**SUBJECT: INVITATION TO TENDER FOR THE SUPPLY OF FIVE 4WD DOUBLE CABIN PICKUPS
(LOT 1), ONE 4WD STATION WAGON (LOT 2) AND 28 MOTORCYCLES (LOT 3)**

Dear Sir/Madam,

This is an invitation to tender for the above mentioned supply contract. Please find enclosed the following documents, which constitute the tender dossier:

- A. Instructions to tenderers
- B. Draft contract and special conditions, including annexes
 - Draft contract
 - Special conditions
 - Annex i: general conditions
 - Annex ii +iii: technical specifications + technical offer (to be tailored to the specific project)
 - Annex iv: budget breakdown (model financial offer)
 - Annex v: forms
- C. Further information
 - Administrative compliance grid
 - Evaluation grid
- D. Tender form for a supply contract

Annex 1 - Declaration of honour on exclusion and selection criteria.....Form a.14

For full information about procurement procedures please consult the Practical Guide and its annexes, which can be downloaded from the following web page: <http://ec.europa.eu/europeaid/prag/document.do>

We look forward to receiving your tender before the submission deadline at the address specified in the Instructions to tenderers.

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

If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Yours sincerely,

Pius Wakabi Kasajja

PERMANENT SECRETARY

Public document to be completed by the Contracting Authority

SUPPLY CONTRACT NOTICE

Contract title - INVITATION TO TENDER FOR THE SUPPLY OF FIVE 4WD DOUBLE CABIN PICKUPS (LOT 1), ONE 4WD STATION WAGON (LOT 2) AND TWENTY EIGHT (28) MOTORCYCLES (LOT 3) FOR MAAIF

Location – East Africa, Uganda, Entebbe

1. Publication reference

– **FED/2018/397425/SUP03**

2. Procedure

Local Open Tender

3. Programme title

DEVELOPING A MARKET – ORIENTED AND ENVIRONMENTALLY SUSTAINABLE BEEF MEAT INDUSTRY IN UGANDA PROJECT (MOBIP)

4. Financing

11th EDF-FED/2016/037-994

5. Contracting authority

Government of Uganda/Ministry of Agriculture, Animal Industry and Fisheries (MAAIF)

CONTRACT SPECIFICATIONS

6. Description of the contract

The subject of the contract is the supply, delivery and unloading by the Contractor of the following goods **Five (5) 4WD double cabin pickups (lot 1), one 4WD station wagon (lot 2) AND Twenty Eight (28) Motorcycles (Lot 3) for technical and field staff of MOBIP, at the MOBIP Office, Ministry of Agriculture, Animal Industry and Fisheries, Entebbe, DDP, in accordance with point 15 of the Contract notice.**

7. Number and titles of lots -3 Lots

- **Lot 1 - Five 4WD Double cabin pickups (Check the numbering in the budget)**
- **Lot 2 - One 4WD Station Wagon**
- **Lot 3 – Twenty Eight Motorcycles**

TERMS OF PARTICIPATION

8. Eligibility and rules of origin

Participation in tendering is open on equal terms to natural and legal persons (participating either individually or in a grouping – consortium – of tenderers) which are established in one of the

Member States of the European Union, ACP States or in a country or territory authorised by the ACP-EC Partnership Agreement under which the contract is financed (see also item 22 below). Participation is also open to international organisations. All goods supplied under this contract must originate in these countries.

: All supplies under this contract must originate in one or more of these countries for Lot 1 and Lot 3.

Please be aware that after the United Kingdom's withdrawal from the EU, the rules of access to EU procurement procedures of economic operators established in third countries and of goods originating from third countries will apply to candidates or tenderers from the United Kingdom, and all candidates or tenderers proposing goods originating from the United Kingdom] depending on the outcome of negotiations. In case such access is not provided by legal provisions in force at the time of the contract award, candidates or tenderers from the United Kingdom, and candidates or tenderers proposing goods originating from the United Kingdom could be rejected from the procurement procedure.

All supplies under this contract may originate from any country for Lot 2

9. Grounds for exclusion

Tenderers must submit a signed declaration, included in the Tender Form for a Supply Contract, to the effect that they are not in any of the situations listed in point 2.3.3 of the Practical Guide.

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

10. Number of tenders

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

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

11. Tender guarantee

No tender guarantee is required. (Clarify with what is in the Instructions to tenderers because tender guarantee amounts have been put)

12. Performance guarantee

No performance guarantee is required.

13. Information meeting and/or site visit

No information meeting is planned

14. Tender validity

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

15. Period of implementation of tasks

The goods must be delivered within 60 days, from contract signature, or alternative date, until the provisional acceptance.

SELECTION AND AWARD CRITERIA

16. Selection criteria

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

- 1) Economic and financial capacity of tenderer (based on i.a. item 3 of the Tender Form for a Supply Contract). In case of tenderer being a public body, equivalent information should be provided. The reference period which will be taken into account will be the last three years (2016 to 2019) for which accounts have been closed.

The selection criteria for each tenderer are as follows:

These apply to Lots 1, 2 and 3

- will not be economically dependent on the Contracting Authority in the event that the contract is awarded to it; and
 - The average annual turnover of the tenderer for the last three years must equal or exceed UGX 675,000,000 Uganda Shillings;
- 2) Professional capacity of tenderer (based on i.a. items 4 and 5 of the Tender Form for a Supply Contract). The reference period which will be taken into account will be the last 3 years (2016 to 2019) from submission deadline.

These apply to Lots 1, 2 and 3

- a) Has a professional certificate appropriate to this contract (e.g. running trading license from the local authority and a manufacturer's authorisation letter) allowing him to deal in these supplies.
 - b) Has at least 3 staff
- 3) Technical capacity of tenderer (based on i.a. items 5 and 6 of the Tender Form for a Supply Contract). The reference period which will be taken into account will be the last 3 years (2016 to 2019) from submission deadline.

These apply to Lots 1, 2 and 3

- a) The tenderer has delivered supplies under at least two contracts with a budget of at least UGX 200.000.000,00 internationally or in Uganda which were implemented during the following period: 3 years from the submission deadline of tender

This means that the contract the tenderer refers to could have been started or completed at any time during the indicated period but it does not necessarily have to be started and completed during that period, nor implemented during the entire period. Tenderers are allowed to refer either to projects completed within the reference period (although started earlier) or to projects not yet completed. In the first case the project will be considered in its whole if proper evidence of performance is provided (statement or certificate from the entity

which awarded the contract, final acceptance). In case of projects still on-going only the portion satisfactorily completed during the reference period will be taken into consideration. This portion will have to be supported by documentary evidence (similarly to projects completed) also detailing its value.

- a) Final acceptance or completion certificate (for Criteria 3a)).

Capacity-providing entities

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

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

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

17. Award criteria

Price (or, if appropriate after prior approval, the best price-quality ratio which is a combination of quality and price)

TENDERING

18. How to obtain the tender dossier

The tender dossier is available from the following Internet address: <https://webgate.ec.europa.eu/europeaid/online-services/index.cfm?do=publi.welcome>. The tender dossier is also available from the Contracting Authority. Tenders must be submitted using the standard Tender Form for a Supply Contract included in the tender dossier, whose format and instructions must be strictly observed.

Tenderers with questions regarding this tender should send them in writing to **pdu@agriculture.ug.com** (mentioning the publication reference shown in item 1) at least 21 days before the deadline for submission of tenders given in item 19. The Contracting Authority must reply to all tenderers' questions at least 11 days before the deadline for submission of tenders. Eventual clarifications or minor changes to the tender dossier shall be published at the latest 11 days before the submission deadline on the EuropeAid website at <https://webgate.ec.europa.eu/europeaid/online-services/index.cfm?do=publi.welcome>

19. Deadline for submission of tenders

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

In the first case, the application/tender must be sent before the date and time limit for submission,

as evidenced by the postmark or deposit slip¹, but in the second case it is the acknowledgment of receipt given at the time of the delivery of the application/tender which will serve as proof.

The deadline for submission of tenders will be followed by a public opening session on 24 July 2019 at 14.00hrs.

Any tender received by the Contracting Authority after this deadline will not be considered.

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

How tenders may be submitted

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

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

**The Permanent Secretary,
Ministry of Agriculture, Animal Industry and Fisheries
Developing a Market –Oriented and Environmentally Sustainable Beef Meat Industry in
Uganda (MOBIP)
PO Box 102, Uganda
Plot 16-18, Lugard Avenue, Entebbe**

Main Office Building, Former Library Premises

Attention to Dr Mary Mbabazi, National Project Coordinator

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

**The Permanent Secretary,
Ministry of Agriculture, Animal Industry and Fisheries
Developing a Market –Oriented and Environmentally Sustainable Beef Meat Industry in
Uganda (MOBIP)
PO Box 102, Uganda
Plot 16-18, Lugard Avenue, Entebbe**

Main Office Building, Former Library Premises

Attention to Dr Mary Mbabazi, National Project Coordinator

Open during normal office hours – Monday to Friday 8am to 5pm

The contract title and the Publication reference (see item 1 above) must be clearly marked on the

¹ It is recommended to use registered mail in case the postmark would not be readable.

envelope containing the tender and must always be mentioned in all subsequent correspondence with the contracting authority.

Tenders submitted by any other means will not be considered.

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

20. Tender opening session

24 July 2019 at 14.00hrs at:-

MOBIP Office, Directorate of Animal Resources, MAAIF, Entebbe

21. Language of the procedure

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

22. Legal basis²

Annex IV to the Partnership Agreement between the members of the African, Caribbean and Pacific Group of States of the one part, and the European Community and its Member States, of the other part, signed in Cotonou on 23 June 2000 as amended in Luxembourg on 25 June 2005 and in Ouagadougou on 22 June 2010. Reference is made to Annex IV as revised by Decision 1/2014 of the ACP-EU Council of Ministers of 20 June 2014.]

23. Additional information

² Please state any specificity that might have an impact on rules on participation (such as geographic or thematic or long/short term).

Instructions to Tenderers

A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: FED/2018/397425 /SUP03

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

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

1. Supplies to be provided

1.1 The subject of the contract is the supply, delivery, unloading and after-sales service by the Contractor of the following goods

The procurement of:

Lot 1: Five (5) Double Cabin Pick –up.

Lot 2: Station Wagon

Lot 3: Twenty eight (28) Motorcycles

Delivery at the Ministry of Agriculture, Animal Industry and Fisheries, Plot 16-18, Lugard Avenue Entebbe. The supplies are to be delivered DDP³, and the period of implementation of tasks is set at 60 calendar days from the date of signature of the contract by the last party to the date for provisional acceptance in accordance with point 15 of the Contract notice.

1.2 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.

1.3 Spare parts are not required under this tender

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

2. Timetable

	DATE	TIME*
Clarification meeting / site visit (if any)	Not applicable	Not applicable

³ DDP (Delivered Duty Paid)/DAP (Delivered At Place) — Incoterms 2010 International Chamber of Commerce <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>.

Deadline for requesting clarifications from the Contracting Authority	12 July 2019	12.00hrs*
Last date on which clarifications are issued by the Contracting Authority	< Date 11 days before deadline for tenders	12.00hrs
Deadline for submission of tenders	24 July 2019 Minimum 30 days after press advert	12.00hrs
Tender opening session	24 July 2018	14.00hrs
Notification of award to the successful tenderer	24 August 2019**	17.00hrs
Signature of the contract	17 September 2019**	-

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

** Provisional date

3. Participation

- 3.1 Tendering is open on equal terms to natural and legal persons (participating either individually or in a grouping – consortium – of tenderers) which are effectively established in one of the Member States of the European Union, an ACP State or in a country or territory authorised by the ACP-EC Partnership Agreement under which the contract is financed. Tendering is also open to international organisations.
- 3.2 These terms refer to all nationals of the above states and to all legal entities, companies or partnerships effectively established in the above states. For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country's law.
- 3.3 The eligibility requirement detailed in sub clauses 3.1 and 3.2 applies to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor providing more than 10 % of the supplies must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. The contracting authority may accept other satisfactory evidence that these conditions are met.
- 3.4 Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Sections 2.4. (EU restrictive measures), 2.6.10.1. (exclusion criteria) or 2.6.10.1.2. (rejection from a procedure) of the practical guide. Should they do so, their tender will be considered unsuitable or irregular respectively. In the cases listed in Section 2.6.10.1. of the practical guide tenderers may also be excluded from EU financed procedures and be subject to financial penalties up to 10% of the total value of the contract in accordance with the Financial Regulation in force. This information may be published on the

Commission website in accordance with the Financial Regulation in force. Tenderers must provide declarations on honour⁴ that they are not in any of these exclusion situations. The declarations must cover all the members of a joint venture/consortium. Tenderers who make false declarations may also incur financial penalties and exclusion in accordance with the Financial Regulation in force. Their tender will be considered irregular.

The exclusion situations referred to above also apply to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. When requested by the contracting authority, tenderers/contractors must submit declarations from the intended subcontractors that they are not in any of the exclusion situations. In cases of doubt over declarations, the contracting authority will request documentary evidence that subcontractors are not in a situation that excludes them.

- 3.5 To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the contracting authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.
- 3.6 Subcontracting is allowed but the contractor will retain full liability towards the contracting authority for performance of the contract as a whole. ,

When selecting subcontractors, suppliers should give preference to natural persons, companies or firms of ACP States capable of providing the supplies required on similar terms.

4. Origin

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

All supplies under this contract must originate in one or more of the above countries for Lot 1 and Lot 3

All supplies under this contract may originate from any country for Lot 2

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

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

⁴ See PRAG Section 2.6.10.1.3 A)

5. Type of contract

Unit-price

6. Currency

Tenders must be presented in either **Uganda Shillings (UGX)**

7. Lots

This tender procedure is divided into lots

Lot 1: Five (5) Double Cabin Pick –Up

Lot 2: Station Wagon

Lot 3: Twenty eight (28) Motorcycles

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

8. Period of validity

- 8.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.
- 8.2 In exceptional cases and prior to the expiry of the original tender validity period, the contracting authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated. In case the contracting authority is required to obtain the recommendation of the panel referred to in Section 2.6.10.1.1. of the practical guide, the contracting authority may, before the validity period expires, request an extension of the validity of the tenders up to the adoption of that recommendation.
- 8.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period of the tender irrespective of the date of notification.

9. Language of tenders

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

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

10. Submission of tenders

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

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

**The Permanent Secretary, Ministry of Agriculture, Animal Industry and Fisheries
PO Box 102, Uganda
Plot 16-18, Lugard Avenue, Entebbe**

Main Office Building, Former Library Premises

Attention to Dr Mary Mbabazi, National Project Coordinator

If the tenders are hand delivered they should be delivered to the following address:- Opening times: Monday to Friday – 09.00 to 17.00hrs (Ugandan Time), closed on public holidays:

**The Permanent Secretary, Ministry of Agriculture, Animal Industry and Fisheries
PO Box 102, Uganda
Plot 16-18, Lugard Avenue, Entebbe**

Main Office Building, Former Library Premises

Attention to Dr Mary Mbabazi, National Project Coordinator

Tenders must comply with the following conditions:

- 10.2 All tenders must be submitted in one original, marked 'original', and two copies signed in the same way as the original and marked 'copy'.
- 10.3 All tenders must be submitted to The Permanent Secretary, Ministry of Agriculture, Animal Industry and Fisheries **before the deadline of 24 July 2019 at 12:00AM**

(a) either by post or by courier service, in which case the evidence shall be constituted by the postmark or the date of the deposit slip⁵

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

The contracting authority may, for reasons of administrative efficiency, reject any application or tender submitted on time to the postal service but received, for any reason beyond the contracting authority's

⁵ It is recommended to use registered mail in case the postmark would not be readable

control, after the effective date of approval of the short-list report or of the evaluation report, if accepting applications or tenders that were submitted on time but arrived late would considerably delay the evaluation procedure or jeopardise decisions already taken and notified.

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

- a) the above address;
- b) the reference code of this tender procedure, **FED/2018/397425/SUP03**;
- c) where applicable, the number of the lot(s) tendered for;
- d) the words ‘Not to be opened before the tender opening session’ in the language of the tender dossier
- e) the name of the tenderer.

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

11. Content of tenders

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

Part 1: Technical offer:

- a detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required, including if applicable:
 - Manuals, catalogues and details of any additional services required
 - A proposal of after-sales services for **2 (two) years**

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 DDP⁶ basis for the supplies tendered including if applicable: Financial proposal for after-sales services for 2 years.

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 offer

Part 3: Documentation:

To be supplied using the templates attached*:

- The "Tender form for a supply contract", together with its Annex 1 "Declaration on honour on exclusion criteria and selection criteria", both duly completed, which includes the tenderer’s declaration, point 7, (from each member if a consortium):

⁶ DDP (Delivered Duty Paid)— Incoterms 2010 International Chamber of Commerce
<http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/> .

- The details of the bank account into which payments should be made (financial identification form – document c4o1_fif_en) (tenderers that have already signed another contract with the European Commission, may provide their financial identification form number instead of the financial identification form, or a copy of the financial identification form provided on that occasion, if no change has occurred in the meantime.)
- The legal entity file (document c4o2_lefing_en) and the supporting documents (tenderers that have already signed another contract with the European Commission, may provide their legal entity number instead of the legal entity sheet and supporting documents, or a copy of the legal entity sheet provided on that occasion, if no change in legal status has occurred in the meantime).

To be supplied in free-text format:

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

Remarks:

Tenderers are requested to follow this order of presentation.

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

12. Taxes and other charges

The applicable tax and customs arrangements are the following:

There is no agreement between the European Commission and the Republic of Uganda allowing partial or full exemption from taxes.

.

Therefore, considering that the above vehicles/motorcycles are being funded from the “Developing a Market – Oriented and Environmentally Sustainable Beef Meat Industry in Uganda Project

General provisions regarding tax and customs arrangements are attached to the tender dossier.

13. Additional information before the deadline for submission of tenders

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

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

**The Permanent Secretary, Ministry of Agriculture, Animal Industry and Fisheries
PO Box 102, Uganda
Plot 16-18, Lugard Avenue, Entebbe**

Main Office Building, Former Library Premises

Attention to Dr Mary Mbabazi, National Project Coordinator

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

Any clarification of the tender dossier will be published on the website of DG International Cooperation and Development at <https://webgate.ec.europa.eu/europeaid/online-services/index.cfm?do=publi.welcome> at the latest 11 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.

14. Clarification meeting / site visit

- 14.1 No clarification meeting / site visit planned. Visits by individual prospective tenderers during the tender period cannot be organised.

15. Alteration or withdrawal of tenders

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

16. Costs of preparing tenders

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

17. Ownership of tenders

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

18. Joint venture or consortium

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

19. Opening of tenders

- 19.1 The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents have been properly included and whether the tenders are generally in order.
- 19.2 The tenders will be opened in public session on 24 July **2019 at 14.00hrs** at Permanent Secretary MAAIF, Plot 16-18, Lugard Avenue , P.O. Box 102, Entebbe by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request.
- 19.3 At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if required) and such other information as the contracting authority may consider appropriate may be announced.
- 19.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.
- 19.5 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the contracting authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.
- 19.6 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the contracting authority. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

20. Evaluation of tenders

- 20.1 Examination of the administrative conformity of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and

specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the contracting authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

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

20.2 Technical evaluation

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

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

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

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

20.4 Financial evaluation

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

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

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

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

20.5 Variant solutions

Variant solutions will not be taken into consideration.

20.6 Award criteria

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

Where tenders are of equivalent economic and technical quality, preference will be given to those with the widest participation of ACP States. See further Section 2.6.9. of the practical guide.

21. Notification of award

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

22. Signature of the contract and performance guarantee

22.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Upon request of the contracting authority and before the signature of the contract with the successful tenderer, the successful tenderer shall provide the **documentary proof** or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is effectively established, to show that it is not in any of the exclusion situations listed in Section 2.6.10.1. of the practical guide. This evidence or these documents or statements must carry a date not earlier than one year before the date of submission of the tender. In addition, a statement shall be provided that the situations described in these documents have not changed since then.

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

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

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

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

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

No documentary evidence of the selection criteria in point 16 of the contract notice shall be submitted but no pre-financing will be granted.

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

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

23. **Tender guarantee**

"No Tender guarantee is required"

and must be presented in the form specified in the annex to the tender dossier. It must remain valid for 45 days beyond the period of validity of the tender. Tender guarantees provided by tenderers who have not been selected will be returned together with the information letter that the tenderer has been unsuccessful. The tender guarantee of the successful tenderer will be released on signing of the contract.

24. **Ethics clauses and code of conduct**

24.1 Absence of conflict of interest

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

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

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

Zero tolerance for sexual exploitation and sexual abuse:

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

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

24.3 Anti-corruption and anti-bribery

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

24.4 Unusual commercial expenses

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

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

24.5 Breach of obligations, irregularities or fraud

The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

25. Cancellation of the tender procedure

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

Cancellation may occur, for example, if:

- the tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally;

- exceptional circumstances or *force majeure* render normal implementation of the project impossible;
- all technically acceptable tenders exceed the financial resources available;
- there have been breach of obligations, irregularities or frauds in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market.

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

26. Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See Section 2.12. of the practical guide.

28. Early detection and exclusion system

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

Draft Contract

**B. DRAFT CONTRACT AND SPECIAL CONDITIONS,
INCLUDING ANNEXES**

DRAFT CONTRACT

**SUPPLY CONTRACT FOR EUROPEAN
UNION EXTERNAL ACTIONS**

No: FED/2018/397425/SUP03

FINANCED FROM THE 11TH EDF

Ministry of Agriculture, Animal Industry and Fisheries
(11th EDF Support to Developing a Market –Oriented and
Environmentally Sustainable Beef Meat Industry in Uganda Project)
Plot 16-18 Lugard Avenue
P.O. Box 102
Entebbe –Uganda

("The Contracting Authority"),

of the one part,

and

Name of Contractor>
[<Legal status/title>]⁷
[<Official registration number>]⁸
<Full official address>
[<VAT number>]⁹, ("the Contractor")

of the other part,

have agreed as follows:

⁷ Where the contracting party is an individual.
⁸ Where applicable. For individuals, mention their ID card or passport or equivalent document - number
⁹ Except where the contracting party is not VAT registered.

**PROJECT: DEVELOPING A MARKET ORIENTED AND
'ENVIRONMENTALLY SUSTAINABLE BEEF MEAT INDUSTRY IN
UGANDA PROJECT (MOBIP), UG/FED/037-994**

**CONTRACT TITLE: PROCUREMENT OF FIVE (5) DOUBLE CABIN
PICK –UPS, ONE STATION WAGON AND TWENTY EIGHT (28)
MOTORCYCLES.**

Identification number: FED/2018/397425/SUP03

Article 1 Subject

- 1.1 The subject of the contract shall be the supply and delivery unloading and after-sales service of the following supplies: **Procurement of Five (5) double cabin Pick –Up, (1) Station Wagon and (28) motorcycles** to the MOBIP Offices, MAAIF, Entebbe where supplies are to be delivered DDP¹⁰, and the implementation period in days, in accordance with point 15 of the Contract notice.

The place of acceptance of the supplies shall be the Ministry of Agriculture, Animal Industry and Fisheries (MAAIF), the time limits for delivery shall be 60 days following the signature of the contract and the Incoterm applicable shall be DDP¹¹. The implementation period of tasks shall run from the date of signature of the contract to the date for provisional acceptance

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

Article 2 Origin

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

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

Article 3 Price

- 3.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract price shall be **UGX**
- 3.2 Payments shall be made in accordance with the general and/or special conditions (Articles 26 to 28).

Article 4 Order of precedence of contract documents

¹⁰ DDP (Delivered Duty Paid)/DAP (Delivered At Place) — Incoterms 2010 International Chamber of Commerce <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>.

¹¹ <DDP (Delivered Duty Paid - Incoterms 2010 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>

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

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

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

Article 5 Other specific conditions applying to the contract

Not applicable

Done in English in three originals: one original being for the Contracting Authority, one original being for the European Commission, and one original being for the Contractor.

For the Contractor

For the Contracting Authority

Name:

Name:

Title:

Title:

Signature:

Signature:

Date:

Date:

Special Conditions

SPECIAL CONDITIONS

CONTENTS

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

Article 2 Language of the contract

- 2.1 The language used shall be **English**.

Article 4 Communications

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

For the Contracting Authority

Mr. Pius Wakabi

Permanent Secretary – Imprest Administrator.

11th EDF Developing a Market – Oriented and Environmentally Sustainable Beef Meat Industry in Uganda (MOBIP)

Ministry of Agriculture, Animal Industry and Fisheries (MAAIF),

PO Box 102, Entebbe

Plot 16-18, Lugard Avenue, Entebbe, Uganda

The deadline for clarifications is **12 July 2019**

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

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

Article 6 Subcontracting:

- 6.3 When selecting subcontractors the contractor must give preference to natural persons or companies from ACP States capable of implementing the tasks required on similar terms.

Article 7 Supply of documents

Catalogues, handbooks, manuals, and any other literature normally supplied to clients in the English Language should be provided at the time of delivery of the supplies.

Article 8 Assistance with local regulations

The Contracting Authority shall assist the Contractor to clear the importation of the supplies as per the Tax and Customs Arrangements (Article 31 from Annex IV to the Cotonou Agreement), by providing the necessary documents that the Uganda Revenue Authority may require.

Pre-Delivery Inspection shall be undertaken by the manufacturer's authorised dealers or representatives in Uganda. This shall include the provision of all identification marks required under the laws of the Republic of Uganda

Article 9 General obligations

- 9.1 The equipment delivered should be clearly identified and should feature prominently the European Union flag and the mention "Provided with the support of the European Union" in English, and in compliance with the rules laid down in the Communication and Visibility Manual for EU External Actions published on the website of DG International Cooperation and Development:

https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-euexternal-actions_en.

Article 10 Origin

- 10.1 All goods purchased must originate in a Member State of the European Union or a country covered by the European Development Fund. 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 EU Customs Code or to the relevant international agreement applicable.

Goods originating in the EU includes goods originating in the Overseas Countries and Territories.

However, goods can originate from any origin (full untying) if their value is below the threshold of the simplified procedure for supply contracts – EUR 100,000¹.

Article 11 Performance guarantee

- 11.1 No performance guarantee is required.

Article 12 Liabilities and insurance

- 12.2(b), The contractor shall ensure that the goods are insured up to the point of delivery (place of acceptance) In the case of use of Incoterms, the contractor shall provide transport insurance to the extent that it assumes transportation risks. The question of the extent of the risks assumed by the contractor (seller) depends in particular on the Incoterms used: The IncOterm applicable shall be DDP

- **DDP - Delivered Duty Paid:** Incoterm which imposes on the seller maximum obligations vis-à-vis transportation and loss risks and damage associated with the goods:

*'the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination. The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities.'*¹² The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

Article 13 Programme of implementation of tasks

13.2 The supplies must be delivered and tested at the delivery address within 60 calendar days from the date of signature of contract by the last party.

The contractor is required to submit all tax and customs documentation to the contracting authority within 7 days after signing the contract for payment of all duties and taxes. The records for taxes should be written in the names of Ministry of Agriculture, Animal Industry and Fisheries.

The contractor shall be required to process the number plates from the Ministry of Works within 7 days following receipt of records justifying payment of duties and taxes by the Ministry of Agriculture, Animal Industry and Fisheries

Article 14 Contractor's drawings

14.1 Not Applicable

Article 15 Sufficiency of tender prices

15.1 No price revision shall be accepted under this contract.

Article 16 Tax and customs arrangements

16.1 See Article 12

Article 17 Patents and licences

17.1 There shall be no derogation from Article 17 of the general conditions

Article 18 Commencement order

18.1 The Contract shall enter into force on the date of its signature by the last party contractor. Performance of the contract shall commence immediately.

Article 19 Period of implementation of the tasks

19.1 The implementation period of the tasks shall be a maximum of 60 calendar days according to the date of signature by the last party.

Article 24 Quality of supplies

¹² See <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>.

- 24.2 A preliminary technical acceptance will be undertaken based of the technical specification as provided in Annex II.

Article 25 Inspection and testing

- 25.2 The Supplies will be inspected and tested in accordance with Article 25 of the General Conditions and the practical arrangements for testing. The testing for technical and mechanical conditions will take place on delivery by a technically competent officer from the **Ministry of Works and Transport** for technical and mechanical conditions. This office will ensure that the supplies are consistent with the technical specifications presented in the tenderer's tender dossier.

Article 26 General principles for payments

- 26.1 Payments shall be made in either **Ugandan Shillings**.

Following provisional acceptance, 100% of the contract price will be paid to the supplier after receipt by the Contracting Authority of an admissible invoice.

In order to obtain payment, the Contractor must entitle the payment requests in the name of the **11th EDF Developing a Market –Oriented and Environmentally Sustainable Beef Meat Industry in Uganda (MOBIP)**.

Payments shall be authorised and made by the Imprest administrator, **11th EDF Developing a Market –Oriented and Environmentally Sustainable Beef Meat Industry in Uganda (MOBIP) The Permanent Secretary, Ministry of Agriculture, Animal Industry and Fisheries Plot 16 – 18, Lugard Avenue, P. O. Box 102, Entebbe – Uganda**.

- 26.5 In order to obtain payments, the contractor must forward to the authority referred to in paragraph 26.1 above:

- a) For the 40% pre-financing

By derogation from article 26.5 of the General Conditions, no pre-financing guarantee is required for Lot 2

For Lot 1 and 3, When (i) the pre-financing requested is equal or below EUR 300 000 and (ii) the contracting authority does not require a financial guarantee following a risk assessment², by derogation from article 26.5 of the general conditions no pre-financing guarantee is required

- b) For the 60% balance, the invoice(s) in triplicate together with the request for provisional acceptance of the supplies.

Article 28 Delayed payments

- 28.2 By derogation from Article 28.2 of the General Conditions, once the deadline laid down in Article 26.3 has expired, the Contractor shall, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the General Conditions. The demand must be submitted within two months of receiving late payment.

Article 29 Delivery

- 29.3 The packaging shall become the property of the recipient subject to environmental considerations.

29.5/6/7 Delivery needs to be accompanied by usual documents and manuals foreseen by the manufacturing firm.

Article 31 Provisional acceptance

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

31.2. By derogation from Article 31.2, second paragraph, the contracting authority's time limit for issuing the certificate of provisional acceptance to the contractor shall not be considered included in the time limit for payments indicated in Article 26.3.

Article 32 Warranty obligations

32.6 The contractor shall warrant that the supplies are new, unused, of most recent models and incorporate all recent improvements in design and materials. The contractor shall further warrant that none of the supplies have any defect arising from design materials or workmanship. This warranty shall remain valid for one year after provisional acceptance and any defects identified during the warranty period will be referred to the contractor for correction at his own cost.

32.7 The warranty must remain valid for 365 days (1 year) after provisional acceptance.

Article 33 After-sales service

33.1 . The Contractor shall provide or secure the provision for two (2) years of reliable and regular after-sales and maintenance service of the motor vehicles and motorcycles. The Contractor shall also state in detail how it is proposed to meet this obligation, including the duration for which the service is guaranteed available beyond this initial mandatory period of 2 years.

The Contractor shall include a pre-delivery service done in Uganda in the service record of the motor vehicles and motor cycles. Backup support shall be available in Uganda throughout the period of warranty.

The Contractor is required to confirm in writing that they will provide technical support and after sales service for the motor vehicles and motor cycles.

The minimum required standard related to after-sales services is quick availability to those parts, which according to the Contractor's experience

Article 40 Settlement of disputes

40.4 Any dispute arising out of or relating to this contract which cannot be settled otherwise shall:

(a) in the case of a national contract, be settled in accordance with the national legislation of the state of the contracting authority; and

(b) in the case of a transnational contract, be settled either:

(i) if the parties to the contract so agree, in accordance with the national legislation of the state of the contracting authority or its established international practices; or

(ii) by arbitration in accordance with the procedural rules on conciliation and arbitration of contracts financed by the European Development Fund, adopted by Decision 3/90 of the ACP-EEC Council of Ministers of 29 March 1990 (Official

Journal No L 382, 31.12.1990, Annex a12 to the practical guide to the present contract).

Article 44 Data protection

Not applicable

Article 45 Further additional clauses

Not applicable

* * *

Annex I

General conditions

ANNEX 1

**21. GENERAL CONDITIONS FOR SUPPLY CONTRACTS FINANCED BY
THE EUROPEAN DEVELOPMENT FUND (ACP-EC Council of
Ministers Decision No 3/90 of 29 March 1990)**

<http://ec.europa.eu/europeaid/prag/annexes.do?annexName=C4e&lang=en>

Can be downloaded on the EuropeAid website at

<http://ec.europa.eu/europeaid/prag/annexes.do?annexName=C4e&lang=en>

Annex II

&

Annex III

**Technical
Specification +
Technical Offer**

ANNEX II + III: TECHNICAL SPECIFICATIONS + TECHNICAL OFFER

Contract title: PROCUREMENT OF FIVE (5) DOUBLE CABIN PICK –UP, ONE STATION WAGON AND TWENTY EIGHT (28) MOTORCYCLES.

Publication reference: FED/2018/397425/SUP03

Columns 1-2 should be completed by the Contracting Authority

Columns 3-4 should be completed by the tenderer

Column 5 is reserved for the evaluation committee

Annex III - the Contractor's technical offer

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

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

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

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

LOT 1: DOUBLE CABIN PICK –UPS

1 Item number	2. Specifications Required	3. Specifications Offered	4. Notes, remarks, ref to documentation	5. Evaluation Committee's notes
Lot 1	4 x 4 Wheel Drive Vehicles : Double Cabin Pickups			
Quantity	5			
Seat capacity	At least 5 all with head rests (2F and 3R)			
Year of Manufacture	2018 to date			
Doors	5			
Drive System	Selectable 4WD			
Engine capacity	At least 2500 - 2800cc			
Engine type	Four stroke, diesel and Direct fuel injection system			
Carburant	Diesel Powered			
Fuel tank capacity	Lockable, fastened and secured fuel cup, at least 60 litres, common Rail and Direct fuel injection system.			
Gear box	Manual transmission; at least 5-speed			

1 Item number	2. Specifications Required	3. Specifications Offered	4. Notes, remarks, ref to documentation	5. Evaluation Committee's notes
Steering	Right hand side:Powered			
Security	Front head restraints; central locking system; safety belts on each seat; front dual SRS Air Bags, Rear deck cabin guard frame, heavy duty front bull bar, heavy Duty rear guards, laminated front windscreen, engine immobilizer or safety devise			
Brakes	Front discs; rear discs (if available, else rear drums); to be of proper size for this type of vehicle with maximum load Anti-lock braking system			
Tyres	At least 205-70R15 on steel rims. Tyres shall be of heavy duty construction suitable for harsh conditions. Spare wheel to be secured with lockable device.			
Audio	Radio and CD			
Alarm	Manufacturer's approved anti-theft			
Dash board	Full package (including at least: speedometer, fuel gauge, water temperature gauge, oil pressure, clock)			
Pre – Delivery	Pre-delivery inspection to be undertaken by a manufacturer's authorized dealer. This shall include the provision of all identification marks, reflectors etc. required by the Laws of Uganda			

1 Item number	2. Specifications Required	3. Specifications Offered	4. Notes, remarks, ref to documentation	5. Evaluation Committee's notes
Additional	Tool kit, fire extinguisher, wheel jack, fastener or wheel spanners reflective triangle, equipped and fastened first Aid Box.			
Air conditioning	Yes			
Back up service	Franchised dealer available in Uganda			
Warranty	Minimum of 1 year or 100,000kms or whichever comes first, warranty certificates or booklets should be provided			

LOT 2: STATION WAGON.

1 Item number	2. Specifications Required	3. Specifications Offered	4. Notes, remarks, ref to documentation	5. Evaluation Committee's notes
Lot 2	4 x 4 Station Wagon Motor Vehicle			
Quantity	1			
Seat capacity	8 seater all with head rests (2F, 3M and 3R) all fitted with head rests and 3 points seat belts, leather seats with preferably leather bolsters and cushion covers only			
Seating Capacity	Atleast 5 all with head rests (2F and 3R)			
Doors	5			
Drive System	Selectable 4WD			
Carburant	Diesel Powered			
Engine capacity	At least 3000 to 4200cc			
Fuel tank capacity	Four stroke diesel and direct fuel injection system, lockable, fastened and secured fuel cup atleast 70 litres common rail and direct fuel injection system			
Cooling system	Pressurised water cooled with heavy duty tropicalised radiator with reservoir and incorporated wire netting protection at the front			

1 Item number	2. Specifications Required	3. Specifications Offered	4. Notes, remarks, ref to documentation	5. Evaluation Committee's notes
Gear box	Manual floor shift atleast 5F and 1R five speed gear box (Floor)			
Steering	Right hand driving side, powered			
Security	At least 5 head restraints; central locking system; safety belts on each seat; at least 4 Airbags			
Brakes	Front ventilated disc, fluid actuated and rear ventilated disc, fluid actuated to be proper size for this type of vehicle with maximum load, anti lock braking system			
Tyres	Rim size: R16 tyres shall be of heavy duty construction suitable for harsh conditions. Spare wheel to be secured with lockable device, gull size with special lock nut on heavy duty alloy wheels/rims/nuts including the spare tyre having similar dimensions			
Audio	AM/FM radio			
Alarm	Alarm manufacturer's approved anti theft system			
Air conditioning	Yes			
Dash board	Full package (including at least: speedometer, fuel gauge, water temperature warning light/gauge, oil pressure, clock)			

1 Item number	2. Specifications Required	3. Specifications Offered	4. Notes, remarks, ref to documentation	5. Evaluation Committee's notes
Pre – Delivery	Pre-delivery inspection to be undertaken by a manufacturer's authorized dealer. This shall include the provision of all identification marks, reflectors etc. required by the Laws of Uganda.			
Additional	Standard tool kit, spare tyre of size and dimensions similar to all time tyres with dust and dirt protection, fire extinguisher and wheel jack (2 kgs, hydraulic assisted), fastener or spanner and wedge. First Aid box and fire extinguisher fully equipped towing hook at both front and rear, reflective triangle, protective or reflective aprons and emergency lights or rectangle winch mechanism at the front and tower hook at the rear.			
Air conditioning	Yes			
Back up service	Franchised dealer available in Uganda			
Warranty	Over 1 year or 100,000kms or whichever comes first, warranty certificates or booklets should be provided			

LOT 3: MOTORCYCLES.

1. Item number	2. Specifications Required	3. Specifications Offered	4. Notes, remarks, ref to documentation	5. Evaluation Committee's notes
Lot 3	Motor cycles			
Quantity	28			
Seat capacity	At least 2			
Year of manufacture	2018 to date			
Engine type	>120cc and <130 cc, petrol engine 2 or 4 stroke with heavy duty sump guard protection			
Engine power output (SAU NET) at rated rpm	Minimum 6.2KW			
Starting system	Capacitor discharge kick starter			
Gear box and drive train	Minimum 5 speeds constant mesh through roller chain			
Suspension	Front – telescopic oil dampers; Rear – swing arm oil dampers; 2 rear shock absorbers			
Odometer	In Km/hr and tachometer.			

Carrier	Wide heavy duty rear carrier plus front carrier			
Steering	Mounted with protection guard			
Ground clearance	Minimum 250mm			
Tyres	Front minimum 2.75-19 spoke steel rims with wire spokes, Rear 4.10-18 steel rims wire spokes (or equivalent) off road grip pattern.			
Brakes	Front and rear drum or disc.			
Fuel tank	Minimum 10 litres			
Protection	Foot protection bar, hand, clutch & headlamp protection bar.			
Rider Kit	Set of riding gear to include crash helmet, leather gloves and protective riding trouser and jacket, Luminous riding waistcoat			
Additional	Front Guard fender designed for off –road capabilities; Electrical system all legal lighting with heavy duty steel protection for front light Spare front and rear tyre and tube set, main drive chain and sprocket set			
Warranty	Full warranty of a minimum of 1 year or 10,000 kms whichever comes first.			

Annex IV

Budget

&

Forms (FIF & LEF)

ANNEX IV: Budget breakdown (Model financial offer)

PUBLICATION REFERENCE: FED/2018/397425/SUP03 **NAME OF TENDERER:**

A		C	D	E
ITEM NUMBER	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS WITH DELIVERY DDP13 PLACE OF ACCEPTANCE: MAAIF, ENTEBBE UGANDAN SHILLINGS	TOTAL UGANDAN SHILLINGS (UGX)
1				
			Total	
		After Sales Service for 2 years	Lumpsum	

¹³ DDP (Delivered Duty Paid— Incoterms 2010 International Chamber of Commerce <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/> .

FINANCIAL IDENTITY FORM

<http://ec.europa.eu/europeaid/prag/annexes.do?annexName=C4o1&lang=en>

LEGAL ENTITY FORM

<http://ec.europa.eu/europeaid/prag/annexes.do?annexName=C4o3&lang=en>

<http://ec.europa.eu/europeaid/prag/annexes.do?annexName=C4o2&lang=en>

Administration and Evaluation Grids

ADMINISTRATIVE COMPLIANCE GRID

Contract title :	SUPPLY OF FIVE 4WD DOUBLE CABIN PICKUPS (LOT 1), ONE 4WD STATION WAGON (LOT 2) AND TWENTY EIGHT MOTORCYCLES (LOT 3)	Publication reference :	FED/2018/397425/SUP03
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Tender envelope number	Name of Tenderer	Is tenderer (consortium) nationality ¹⁴ 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								

Chairperson's name	
Chairperson's signature	
Date	

¹⁴ If the tender has been submitted by a consortium, the nationalities of **all** the consortium members must be eligible

22. EVALUATION GRID

Contract title :	SUPPLY OF FIVE 4WD DOUBLE CABIN PICKUPS (LOT 1), ONE 4WD STATION WAGON (LOT 2) AND TWENTY EIGHT MOTORCYCLES (LOT 3)	Publication reference :	FED/2018/397425/SUP03
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Tender envelope No	Name of Tenderer	Rules of origin respected? (Y/N)	Economic & financial capacity? (OK/a/b/...)	Professional capacity? (OK/a/b/...)	Technical capacity? (OK/a/b/...)	Compliance with ¹⁵ technical specifications? (OK/a/b/...)	Ancillary services as required? (OK/a/b/.../NA)	Subcontracting statement in accordance with art 6 of the General Conditions? (Y/N)	Other technical requirements in tender dossier? (Yes/No/Not applicable)	Technically compliant? Y/N)	Justification/ notes:
1											
2											
3											

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

¹⁵ The selection criteria, in the previous section of this form, have to be met before the technical requirements are assessed.

ANNEX V - Tax and customs arrangements

Article 31 from Annex IV to the Cotonou Agreement

1. The ACP States shall apply to contracts financed by the Community tax and customs arrangements no less favourable than those applied by them to the most favoured States or international development organisations with which they have relations. For the purpose of determining the most-favoured-nation (MFN) treatment, account shall not be taken of arrangements applied by the ACP State concerned to other ACP States, or to other developing countries.
2. Subject to the above provisions the following shall apply to contracts financed by the Community:
 - (a) the contract shall not be subject in the beneficiary ACP State to stamp or registration duties or to fiscal charges having equivalent effect, whether such charges already exist or are to be instituted in the future; however, such contracts shall be registered in accordance with the laws in force in the ACP State and a fee corresponding to the service rendered may be charged for it;
 - (b) profits and/or income arising from the performance of contracts shall be taxable according to the internal fiscal arrangements of the ACP State concerned, provided that the natural or legal persons who realise such profit and/or income have a permanent place of business in that State, or that the performance of the contract takes longer than six months;
 - (c) enterprises which must import professional equipment in order to carry out works contracts shall, if they so request, benefit from the system of temporary admission as laid down by the national legislation of the beneficiary ACP State in respect of the said equipment;
 - (d) professional equipment necessary for carrying out tasks defined in a service contract shall be temporarily admitted into the beneficiary ACP State or States in accordance with its national legislation free of fiscal, import and customs duties and of other charges having equivalent effect where these duties and charges do not constitute remuneration for services rendered;
 - (e) imports under supply contracts shall be admitted into the beneficiary ACP State without customs duties, import duties, taxes or fiscal charges having equivalent effect. The contract for supplies originating in the ACP State concerned shall be concluded on the basis of the ex-works price of the supplies to which may be added such internal fiscal charges as may be applicable to those supplies in the ACP State;
 - (f) fuels, lubricants and hydrocarbon binders and, in general, all materials used in the performance of works contracts shall be deemed to have been purchased on the local market and shall be subject to fiscal rules applicable under the national legislation in force in the beneficiary ACP State; and
 - (g) personal and household effects imported for use by natural persons, other than those recruited locally, engaged in carrying out tasks defined in a service contract and members of their families, shall be exempt from customs or import duties, taxes and other fiscal charges having equivalent effect, within the limit of the national legislation in force in the beneficiary ACP State.
3. Any matter not covered by the above provisions on tax and customs arrangements shall remain subject to the national legislation of the ACP State concerned

Official Journal of
European
Communities

Official Journal of European Communities can be accessed on

<https://www.finance.go.ug/sites/default/files/press/Annex%20V%20-%20Forms%20-%20Annex%20A12%20to%20the%20%20PRAG%20-%20Conciliation%20and%20Arbitration.pdf>

Tender Form

D. TENDER FORM FOR A SUPPLY CONTRACT

Publication reference: **FED/2018/397425/SUP03**

Title of contract: Invitation to Tender for the Supply of Five 4wd Double Cabin Pickups (Lot 1), One 4wd Station Wagon (Lot 2) and Twenty Eight Motorcycles (Lot 3) to the Ministry of Agriculture, Animal Industry and Fisheries for Support to Developing a Market –Oriented and Environmentally Sustainable Beef Meat Industry in Uganda

Entebbe, Uganda

A: Permanent Secretary, Ministry of Agriculture, Animal Industry and Fisheries (MAAIF), Plot 16-18 Lugard Avenue, PO Box 102, Entebbe, Uganda

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

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

1 SUBMITTED BY

	Name(s) of tenderer(s)	Nationality¹⁶
Leader¹⁷		

¹⁶ Country in which the legal entity is registered.

¹⁷ Add/delete additional lines for members as appropriate. Note that a subcontractor is not considered to be a member for the purposes of this tender procedure. Subsequently, the data of the subcontractor must not appear in the data related to the economic, financial and professional capacity. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as 'leader' (and all other lines should be deleted).

2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
E-mail	

3 ECONOMIC AND FINANCIAL CAPACITY¹⁸

Please complete the following table of financial data¹⁹ based on your annual accounts and your latest projections. If annual closed accounts are not yet available for the current year or past year, please provide your latest estimates in the columns marked with **. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the table). Any clarification or explanation which is judged necessary may also be provided.

Financial data Data requested in this table must be consistent with the selection criteria set in the contract notice	2 years before last year²⁰ <specify> €	Year before last year <specify> €	Last year <specify> > €	Average²¹ €	[Past year] €]**	[Current year] €]**
Annual turnover ²² , excluding this contract						
Current assets ²³						
Current liabilities ²⁴						

¹⁸ Natural persons have to prove their capacity in accordance with the selection criteria and by the appropriate means.

¹⁹ 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.

²⁰ Last year=last accounting year for which the entity's accounts have been closed.

²¹ Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

²² 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.

²³ 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.

²⁴ A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.

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

4 STAFF RESOURCES

Please provide the following personnel statistics for the current year and the two previous years²⁵.

Annual manpower	Year before past year		Past year		Current year		Period average	
	Overall	Relevant fields ²⁶	Overall	Relevant fields ¹¹	Overall	Relevant fields ¹¹	Overall	Relevant fields ¹¹
Permanent staff ²⁷								
Other staff ²⁸								
Total								
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%	%	%

²⁵ 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.

²⁶ Corresponding to the relevant specialisms identified in point 5 below.

²⁷ Staff directly employed by the tenderer on a permanent basis (i.e. under indefinite contracts).

²⁸ 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 ... ²⁹				

²⁹ 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 [5][3 for economic sectors with rapid evolution years³⁰ 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) ³¹	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		
...						...		

³⁰ In the case of framework contracts (without contractual value), only specific contracts corresponding to assignments implemented under such framework contracts will be considered.

³¹ Amounts actually paid, without the effect of inflation.

TENDERER'S DECLARATION(S)

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

In response to your letter of invitation to tender for the above contract,

we, the undersigned, hereby declare that:

- 1 We have examined and accept in full the content of the dossier for invitation to tender No **FED/2018/397425/SUP03** of 24 June 2019. 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>
Lot 3: <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 2.6.11. of the practical guide.

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

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

[* Delete as applicable]

Yours faithfully

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

Duly authorised to sign this tender on behalf of:

<.....>

Place and date: <.....>

Stamp of the firm/company:

This tender includes the following annexes:

<Numbered list of annexes with titles>

ANNEX 1 – DECLARATION OF HONOUR ON EXCLUSION AND SELECTION CRITERIA

**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’)

The person is not required to submit the declaration on exclusion criteria if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority³², provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year.

In this case, the signatory declares that the person has already provided the same declaration on exclusion criteria for a previous procedure and confirms that there has been no change in its situation:

Date of the declaration	Full reference to previous procedure

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 EU or national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>

³² The same institution or agency.

(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 applicable law;	<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 or an agreement;	<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 3 of Directive (EU) 2017/1371 and 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 4(2) of Directive (EU) 2017/1371 and Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, and conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the applicable law.	<input type="checkbox"/>	<input type="checkbox"/>
(iii) conduct related to a criminal organisation, referred to in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 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 offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(e) it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union's budget, which has led to its early termination or to the application of liquidated	<input type="checkbox"/>	<input type="checkbox"/>

damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an contracting authority, OLAF or the Court of Auditors;		
(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) it has been established by a final judgment or final administrative decision that the person or entity has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business	<input type="checkbox"/>	<input type="checkbox"/>
(h) it has been established by a final judgment or final administrative decision that an entity has been created with the intent provided for in point (g).	<input type="checkbox"/>	<input type="checkbox"/>
(i) for the situations under points (c) to (h) the person is subject to: i.facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office after its establishment, the Court of Auditors, the European Anti-Fraud Office or the internal auditor, 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; 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; iii.facts referred to in decisions of entities and persons being entrusted with EU budget implementation tasks; iv.information transmitted by Member States implementing Union Funds; v.decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law; or vi.decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.	<input type="checkbox"/>	<input type="checkbox"/>

II – Situations of exclusion concerning natural or legal persons with power of representation, decision-making or control over the legal person and Beneficial owners.

Not applicable to natural persons, Member States and local authorities

(2) declares that a natural or legal 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 e.g. company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares) or a beneficial owner of the person (as referred to in point 6 of article 3 of Directive (EU) N°2015/849) 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"/>
Situation (g) above (creation of an entity with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (h) above (person created with the intent to circumvent legal obligations)	<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 <u>If yes, please indicate in annex to this declaration which situation and the name(s) of the concerned person(s) with a brief explanation:</u>	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] [[the] [each]] person:	YES	NO	N/A
Was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

[V] [VI] – 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 or of any taxes or social security contributions. 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 natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners. It must also provide the following evidence concerning the person itself and the natural or legal persons on whose capacity the person intends to rely, or the subcontractor, and concerning the natural or legal persons which assume unlimited liability for the debts of the person:

For situations described in (a), (c), (d) (f), (g) and (h) 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 (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 award procedure of the same contracting authority³³. 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 person subject to this declaration 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 _____

[FOR PROCUREMENT: 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 documents:	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 16 of the contract notice/Instructions to tenderers/Guidelines for grant applicants;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable economic and financial criteria indicated in section 16 of the contract notice/Instructions to tenderers/Guidelines for grant applicants;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical and professional criteria indicated in section 16 of the contract notice/Instructions to tenderers/Guidelines for grant applicants.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(6) if the above-mentioned person is the sole tenderer or the leader in case of a consortium , declares that:	YES	NO	N/A
(d) the tenderer, including all members of the group in case of consortium and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VIII – Evidence for selection

³³ The same institution or agency.

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender documents 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 of the same contracting authority³⁴. 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

³⁴ The same institution or agency.