TENDER DOSSIER

SUPPLIES

SUPPLY, DELIVERY, AND INSTALLATION OF EQUIPMENT TO PK51, CUSTOMS AND DJIBOUTI CITY

PROCUREMENT REFENCE NUMBER: MCT/COMESA-EDF-11/TFP/002/2024

**PRIOR INFORMATION NOTICE**

I.1) Name and address Contracting Authority

Official name: The Secretary General

 COMESA Secretariat

 PO BOX 30051,

 Lusaka, Zambia

II.1.1) Title:

Supply, Delivery and Installation of Equipment under the following Lots:

**Lot 1:** Supply, Delivery and Installation of Weigh bridge at the PK51, Djibouti.

**Lot 2:** Supply, Delivery and Installation of Hardware ICT Equipment to Djibouti Customs.

**Lot 3:** Supply, Delivery and Installation of ICT Software to Djibouti Customs.

II.1.2) Main CPV[[1]](#footnote-2) code

II.1.3) Type of contract

Supplies with Installation.

II.1.4) Short description of the contract

*This contract is for the* Supply, Delivery and Installation of Equipment under the 3 Lots mentioned above *with the DDP incoterms and the period for the implementation of the task is set at one hundred twenty days* ***(120 days****) from the date of signature of the last party until the provisional acceptance in accordance with the contract notice/additional information about the contract notice.*

II.1.5) Estimated total value

Value excluding VAT: Currency: US Dollar

II.1.6) Information about lots

This contract is divided into lots:

**Lot 1:** Supply, Delivery and Installation of Weigh bridge at PK51 Djibouti.

**Lot 2:** Supply, Delivery and Installation of Hardware ICT Equipment to Customs, Djibouti City.

**Lot 3:** Supply, Delivery and Installation of ICT Software to Customs, Djibouti City.

II.2.3) Place performance

Main site or place of performance: PK51 and Customs, Djibouti city.

II.2.5) Award Criteria.

Price. The contract shall be awarded to the lowest evaluated compliant tender.

II.3) Estimated date of publication of contract notice:

CONTRACT NOTICE

CALL FOR TENDER: GENERAL INFORMATION

I.1) Name and Address of Contracting Authority

Official name: The Secretary General

Physical Address:

 COMESA Secretariat

 Ben Bella Road,

 PO Box 30051,

 Lusaka, Zambia

II.1.1) Title:

Supply, Delivery and Installation of Equipment to PK51, Djibouti city and Djibouti Customs

**PUBLICATION REF:**

MCT/COMESA-EDF-11/TFP/002/2024

II.1.2) Main CPV[[2]](#footnote-3) code

II.1.3) Type of contract

Supplies

II.1.4) Short description of the contract

*This contract is for the* Supply, Delivery and Installation of Equipment at PK51, Djibouti city and Customs, under the 3 Lots mentioned above *with the DDP incoterms and the period for the implementation of the task is set at one hundred twenty days* ***(120 days****) from the date of signature of the last party until the provisional acceptance in accordance with the contract notice/additional information about the contract notice.*

II.1.5) Estimated total value

Value excluding VAT: Currency in US Dollar

IV.1.1.) Type of Procedure

International Open Procedure

IV.2.1) Previous publication concerning this procedure.

N/A

II.1.6) Information about lots

This contract is divided into lots as follows:

**Lot 1:** Supply, Delivery and Installation of Weigh bridge at the PK51 Djibouti.

**Lot 2:** Supply, Delivery and Installation of Hardware ICT Equipment at the Customs, Djibouti City.

**Lot 3:** Supply, Delivery and Installation of Software ICT Equipment at the Customs, Djibouti City.

Main CPV code 48800000-6, 30123100-8, 30144200-2, 42991230-0, 30000000-9

II.2.3) Place performance

Geographical zone benefitting from the action: Djibouti Customs and PK 51, Djibouti city,

II.2.5) Award Criteria

Price

Value excluding VAT: Currency US Dollar

II.2.14) Additional information

N/A

IV.2.2) Time limit/deadline for submission of tenders or requests to participate.

**Date: 16th May 2024
Local Time: 10:00AM**

IV.2.6) Minimum time frame during which the tenderer must maintain the tender

Duration in months: At least 3 months (90 days) from the date stated for receipt of tender

IV.2.7) Conditions for opening of tenders

Date: **16th May 2024**Local time: 10:30AM Hours, local time
Place: Ministry of Trade and Tourism, Cité Ministérielle, Djibouti
Information about authorised persons and opening procedure: See Internet address provided in Section I.3.

**Additional information about the Contract Notice**

Contract title: Supply, Delivery and Installation of Equipment for Djibouti Customs

1. **Nature of contract**

Unit price

1. **Programme title**

Galafi Border Upgrade Project under the COMESA EDF 11 Trade Facilitation Programme.

1. **Financing**

Trade Facilitation Programme Result Area 3

1. **Eligibility and rules of origin**

Participation in tendering is open on equal terms to all natural and legal persons (participating either individually or in a grouping – consortium – of candidates/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 ACPEC Partnership Agreement under which the contract is financed (see also heading ‘Legal basis’ below). Participation is also open to local organisation.

All supplies under this contract must originate in one or more of these countries.

For UK candidates or tenderers: Please be aware that following the entry into force of the EU-UK Withdrawal Agreement\* on 1 February 2020 and in particular Articles 127(6), 137 and 138, the references to natural or legal persons residing or established in a Member State of the European Union and to goods originating from an eligible country, as defined under Regulation (EU) No 236/2014\*\* and Annex IV of the ACP-EU Partnership Agreement\*\*\*, are to be understood as including natural or legal persons residing or established in, and to goods originating from, the United Kingdom \*\*\*\*. Those persons and goods are therefore eligible under this call.

\* Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community.

\*\* Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's instruments for financing external action.

\*\*\* Annex IV to the ACP-EU Partnership Agreement, as revised by Decision 1/2014 of the ACP-EU Council of Ministers (OJ L196/40, 3.7.2014)

\*\*\*\* including the Overseas Countries and Territories having special relations with the United

Kingdom, as laid down in Part Four and Annex II of the TFEU]

All supplies under Lot 1 may originate from any country.

 Contracts less than Euro 100 000 can originate from any country.

1. **Candidature**

All eligible natural and legal persons (as per item 4 above) or groupings of such persons (consortia) may apply.

A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure. All partners of a consortium (i.e., the leader and all other partners) are jointly and severally liable to the contracting authority.

The participation of an ineligible natural or legal person will result in the automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

1. **Number of applications or tenders**

No more than one application or tender can be submitted by a natural or legal person whatever the form of participation (as an individual legal entity or as leader or partner of a consortium submitting an application/tender). In the event that a natural or legal person submits more than one application or tender, all applications or tenders in which that person has participated will be excluded.

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 works or supplies required in the tender dossier.

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.

1. **Tender guarantee**

No tender guarantee is required.

1. **Performance guarantee**

The successful tenderer will be asked to provide a performance guarantee of 10 % of the amount of the contract at the signing of the contract. This guarantee must be provided together with the return of the countersigned contract no later than 30 days after the tenderer receives the contract signed by the contracting authority. If the selected tenderer fails to provide such a guarantee within this period, the contract will be void and a new contract may be drawn up and sent to the tenderer which has submitted the next cheapest compliant tender.

1. **Information meeting and/or site visit**

No information meeting/site visit is planned.

1. **Tender validity**

Tenders must remain valid for a period of 3 months (90days) 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.

1. **N/A**
2. **Grounds for Exclusion**

Candidates or tenderers must submit a signed declaration, included in the application form or tender form, to the effect that they are not in any of the situations listed in Section 2.6.10.1 of the practical guide (PRAG). Where the candidate or tenderer intends to rely on capacity providing entities or subcontractor(s), he/she must provide the same declaration signed by this/these entity (ies).

Candidates or 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.

1. **Sub-contracting**

Sub-contracting is allowed.

1. **N/A**
2. **Provisional date of invitation to tender.**

5th April, 2024

1. **Provisional commencement date of the contract**

01 July 2024

1. **Period of implementation of tasks**

The period for the implementation of this task is set at One hundred twenty (120) days from the date of signature of the last party to the provisional acceptance of contract notice.

SELECTION AND AWARD CRITERIA

1. **Selection criteria**

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

The selection criteria for each tenderer are as follows:

1. **Economic and financial capacity** (based on item 3 of the service application form, on item 3 of supply tender form). In case of candidate being a public body, equivalent information should be provided.

The reference period which will be taken into account will be the last three years for which accounts have been closed.

* 1. The turnover for the last three years of the tenderer for which accounts have been closed must be at least 50% of the bid.
	2. Current ratio (current assets/current liabilities) in the last three years for which accounts have been closed must be at least 1. In case of a consortium this criterion must be fulfilled by each member.

**Reference criterion:**

1. Attach copies of relevant pages of audited accounts for the last three years for which accounts have been closed.

**2) Professional capacity** (based on items 4 and 5 of the application form for service contracts and on items 4 and 5 of the tender form for supply contracts). The reference period which will be taken into account will be the last three years preceding the submission deadline.

* Has a professional certificate appropriate to this contract, such as a business Certificate.

**3) Technical capacity (**based on items 5 and 6 of the application form for service contracts and on items 5 and 6 of the tender form for supply contracts). The reference period which will be taken into account will be the last three years from submission deadline.

The candidate has provided supplies **at least 2 contracts each** with a budget of at least 50% of this contract in value in supplies which was implemented at any moment during the reference period: 3 years

Have manufactures authorisation to supply international branded equipment.

Supplier should have in country after sales technical support services for lot 1 and 3

**Reference criterion**

Copies of relevant pages of the **signed Contracts,** or **purchase orders** for contracts indicated above; or **acceptance letters from clients**, or **statement or certificate** from the entity which awarded the contract, proof of payment.

For after sales technical support: signed contracts with local companies specialised in IT confirming provision of after sales technical support including spare parts.

**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. If the economic operator relies on other entities, 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 by producing a commitment by those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality as the economic operator relying on them and must comply with the selection criteria for which the economic operator relies on them. Furthermore, the data for this third entity for the relevant selection criterion should be included in a separate document. Proof of the capacity will also have to be provided when requested by the contracting authority.

With regard to technical and professional criteria, an economic operator 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 economic operator relies, become jointly and severally liable for the performance of the contract.

1. **Award criteria**

Price. The contract shall be awarded to the lowest evaluated compliant tender.

APPLICATION AND TENDERING

1. **How to obtain the tender dossier?**

The tender dossier is available at the following addresses:

1. COMESA Web site: [www.comesa.int](http://www.comesa.int)

Tenders must be submitted using the standard tender form included in the tender dossier, whose format and instructions must be strictly observed.

Any request for additional information must be made in writing through the Contracting Authority at least 21 days before the deadline for submission of tenders given in item ‘Deadline for submission of applications or tenders. Responses will be issued to all tenderers at the latest 7 days before the submission deadline and it is the tenderer’s responsibility to check for updates and modifications during the submission period.

1. **Tender opening session**

Tender Opening will be conducted at:

The Ministry of Trade and Tourism

Cité Ministérielle, Djibouti

First Floor,

Meeting Room, at 10:30 hours , Thursday 16th May 2024.

In the presence of tenderers or their representative who choose to attend the tender opening. Passwords to the tender documents should be provided at the time of opening.

1. **N/A**
2. **How applications may be submitted**

Applications must be submitted electronically in French or English exclusively to:

1. tenders@comesa.inttenders@comesa.int COPY abyabato@comesa.int, tfp@comesa.int

**Note that tenders submitted in hard copies will not be received.**

**You are kindly request to encrypt your documents and only provide the password during the opening session on 16th May , 2024**.

 All tenders shall be addressed to:

*The Secretary General*

*COMESA Secretariat*

*PO Box 30051,*

*Lusaka, Zambia*

**The tenderer should mention the Lots they are applying for.**

Applications submitted by any other means apart from the one mentioned under 23 above will not be considered.

By submitting an application 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 application form.

1. **Deadline for submission of applications**

The candidate’s attention is drawn to the fact that there is only one way of sending applications as indicated under 23 above.

 The deadline for submission of applications shall be May 16, 2024 at 10:00am

 Any application sent to the contracting authority after this deadline will not be considered.

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

1. **Clarifications on the contract notice**

Any request for additional information must be made in writing through the Contracting Authority at the latest 21 days before the deadline for submission of applications stated at section IV.2.2) of the contract notice.

Clarifications will be made in writing at the latest 7 days before the deadline for the submission of applications and the applicants’ responsibility to check for updates and modifications during the submission period.

1. **Alteration or withdrawal of applications**

Applicants may alter or withdraw their applications by written notification prior to the deadline for submission of applications. No applications may be altered after this deadline.

Any such notification of alteration or withdrawal shall be prepared and submitted in accordance with precedent item. The outer envelope (and the relevant inner envelope if used) must be marked ‘Alteration’ or ‘Withdrawal’ as appropriate.

1. **Language of the procedure**

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

1. **Legal basis[[3]](#footnote-4)**

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.

1. **Additional information**

Financial data to be provided by the candidate in the standard application form or the tenderer in the tender form must be expressed in USD. If applicable, where a candidate refers to amounts originally expressed in a different currency, the conversion to USD shall be made in accordance with the prevailing exchange rate for that day.

**INSTRUCTIONS TO TENDERERS**

 MCT/COMESA-EDF-11/TFP/002/2024

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**](http://ec.europa.eu/europeaid/prag/document.do)).

1. **Supplies to be Provided.**

**Lot 1:** Supply, Delivery and Installation of Weigh bridge at PK51 Djibouti..

**Lot 2:** Supply, Delivery and Installation of Hardware ICT Equipment at Djibouti Customs and Djibouti City.

**Lot 3:** Supply, Delivery and Installation of ICT Software at Djibouti Customs and Djibouti City

1.2 The design specifications 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, and other instructions.

1.3 The supplies described under lots No 1 must be accompanied by ` additional ‘lot’ consisting of spare parts and/or consumables readily available locally. Neither the unit price, nor the overall price of spare parts will influence the evaluation of the tenders, except where they vary substantially between the tenders received. Lists of spare parts must be drawn up by tenderers on the basis of their professional experience and the expected places of use; they must show the unit prices of the parts, calculated as specified in Article 11 (below). The contracting authority reserves the right to alter the list of spare parts; any changes will appear in the contract.

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

1. **Timetable**

|  |  |  |
| --- | --- | --- |
|  | **DATE** | **TIME (Djibouti Time)\*** |
| **Clarification meeting / site visit (if any)** |  N/A | - |
| **Deadline for requesting clarifications from the contracting authority** | **25th April 2024** | 16:00hrs |
| **Last date on which clarifications are issued by the contracting authority** | **9th May 2024** | 16:00hrs |
| **Deadline for submission of tenders** | **16th May, 2024** | 16:00hrs |
| **Tender opening session** | **16th May, 2024** | 10:30hrs |
| **Notification of award to the successful tenderer** | 16 June 2024\*\* | 16:00hrs |
| **Signature of contract** | 01 July 2024\*\* | 16:00hrs |

**\* All times are in the time zone of the country of the contracting authority provisional date
\*\* The dates can change depending on the timely progress of the evaluation committee in awarding the successful supplier.**

1. **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.

For UK candidates or tenderers: Please be aware that following the entry into force of the EU-UK Withdrawal Agreement\* on 1 February 2020 and in particular Articles 127(6), 137 and 138, the references to natural or legal persons residing or established in a Member State of the European Union and to goods originating from an eligible country, as defined under Regulation (EU) No 236/2014\*\* and Annex IV of the ACP-EU Partnership Agreement\*\*\*, are to be understood as including natural or legal persons residing or established in, and to goods originating from, the United Kingdom \*\*\*\*. Those persons and goods are therefore eligible under this call.

\* Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community.

\*\* Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's instruments for financing external action.

\*\*\* Annex IV to the ACP-EU Partnership Agreement, as revised by Decision 1/2014 of the ACP-EU Council of Ministers (OJ L196/40, 3.7.2014)

\*\*\*\* including the Overseas Countries and Territories having special relations with the United Kingdom, as laid down in Part Four and Annex II of the TFEU

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 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 honour[[4]](#footnote-5) that they are not in any of these exclusion situations. Such declarations must also be submitted by all the members of a joint venture/consortium, by any sub-contractor and by any capacity providing entities. 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. In cases of doubt over declarations, the contracting authority will request documentary evidence that subcontractors and/or capacity providing entities 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.

1. **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.

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.

Contract for supplies under Euro 100,000 may originate from any country. Supplies under lot 2 may originate from any country.

The list of eligible countries is included under annex a2a.

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.

1. **Type of contract**

Unit-Price

1. **Currency**

Tenders must be presented in USD

1. **Lots**

 This tender procedure is divided into lots.

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.

1. **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.

1. **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 French or 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.

1. **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:

tenders@comesa.int copy abyabato@comesa.intabyabato@comesa.int tfp@comesa.int

Tenders must comply with the following conditions:

* 1. All tenders must be submitted online to the address indicated above 10.1.

10.4 All tenders, including annexes and all supporting documents, must be submitted online on the following address: tenders@comesa.int and should bear: b) the reference code of this tender procedure, (i.e. MCT/COMESA-EDF-11/TFP/002/2024c2024) 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 ensure your documents are password encrypted.

e) the name of the tenderer.

The technical and financial offers must be placed together in the tender document.

1. **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:

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

**Part 2: Financial offer:**

* A financial offer calculated on a DDP basis for the supplies tendered.

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

**Part 3: Documentation:**

To be supplied using the templates attached\*:

* The "Tender form for a supply contract", together with its Annex 1 "Declaration on honour on exclusion criteria and selection criteria", both duly completed, which includes the tenderer’s declaration, point 7, (from each member if a consortium):
* The details of the bank account into which payments should be made (financial identification form – document c4o1\_fif\_en) (tenderers that have already signed another contract with the European Commission, may provide their financial identification form number instead of the financial identification form, or a copy of the financial identification form provided on that occasion, if no change has occurred in the meantime.)
* The legal entity file (document c4o2\_lefind\_en) and the supporting documents (tenderers that have already signed another contract with the European Commission, may provide their legal entity number instead of the legal entity sheet and supporting documents, or a copy of the legal entity sheet provided on that occasion, if no change in legal status has occurred in the meantime).

To be supplied in free-text format:

* A description of the warranty conditions, which must be in accordance with the conditions laid down in Article 32 of the general conditions.
* A 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 valid business registration certificate.

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: https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes

1. **Taxes and other charges**

The applicable tax and customs arrangements are the following:

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

1. **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**:

 Contact person: **Aggrey M. Byabato**

E-mail: abyabato***@comesa.int******;*** ***procurement@comesa.int******;***

The answers on the questions received will be posted on the COMESA Secretariat’s website at the latest 7days before the deadline for submission of tenders.

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

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

1. **Clarification meeting / site visit**

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

1. **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.

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.

1. **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.

1. **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.

1. **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.

1. **Opening of tenders**

19.1 The purpose of the opening session is to check whether the tenders are complete, whether the requisite tender guarantees have been provided, 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 16th May, 2024 at the Ministry of Trade and Tourism, Cité Ministérielle, Djibouti 10:30am by the appointed committee. Tenderers will be requested to provide passwords to their tenders to allow opening. The committee will draw up minutes of the meeting, which will be available on request.

In the case that at the date of the opening session some tenders have not been delivered to the contracting authority, but their representatives can show evidence that it has been sent on time, the contracting authority will allow them to participate in the first opening session and inform all representatives of the tenderers that a second opening session will be organised.

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.

1. **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 the additional information about the contract notice 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.

1. **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.

1. **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 additional information about the contract notice. 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.

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 set at 10 % of the amount of the contract and must be presented in the form specified in the annex to the tender dossier. It will be released within 45 days of the issue of the final acceptance certificate by the contracting authority, except for the proportion assigned to after-sales service. For contracts of EUR 150 000 or below, on the basis of objective criteria such as the type and value of the contract, the contracting authority may decide not to require such a guarantee.

1. **Tender guarantee**

No tender guarantee is required.

1. **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 and applicable data protection rules. 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, abuse and harassment:**

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.

24.3Anti-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.

1. **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.**

1. **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.

1. **Data Protection**

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as names, contact details and CVs), they will be processed[[5]](#footnote-6) solely for the purposes of the management and monitoring of the tender and of the contract by the data controller without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law. In addition, as the contract relates to an external action in Partner Countries outside the EU and as the EU, represented by the European Commission, is acting as contracting authority on behalf and for the benefit of the Partner Countries, transmission of personal data may occur to the Partner Country, solely for the purpose of complying with its obligations under the applicable legislative framework and under the financing agreement concluded between the EU and the Partner Country with regard to this tender procedure. Details concerning processing of your personal data are available on the privacy statement at

[**http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A**](http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A)[[6]](#footnote-7)

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

The controller of call for tenders is the head of legal affairs unit of DG International Cooperation and Development

1. **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.

# B. DRAFT CONTRACT AND SPECIAL CONDITIONS, INCLUDING ANNEXES

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No: MCT/COMESA-EDF-11/TFP/002/2024

**financed from the 11 EDF**

Ministry of Trade and Tourism: The European Union, represented by the European Commission on behalf of and for the account of the Government of Djibouti.

(‘The contracting authority’), of the one part, and

<Full official name of contractor>

[<Legal status/title>][[7]](#footnote-8)

[<Official registration number>][[8]](#footnote-9)

<Full official address>

[<VAT number>][[9]](#footnote-10), (‘the contractor’) of the other part,

have agreed as follows:

**PROJECT:** Galafi Border Post Upgrade Project under the COMESA Trade Facilitation Programme

**CONTRACT TITLE:** Supply, delivery and Installation of IT equipment for Djibouti Customs

**Identification number:** MCT/COMESA-EDF-11/TFP/002/2024

**Article 1 Subject**

* 1. The subject of the contract shall be:

The Supply and Delivery of :

The place of acceptance of the supplies shall be .; the time limits for delivery shall be 120 days and the Incoterm applicable shall be DDP. The implementation period of tasks shall run from date of last signature.

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

1.3 N/A.

**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 US$

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

**Article 4 Order of precedence of contract documents**

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

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

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

**Article 5 Other specific conditions applying to the contract**

For the purpose of Article 44 of the General Conditions,

1. the data controller is the head of legal affairs unit of DG International Cooperation and Development
2. the data protection notice is available at<http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>. ]

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

Done in French/ English in three originals, one originals being for the contracting authority, one original being for COMESA and one original being for the contractor.

|  |  |
| --- | --- |
| **For the contractor** | **For the contracting authority** |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

SPECIAL CONDITIONS

CONTENTS

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

Article 2 Language of the contract

2.1 The language used shall be French.

Article 4 Communications

4.1 All correspondences should be addressed to the Contracting Authority on the following address:

 The Secretary General

COMESA Secretariat

Benbella Road Lusaka

Zambia

Email: secgen@comesa.int and copied to: abyabato@comesa.int

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

Operational Manuals should be provided.

Article 8 Assistance with local regulations

Ministry of Trade and Tourism will guide on specific regulations.

Article 9 General obligations

9.9 The contractor shall ensure that the goods are clearly identified and feature prominently the EU Flag. The obligation towards visibility must comply with the rules lay 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-eu-external-actions_en>.

Article 10 Origin

10.1 All goods purchased must originate from an eligible source country as defined under the COMESA EDF 11 Trade Facilitation Programme. For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured. 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.

Article 11 Performance guarantee

11.1 The amount of the performance guarantee shall be 10% of the total contract price, including any amounts stipulated in addenda to the contract.

Article 12 Liabilities and insurance

12.2(b), paragraph 2 The contractor shall ensure that all the goods are insured up to the point of delivery and installation (at the point of acceptance). 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.’*[[10]](#footnote-11)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 within 120 calendar days of signing of the contract by the contractor.

Article 14 Contractor’s drawings

14.1 All operational manuals must be provided by the contractor

Article 15 Sufficiency of tender prices

15.1 N/A

Article 16 Tax and customs arrangements

16.1 The terms of delivery of the goods shall be DDP (Delivery Duty Paid)

Article 17 Patents and licences

17.1 N/A

Article 18 Commencement order

18.1 The start date for the implementation shall be the date of signature of the last party.

Article 19 Period of implementation of the tasks

19.1 The period of implementation of the contract is set at 120 calendar days from the date of signature of the last party.

Article 24 Quality of supplies

24.2 Supplies must conform to the technical specifications specified. A certificate of Provisional Acceptance issued by the Contracting Authority is required.

Article 25 Inspection and testing

25.2 The goods will be tested in accordance with Article 25 of the general conditions and the practical arrangements for testing at the Ministry of Trade and Industry, Gemini House

Article 26 General principles for payments

26.1 Payments shall be made in US Dollar

Payments shall be authorized and made by

The Secretary General

COMESA, Ben Bella Road

P.O Box 30051

Lusaka 10101

Zambia

26.3 By derogation, the pre-financing payment shall be made within 90 days from the date on which an admissible invoice is registered by the contracting authority. The final payment to the contractor of the amounts due shall be made within 90 days following provisional acceptance of the goods, after receipt by the contracting authority of an admissible invoice.

26.5 In order to obtain payments, the contractor must forward to the authority referred to below:

 The Secretary General

COMESA Secretariat

Ben Bella Road

Po Box 30051

Lusaka Zambia

a) For the 40% pre-financing, the pre-financing guarantee.

b) For the 60 % balance the invoice(s) in triplicate together with the request for provisional acceptance of the supplies to the contracting authority referred in 26.5.

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.

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 included in the time limit for payments indicated in Article 26.3.

Article 32 Warranty obligations

32.7 The warranty must remain valid for a period of one year after provisional acceptance.

Article 33 After-sales service

33.1 The contractor shall provide or secure provision of reliable after-sales maintenance service thereafter at the place of destination guaranteeing the upkeep and repair of goods supplied.

Article 40 Settlement of disputes

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)

Article 44 Data protection

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

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC[[11]](#footnote-12) and as detailed in the specific privacy statement published at ePRAG.

\* \* \*

ANNEX I: GENERAL CONDITIONS

FOR SUPPLY CONTRACTS FINANCED BY THE EUROPEAN UNION OR BY THE EUROPEAN DEVELOPMENT FUND

Attached

#

# TECHNICAL SPECIFICATIONS AND TECHNICAL OFFER

**Contract title: Supply, Delivery and Installation of IT equipment for Djibouti Customs**

**Publication reference:** MCT/COMESA-EDF-11/TFP/002/2024

**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:** Supply, Delivery and Installation of Weigh bridge at the PK51 Djibouti

|  | 1 | 2 | 3 | 4 | 5 |
| --- | --- | --- | --- | --- | --- |
| Article | Characteristic | Minimum item specifications required | Specifications proposed by the bidder | Notes, remarks, ref to documentation | Evaluation committee's notes |
|  | Electronic weighbridge and accessories (operating premises, etc.) | Bridge type: TransportableLoad-bearing metal structure made of longitudinal beamsFoundation configuration: Above ground installationRange: 120TAccuracy: 20 kgLength: 21mWidth 3m;Number of sensors: 10 Sensors with IP68 degree of protection interconnected by stainless steel junction boxes;Anti-rust and waterproof industrial paint;Cable protection: All cables should have metal rodent protection;Boom barriers and lights: The weighbridge must be equipped with two boom barriers and two traffic lights at the entrance and exit to authorize passage (entry/exit) of the truck on the weighbridge, the control of the lights and barriers should be done automatically and remotely via the weighing application;Computer Application: Application with Web architecture allowing the launch of weighing operations and recording of the results in a dedicated database.Recording of data from the travel document, the Customs declaration and the transport document: The weighbridge system should allow the Customs officer to enter information relating to the travel document and/or the Customs declaration and/or transport document for each truck.The application should contain boxes dedicated to Customs declaration:Customs office code,Registration details,Registration number,Date of registration of the Customs declaration,On the travel document:Customs Office Code;Trip number;Date of departure ;Travel document referenceOn the transport document (Exit voucher / T1):Customs office code,Registration details,Registration number,Date of registration of the Customs declaration,Interfacing with the Customs system: The weighbridge system should allow the exchange of data with the ASYCUDA World Customs system via Web services based on SOAP message exchange.Camera system with recognition of the plate number of the means of transport and the container: A set of 4 RJ45 cameras with integrated storage memory or removable 64GB memory card and power supply via PoE (Power Over Ethernet) switch, to be installed at the entry, side and exit of the weighbridge as well as inside the Customs premises, which allow information relating to the means of transport , the result in the repeater as well as the container to be recorded with :Recognition of the plate number of the means of transport;Recognition of the container identification number;Photo of the truck and container.And link them to weighing data (date and time, weight, etc.) Wheel Guide Rails: The weighbridge should contain wheel guide rails installed along the sides of the weighbridge to prevent truck overlap;Protection of the weighbridge: Two walls with a height of one meter should be constructed along both sides of the weighbridge;Shelter: A Shelter should be built to protect the weighbridge against sun, rain, etc.Speed ​​bumps: Two speed bumps should be installed at the entrance and exit points of the weighbridge;Metal ramps: The weighbridge should have metal ramps at the entrance and exit points;Weight repeaters: A weight repeater allowing the weight to be displayed remotely for viewing by the truck driver;Indicator: A weight indicator with color screen to be installed for Customs officers in the control office;Intercom system which allows the Customs officer in the premises to communicate with the truck driver;Room for Customs officers: A room to be installed next to the weighbridge where the Customs officers who will operate the weighbridge will be sitting, the room should be fitted out in such a way that the Customs officers are protected against sun and bad weather, and it is equipped with lighting and furniture (2 desks, 2 chairs, air conditioning, etc.) |  |  |  |
|  | User licenses | No user license should be required for Customs to use the weighbridge system as well as all the other components of this call for tenders (Applications, servers, etc.) |  |  |  |
|  | Installation, configuration and integration | Mandatory visit to installation sites for best civil engineering approvals to be integrated.Provision of the backfill plan for the locationProvision of weighbridge installation plansProvision of formwork plans for the deck support blocks |  |  |  |
|  | Training | Separate training sessions depending on the profile of the Customs officer should be provided outside the premises of the General Directorate of Customs and Indirect Taxation as follows:Training of 10 Customs Technicians: the training should cover the maintenance, control and servicing of the weighbridge as well as interventions relating to the replacement of sensors, movement of the weighbridge, etc.Training of 10 Customs officers (Users): The training should enable Customs officers to use and operate the weighbridge system with perfect mastery.The applicant should provide each person who participated in the training with a training certificate stating the level of mastery of the system (Evaluation to be carried out at the end of the training). |  |  |  |
|  | Related | Supply, installation and protection of all the cabling necessary to activate all the equipment covered by these specifications;Provision of all technical documents in French;Spare parts :10 Analog sensors04 junction boxes04 weight repeaters04 weighing terminals01 Intercom;04 cameras (same model supplied);02 ramps; Wheel guide rails (quantity sufficient to replace all those installed);02 Automatic boom barriers;02 Traffic lights (two-coloured, green/red);10 rails of the same model and compatible with the proposed automatic boom barrier |  |  |  |
|  | Guarantee | The supplier should submit a one-year warranty from the date of final receipt which covers parts and labour for the weighbridge as well as all components of this lot. |  |  |  |
|  | Maintenance contract | Maintenance contract which covers parts and labour to be used to repair the weighbridge for one year from the end date of the warranty period |  |  |  |

|  | 1 | 2 | 3 | 4 | 5 |
| --- | --- | --- | --- | --- | --- |
| Article | Characteristic | Minimum item specifications required | Specifications proposed by the bidder | Notes, remarks, ref to documentation | Evaluation committee's notes |
|  | Supply of IT equipment required for the operation of the weighbridge which is the object of the call for tenders as well as a second weighbridge already installed | The following items should be provided to record weighing data via the application communicating with the weighbridge system and which will allow interfacing with the ASYCUDA World Customs system;Rack server for weighbridge system application and database:A server with the following capabilities:Processor: IntelStorage: 3 TB in RAID1 (hot-swappable disks);2 hot spare disks installed;Dual power supply;RAM: 64GB;Network: 2 RJ45 ports;KVM Switch with Adapter to connect the screen;Screen: 17-inch rack to connect to the server via a KVM adapter.Workstations: Five desktop computers to be provided for use of the weighbridge application by Customs officers with the following specifications:Intel I7 processorMemory: 8GB;Storage: A 500GB SSD drive and a 1TB HDD drive;Ports: 1x VGA, 1x HDMI, 1x RJ45, 4x USB 3;Wi-FiTwo multi-function printers (Scanner, photocopy and printing):Type: Color and LaserPorts: USB and RJ45Format A4Speed: 25 pages per minuteTouch and color screenFour Printers:Type: Black and white LaserPorts: USB and RJ45Format A4Speed: 35 pages per minuteOrder screenSwitch: Gigabit, 24 Ports with PoE to power the cameras;Router: Two Mikrotik brand routers to integrate it into the Customs network based on routers of this brand equipped with an SFP port and built-in cooling fans;Network installation: Installation of network and electrical cables in trunking as well as patch panels, RJ45 and electrical sockets should be carried out to ensure communication between the server, workstations, cameras and the weighbridge system. UPS: Seven Online type UPS of 1000 VA each should be provided to power 2 computers, 1 server, 1 24-port PoE switch, cameras, intercom and weighing display device as well as the repeater;Cabinet: 24U to house the server, the KVM switch, the camera management equipment if it is supplied separately and is not installed on the server, the PoE switch, the router, the patch panel, etc. .) |  |  |  |
|  | Related | Supply of the following spare parts:5 hard drives identical to the drives installed in the server |  |  |  |
|  | Guarantee | The supplier should submit a one-year warranty that covers parts and labour for the weighbridge as well as all components of this lot |  |  |  |

**Lot 2:** Supply, Delivery and Installation of Hardware ICT Equipment.

1. **Two (02) Storage Array**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **1** | **2** | **3** | **4** | **5** |
| **Item** | **Feature** | **Minimal Specifications of the item required** | **Specifications offered by the tenderer** | **Notes, remarks, ref to documentation** | **Evaluation committee’s notes** |
| Storage Array | Form Factor | Rack 19’’ |  |  |  |
| Internal Architecture | 64Bits |  |  |  |
| Processor | To specify |  |  |  |
| Memory | 256 Gb Per Controller |  |  |  |
| Internal Storage | * Number of disks: Minimum 50 Units (30 SSD and 20 HDD)
* Maximum supported number of units in proposed configuration : 58 Units;
* Rotations per Minuts ( HDD) : 15 000 rpm
* Total size before formatting : 55 To
* Fibre channel : Yes
* Hotswap : Yes
 |  |  |  |
| Controller | 2 Controllers |  |  |  |
| Ports | * 2 FC Ports per controller
* 4 X SFP+ (16Gb) transceivers;
* 4 X ST-ST, Multimode OM2, Duplex, 50/125, length 3Meters.
 |  |  |  |
| Number of host ports per array | 30 |  |  |  |
| FC host connectivity | 16Gb |  |  |  |
| RAID Support | Support for RAID 0, 1, 5, 6, 10, 60 |  |  |  |
| Network Interface | Management Interface |  |  |  |
| Power Supply | Two hot-swappable power supply |  |  |  |
| Rated line voltage: 100 to 240 VAC |  |  |  |
| Rated input current |  |  |  |
| Redundant components | should have Hot Swappable Fans, Power Supplies, HDD |  |  |  |
| System Management | Web Interface management support for Storage Array |  |  |  |
| Language Support | All system documentation, System Management menus should be in English or French |  |  |  |
| Operating Systems | To Specify |  |  |  |
| Warranty | 3 Year Customer replaceable unit and onsite service. |  |  |  |
| Security and Availability | Hot Swap redundant drives, fans, Power Supply Units, Diagnostic LEDs |  |  |  |
| Other Interfaces | iSCSI |  |  |  |
| Additional | * Rack Rails
* Internal DVD+/-RW, SATA
* USB high speed ports
* All necessary electrical cables, network cables and accessories to install storage array on rack, to start and to map on hosts through FC Switch are to be provided by supplier
* Delivery and installation of equipment and software to be done on the Customs Office Data Center by the supplier.
 |  |  |  |

1. **Two (02) Fibre Channel Switches**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **1** | **2** | **3** | **4** | **5** |
| **Item** | **Feature** | **Minimal Specifications of the item required** | **Specifications offered by the tenderer** | **Notes, remarks, ref to documentation** | **Evaluation committee’s notes** |
| Fibre channel switchs | Form Factor | Rack mount |  |  |  |
| Internal Architecture | 64Bits |  |  |  |
| Aggregate bandwidth | 380 Gb/s |  |  |  |
| Number of ports | 24 (Actifs) |  |  |  |
| Transceivers | 24 SFP+ optical transceivers (16G/s) same mark of Switch to use with the switch. |  |  |  |
| Port speed | 16 Gb |  |  |  |
| Management | * 10/100 Mb/s Ethernet (RJ-45), in-band over Fibre Channel
* Serial port (RJ-45)
* One USB port
 |  |  |  |
| Zoning | Yes (UP to 8 Zones) |  |  |  |
| Power Supply | Two hot-swappable power supplies Rated line voltage: 100 to 240 VAC |  |  |  |
| Redundant components | redundant Hot Swappable Power Supply |  |  |  |
| System Management | * Centralized configuration and management support for Server power management.
* Graphical management interface mandatory.
 |  |  |  |
| Interconnexion of two switchs (High availability) | Mandatory |  |  |  |
| Language Support | All system documentation, System Management menus should be in English or French |  |  |  |
| Warranty | 1 Year Customer replaceable unit and onsite service. |  |  |  |
|  | Additional | * All necessary electrical cables, network cables and accessories to install servers on rack and to start are to be provided by supplier
* Delivery and installation of equipments and softwares to be done on the Customs Office DataCenter by the supplier
 |  |  |  |

#

1. **Two (02) Racks for servers**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **1** | **2** | **3** | **4** | **5** |
| **Item** | **Feature** | **Minimal Specifications of the item required** | **Specifications offered by the tenderer** | **Notes, remarks, ref to documentation** | **Evaluation committee’s notes** |
| Racks | Form Factor | Rack with rails |  |  |  |
| Size | 19’’, 42Units |  |  |  |
| Color | Black |  |  |  |
| Depth | >= 65cm |  |  |  |
| Side panels | Mandatory |  |  |  |
| Front door | Glass with key lock |  |  |  |
| Back door | Key lock |  |  |  |
| Fans | 3 |  |  |  |
| wheels | Mandatory |  |  |  |
| Power | * 4 Vertical electrical panels with 6 sockets (2P+E, 250V, 16 A) fixed and adapted to the 19-inch cabinet.
* 2 Modular electrical distribution units 32A / 220
 |  |  |  |
| KVM Switch | KVM Switch 24 Ports |  |  |  |
| KVM Adapters | 24 KVM Adapaters and 24 Network cables to connect to Switch (To be used to connected servers to console). |  |  |  |
| KVM Monitor | TFT flat with sliding drawers 17’’ / 1U |  |  |  |
| Warranty | 1 Year Customer replaceable unit and onsite service. |  |  |  |
|  | Additional | * All necessary electrical cables, network cables and accessories to install servers on rack, use with KVM devices and to start are to be provided by supplier
* Delivery and installation of equipment and software to be done on the Customs Office DataCenter by the supplier
 |  |  |  |

1. **Two (02) Servers for Virtualization with VMWARE Software**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **1** | **2** | **3** | **4** | **5** |
| **Item** | **Feature** | **Minimal Specifications of the item required** | **Specifications offered by the tenderer** | **Notes, remarks, ref to documentation** | **Evaluation committee’s notes** |
| Servers (With VMWARE) | Form Factor | Rack mount Server |  |  |  |
| Internal Architecture | 64Bits |  |  |  |
| Processor | * 6 CPU modules, each with one Intel® processor
* Cores (One processor): 20
* Theads (One processor): UP to 40
* Cache Memory (Level 3) : 25 Mb
* Supported memory 2 TB
 |  |  |  |
| Memory | 40 DIMM Slots –2 TB of DDR4 ECC DIMM memory |  |  |  |
| Internal Storage | * Five (05) 2.5-inch SAS-3 rear-accessible, hot-swappable drive bays.
* Size each disk 1Tb.
* Supporting RAID levels 0, 1, 5, 6, 10, 50.
 |  |  |  |
| External Storage support | * 4 ports Fibre Channel HBAs
* 4 X SFP+ (16Gb) transceivers;
* 4 X ST-ST, Multimode OM2, Duplex, 50/125, length 3Meters.
 |  |  |  |
| RAID Support | Support for RAID 0, 1, 5, 6, 10 |  |  |  |
| Network Interface | * Eight 10 GbE onboard Ethernet copper ports. Eight 1 GbE onboard Ethernet ports;
* Eight Ethernet RJ45 ports with speed 1 Gb.
 |  |  |  |
| Power Supply | * Two hot-swappable power supplies
* Rated line voltage: 100 to 240 VAC
* Rated input current
 |  |  |  |
| Redundant components | Servers should have Hot Swappable Fans, Power Supplies, HDD |  |  |  |
| System Management | Centralized Server configuration and management support for Server power management |  |  |  |
| Language Support | All system documentation, System Management menus and Virtualization Software should be in English or French |  |  |  |
| Virtualization Software | VMware vSphere (ESXi and vCenter) |  |  |  |
| Virtualization Software License | 3 Years (support and use) |  |  |  |
| Training | * Training course for 5 customs officers on the installation, administration and management of VMWare Software;
* Location : Outside Customs office and supported by the supplier;
* Training support : Detailed French Documentation.
 |  |  |  |
| Operating Systems | RedHat Enterprise |  |  |  |
| Cluster Software | Cluster software with support license that manage availability of specific services and resources (to be created by system Administrator) through predifined scriptes |  |  |  |
| Operating System License and cluster software | 3 Years of support license |  |  |  |
| Warranty | 3 Year Customer replaceable unit and onsite service. |  |  |  |
| Security and Availability | Hot Swap redundant drives, fans, Power Supply Units, Diagnostic LEDs |  |  |  |
| Other Interfaces | Four USB 3.0ports (two external, two internal) |  |  |  |
| Expansion Slots | Four PCIe Gen 3 slots (two 16-lane; two 8-lane) |  |  |  |
| Additional | * Rack Rails
* Internal DVD+/-RW, SATA
* USB high speed ports
* All necessary electrical cables, network cables and accessories to install servers on rack and to start are to be provided by supplier
* Delivery and installation of equipments and softwares to be done on the Customs Office DataCenter by the supplier.
 |  |  |  |

1. **Two (02) Database Servers**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **1** | **2** | **3** | **4** | **5** |
| **Item** | **Feature** | **Minimal Specifications of the item required** | **Specifications offered by the tenderer** | **Notes, remarks, ref to documentation** | **Evaluation committee’s notes** |
| Servers (Database) | Form Factor | Rack mount Server |  |  |  |
| Internal Architecture | 64Bits |  |  |  |
| Processor | * 4 CPU modules, each with one Intel® processor
* Cores (One processor): 20
* Theads (One processor): UP to 40
* Cache Memory (Level 3) : 25 Mb
* Supported Memory : 2 TB
 |  |  |  |
| Memory | 40 DIMM Slots –2 TB of DDR4 ECC DIMM memory |  |  |  |
| Internal Storage | * Five (05) 2.5-inch SAS-3 rear-accessible, hot-swappable drive bays.
* Size each disk 1Tb.
* Supporting RAID levels 0, 1, 5, 6, 10, 50.
 |  |  |  |
| External Storage support | * 4 ports Fibre Channel HBAs
* 4 X SFP+ (16Gb) transceivers;
* 4 X ST-ST, Multimode OM2, Duplex, 50/125, length 3Meters.
 |  |  |  |
| RAID Support | Support for RAID 0, 1, 5, 6, 10 |  |  |  |
| Network Interface | * Eight 10 GbE onboard Ethernet copper ports. Eight 1 GbE onboard Ethernet ports;
* Eight Ethernet RJ45 ports with speed 1 Gb.
 |  |  |  |
| Power Supply | * Two hot-swappable power supplies
* Rated line voltage: 100 to 240 VAC
* Rated input current
 |  |  |  |
| Redundant components | Servers should have Hot Swappable Fans, Power Supplies, HDD |  |  |  |
| System Management | Centralized Server configuration and management support for Server power management |  |  |  |
| Language Support | All system documentation, System Management menus and Virtualization Software should be in English or French |  |  |  |
| Training | * Training course for 5 customs officers on the installation, administration and management of the server with RedHat Linux;
* Location : Outside Customs office and supported by the supplier;
* Training support : Detailed French Documentation.
 |  |  |  |
| Operating Systems | RedHat Enterprise |  |  |  |
| Cluster software | Cluster software with support license that manage availability of specific services and resources (to be created by system Administrator) through predifined scriptes |  |  |  |
| Operating System License and cluster software | 3 Years of support license |  |  |  |
| Warranty | 3 Year Customer replaceable unit and onsite service. |  |  |  |
| Security and Availability | Hot Swap redundant drives, fans, Power Supply Units, Diagnostic LEDs |  |  |  |
| Other Interfaces | Four USB 3.0ports (two external, two internal) |  |  |  |
| Expansion Slots | Four PCIe Gen 3 slots (two 16-lane; two 8-lane) |  |  |  |
| Additional | * Rack Rails
* Internal DVD+/-RW, SATA
* USB high speed ports
* All necessary electrical cables, network cables and accessories to install servers on rack and to start are to be provided by supplier
* Delivery and installation of equipments and softwares to be done on the Customs Office DataCenter by the supplier.
 |  |  |  |
|  |  |  |  |  |

1. **Desktop Computers (40)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **1** | **2** | **3** | **4** | **5** |
| **Item** | **Feature** | **Minimal Specifications of the item required** | **Specifications offered by the tenderer** | **Notes, remarks, ref to documentation** | **Evaluation committee’s notes** |
| Desktope Computers | Technology, Frequency | Intel (I5), 2.00 Ghz |  |  |  |
| Memory | DDR4, 8 Go / 2400 MHz |  |  |  |
| **I/O Bus**TypeNumber of free slots after installation of the different modules requested | * PCI, 1
 |  |  |  |
| **Hard Disk**Number of units Proposed capacity per diskTypeMedia PlayerVideo card | 2 (1 installed and 1 reserved)256GoSSDDVD-ROM RWon PCI bus |  |  |  |
| **Ethernet Network Adapters (Gigabit LAN)**Type of slotsThroughput/port | PCI (External Card)* 1 Gb/s
 |  |  |  |
| Front Port | 1 X USB 3.21 X USB 3.2 Gen 1 Type-C® port* 1 X USB 2.0 port
 |  |  |  |
| Back Port | 2 X USB 3.2 Gen 1 ports1 X Audio line-out port1 X HDMI port2 X USB 2.0 ports |  |  |  |
| Monitor Screen | * 19’’
 |  |  |  |
| Keyboard | * **AZERTY** and same brand as the computer
 |  |  |  |
| Mouse | Optics and same brand as the computer |  |  |  |
| Operating SystemIdentificationLicense | Windows 10 or 11 Prounlimited |  |  |  |
| Guarantee | 3 years from the date of receipt of the equipment by Customs |  |  |  |
| Documentation, manuals etc. | All documentation must be provided in French or English in hard copy and on CD. |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**LOT 3:** Supply, Delivery and Installation of Software.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **1** | **2** | **3** | **4** | **5** |
| **Item** | **Feature** | **Minimal Specifications of the item required** | **Specifications offered by the tenderer** | **Notes, remarks, ref to documentation** | **Evaluation committee’s notes** |
| Desktop management Software | Management | Automation of regular activities like : * Patch installation, software;
* Operating system deployment;
* User profile management;
* Configuration management;
* Remote detection of Desktops on network.
 |  |  |  |
| Hardware and software | Asset inventory and management of software licenses and monitoring its usage statistics |  |  |  |
| Troubleshooting | Helps in troubleshooting remote desktops with multi-user collaboration, file transfer, etc. |  |  |  |
| Mobile Platform | Management of all Mobile devices to deploy policies, configure devices for Wi-Fi and [VPN](https://geekflare.com/self-hosted-vpn-for-smb/) |  |  |  |
| Alerts | Setting up of alerts to inform about ressources status, failure, etc |  |  |  |
| Supported OS on clients | RedHat, Suse, Windows, etc.. |  |  |  |
| Remote control |  4 ports Fibre Channel HBAs  |  |  |  |
| Application Management | Full control and management of applications and programs. Access to the application can be maintained in accordance with company policies and regulations. Issues like unauthorized access and data breaches can be avoided |  |  |  |
| Reporting and Auditing | Allow to generate various reports and graphical presentation related to all desktops and their status |  |  |  |
| Ticket management | Allow to create tickets to manage events of desktops failures, software bugs, etc .. |  |  |  |
| Software support and use License | 5 Years for 400 WorkStation. |  |  |  |
| Training | * Training course for 5 customs officers on the installation, administration and management of the Desktop management Software;
* Location : Outside Customs office;
* Training support : Detailed French Documentation.
 |  |  |  |
| Documentation | All documentation should be in English or French |  |  |  |
|  | Additional | Delivery and installation of equipment and softwares to be done on the Customs Office DataCenter by the supplier |  |  |  |

**One (01) Infrastructure and Servers / network monitoring Software**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item** | **Feature** | **Minimal Specifications of the item required** | **Specifications offered by the tenderer** | **Notes, remarks, ref to documentation** | **Evaluation committee’s notes** |
| Infrastructure and Servers / network monitoring Software | Functionality | * Real-time monitor system and network devices (servers, storage array, switchs, routers, etc ..);
* Detects all types of network or server issues;
* Helps find the root cause of the system or network issues;
* Active monitoring of entire infrastructure and Applications;
* Monitor and troubleshoot server performance issues
 |  |  |  |
| Notifications and alerts | Allow to send notifications and alerts through : * Mail;
* Messages (SMS);

To inform Customs IT team to prevent issues related to production devices or services  |  |  |  |
| Interface | Graphical web interface that allow :* Monitor devices and services in network;
* Administer the monitoring software;
* Define events and alerts parameters;
* Register mails and phone numbers to send notifications
 |  |  |  |
| Maps | Allow to create a MAP of different Customs Offices in Djibouti and monitor the communication lines status and installed workstation and printers  |  |  |  |
| Monitoring Agent | Allow to monitor devices (servers, switchs, storage array, etc) and application without installing a agents or client software on target devices. |  |  |  |
| Log management | Allow to Centralize Log Management of all monitored devices |  |  |  |
| Supported devices and application | Allow to monitor :* Servers,
* Routers,
* Switchs,
* Sstorage array,
* WorkStations;
* UPS,
* Temperature sensors installed in DataCenter
* Humidity sensors installed in DataCenter;
* Java and web applications,
* etc ..
 |  |  |  |
| Mobile application | Allow to use mobile application to check and monitor status of some devices |  |  |  |
| Application Management | Full control and management of applications and programs. Access to the application can be maintained in accordance with company policies and regulations. Issues like unauthorized access and data breaches can be avoided. |  |  |  |
| Reporting and Auditing | Allow to generate various reports and graphical presentation related to all desktops and their status |  |  |  |
| Software support and use License | 5 Years for 500 devices and application (if it’s not a OpenSource software) |  |  |  |
| Training | * Training course for 5 customs officers on the installation, administration and management of the monitoring Software;
* Location : Outside Customs office;
* Training support : Detailed French Documentation.
 |  |  |  |
| Documentation | All Software Management Software should be in English or French |  |  |  |
|  |  | Delivery and installation of equipment and softwares to be done on the Customs Office DataCenter by the supplier |  |  |  |

***ANNEX IV* : Budget breakdown (Model Financial offer)**

Page No 1 **[o**f…**]**

**PUBLICATION REFERENCE: MCT/COMESA-EDF-11/TFP/002/2024ab** **NAME OF TENDERER:** **<**name**>**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **A** |  | **C** | **D** | **E** |
| **Item number** | **Quantity** | **specifications offered (incl brand/model)** | **Unit costs with delivery DDPUSDUSD** | **total****USDUSD** |
| **1** |  |  |  |  |
| **2** |  |  |  |  |
| **3** |  |   |  |  |
| **4** |  |  |  |  |
|  |  |   | Total |  |
|  |  |  |  |  |

**ANNEX V: MODEL PERFORMANCE GUARANTEE[[12]](#footnote-13)**

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

For the attention of

**The Secretary General**

**COMESA Secretariat**

**P O Box 30051Lusaka, Zambia**refered to below as the ‘contracting authority’

Subject: Guarantee No <insert number>

Performance guarantee for the full and proper execution of contract <contract number and title> (please quote number and title in all correspondence)

We the undersigned, <name and address of financial institution>, hereby irrevocably declare that we guarantee as primary obligor, and not merely as a surety on behalf of <contractor's name and address>, hereinafter referred to as ‘the contractor’, payment to the contracting authority of <amount of the performance guarantee>, representing the performance guarantee mentioned in Article 11 of the special conditions of the contract <contract number and title> concluded between the contractor and the contracting authority, hereinafter referred to as ‘the contract’.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) stating that the contractor has failed to perform its contractual obligations fully and properly. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall not under any circumstances benefit from the defences of the security. We shall inform you in writing as soon as payment has been made.

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

We note that the guarantee will be released within 60 days of the issue of the final acceptance certificate (except for such part as may be specified in the special conditions in respect of after sales service). and in any case at the latest on (at the expiry of 18 months after the period of implementation of the tasks)[[13]](#footnote-14).

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

The law applicable to this guarantee shall be that of <the country in which the financial institution issuing the guarantee is established>]. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of: <the country in which the financial institution issuing the guarantee is established>].

This guarantee shall enter into force and take effect upon its signature.

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

|  |  |
| --- | --- |
| Signature[[14]](#footnote-15): [*signature*]Name:[*function at the financial institution/bank*] | Signature[[15]](#footnote-16): [*signature*]Name:[*function at the financial institution/bank*] |

**ANNEX V:PRE-FINANCING GUARANTEE FORM[[16]](#footnote-17)**

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

For the attention of

**The Secretary General**

*COMESA Secretariat*

*PO Box 30051,*

*Lusaka, Zambia*

referred to below as the ‘contracting authority’

Subject: Guarantee No <insert number>

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

We, the undersigned, <name, and address of financial institution>, hereby irrevocably declare that we guarantee as primary obligor, and not merely as surety on behalf of <contractor's name and address>, hereinafter referred to as ‘the contractor’, the payment to the contracting authority of <indicate the amount of the pre-financing>, corresponding to the pre-financing as mentioned in Article 26.1 of the special conditions of the contract <contract number and title>concluded between the contractor and the contracting authority, hereinafter referred to as ‘the contract’.

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

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

We note that the guarantee will be released 30 days at the latest after the provisional acceptance of the goods [and in any case at the latest on (at the expiry of 18 months after the period of implementation of the tasks)][[17]](#footnote-18).

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

The law applicable to this guarantee shall be that of <the country in which the financial institution issuing the guarantee is established>]. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of <the country in which the financial institution issuing the guarantee is established>].

The guarantee will enter into force and take effect on payment of the pre-financing to the contractor.

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

|  |  |
| --- | --- |
| Signature[[18]](#footnote-19): [*signature*]Name:[*function at the financial institution/bank*] | Signature[[19]](#footnote-20): [*signature*]Name:[*function at the financial institution/bank*] |

# ADMINISTRATIVE COMPLIANCE GRID

LOT 1

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract title :** |  Supply, Delivery and Installation of Weigh bridge at PK51 Djibouti. | **Publication reference :** | **MCT/COMESA-EDF-11/TFP/002/2024ab** |

| Tender envelope number  | Name of tenderer | Is tenderer (consortium) nationality[[20]](#footnote-21) 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** |  |
|  |  |

**LOT 2.**

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract title :** | Supply, Delivery and Installation of ICT Equipment  | **Publication reference :** | **MCT/COMESA-EDF-11/TFP/002/2024** |

| Tender envelope number  | Name of tenderer | Is tenderer (consortium) nationality[[21]](#footnote-22) eligible?(Y/N) | Is documentation complete?(Y/N) | Is language as required? (Y/N) | Is tender submission form complete?(Y/N) | Is tenderer's declaration signed (by all consortium members if a consortium)? (Yes/No/ Not Applicable) | Other administrative requirements of the tender dossier?(Yes/No/Not applicable) | Overall decision?(Accept / Reject) |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1 |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |  |
| 6 |  |  |  |  |  |  |  |  |

|  |  |
| --- | --- |
| **Chairperson's name** |  |
| **Chairperson's signature** |  |
| **Date** |  |
|  |  |

**EVALUATION GRID**

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract title :** | SUPPLY, DELIVERY AND INSTALLATION OF IT EQUIPMENT FOR DJIBOUTI CUSTOMS | **Publication reference :** |  |

| 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 [[22]](#footnote-23)technical specifications? (OK/a/b/…) | Ancillary services as required? (OK/a/b/…/NA) | Subcontracting statement in accordance with art. 6 of the general conditions?(Y/N) | Other technical requirements in tender dossier?(Yes/No/Not applicable) | Technically compliant? Y/N) | Justification/notes: |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1 |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |  |  |  |

|  |  |
| --- | --- |
| **Evaluator's name & signature** |  |
| **Evaluator's name & signature** |  |
| **Evaluator's name & signature** |  |
| **Date** |  |

1. **TENDER FORM FOR A SUPPLY CONTRACT**

**Publication reference: MCT/COMESA-EDF-11/TFP/002/2024ab**

**Title of contract:**

**Date:…………………………**

**A: The Secretary General**

**COMESA Secretariat**

**PO Box 30051**

**Lusaka, Zambia**

**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 the performance of the contract by producing a commitment on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator, as well as the relevant selection criteria. With regard to technical and professional criteria, an economic operator may only rely on the capacities of other entities where the latter will supply the supplies or perform the works or services for which these capacities are required. With regard to economic and financial criteria, the entities upon whose capacity the tenderer relies, become jointly and severally liable for the performance of the contract.

**1 SUBMITTED BY**

|  |  |  |
| --- | --- | --- |
|  | **Name(s) of tenderer(s)** | **Nationality[[23]](#footnote-24)** |
| **Leader[[24]](#footnote-25)** |  |  |
| **Member**  |  |  |
| **Etc …**  |  |  |

**2 CONTACT PERSON (for this tender)**

|  |  |
| --- | --- |
| **Name** |  |
| **Address** |  |
| **Telephone** |  |
| **Fax** |  |
| **E-mail** |  |

**3 ECONOMIC AND FINANCIAL CAPACITY[[25]](#footnote-26)**

Please complete the following table of financial data[[26]](#footnote-27) 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 additional information about the contract notice document | **2 years before last year[[27]](#footnote-28)****<**specify**>****€** | **Year before last year<**specify**>****€** | **Last year<**specify**>****€** | **Average[[28]](#footnote-29)** **€** | **[Past year****€ ]\*\*** | **[Current year****€]\*\*** |
| Annual turnover[[29]](#footnote-30), excluding this contract |  |  |  |  |  |  |
| Current assets[[30]](#footnote-31)  |  |  |  |  |  |  |
| Current liabilities[[31]](#footnote-32)  |  |  |  |  |  |  |
| [Current ratio (current assets/current liabilities) |  |  |  |  |  |  |

**4 STAFF RESOURCES**

Please provide the following personnel statistics for the current year and the two previous years[[32]](#footnote-33).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Annual manpower** | **Year before past year** | **Past year** | **Current year** | **Period average** |
|  | **Overall** | **Relevant fields[[33]](#footnote-34)** | **Overall** | **Relevant fields 11** | **Overall** | **Relevant fields11** | **Overall** | **Relevant fields11** |
| Permanent staff [[34]](#footnote-35) |  |  |  |  |  |  |  |
| Other staff [[35]](#footnote-36) |  |  |  |  |  |  |  |
| Total |  |  |  |  |  |  |  |
| Permanent staff as a proportion of total staff (%) | % | % | % | % | % | % | % % |
|  |  |  |  |  |  |  |  |

**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 …[[36]](#footnote-37) |  |  |  |  |

**6 EXPERIENCE**

Please complete a table using the format below to summarise the **major** **relevant supplies** carried out over the past 3 years[[37]](#footnote-38) 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)[[38]](#footnote-39)** | **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** |
| … | … |
|  |  |

**7 TENDERER’S DECLARATION(S)**

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

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

we, the undersigned, hereby declare that:

**1** We have examined and accept in full the content of the dossier for invitation to tender No <……………………………….> of <date>. We hereby accept its provisions in their entirety, without reservation or restriction.

**2** We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction:

Lot 1: **<**description of supplies with indication of quantities and origin**>**

Lot 2: **<**description of supplies with indication of quantities and origin**>**

Etc.

**3** The price of our tender **excluding** spare parts and consumables, if applicable (excluding the discounts described under point 4) is:

Lot 1: <insert price>

Lot 2: <insert price and currency>

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 additional information about the contract notice. 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 24 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.

We confirm that we, including all consortium members, if any, and subcontractors are not in the lists of EU restrictive measures ([www.sanctionsmap.eu](http://www.sanctionsmap.eu)) and we understand that our tender may be rejected, if proved the contrary.

**11** We will inform the contracting authority immediately if there is any change in the above circumstances at any stage during the implementation of the tasks. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the EU/EDF.

**12** We note that the contracting authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

**13** We fully recognise and accept that if the above-mentioned persons participate in spite of being in any of the situations listed in Section 2.6.10.1.1. of the practical guide or if the declarations or information provided prove to be false, they may be subject to rejection from this procedure and to administrative sanctions in the form of exclusion and financial penalties up to 10 % of the total estimated value of the contract being awarded and that this information may be published on the Commission website in accordance with the Financial Regulation in force.

**14** We are aware that, for the purposes of safeguarding the EU's financial interests, our personal data may be transferred to internal audit services, to the early detection and exclusion system, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

[\* Delete as applicable]

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

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Financial data**Data requested in this table must be consistent with the selection criteria set in the additional information about the contract notice document | **2 years before last5****<**specify**>****EUR** | **Year before last year****<**specify**>****EUR** | **Last year****<**specify**>****EUR** | **Average6** **EUR** | **Past year****EUR]** | **[Current year****EUR]** |
| Annual turnover 7, excluding this contract |  |  |  |  |  |  |
| Current assets8  |  |  |  |  |  |  |
| Current liabilities9  |  |  |  |  |  |  |
| [Current ratio (current assets/current liabilities) |  |  |  |  |  |  |

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Annual manpower** | **Year before past year** | **Past year** | **Current year** | **Period average** |
|  | **Overall** | **Relevant fields**11 | **Overall** | **Relevant fields11** | **Overall** | **Relevant fields** 11 | **Overall** | **Relevant fields** 11 |
| Permanent staff 12 |  |  |  |  |  |  |  |  |
| Other staff 13 |  |  |  |  |  |  |  |  |
| Total |  |  |  |  |  |  |  |  |
| Permanent staff as a proportion of total staff (%) | % | % | % | % | % | % | % | % |

Yours faithfully

Name and first name: <…………………………………………………………………>

Duly authorised to sign this tender on behalf of:

**<**……………………………………………………………………………………**>**

Place and date: <…………………………………………………………….………….>

Stamp of the firm/company:

This tender includes the following annexes:

<Numbered list of annexes with titles>

**ANNEX 1 – DECLARATION OF HONOUR ON EXCLUSION AND SELECTION CRITERIA**

Insert Form A.14

***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:
3. 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;
4. 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;
5. 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;
6. 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;
7. 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;
8. 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
9. 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.
10. 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.

**Tender guarantee form (not required)**

Specimen tender guarantee

To be completed on paper bearing the letterhead of the financial institutionFor the attention of

 **The Secretary General**

**Ministry of Trade and Tourism**

**Cité Ministérielle**

**Djibouti**

 referred to below as the ‘contracting authority’

<Date>

**Title of contract: Supply, Delivery and Installation of IT Equipment for Djibouti Customs**

**Identification number:**

We, the undersigned, <name and address of financial institution>, hereby irrevocably declare that we will guarantee as primary obligor, and not merely as a surety on behalf of <tenderer's name and address> the payment to the contracting authority of <amount of the tender guarantee>, this amount representing the guarantee referred to in article 11 of the contract notice.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) if the tenderer does not fulfil all obligations stated in its tender. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall not under any circumstances benefit from the defences of the security. We shall inform you in writing as soon as payment has been made.

We note that the guarantee will be released at the latest within 45 days of the expiry of the tender validity period, including any extensions, in accordance with Article 8 of the Instructions to tenderers [and in any case at the latest on (1 year after the deadline for submission of tenders)][[39]](#footnote-40).

The law applicable to this guarantee shall be that <the country in which the financial institution issuing the guarantee is established>]. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of [<the country in which the financial institution issuing the guarantee is established>].

The guarantee will enter into force and take effect from the submission deadline of the tender.

Name: …………………………… Position: …………………

Signature: ……………..

Date:

**PROVISIONAL / FINAL ACCEPTANCE CERTIFICATE**

**(delete not applicable)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract title :** | Supply, Delivery and Installation of IT Equipment for Djibouti Customs | **Publication reference :** | **MOTT/PROC/EDF11/001/2023TFP** |

Contractor: **…………………………** Beneficiary: **………………………………**

 …………………….. ……………………

 …………………….. …………………….

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Item**  | **Qty** | **Description** | **Delivery** | **[Installation]** | **[Spare Parts]** | **[Consumables]** | **[(Manuals]** | **[Training]** | **Remarks** |
| 1234 | **<**…**>****<**…**>****<**…**>****<**…**>** | **<**……………………**>****<**……………………**>****<**……………………**>****<**……………………**>** |  |  |  |  |  |  |  |

Provisional: All of the above mentioned items have been delivered, installed, tested and found compliant with the technical specifications of the supply contract. The contractor has also demonstrated that the obligations in the Communication and Visibility Manual have been complied with (Article 7.8 in the general conditions).

Final: The contractor has remedied any defect or damage occurred during the warranty period, as specified in the contract.

**(delete not applicable)**

 Date of acceptance:………………….

The contractor The beneficiary

Name Name

Signature………………………….. Signature………………………….

The project manager (contracting authority)

Name

Signature…………………………..

**External action financial instruments and
European Development Fund**

**Rules on participation in procurement procedures and grants**

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**Part I: 2014-2020 instruments for external action 2**

1) DCI, ENI, PI, Greenland and INSC 2

2) IcSP and EIDHR 3

3) IPA II 3

**Part II: Rules on nationality and origin for public procurement, grants and other award procedures financed under the ACP-EC Partnership Agreement, laid down in Annex IV to the latter Agreement as revised by Decision No 1/2014 of the ACP-EU Council of Ministers of 20 June 2014 (2014/428/EU) 4**

**Part III: rules on nationality and origin for public procurement, grants and other award procedures for instruments for external action financed under the Overseas Association Decision 5**

**Appendices 6**

**Part I: 2014-2020 instruments for external action**

**1) Eligible countries for** **DCI, ENI** **, PI, Greenland and INSC** ~~(CIR -~~ Article 9)

Participation in the award of procurement contracts, grants and other award procedures for actions financed under **DCI, ENI*****,* PI, Greenland** ~~and INSC for~~ the benefit of third parties shall be open to all natural persons who are nationals of, and legal persons that are effectively established in, one of the following eligible countries/territories/beneficiaries:

1. *EU Member States* ([appendix 1](#EU_MEMBER_STATES))
2. ***IPA*** ***II beneficiaries (listed in the Annex I of IPA II Instrument (***[appendix 2](#IPA_II_BENEFICIARIES)***)***
3. *European Economic Area* ([appendix 3](#EEA))
4. Developing countries and territories, (included in the OECD-DAC list of ODA recipients[[40]](#footnote-41)), which are not members of the G20 group[[41]](#footnote-42):
5. *Least Developed Countries* (LDCs) ([appendix 4](#LEAST_DEVELOPED_COUNTRIES))
6. *Other Low Income Countries* ([appendix 5](#OTHER_LOW_INCOME_COUNTRIES))
7. *Lower Middle Income Countries and Territories* ([appendix 6](#LOWER_MIDDLE_INCOME_COUNTRIES))
8. *Upper Middle Income Countries and Territories* ([appendix 7](#UPPER_MIDDLE_INCOME_COUNTRIES))
9. *Overseas Countries and Territories* (OCTs) covered by Council Decision 2013/755/EU of 25 November 2013 on the association of the overseas countries and territories with the European Union ([appendix 8](#OCTs))
10. *Member States of the OECD* ([appendix 9](#OECD_MEMBER_STATES)) ***are also eligible when contracts are exclusively implemented in a*** Least Developed Country[[42]](#footnote-43) or in a Highly ***Indebted Poor Country (HIPC)***[[43]](#footnote-44)***.***
11. (i) *Developing countries, as included in the list of ODA recipients, which are members of the G20 group* ([appendix 10](#G20_MEMBER_DEVELOPING_COUNTRIES));

(ii) *any other countries and territories* (ie. all countries of the world).

The entities of these countries can only participate in procedures, where the country itself is a beneficary of the action. This can happen in particular, in thematic programmes, programmes financed under the PI or where the success of a regional programme necessitates the participation of the said country.

1. any countries for which *reciprocal access* to external assistance is established by the Commission.

Currently there are no such countries.

1. **for ENI Instrument only:** in addition to the countries/territories/beneficiaries mentioned above that are eligible for ENI, the following countries/territories are also considered eligible for contracts financed under the ENI Instrument:

(i) *Partner countries or territories covered by the Instrument* (annex I of the ENI Intrument) ([appendix 11](#ENI_PARTNER_COUNTRIES));

(ii) in the case of relevant procedures taking place in the context of the multi-country and cross-border co-operation programmes in which it[[44]](#footnote-45) participates: *the Russian Federation*.

1. **For DCI, ENI, PI, Greenland and INSC**: where an agreement on widening the market for procurement of goods or services to which the Union is party applies, the procurement procedures for contracts financed by the budget shall also be open to natural and legal persons established in a third country other than those specified in the basic instruments governing the cooperation sector concerned, under the conditions laid down in that agreement.

**2)** **for IcSP and EIDHR (CIR – Article 11)**

*All countries* are eligible for participation in contracts financed under these Intruments that are fully untiedwithout prejudice to the limitations inherent to the nature and the objectives of the action.

*3) for* **IPA II (CIR- Article 10)**

Participation in the award of procurement contracts, grants and other award procedures for actions financed under the CIR **for IPA II** for the benefit of third parties shall be open to all natural persons who are nationals of, and legal persons who are effectively established in, one of the following eligible countries/ territories/beneficiaries:

* 1. *EU Member States* ([appendix 1](#EU_MEMBER_STATES))
	2. ***Beneficiaries listed in the Annex I of the IPA II (***[appendix 2](#IPA_II_BENEFICIARIES)***)***
	3. *European Economic Area* ([appendix 3](#EEA))
	4. *Partner countries and territories covered by ENI Instrument* (annex I of ENI Intrument) ([appendix 11](#ENI_PARTNER_COUNTRIES))
	5. countries for which Commission has adopted a decision approving the request for *reciprocal access* to external assistance.

Currently there are no such countries.

* 1. where an agreement on widening the market for procurement of goods or services to which the Union is party applies, the procurement procedures for contracts financed by the budget shall also be open to natural and legal persons established in a third country other than those specified in the basic instruments governing the cooperation sector concerned, under the conditions laid down in that agreement.

**Part II: Rules on nationality and origin for public procurement, grants and other award proceduresfinanced under the ACP-EC Partnership Agreement, laid down in Annex IV to the latter Agreement as revised by Decision No 1/2014 of the ACP-EU Council of Ministers of 20 June 2014 (2014/428/EU)**

Participation in procedures for the award of procurement contracts or grants financed from the multi-annual financial framework of cooperation under the ACP-EC Partnership Agreement is open to all natural persons who are nationals of, or legal persons who are effectively established in:

* 1. *an ACP State*([appendix 12](#ACP_COUNTRIES));
	2. *a Member State of the European Union* ([appendix 1](#EU_MEMBER_STATES));
	3. *Beneficiaries of the Instrument for pre-accession assistance* ***(***[appendix 2](#IPA_II_BENEFICIARIES)***)***;
	4. *a Member State of the* *European Economic Area* ([appendix 3](#EEA));
	5. *Overseas Countries and Territories* ([appendix 8](#OCTs));
	6. developing countries and territories, as included in the OECD-DAC list of ODA Recipients, which are not members of the G20 group, without prejudice to the status of the *Republic of South Africa*, as governed by Protocol 3 of the partnership Agreement (appendices [4](#LEAST_DEVELOPED_COUNTRIES), [5](#OTHER_LOW_INCOME_COUNTRIES), [6](#LOWER_MIDDLE_INCOME_COUNTRIES) and [7](#UPPER_MIDDLE_INCOME_COUNTRIES));
	7. countries for which Commission has adopted a decision approving the request for *reciprocal access* to external assistance in agreement with ACP countries;

Currently there are no such countries.

* 1. *a Member State of the OECD* ([appendix 9](#OECD_MEMBER_STATES)), in the case of contracts exclusively implemented in a Least Developed Country (LDC)[[45]](#footnote-46) or a Highly Indebted Poor Country (HIPC)[[46]](#footnote-47).

**Part III: rules on nationality and origin for public procurement, grants and other award procedures for instruments for external action financed under the Overseas Association Decision.**

From the publication of the COUNCIL DECISION 2013/755/EU of 25 November 2013 on the association of the overseas countries and territories with the European Union (‘Overseas Association Decision’) the following rules are applicable to calls financed under the financial assistance of the EDF:

1. Tenderers, applicants and candidates from the following countries and territories shall be eligible to funding under this Decision:
2. *Member States of the European Union* ([appendix 1](#EU_MEMBER_STATES))
3. *candidate countries and potential candidates* as recognised by the Union ***(***[appendix 2](#IPA_II_BENEFICIARIES)***)***
4. *members of the European Economic Area* ([appendix 3](#EEA))
5. *OCTs* ([appendix 8](#OCTs))
6. developing countries and territories, as included in the OECD-DAC list of ODA Recipients, which are not members of the G-20 group (appendices [4](#LEAST_DEVELOPED_COUNTRIES), [5](#OTHER_LOW_INCOME_COUNTRIES), [6](#LOWER_MIDDLE_INCOME_COUNTRIES) and [7](#UPPER_MIDDLE_INCOME_COUNTRIES))
7. countries for which *reciprocal access* to external assistance is established by the Commission. Reciprocal access may be granted, for a limited period of at least one year, whenever a country grants eligibility on equal terms to entities from the Union and from OCTs;

Currently there are no such countries.

1. *Member States of the OECD* ([appendix 9](#OECD_MEMBER_STATES)), in the case of contracts exclusively implemented in a Least Developed Country[[47]](#footnote-48).

**APPENDICES**

***APPENDIX 1 : EU MEMBER STATES***

Austria, Belgium, Bulgaria, Czech Republic, Croatia, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom[[48]](#footnote-49).

***APPENDIX 2 : IPA II beneficiaries***

Albania, Bosnia and Herzegovina, Kosovo\*, Montenegro, Serbia, Turkey, Republic of North Macedonia.

\* This designation is without prejudice to positions on status, and is in line with UNSCR 1244/1999 and the ICJ Opinion on the Kosovo declaration of independence.

***APPENDIX 3 :*** ***European Economic Area***

(only non-EU MS are mentioned) Iceland, Lichtenstein, Norway.

***APPENDIX 4 : Least Developed Countries***

Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of the Congo, Djibouti, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Lao People's Democratic Republic, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Myanmar, Nepal, Niger, Rwanda, Sao Tome & Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Sudan, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, Zambia.

***APPENDIX 5:* Other Low Income Countries**

Democratic People’s Republic of Korea, Zimbabwe.

***APPENDIX 6 :* Lower Middle Income Countries and Territories**

Armenia, Bolivia, Cabo Verde, Cameroon, Congo, Côte d´Ivoire, Egypt, El Salvador, Eswatini, Georgia, Ghana, Guatemala, Honduras, India, Indonesia, Jordan, Kenya, Kosovo, Kyrgyzstan, Micronesia, Moldova, Mongolia, Morocco, Nicaragua, Nigeria, Pakistan, Papua New Guinea, Philippines, Sri Lanka, Syrian Arab Republic, Tajikistan, Tokelau, Tunisia, Ukraine, Uzbekistan, Vietnam, West Bank and Gaza Strip.

***APPENDIX 7 :* Upper Middle Income Countries and Territories**

Albania, Algeria, Antigua and Barbuda, Argentina, Azerbaijan, Belarus, Belize, Bosnia and Herzegovina, Botswana, Brazil, China (People’s Republic of), Colombia, Costa Rica, Cuba, Dominica, Dominican Republic, Ecuador, Equatorial Guinea, Fiji, Republic of North Macedonia, Gabon, Grenada, Guyana, Iran, Iraq, Jamaica, Kazakhstan, Lebanon, Libya, Malaysia, Maldives, Marshall Islands, Mauritius, Mexico, Montenegro, Montserrat, Namibia, Nauru, Niue, Palau, Panama, Paraguay, Peru, Saint Helena, Saint Lucia, Saint Vincent & the Grenadines, Samoa, Serbia, South-Africa, Suriname, Thailand, Tonga, Turkey, Turkmenistan, Venezuela, Wallis and Futuna.

***APPENDIX 8 :* overseas countries and territories[[49]](#footnote-50)**

Anguilla (UK), Aruba (NL), Bermuda (UK), Bonaire (NL), British Antarctic Territory (UK), British Indian Ocean Territory (UK), British Virgin Islands (UK), Cayman Islands (UK), Curação (NL), Falkland Islands (UK), French Polynesia (FR), French Southern and Antarctic Territories (FR), Greenland (DK), Montserrat (UK), New Caledonia and Dependencies (FR), Pitcairn (UK), Saba (NL), Saint Barthelemy (FR), Saint Helena, Ascension and Tristan da Cunha (UK), Sint Eustatius (NL), Sint Maarten (NL), South Georgia and South Sandwich Islands (UK), St. Pierre and Miquelon (FR), Turks and Caicos (UK), Wallis and Futuna Islands (FR).

***APPENDIX 9 :* OECD MEMBER STATES**

Austria, Belgium, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Netherlands, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, United Kingdom.

Australia, Canada, Chile, Iceland, Israel, Japan, Korea, Mexico, New Zealand, Norway, Switzerland, Turkey, United States of America.

***APPENDIX 10 :* G20 member developing countries**

Argentina, Brazil, China, India, Indonesia, Mexico, South-Africa, Turkey.

***APPENDIX 11 : ENI PARTNER COUNTRIES AND TERRITORIES***

Algeria, Armenia, Azerbaijan, Belarus, Egypt, Georgia, Israel, Jordan, Lebanon, Libya, Republic of Moldova, Morocco, occupied Palestinian territory (oPt), Syria, Tunisia, Ukraine.

***APPENDIX 12 : ACP COUNTRIES\****

**Africa**:

South Africa\*\*, Angola, Benin, Botswana, Burkina Faso, Burundi, Central African Republic, Cameroon, Cabo Verde, Chad, Comoros Islands, Congo, Côte d'Ivoire, Democratic Republic of the Congo, Djibouti, Eritrea, Eswatini, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Equatorial Guinea, Kenya, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritius, Mauritania, Mozambique, Namibia, Niger, Nigeria, Uganda, Rwanda, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Somalia, Sudan, , Tanzania, Togo, Zambia and Zimbabwe.

**Caribbean**:

Antigua and Barbuda, Bahamas, Barbados, Belize, Dominica, Dominican Republic, Grenada, Guyana, Haiti, Jamaica, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Surinam, Trinidad and Tobago.

**Pacific**:

Cook Islands, East Timor, Fiji, Kiribati, Marshall Islands, Micronesia, Nauru, Niue, Palau, Papua New Guinea, the Solomon Islands, Western Samoa, Tonga, Tuvalu, Vanuatu.

\*\* While natural and legal persons established in South Africa are eligible to participate in procedures financed by the 10th/ 11th EDF, South Africa cannot be a beneficiary of contracts financed by the 10th/11th EDF.

\* Cotonou Partnership Agreement of 23 June 2000 (as amended by the provisional application of Decision No 1/2000 of the ACP-EC Council of Ministers of 27 July 2000, Decision No 1/2000 of the ACP-EC customs cooperation committee of 18 October 2000, Decision No 1/2001 of the ACP-EC customs cooperation committee of 20 April 2001, Decision No 2/2001 of the ACP-EC customs cooperation committee of 20 April 2001, Decision No 3/2001 of the ACP-EC customs cooperation committee of 10 May 2001, Decision No 4/2001 of the ACP-EC customs cooperation committee of 27 June 2001, Decision No 5/2001 of the ACP-EC customs cooperation committee of 7 December 2001, Decision No 2/2002 of the ACP-EC customs cooperation committee of 28 October 2002, Decision No 1/2003 of the ACP-EC Council of Ministers of 16 may 2003, Council Decision (EC) of 19 December 2002, Decision No 1/2004 of the ACP-EC Council of Ministers of 6 may 2004, Decision No 2/2004 of the ACP-EC customs cooperation committee of 30 June 2004 and Decision No 4/2005 of the ACP-EC customs cooperation committee of 13 April 2005).

FORMS

1. FINANCIAL IDENTIFICATION
2. LEGAL ENTITY – NATURAL PERSON
3. LEGAL ENTITY - PRIVATE/PUBLIC LAW BODY WITH LEGAL FORM
4. LEGAL ENTITY – PUBLIC LAW BODY
1. The Common Procurement Vocabulary (CPV) is the mandatory reference nomenclature applicable to procurement contracts. The list of CPV codes is available on: <http://simap.ted.europa.eu/en/web/simap/cpv> [↑](#footnote-ref-2)
2. The Common Procurement Vocabulary (CPV) is the mandatory reference nomenclature applicable to procurement contracts. The list of CPV codes is available on: <http://simap.ted.europa.eu/en/web/simap/cpv> [↑](#footnote-ref-3)
3. Please state any specificity that might have an impact on rules on participation (such as geographic or thematic or long/short term). [↑](#footnote-ref-4)
4. See PRAG Section 2.6.10.1.3 A) [↑](#footnote-ref-5)
5. Pursuant to Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (‘Regulation 2018/1725’), Official Journal L 205 of 21.11.2018, p. 39. [↑](#footnote-ref-6)
6. This link will lead you to the ‘privacy statement’ published as annex A13 to the practical guide general annexes. [↑](#footnote-ref-7)
7. Where the contracting party is an individual. [↑](#footnote-ref-8)
8. Where applicable. For individuals, mention their ID card or passport or equivalent document – number. [↑](#footnote-ref-9)
9. Except where the contracting party is not VAT registered. [↑](#footnote-ref-10)
10. See <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-11)
11. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-12)
12. . Guidance on the verification of financial guarantees can be found in chapter 9.1 of the DEVCO Companion. In indirect management, the contracting authority should seek guidance from the European Commission before accepting a financial guarantee [↑](#footnote-ref-13)
13. This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date. [↑](#footnote-ref-14)
14. The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters. [↑](#footnote-ref-15)
15. The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters. [↑](#footnote-ref-16)
16. Guidance on the verification of financial guarantees can be found in chapter 9.1 of the DEVCO Companion. In indirect management, the contracting authority should seek guidance from the European Commission before accepting a financial guarantee. [↑](#footnote-ref-17)
17. This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date. [↑](#footnote-ref-18)
18. The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters. [↑](#footnote-ref-19)
19. The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters. [↑](#footnote-ref-20)
20. If the tender has been submitted by a consortium, the nationalities of **all** the consortium members must be eligible. [↑](#footnote-ref-21)
21. If the tender has been submitted by a consortium, the nationalities of **all** the consortium members must be eligible. [↑](#footnote-ref-22)
22. The selection criteria, in the previous section of this form, have to be met before the technical requirements are assessed. [↑](#footnote-ref-23)
23. Country in which the legal entity is registered. [↑](#footnote-ref-24)
24. 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). [↑](#footnote-ref-25)
25. Natural persons have to prove their capacity in accordance with the selection criteria and by the appropriate means. [↑](#footnote-ref-26)
26. 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. [↑](#footnote-ref-27)
27. Last year=last accounting year for which the entity's accounts have been closed. [↑](#footnote-ref-28)
28. Amounts entered in the ‘Average’ column must be the mathematical average of the amounts entered in the three preceding columns of the same row. [↑](#footnote-ref-29)
29. 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. [↑](#footnote-ref-30)
30. 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.   [↑](#footnote-ref-31)
31. 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. [↑](#footnote-ref-32)
32. 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. [↑](#footnote-ref-33)
33. Corresponding to the relevant specialisms identified in point 5 below. [↑](#footnote-ref-34)
34. Staff directlyemployed by the tenderer on a permanent basis (i.e. under indefinite contracts). [↑](#footnote-ref-35)
35. Other staff not directlyemployed by the tenderer on a permanent basis (i.e. under fixed-term contracts). [↑](#footnote-ref-36)
36. 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). [↑](#footnote-ref-37)
37. In the case of framework contracts (without contractual value), only specific contracts corresponding to assignments implemented under such framework contracts will be considered. [↑](#footnote-ref-38)
38. Amounts actually paid, without the effect of inflation. [↑](#footnote-ref-39)
39. This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date. [↑](#footnote-ref-40)
40. Please check the DAC List of ODA Recipients, effective for reporting on 2018, 2019 and 2020 flows. [↑](#footnote-ref-41)
41. Non eligible G20 Members developing countries are: India, Indonesia, Argentina, Brazil, China, Mexico, South Africa. South Africa will be eligible when the action will be co-financed with the EDF. *Turkey* is also a developing country (upper middle income) G20 Member but is eligible as a beneficiary listed in the Annex I of the IPA II. [↑](#footnote-ref-42)
42. See [appendix 4](#LEAST_DEVELOPED_COUNTRIES) for the full list of LDCs. [↑](#footnote-ref-43)
43. HIPCs are: Afghanistan, Benin, Bolivia, Burkina Faso, Burundi, Cameroon, Central African Republic, Chad, Comoros, Côte d’Ivoire, Democratic Republic of Congo, Ethiopia, Ghana, Guinea, Guinea-Bissau, Guyana, Haiti, Honduras, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nicaragua, Niger, Republic of Congo, Rwanda, São Tomé & Príncipe, Senegal, Sierra Leone, Tanzania, The Gambia, Togo, Uganda, Zambia. [↑](#footnote-ref-44)
44. In line with the upcoming corrigendum of the CIR, regarding Article 9(1)(b) (OJ L 316, 4.11.2014, p. 69) (FR). [↑](#footnote-ref-45)
45. See [appendix 4](#LEAST_DEVELOPED_COUNTRIES) for the full list of LDCs. [↑](#footnote-ref-46)
46. See full list of HIPCs in [footnote 4](#HIPCs) [↑](#footnote-ref-47)
47. See [appendix 4](#LEAST_DEVELOPED_COUNTRIES) for the full list of LDCs. [↑](#footnote-ref-48)
48. The United Kingdom ceased to be an EU Member State on the 31 of January 2020. Pursuant to the Withdrawal Agreement concluded between the EU and the UK, references to the eligibility of ‘Member States’ for participation in programmes under the current 2014-2020 MFF and the EDFs also cover the United Kingdom (Article 127(6), Article 137 and Article 152(1) Withdrawal Agreement). [↑](#footnote-ref-49)
49. OCTs listed in Annex II to the TFEU having special relations with the United Kingdom are covered by the scope of the EU-UK Withdrawal Agreement. Therefore, pursuant to the EU-UK Withdrawal Agreement, Union law as referred to in Articles 137 WA therefore includes the rules on financing of OCTs and eligibility under the current 2014-2020 MFF and the EDFs (Article 3(1)(e), Article 127(6), Article 137 and Article 152(1),(3) Withdrawal Agreement). [↑](#footnote-ref-50)