

Tender dossier

Contract title: Lugloow Market
Location: Lugloow, in Kismayo District in Lower Juba JSS

CONSTRUCTION MARKET IN LUGLOW IN KISMAYO DISTRICT JUBALAND STATE OF SOMALIA.

COOPI is looking for qualified contractor to undertake construction of a modest meat and vegetable market in Luglow. The market infrastructure once completed will help improve the socio-economic situation of local community including petty/small scale women traders.

All interested and qualified bidders/contractors are requested to submit their applications together with below listed support documentations and other requirements for consideration:

1. Licenses/registrations:

The bidder should submit the following valid licenses/registrations and/or operating permits from relevant local, state and/or national government authorities/bodies namely:

- ✓ District administration/Council registration of Kismayo district.
- ✓ Ministry of Public Works.
- ✓ Tax compliance certificate/evidence of local/state tax compliance.
- ✓ Statement of company ownership: The bidder/company shall submit a signed public notary document stating the ownership of the company - name(s), position(s), contact details and shares held).

Note: failure to submit above listed licenses/registration certificates will lead to automatic disqualification.

2. Previous similar work experience for each submitted contract as per below table.

the bidder/company should list and/or fill in the below table for at least **three** (3 No.)

previous similar contracts/work experience in construction works that the bidder/company has implemented in the last five years with government institutions, International non-governmental organizations (INGOs) and UN agencies and has to attach copies of the three respective contracts with all their applicable/related annexes.

S/N	Activity Description	Contract Amount in USD	Activity implemented location	Year of implementation	Name of the Organization worked and their contact email
1					
2					
3					

Note: any forged contract documents as well as failure to fill in the table below will lead to automatic disqualification.

3. Human and material resources: Possess necessary resources, human and material, and ability to mobilize such a resource at short notice to undertake project works (Please attach CVs of all relevant personnel and list of all readily available equipment owned or rented by the company).

4. Company Finances: presents a duly signed statement/declaration confirming that the company is financially in good position and able to pre-finance project works as this is necessary.

5. Work plan for the activity: The company shall submit a clear and detailed activity workplan.

6. BoQ price allocation accuracy and responsiveness (3 marks): The company shall submit a filled and stamped BoQ in both excel and PDF format.

All interested contractors/suppliers are requested to send electronically all the above support documents/requirements to COOPI latest **by 8th September 2023 before 11:59PM** (Local time) **Sunday** mid-night through this email: logistic.nairobi@coopi.org.

The subject of your email should be named as per advertisement title.

“OPEN TENDER FOR CONSTRUCTION OF LUGLOW MARKET”.

Any enquiries or questions may be addressed to COOPI through the above-mentioned email logistic.nairobi@coopi.org.

OFFERS WILL BE REJECTED IF ANY ILLEGAL OR CORRUPT PRACTISES HAVE TAKEN PLACE IN CONNECTION WITH THE AWARD.

NB: ALL the contractors interested in this advert should submit all the following required document in the attachment.

- **Submit filled and stamped BoQ in both excel and Pdf version.**
- **Must submit filled and stamped supplier ethical standard form attached.**

Tender dossier

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A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF.:

1. Tasks to be executed

1.1 COOPI – Cooperazione Internazionale has received a grant from the (European Commission/United Nations/Other donors) for the implementation of the operation entitled (name of the operation) and intends to apply a portion of that grant to payments under this contract. No party other than COOPI – Cooperazione Internazionale shall derive any rights from the grant or have any claim to its proceeds. Under no circumstances or for no reason whatsoever will the donor entertain any request for indemnity or payment directly submitted by the humanitarian organisation’s contractors.”

1.2 The technical specifications of the (supplies/services/work), including quantities, models, samples, measurements, costs, etc. must be entered in the Model of financial/technical offer (Annex III of this tender dossier).

2. Timetable

Deadline for submission of tenders	8/09/2024	11:59PM
Tender opening session	09/09/2024	10:30 AM
Foreseen date for the signature of the contract	12/09/2024	10:30 AM

3. Participation

3.1. Participation in this tendering procedure is open on equal terms to all persons coming within the scope of the declarations annexed herein (Annex II) and to all such natural and legal persons.

3.2. These terms refer to all legal entities, companies or partnerships constituted under, and governed by, the civil, commercial or public law of their states and having their statutory office, central administration or principal place of business there. A legal entity, company or partnership having only its statutory office there must be engaged in an activity which has an effective and continuous link with the economy of the state concerned. Tenderers must provide evidence of their status.

3.3. These rules apply to:

- a) tenderers
- b) members of a consortium
- c) any subcontractors.

3.4. Candidate or tenderers must sign declarations regarding the compliance to ethical standards and the non-exclusion clauses (annex II).

3.5. To be eligible for participation 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 wherewithal to carry out the contract effectively (see Annex I - Application form).

4. Currency

4.1. Tenders must be presented in (USD currency).

4.2. 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 will tenders for part of the quantities required be taken into consideration. If the tenderer is awarded more than one lot, a single contract may be concluded covering all those lots.

4.3. If (supplies/work/services) have not been divided into lots, tenders must be for the entirety of the quantities indicated.

6. Period of validity

6.1. Tenderers shall be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.

6.2. The successful tenderer will be bound by the tender for a further period of 60 days following receipt of the notification that the tenderer has been selected.

7. Language of offers

7.1. The offers, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in the language.... (better in the same language of the agreement with the donor).

8. Submission of tenders

8.1. Tenders must be received before the deadline specified in the letter of invitation to tender. They must include the Application form (Annex I of this tender dossier) and be sent to the following address:

8.2. All interested contractors/suppliers are requested to send electronically all the above support documents/requirements to COOPI latest by 8th September 2023 before 11:59PM (Local time) Sunday mid-night through this email: logistic.nairobi@coopi.org.

Tenders must comply with the following conditions:

8.3. All tenders must be submitted in one original copy typewritten or hand written in ink. All tenders must be received at 08/09/2024 before the deadline date and time,

8.4. 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, (i.e., (publication reference));

- 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 **and** (equivalent phrase in the local language);
- e) the name of the tenderer.

9. Content of tenders

All tenders submitted must comply with the requirements in the tender dossier and must include:

- 9.1. Annex I: Application form
- 9.2. Annex II: Non - Exclusion Clauses Declaration and Declaration of Supplier Compliance to Ethic Standards
- 9.3. Annex III: Model of financial/technical offer
- 9.4. Annex IV: Work Plan for performing the task
- 9.5. Annex V: Draft Contract

And possibly:

- 9.6. A description of the commercial warranty tendered.
- 9.7. Balance sheets or extracts from balance sheets for at least the last two years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established
- 9.8. The curriculum vitae describing of the educational and professional qualifications of the person or persons responsible for providing the services/carrying out the work/responsible for the contract;
- 9.9. Appropriate statements from banks or evidence of professional risk indemnity insurance;
- 9.10. A statement of overall turnover and turnover concerning the work, supplies or services covered by the contract during a period which may be no more than the last three financial years.
- 9.11. Regarding supplies: samples, descriptions and/or authentic photographs and/or certificates drawn up by official quality control institutes or agencies of recognised competence attesting the conformity of the products with the specifications or standards in force.

10. Pricing

- 10.1. The prices of the offers will be expressed in euros and they must be expressed on a lump sum basis that must be inclusive of all annexed costs
- 10.2. The prices will be considered fixed and valid for the entire duration of the contract until the complete execution of the work/delivery. No additional charge of whatsoever nature and type will be accepted by the Contracting Authority.

11. Additional information before the deadline for submission of tenders

- 11.1. The tender dossier should clearly bar the need for candidates invited to tender to request additional information during the procedure. If the Contracting Authority, either 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.

- 11.2. 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.

12. Alteration or withdrawal of tenders

- 12.1. Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 8.2. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.
- 12.2. Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 8. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.
- 12.3. No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 8.2 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

13. Opening of tenders

- 13.1. The tenders will be opened in public session on (date and local time) at (address) by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request.
- 13.2. At the tender opening, the tenderers' names, the tender prices, written notifications of modification and withdrawal, the presence of the requisite tender guarantee and such other information as the Contracting Authority may consider appropriate must be announced.
- 13.3. 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.
- 13.4. Any attempt by a tenderer 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 the tender.
- 13.5. All tenders received after the deadline for submission specified in the procurement notice or these instructions will be kept by the Contracting Authority. The associated guarantees may be returned to the tenderers on request. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

14. Evaluation of tenders

- 14.1. 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.

Decisions to the effect that a tender is not technically 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.

14.2 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.

14.3 To facilitate the examination, evaluation and comparison of tenders, the evaluation committee may ask each tenderer individually for clarification of their tender, including breakdowns of prices. The request for clarification and the response must be in writing only, but no change in the price or substance of the tender may be sought, offered or permitted. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

14.4 Financial evaluation:

The rates and prices inserted in the bill of quantities must correspond to the conditions laid down in the tender documents (in Annex IV: Model of financial/technical offer). The financial and economic standing of the tenderer will be evaluated by the evaluation committee.

14.5 Award criteria:

The tender commission will not necessarily choose on the basis of lowest price alone but will award one of received offer on the basis of value for money, price, quality, compliance with international norms, delay for delivery. The experience of the tenderer in the performance of similar contracts will be as well a criterion for selection.

15. *Performance guarantee*

15.1. The successful tenderer will be informed in writing that its tender has been accepted (see below: notification of award). Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the documentary proof or statement required under the law of the country in which the company (or each of the companies in case of a consortium) is established, to show that it does not fall into the exclusion situations listed in declarations signed (Annex II and III of this tender dossier).

15.2. The evidence or these documents or statements must carry a date, which cannot be more than 180 days in relation to the deadline for the submission of the tender. In addition, a sworn statement shall be furnished stating that the situations described in these documents have not changed since then.

15.3. If the successful tenderer fails to provide this documentary proof or statement 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 case, the Contracting Authority may award the tender to another tenderer or cancel the tender procedure.

16. *Signature of the contract*

16.1 Within 30 days of receipt of the contract already signed by the Contracting Authority, the selected tenderer must sign and date the contract and return it, with the performance

guarantee, to the Contracting Authority. Upon signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.

- 16.2 If the successful tenderer 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.
- 16.3 After the signature of the contract, the Contractor shall provide any detailed information requested by the Contracting Authority, the European Commission or other donors, the European Anti-Fraud Office (OLAF), and the Court of Auditors, or by any other qualified outside body chosen by the Donor or by the Contracting Authority for the purposes of checking that the activities implemented in the context of the present contract are being properly carried out. The Contractor therefore allows the Contracting Authority, the European Commission, other donors, the European Anti-Fraud Office (OLAF), and the Court of Auditors to carry out the documentary and on-the-spot checks deemed necessary by the abovementioned authorities.

17. *Ethics and Exclusion clauses*

- 17.1. Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of their candidacy or tender and may result in administrative penalties.
- 17.2. Without the Contracting Authority's prior written authorisation, a Contractor and its staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out work or supply equipment for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 17.3. When putting forward a candidacy or tender, the candidate or tenderer shall declare that he is affected by no potential conflict of interest and has no particular link with other tenderers or parties involved in the project. Should such a situation arise during performance of the contract, the Contractor must immediately inform the Contracting Authority.
- 17.4. The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. The Contractor shall refrain from making public statements about the project or services without the Contracting Authority's prior approval. The Contractor may not commit the Contracting Authority in any way without its prior written consent.
- 17.5. For the duration of the contract the Contractor and its staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.
- 17.6. The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.

- 17.7. The Contractor and its staff shall be obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor shall be confidential.
- 17.8. The contract shall govern the Contracting Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 17.9. The Contractor shall refrain from any relationship likely to compromise his independence or that of its staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice, and without the Contractor having any claim to compensation.
- 17.10. The Contracting Authority reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.
- 17.11. All 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.
- 17.12. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.
- 17.13. The Contractor shall supply the Contracting Authority on request with all supporting documents relating to the conditions of the contract's execution. The Contracting Authority may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.
- 17.14. When putting forward a candidacy or tender, the candidate or tenderer shall declare its commitment to the non-exploitation of child labour and to the respect of basic social rights and working conditions (see declaration to be signed in Annex II). The Contracting Authority may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence of the enforcement of the above mentioned principles.

18. Cancellation of the tender procedure

- 18.1. In the event of a tender procedure's cancellation, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

- the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the project impossible;
- all technically compliant tenders exceed the financial resources available;

- there have been irregularities in the procedure, in particular where these have prevented fair competition.

In no circumstances will the Contracting Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a tender, even if the Contracting Authority has been advised of the possibility of damages. The publication of a procurement notice does not commit the Contracting Authority to implement the programme or project announced.

B. ANNEXES

Annex I: Application Form

Annex II: Declarations from supplier

- Non-exclusion clauses declaration
- Compliance to ethical standards declaration

Annex III: Model of financial/technical offer

Annex IV: Work plan for performing the task

Annex V: Draft contract

Annex I
Application Form

Application Form

Procurement notice: 56B411 - PFA-SOM-12101-95312-00

Contract title: Construction of Lugloow Market

One signed original application must be supplied (for each lot, if the tender procedure is divided into lots). The application must include a signed declaration using the annexed format from each legal entity making the application. **All data included in this application must concern only the legal entity or entities making the application.**

Any additional documentation (brochure, letter, etc) sent with an application 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 partners.

1 SUBMITTED by (i.e., the identity of the Candidate)

	Name(s) of legal entity or entities making this application	Nationality ⁺
Leader*		
Partner 2*		
Etc ... *		

*add / delete additional lines for consortium partners as appropriate. **Note that a sub-contractor is not considered to be a consortium partner for the purposes of this application form.** If this application is being submitted by an individual legal entity, the name of that legal entity should be entered as 'Leader' (and all other lines should be deleted). Any change in the identity of the Leader and/or any consortium partners between the deadline for receipt of applications indicated in the Procurement Notice and the award of the contract (other than for reason of changes to the legal structure of the individual entities concerned) will result in the immediate exclusion of the Candidate from the tender procedure.

⁺Country in which the legal entity is registered

2 CONTACT PERSON (for this application)

Name	
Organisation	
Address	
Telephone	
Fax	
e-mail	

3 ECONOMIC AND FINANCIAL STANDING

Please complete the following table of financial data* based on your annual accounts and your latest projections. If annual accounts are not yet available for this year or last year, please provide your latest estimates, clearly identifying estimated figures in italics. Figures in all columns must be 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).

Financial data	Year before last	Last year	This year	Next year	Average ^α
	USD	USD	USD	USD	USD
Annual revenue ^β , excluding this contract					
Cash and cash equivalents ^β at beginning of year					
Net cash from / (used in) operating, investing & financing activities ^β excluding future contracts					
Net forecast cash from/ (used in) future contracts, excluding this contract					
Cash and cash equivalents ^β at end of year (ie, the sum of the above three rows)					

* if this application is being 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 partners – see point 7 of this application form.

^α Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the four preceding columns of the same row.

^β Please refer to the International Accounting Standards (relevant extracts of which are included in the attached Declaration format) for definitions of the information required.

4 STAFF RESOURCES

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

Average manpower	Year before last		Last year		This year	
	Overall	Total for fields related to this contract ^ε	Overall	Total for fields related to this contract ^ε	Overall	Total for fields related to this contract ^ε
Permanent staff ^φ						
Other staff ^γ						
Total						
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%

* if this application is being 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 partners – see point 7 of this application form.

^ε corresponding to the relevant specialisations identified in point 5 below

^φ staff directly employed by the Candidate on a permanent basis (i.e., under indefinite contracts)

^γ other staff not directly employed by the Candidate on a permanent basis (i.e., under fixed-term contracts)

5 EXPERIENCE

<p>1. Number of years of experience in implementing tasks similar to the object of the contract (in the past three years)</p> <ul style="list-style-type: none">- Name of the implementing partner and name of the contact person for references - Brief description of the task carried out and location	
<p>2. Main collaboration with international Organisations and NGOs (in the past three years)</p> <ul style="list-style-type: none">- Name of the implementing partner and name of the contact person for references <p>Brief description of the task carried out and location</p>	

6 STATEMENT

I, the undersigned, being the authorised signatory of the above Candidate (including all consortium partners, in the case of a consortium), hereby declare that we have examined the procurement notice for the tender procedure referred to above.

We recognise that our tender will be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our tender, and that we may also be subject to exclusion from other tender procedures and contracts funded by the EC.

We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure. We are also aware that the consortium partners would have joint and several liability towards the Contracting Authority concerning participation in both the above tender procedure and any contract awarded to us as a result of it.

This tender is valid for a period of (.....) from the final date for submission of tenders, i.e. until (.././..).

We have examined and accept in full the content of the dossier for invitation to tender No. (.....) of (.././..). We hereby accept its provisions in their entirety, without reservation or restriction.

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:

(if applicable:)

Lot no. (...): (description of supplies with indication of quantities)

Lot no. (...):(description of supplies with indication of quantities)

As detailed in the technical annexes

Signed on behalf of the Candidate

Name	
Signature	
Date	

Annex II

Declarations from supplier

- Non-exclusion clauses declaration
- Compliance to ethical standards declaration

Non-exclusion clauses declaration

To be completed and signed by the tenderer (including one from each partner in a consortium).

The undersigned.....

Owner of the Company/Organization:

Located in: Address.....
Country.....

Tel./Fax.....e-mail.....

Declares that the company run and operated by the undersigned and myself:

1. We have examined and accept in full the content of the dossier for invitation to tender No. (.....) of (.././..). We hereby accept its provisions in their entirety, without reservation or restriction.
2. We are submitting this application in our own right and (as partner in the consortium led by (name of the leader / ourselves.)) for this tender (Lot No). We confirm that we are not tendering for the same contract in any other form. (We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, that the performance of the contract, including payments, is the responsibility of the lead partner, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance).
3. We are not in any of the situations excluding us from participating in contracts which are listed in Article 17 of the instructions to tenderers and in this declaration. In the event that our tender is successful, we undertake to provide the proof usual under the law of the country in which we are established that we do not fall into the exclusion situations listed in article 17. The date on the evidence or documents provided will be no earlier than 180 days before the deadline for submission of tenders and, in addition, we will provide a sworn statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.
4. We also understand that if we fail to provide this proof within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award will be considered null and void.
5. We agree to abide by the ethics clauses that we have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application.

6. We declare that we not fall into one of the following situations and shall be excluded from participation in a procurement procedure (articles 93 and 94 relative to EU Financial regulations) if we:
7. are bankrupt or being wound up, are having affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
8. Have been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata.
9. Have been guilty of grave professional misconduct
10. Have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which we are established or with those of the country of the contracting authority or those of the country where the contract is to be performed.
11. Have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the Communities' financial interests.
12. Have been declared to be in serious breach of contract for failure to comply with contractual obligations.
13. We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. 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 European Communities.
14. 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.

Name and surname: (.....)

Duly authorised to sign this tender on behalf of:

(.....)

Place and date: (.....)

Stamp of the firm/company:



Compliance to ethical standards declaration

The undersigned.....

Owner of the Company/Organization:

Located in: Address.....
Country.....

Tel./Fax.....e-mail.....

Declares that the company run and operated by the undersigned has not been convicted of or under investigation of any criminal offence or activity such as the following:

- manufacturing or commercialization of arms;
- activities producing serious negative impact on persons or the environment;
- employment of persons below the minimum legal age for employment;
- violation of civil rights;
- violation of workers' rights;
- scientific experimentation on weak or defenseless individuals or animals;
- exclusion/marginalization of minorities or entire categories of a population;
- direct relationship of complicity with a regime that notoriously disrespects human rights and/or is responsible for seriously compromising the environment;
- pornography, commodification of sex and pedophilia;
- gambling.

I furthermore declare to be fully aware that if the present declaration results false, in part or in whole, COOPI has the right to null and void the present contract with my company or organization without notice.

In faith,

Location, date

Signature (and rubber stamped)

Annex III

Model of financial/technical offer

Attached BOQ





Annex IV

Work plan for performing the task

(if necessary)

Work plan for performing the task

To enclose:

Approximate dynamic plan (GANTT) for performing the task that will correspond to the deadline from the offer (to be completed by the tenderer)

Activity	Month 1				Month 2				Month 3				notes
	week1	2	3	4	5	6	7	8	9	10	11	12	
<i>Example</i>	<i>example</i>												
Item 1													
Preparation for item 1													
Item 2													
Preparation for item 2													
Etc.													

Annex V

Draft contract



Draft contract

(Name of the NGO) hereinafter referred to as "The Contracting Authority", represented by (name of the representative)

of the one party, and

(Name of the successful tender) (acronym) hereinafter referred to as "the Contractor" (name of the representative)

of the other party,

have agreed as follows:

Article 1 Subject

- 1.1** COOPI – Cooperazione Internazionale has received a grant from the (Name of the Donor) for the implementation of an operation called (name of the operation) and intends to apply a portion of that grant to payments under this contract. The donor will establish the final amount of the grant and will liquidate it to COOPI – Cooperazione Internazionale on completion of the operation on the basis of the expenses presented and declared eligible. No party other than COOPI – Cooperazione Internazionale shall derive any rights from the grant or have any claim to its proceeds. Under no circumstances or for no reason whatsoever will the donor entertain any request for indemnity or payment directly submitted by the humanitarian organisation's contractors.
- 1.2** The subject of the contract shall be the (manufacture), (delivery), (installation), (commissioning), (maintenance), (after-sales service) at (enter place of delivery, performance time limit.) by the Contractor, of the following (supplies/work/services):

Note for work contracts: it is suggested to state explicitly that transport of material, equipment and labour form part of the work on site. Therefore it is up to the Contractor to verify the accessibility of the construction site and its logistical conditions.

(general description of the supplies/work/services, including quantities), inlot(s)

(lot no.1, general description with an indication of quantities)

(lot no.2, general description with an indication of quantities)

(lot no.)

- 1.3** The Contractor shall comply strictly with all the terms of the Conditions and the technical specifications in this Contract (including any changes under the proposed variant).

- 1.4 The place of acceptance of the supplies shall be (.....), the time limits for delivery shall be (.....)The delivery period shall run from the date of the signature of the contract by both Parties until (.....).
- 1.5 The Contractor shall provide any detailed information requested by the Contracting Authority, the European Commission, other Donors, the European Anti-Fraud Office (OLAF), and the Court of Auditors, or by any other qualified outside body chosen by the Donor or by the Contracting Authority for the purposes of checking that the activities implemented in the context of the present contract are being properly carried out. The Contractor therefore allows the Contracting Authority, the European Commission, other Donors, the European Anti-Fraud Office (OLAF), and the Court of Auditors to carry out the documentary and on-the-spot checks deemed necessary by the abovementioned authorities.

Article 2 Price

- 2.1 The contractor acknowledges the content of the technical specifications and will execute the task as described in the subject for the total amount of:

..... Euros
- 2.2 The price referred to in Article 2.1 above shall be the sole remuneration owed by the Contracting Authority to the Contractor under the contract. It shall be firm and shall not be subject to revision.
- 2.3 Since the Contractor is deemed to have determined its prices on the basis of its own calculations, operations and estimates, it shall, at no additional charge, carry out any work that is the subject of any item in the tender for which the Contractor indicates neither a unit price nor a lump sum.

Article 3 Order of precedence of contract documents

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

- the contract agreement;
- the Contractor's tender, including annexes (.....)
- other provisions of the tender dossier.

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

Article 4 General Obligations

- 4.1 The Contractor shall perform the contract with due care and diligence including, where specified, the design, manufacture, delivery to site, erecting, testing and commissioning of the supplies and carrying out of any other work including the remedying of any defects in the supplies. The Contractor shall also provide all necessary equipment, supervision, labour and facilities required for the performance of the contract.
- 4.2 The Contractor shall respect and abide by all laws and regulations in force in the state of



the Contracting Authority and shall ensure that its personnel, their dependants, and its local employees also respect and abide by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Contractor, its employees and their dependants of such laws and regulations.

- 4.3** The Contractor shall treat all documents and information received in connection with the contract as private and confidential. It shall not, save insofar as may be necessary for the purposes of the contract's execution, publish or disclose any particulars of the contract without the prior written consent of the Contracting Authority or the Project Manager. If any disagreement arises as to the necessity for any publication or disclosure for the purpose of the contract, the decision of the Contracting Authority shall be final.
- 4.4** The Contractor shall be bound by the documents that form its tender dossier that are annexed to the present contract.

Article 5 Period of Execution

5.1.....*Specify the execution period(s)*

Article 6 Warranty

The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The Contractor shall further warrant that none of the supplies have any defect arising from design, materials or workmanship. This warranty shall remain valid for (one year) after provisional acceptance.
(Specify any additional obligations under the warranty)

Article 7 Payments

- 7.1** (10%) of the total amount specified in this contract shall be paid by the Contracting Authority as advance payment
- 7.2** All payments following the advance will take place according and proportionally to the execution of the task and they will be paid as specified in the commercial invoice handed over to the Contracting Authority by the Contractor

Article 8 Delivery

The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.

Article 9 Delay

In case of delay in the execution of the task, a penalty of euros per day will be applied to the Contractor.

Article 10 Disputes

All disputes between contractual parties arising from implementation of the tasks herein that cannot be automatically settled, shall be referred to the exclusive jurisdiction of the (nationality of country of Contracting Authority) court.

Article 11 Termination of the contract

11.1 The Contracting Authority may, after giving the Contractor seven days' notice, terminate the contract in any of the following cases:

- a) the Contractor substantially fails to perform its obligations under this contract;
- b) the Contractor fails to comply within a reasonable time with a notice given by the Project Manager requiring him to perform his obligations under the contract which seriously affects the proper and timely performance of the work;
- c) the Contractor refuses or neglects to carry out administrative orders given by the Project Manager;
- d) the Contractor assigns the contract or subcontracts without the authorisation of the Contracting Authority;
- e) the Contractor is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- f) the Contractor has been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;
- g) the Contractor has been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;
- h) the Contractor has been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- i) the Contractor, following another procurement procedure or grant award procedure financed by the Community budget, has been declared to be in serious breach of contract for failure to perform its contractual obligations;
- j) any organisational modification occurs involving a change in the legal personality, nature or control of the Contractor, unless such modification is recorded in an addendum to the contract;
- k) any other legal disability hindering performance of the contract occurs;
- l) the Contractor fails to provide the required guarantee or insurance, or if the person providing the earlier guarantee or insurance required under the present contract is not able to abide by its commitments.

- m) The Contracting Authority during the course of documentary or on-the-spot checks discovers an infringement of the Contractor concerning the non-exploitation of child labour and the respect of basic social rights and working conditions.

11.3 In the event of termination, the Project Manager shall, as soon as possible and in the presence of the Contractor or his representatives or having duly summoned them, draw up a report on the supplies delivered and the work performed and take an inventory of the materials supplied and unused. A statement shall also be drawn up of monies due to the Contractor and of monies owed by the Contractor to the Contracting Authority as at the date of termination of the contract.

11.4 This contract shall be automatically terminated if it has given risen to no payment in the three years following its signing.

Article 12 Termination by the Contractor

12.1 The Contractor may, after giving 14 days' notice to the Contracting Authority, terminate the contract if the Contracting Authority:

- fails to pay the Contractor the amounts due under any certificate issued by the Project Manager after the expiry of the deadline stated in the Special Conditions;
- consistently fails to meet its obligations after repeated reminders; or
- suspends the delivery of the supplies, or any part thereof, for more than 180 days, for reasons not specified in the contract or not attributable to the Contractor.

12.2 In the event of such termination, the Contracting Authority shall pay the Contractor for any loss or damage the Contractor may have suffered.

Article 13 Force majeure

13.1 Neither Party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any event of force majeure arising after the date of notification of award or the date when the contract becomes effective, whichever is earlier.

13.2 For the purposes of this Article, the term "force majeure" means strikes, lock-outs or other industrial disturbances, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the Parties' control and cannot be overcome by due diligence.

13.3 If circumstances of force majeure have occurred and continue for a period of 180 days then, notwithstanding any extension of time for completion of the contract that the Contractor may by reason thereof have been granted, either Party shall be entitled to serve the other with 30 days' notice to terminate the contract. If, on the expiry of the period of 30 days, the situation of force majeure still applies, the contract shall be terminated and, by virtue of the law governing the contract, the Parties shall be released from further performance of the contract.

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

For the Contractor

For the Contracting Authority

Name:

Name:

Position:

Position:

Signature:

Signature:

Date:

Date:

