



Baku, Azerbaijan – September 14, 2012

SERVICE PROCUREMENT NOTICE

***Implementation of Forest Transformation Measures
(Silvicultural Operations) in Azerbaijan
for the EU financed Project “Increasing the Resilience of
Forest Ecosystems against Climate Change in the South
Caucasus Countries through Forest Transformation” (DCI-
ENV/2010/221391- EuropeAid/128320/C/ACT/Multi)***

1. Publication reference

WWF-Azerbaijan-01-ENRTP-2012-SR-CNP

2. Procedure

Competitive Negotiated Procedure (*with publication*)

3. Programme

EU – ENRTP

4. Financing

Grant Contract: DCI-ENV/2010/221391 - EuropeAid/128320/C/ACT/Multi

5. Contracting Organization

Branch Office of the WWF - World Wide Fund for Nature in the Azerbaijan
Republic (WWF-Azerbaijan)

EuropeAid ID number: AZ-2009-FUT-2705213985

CONTRACT SPECIFICATIONS

6. Nature of contract

Global-Price Contract

7. Contract description

Implementation of Forest Transformation Measures (Silvicultural Operations) in selected 2 Pilot Forest Sites, (each approx. 75 ha in size) in specified by the Contracting Organization (WWF-Azerbaijan) locations referred to in this procurement notice (see item 9 below).

The measures will include a variety of silvicultural operations under transformation plan (*is attached to this Tender Dossier as separate File*), such as:

- Site Preparation;
- Seeding
- Planting;
- Watering
- Maintenance
- Other measures prescribed under transformation plan.

8. Number and titles of lots

One Lot only

9. Location of the 2 Pilot Forest Sites :

Pilot Forest Site N1 – “AGSU” in Shamalkhi District (Azerbaijan) located on the state forest lands of the Shamakhi Forest Protection and Restoration Enterprise of the Ministry of Ecology and Natural Resources of the Azerbaijan Republic.

Pilot Forest Site N2 – “YEVLA KH” in Yevlakh District (Azerbaijan) located on the state forest lands of the Yevlakh Forest Protection and Restoration Enterprise of the Ministry of Ecology and Natural Resources of the Azerbaijan Republic.

Detailed location of the selected pilot forest sites already agreed with stakeholders, as well as relevant agreements with the stakeholders are available at the following web-pages:

For the Pilot Forest Site N1 :

http://awsassets.panda.org/downloads/mou_shamakhi.pdf

For the Pilot Forest Site N2 :

http://awsassets.panda.org/downloads/mou_yevlakh.pdf

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CONDITIONS OF PARTICIPATION

10. Eligibility

Participation is open to all legal persons participating either individually or in a grouping (consortium) of tenderers, which are established in:

- in a Member State of the European Union,
- in an official candidate country as recognised by the EU,
- in a Member State of the European Economic Area,
- in developing countries as specified by the OECD/DAC List of ODA recipients according to Regulation No. 1905/2006 dated 18 December 2006 – Annex II),

or

- in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the programme under which the contract is financed
(see item 22 below).

Participation is also open to international organisations. Participation of natural persons is directly governed by the specific instruments applicable to the programme under which the contract is financed.

11. Number of tenders

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

12. Grounds for exclusion

As part of the tender, tenderers must submit a signed declaration, included in the tender form, to the effect that they are not in any of the exclusion situations listed in Section 2.3.3 of the Practical Guide to contract procedures for EU external actions

13. Sub-contracting

No subcontracting shall be allowed.

PROVISIONAL TIMETABLE

14. Provisional commencement date of the contract

Not later than end of October 2012

15. Implementation period of the tasks

Within 18 calendar months after the last signature of the contract.

SELECTION AND AWARD CRITERIA

16. Selection criteria

The following selection criteria will be applied to tenderers. In the case of tenders submitted by a consortium, these selection criteria will be applied to the consortium as a whole:

- 1) *Economic and financial capacity of tenderer (based on i.e. Item 3 of the Tender Form for a Service Contract). In case of tenderer being a public body, equivalent information should be provided.*

The average annual turnover of the tenderer must be at least 25% of the annualized maximum budget of the contract.

- 2) *Professional capacity of tenderer (based on Item 4 and 5 of the Tender Form for a Service Contract.).*

The tenderer has a professional capacity appropriate to this contract.

- 3) *Technical capacity of tenderer (based on i.a. items 5 and 6 of the Tender Form for a Service Contract).*

The tenderer has worked successfully on at least one similar project, during the last 3 years with a budget of at least 20% that of this contract in fields, whose nature and complexity are comparable to implementation of transformation measures concerned by the tender.

17. Award criteria

Best value for money.

TENDERING

18. Deadline for receipt of tenders

The deadline for receipt of tenders is specified in point 8 of the Instruction to Tenderers.

19. Tender format and details to be provided

Tenders must be submitted using the standard tender forms available from the following Internet address:

http://ec.europa.eu/europeaid/work/procedures/implementation/services/index_en.htm),

whose format and instructions must be strictly observed.

Any additional documentation (brochure, letter, etc) sent with the tender will not be taken into consideration.

20. How tenders may be submitted

Tenders must be submitted to the Contracting Organization (WWF-Azerbaijan), using the means specified in point 8 of the instruction to tenderers.

Tenders submitted by any other means will not be considered.

21. Alteration or withdrawal of applications

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

Any such notification of alteration or withdrawal shall be prepared and submitted in accordance with point 8 of the instruction to tenderers. The outer envelope (and the relevant inner envelope if used) must be marked 'Alteration' or 'Withdrawal' as appropriate.

22. Operational language

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

23. Legal basis

Grant Agreement of March 31/April 14 - 2011 between WWF-Germany and Branch Office of the WWF - World Wide Fund for Nature in the Azerbaijan Republic (WWF-Azerbaijan) for Implementation of the EU Financed Project (DCI ENV/2010/221391) "EU ENRTP Caucasus - Increasing the Resilience of Forest Ecosystems against Climate Change in the South Caucasus Countries through Forest Transformation" and its Attachement 1 (Primary Donor Agreement):

GRANT CONTRACT FOR EXTERNAL ACTIONS OF THE EUROPEAN UNION N0 DCI-ENV/2010/221391 OF DEC-17/28, 2010 between THE EUROPEAN UNION, REPRESENTED BY THE EUROPEAN COMMISSION and WWF-GERMANY AND ADDENDUM N1 OF JAN-01/10, 2011 TO THE GRANT CONTRACT N0 DCI-ENV/2010/221391 OF DEC-17/28, 2010

Budget Line as follows:

6.1.1 Subcontracts for implementation of transformation measures except fencing - Azerbaijan

24. How to obtain the tender dossier

The tender dossier is available from the following Internet addresses:

WWF websites:

http://wwf.panda.org/what_we_do/where_we_work/black_sea_basin/caucasus/publications/

and/or

http://wwf.panda.org/what_we_do/where_we_work/black_sea_basin/caucasus/

and/or

[http://wwf.panda.org/what_we_do/where_we_work/black_sea_basin/caucasus/projects/eu_enrtp_caucasus/tenders_announcements /](http://wwf.panda.org/what_we_do/where_we_work/black_sea_basin/caucasus/projects/eu_enrtp_caucasus/tenders_announcements/)

Tenders must be submitted (using the **standard Tender Form for a Service Contract included in the tender dossier**, whose format and instructions must be strictly observed) - in writing to:

Ms. Nargiz Abdulova, Authorised Officer
WWF-Azerbaijan
M.Mushfig Str., Blok 501, 2K
Baku AZ1073, Azerbaijan
Tel/Fax: +994 12 5385316
www.panda.org/caucasus

Tenderers with questions regarding this tender should send them in writing to:

Ms. Nargiz Abdulova, Authorised Officer
WWF-Azerbaijan
M.Mushfig Str., Blok 501, 2K
Baku AZ1073, Azerbaijan
Tel/Fax: +994 12 5385316
www.panda.org/caucasus

or e-mail them to:

Ms. Nargiz Abdulova, Authorised Officer
WWF-Azerbaijan
nabdulova@wwfcaucasus.org

(mentioning the publication reference shown in item 1) at least 21 days before the deadline for submission of tenders given in item 19.

The Contracting Organization (WWF-Azerbaijan) will reply to all tenderers' questions at least 11 days before the deadline for submission of tenders.

Eventual clarifications or minor changes to the tender dossier will be published at the latest 11 days before the submission deadline at the website/s indicated above.

25. Deadline for submission of tenders

Deadline for submission is defined as a minimum of 30 calendar days for local tenders after the date of publication of this procurement notice:

15:00 Local Time on 15 October 2012

Any tender received after this deadline will not be considered

26. Tender opening session

16:00 Local Time on 15 October 2012

**at WWF-Azerbaijan,
M.Mushfig Str., Blok 501, 2K
Baku AZ1073, Azerbaijan
Tel/Fax: +994 12 5385316
www.panda.org/caucasus**

INVITATION TO TENDER

Our ref.: Publication reference :

WWF-Azerbaijan-01-ENRTP-2012-SR-CNP

SUBJECT:

INVITATION TO TENDER FOR :

Implementation of Forest Transformation Measures (Silvicultural Operations) in Azerbaijan for the EU financed Project “Increasing the resilience of forest ecosystems against climate change in the South Caucasus Countries through forest transformation” (DCI-ENV/2010/221391 - EuropeAid/128320/C/ACT/Multi)

I am pleased to inform you that your firm/the consortium is invited to take part in the competitive negotiated procedure for the above contract. The complete tender dossier is attached to this letter. It includes:

A. Instructions to tenderers and procurement notice

B. Draft Contract Agreement and Special Conditions with annexes:

- I. General Conditions for Service Contracts
- II. Terms of Reference
- III. Organisation and Methodology
(To be submitted by the tenderer according to the template provided)
- IV. Key experts
(including templates for the summary list of key experts and their CVs)
- V. Budget for global - price contracts
- VI. Forms and other relevant documents

C. Other information:

- I. List of entities invited to submit a tender
- II. Administrative compliance grid
- III. Evaluation grid

D. Tender submission form

For full details of the tendering procedures, please refer to the **Practical Guide to contract procedures for EC external actions and its annexes**, which may be downloaded from the following Web site:

http://ec.europa.eu/europeaid/work/procedures/implementation/services/index_en.htm .

We look forward to receiving your tender before the deadline specified in point 8 of the Instructions to tenderers to the address specified in the same point.

Yours sincerely,

**Nargiz Abdulova
Authorised Officer
WWF-Azerbaijan**

A. INSTRUCTIONS TO TENDERERS

A. INSTRUCTIONS TO TENDERERS

PUBLICATION REFERENCE: WWF-Azerbaijan-01-ENRTP-2012-SR-CNP

In submitting their tenders, tenderers must respect all instructions, forms, Terms of reference, 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 may lead to the rejection of the tender.

These Instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the provisions of the Practical Guide to contract procedures for EU external actions, which is applicable to the present call (available on the Internet at this address: http://ec.europa.eu/europeaid/work/procedures/index_en.htm).

1. Services to be provided

The services required by the Contracting Organization (WWF-Azerbaijan) are described in the Terms of Reference. These are contained in Annex II of the draft contract, which forms Part B of this tender dossier.

2. Timetable

	DATE	TIME*
Site visit (if any)	Not applicable	Not applicable
Information meeting (if any)	Not applicable	Not applicable
Deadline for request for any clarifications from the Contracting Organization	24.09.2012	17:00 Hrs. Local time
Last date on which clarifications are issued by the Contracting Organization	05.10.2012	17:00 Hrs. Local time
Deadline for submission of tenders	15 October 2012	15:00 hrs Local Time
Completion date for evaluation of offers	Not later than 19 October 2012	-
Notification of award	Oct. 2012	-
Contract signature	Oct. 2012	-
Commencement date	Not later than 29 October 2012	-

* All times are in the time zone of the country of the Contracting Organization

⊗ Provisional date

3. Participation and sub-contracting

a) Participation in this tender procedure is open to all legal persons [participating either individually or in a grouping (consortium) or tenderers] which are established in:

- in a Member State of the European Union,
- in an official candidate country as recognised by the EU,
- in a Member State of the European Economic Area,
- in developing countries as specified by the OECD/DAC List of ODA recipients according to Regulation No. 1905/2006 dated 18 December 2006 – Annex II),

or

- **in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the EU ENRTP programme under which the contract is financed**, or a country covered by the **EU ENRTP** programme including Grant Contract: DCI-ENV/2010/221391 – EuropeAid/128320/C/ACT/Multi

The participation is also open to international organisations. The participation of natural persons is directly governed by the specific instruments applicable to the programme under which the contract is financed.

- b) 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 conditions mentioned in Section 2.3.3 of the **Practical Guide to contract procedures for EU external actions**. Should they do so, they may be excluded from tender procedures and contracts in accordance with the Section 2.3.4 of the **Practical Guide to contract procedures for EU external actions**.
- c) Tenderers which have been guilty of making false declarations may also be subject to financial penalties representing 2% to 10% of the total value of the contract being awarded. This rate may be increased to 4% to 20% in the event of a repeat offence within five years of the first infringement.
- d) Tenders should be submitted by the same service provider or consortium which has submitted the application form. **No change whatsoever in the identity or composition of the tenderer is permitted** unless the Contracting Organization (WWF-Azerbaijan) has given its prior approval in writing;
- e) Consortia are not allowed to form alliances with any other firms or to sub-contract to each other for the purposes of this contract;
- f) Sub-contracting is not allowed. For this purpose individual experts recruited for the project as key or non key experts are not regarded as subcontractors.

4. Content of tenders

1.1. The offers, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Organization (WWF-Azerbaijan) must be written in English.

1.2. Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by a translation into the language of the procedure. For the purposes of interpretation of the tender, the language of the procedure will prevail.

The tender must comprise of a Technical offer and a Financial offer and these **must be submitted in separate envelopes** (see clause 8). Each Technical offer and Financial offer must contain one original, clearly marked "**Original**", and 3 (Three) copies, each marked "**Copy**". Failure to respect the requirements in clauses 4.1, 4.2 and 8 will constitute a formal error and may result in the rejection of the tender.

4.1 **Technical offer**

The Technical offer must include the following documents:

(1) **Tender submission form** (see Part D of this tender dossier) including:

- a) Signed statements of exclusivity and availability (using the template included with the tender submission form), one for each key expert, the purpose of which are as follows:
 - ❑ The key experts proposed in this tender must not be part of any other tender being submitted for this tender procedure. They must therefore engage themselves exclusively to the tenderer.
 - ❑ Each key expert must also undertake to be available, able and willing to work for all the period foreseen for his/her input during the implementation of the tasks as indicated in the Terms of reference and/or in the Organisation and methodology.

Note that non-key experts must not be asked to sign statements of exclusivity and availability. Any expert who is engaged in an EU-financed project, where the input from his/her position in that contract could be required on the same dates as his/her activities under this contract must not be proposed as a key expert for this contract under any circumstances. Consequently, the dates included by a key expert in his/her statement of exclusivity and availability in your tender must not overlap with dates on which he/she is committed to work as key expert on any other contract.

The expert may participate in parallel tender procedures but must inform the Contracting Organization (WWF-Azerbaijan) of these in the Statement of Exclusivity and Availability. Furthermore the expert is expected to notify the tenderer immediately if he/she will be successful in another tender procedure and he/she is expected to accept the first engagement which is offered to him/her chronologically.

If a key expert has been proposed as key expert by more than one tenderer with the agreement of the key expert, the corresponding tenders may be rejected. The same applies if the key expert proposed has been involved in the preparation of the project. The expert concerned will be excluded from this tender procedure and may also be subject to exclusion from other EU-financed contracts.

Having selected a firm partly on the basis of an evaluation of the key experts presented in the tender, the Contracting Organization (WWF-Azerbaijan) expects the contract to be executed by these specific experts. However, after the notification of award, the selected tenderer may propose replacements for the key experts under certain conditions (for further information see point 14).

The contract between the tenderer/contractor and its key experts shall contain a provision that it is subject to the approval of the beneficiary country.

- b) A signed **declaration** from each legal entity identified in the tender submission form, using the format attached to the tender submission form
- c) A completed **Financial Identification form** (see Annex VI of the draft contract) to nominate the bank account into which payments would be made in the event that the tender is successful. (Where the tenderer has already signed another contract with the European Commission, it may provide instead of the financial identification form either its financial identification form number or a copy of the financial identification form provided on that occasion, unless a change occurred in the meantime)
- d) The **legal entity file** and the supporting documents (Where the tenderer has already signed another contract with the European Commission, it may provide instead of the legal entity

file and its supporting documents either its legal entity number or a copy of the legal entity file provided on that occasion, unless a change in its legal status occurred in the meantime.)

- e) The **Financial Identification form** and the **Legal Entity file** can be downloaded from the following EU –website:

http://ec.europa.eu/europeaid/work/procedures/index_en.htm

- **Legal Entity File for private companies :**
Annex Service - B8j4 *(is attached to this Tender Dossier as separate File)*
- **Legal Entity File for individuals :**
Annex Service - B8j3
- **LegalEntity File for public bodies :**
Annex Service - B8j5
- **Bank account notification form (Financial Identification)**
Annex Service - B8j1 *(is attached to this Tender Dossier as separate File)*

f)

- g) 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/consortium is duly authorised to do so.

- (2) **Organisation and methodology** (will become Annex III of the contract), to be drawn up by the tenderer using the format in Annex III of the draft contract.

Financial offer - Global - price contracts:

The Financial offer must be presented as an amount in **Euro** and must be submitted using the template for the global-price version of Annex V of part B of this tender dossier. The electronic version of this document "B8 - Budget for a global-price contract" can be found on the Web site:

http://ec.europa.eu/europeaid/work/procedures/index_en.htm.

The global - price must **not be** broken down in any way.

A diskette or CD-ROM containing the electronic version of the financial offer must be included with the printed version in the separate envelope in which the financial offer is submitted. In case of any discrepancies between the electronic version and the original, printed version, the latter will prevail.

Tenderers are reminded that the **maximum budget available for this contract, as stated in the procurement notice, is 72000 EUR without VAT.** Payments under this contract will be made in EUR, as specified by the selected tenderer in its Tender submission form.

The applicable tax and customs arrangements are the following:

The European Commission and the Azerbaijan Republic have agreed in the FRAMEWORK AGREEMENT of June 27, 2007 BETWEEN THE GOVERNMENT OF THE REPUBLIC OF AZERBAIJAN AND THE COMMISSION OF THE EUROPEAN COMMUNITIES to fully exonerate the following taxes – see below in the Article 3 of the Framework Agreement:

Extract from the Article 3. Taxation and Customs Provisions of the FRAMEWORK AGREEMENT of June 27, 2007:

“3.1 Natural and legal persons directly contracted by the European Commission or its authorized representatives or by the Beneficiary Country or its authorized representative for the purposes of implementation of any action financed by the Community under the present Framework Agreement, as well as employees if these persons, or other than those recruited locally, and foreign experts engaged in the implementation of actions financed by the Community shall not be subject to income and/or profit tax, or any other taxes, tariffs, duties, obligatory social contributions, fees or other levies imposed in the Beneficiary country on their income and/or profits derived from the actions financed by the Community.

3.2 Any goods imported for the purpose of implementing actions financed by the Community shall be subject to customs and import duties, taxes or any other charges having equivalent effect imposed by the Beneficiary Country or any sub-division thereof.

3.3 Upon the request of the Commission, the Beneficiary Country shall ensure that the imports concerned will be released in time from the point of legal custom entry for delivery to the recipient as required for the normal implementation of the contract.

3.4 Where a contract concerns supply of goods originating in the Beneficiary Country, the contract shall be concluded on the basis of the net price excluding value added tax. The term "goods" should be understood as any product, service and/or rights assigned for sale.”.

More specific information such as details of the competent authority of the beneficiary country, a reference to exemption procedures prescribed by the national legislation in force (for example, the required formalities, the scheme for ex ante exemption or ex post reimbursement, etc.) could be clarified in the contract with selected tenderer.

5. Variant solutions

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

6. Period during which tenders are binding

Tenderers are bound by their tenders for 90 days after the deadline for the submission of tenders or until they have been notified of non award. In exceptional cases, before the period of validity expires, the Contracting Organization (WWF-Azerbaijan) may ask tenderers to extend the period for a specific number of days, which may not exceed 40.

The selected tenderer must maintain its tender for a further 60 days. The further period of 60 days is added to the validity period irrespective of the date of notification.

7. Additional information before the deadline for submission of tenders

The tender dossier should be clear enough to avoid candidates invited to tender from having to request additional information during the procedure. If the Contracting Organization (WWF-Azerbaijan), either on its own initiative or in response to the request of a short-listed candidate, provides additional

information on the tender dossier, it must send such information in writing to all other short-listed candidates 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:

Ms. Nargiz Abdulova, Authorised Officer
WWF-Azerbaijan
M.Mushfig Str., Blok 501, 2K
Baku AZ1073, Azerbaijan
Tel/Fax: +994 12 5385316
nabdulova@wwfcaucasus.org
www.panda.org/caucasus

The Contracting Organization (WWF-Azerbaijan) has no obligation to provide clarifications after this date.

Any prospective tenderers seeking to arrange individual meetings with the Contracting Organization (WWF-Azerbaijan) and/or the government of the beneficiary country and/or the European Commission concerning this contract during the tender period may be excluded from the tender procedure.

Any clarification of the tender dossier will be communicated simultaneously in writing to all the tenderers at the latest 11 calendar days before the deadline for submission of tenders.

No information meeting is foreseen.

No site visit is foreseen.

Visits by individual prospective tenderers during the tender period cannot be organised.

8. Submission of tenders

Tenders must be submitted in such that they are **received** before or on 15 October, 2012 at the WWF Office in Baku – Azerbaijan - 30 calendar days after the date of the invitation letter. They must include the requested documents in clause 4 above and be submitted:

- **EITHER** by recorded delivery (official postal service) to :

Ms. Nargiz Abdulova, Authorised Officer
WWF-Azerbaijan
M.Mushfig Str., Blok 501, 2K
Baku AZ1073, Azerbaijan
Tel/Fax: +994 12 5385316

- **OR** hand delivered (including courier services) directly to the Contracting Organization (WWF-Azerbaijan) in return for a signed and dated receipt to:

Ms. Nargiz Abdulova, Authorised Officer
WWF-Azerbaijan
M.Mushfig Str., Blok 501, 2K
Baku AZ1073, Azerbaijan
Tel/Fax: +994 12 5385316

Tenders submitted by any other means will not be considered. Tenders must be submitted using the double envelope system, ie, in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words **"Envelope A - Technical offer"** and the other **"Envelope B - Financial offer"**.

All parts of the tender other than the financial offer must be submitted in Envelope A (ie, including the Tender submission form, statements of exclusivity and availability of the key experts and declarations).

Any infringement of these rules (eg, unsealed envelopes or references to price in the technical offer) is to be considered a breach of the rules, and will lead to rejection of the tender.

The **outer envelope** should carry the following information:

- a) the address for submission of tenders indicated above;
- b) the reference code of the tender procedure to which the tenderer is responding (publication reference no. WWF-Azerbaijan-01-ENRTP-2012-SR-CNP);
- c) the words "Not to be opened before the tender-opening session" and <equivalent phrase in local language>;
- d) the name of the tenderer.

The pages of the Technical and Financial offers must be numbered.

9. Alteration or withdrawal of tenders

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

Any such notification of alteration or withdrawal shall be prepared and submitted in accordance with Clause 8. The outer envelope (and the relevant inner envelope) must be marked 'Alteration' or 'Withdrawal' as appropriate.

10. Costs for preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender shall be reimbursable. All such costs shall be borne by the tenderer. In particular, if proposed experts were interviewed, all cost shall be borne by the tenderer.

11. Ownership of tenders

The Contracting Organization (WWF-Azerbaijan) retains ownership of all tenders received under this tendering procedure. Consequently, tenderers have no right to have their tenders returned to them.

12. Evaluation of tenders

12.1 Evaluation of technical offers

The quality of each technical offer will be evaluated in accordance with the award criteria and the associated weighting as detailed in the evaluation grid in Part C of this tender dossier. No other award criteria will be used. The award criteria will be examined in accordance with the requirements as indicated in the Terms of Reference.

The evaluation of the technical offers will follow the procedures set out in Section 3.3.10 of the Practical Guide to contract procedures for EU external actions (available from the Internet at:

http://ec.europa.eu/europeaid/work/procedures/index_en.htm).

12.1.1 Interviews

No interviews are foreseen.

12.2 Evaluation of financial offers

Upon completion of the technical evaluation, the envelopes containing the financial offers for tenders which were not eliminated during the technical evaluation will be opened (i.e., those which have achieved an average score of 80 points or more). Tenders exceeding the maximum budget available for the contract will be eliminated.

12.3 Choice of selected tenderer

The best value for money is established by weighing technical quality against price on an 80/20 basis.

12.4 Confidentiality

The entire evaluation procedure is confidential, subject to the Contracting Organization's (WWF-Azerbaijan) legislation on access to documents. The Evaluation Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation Committee are bound to secrecy. The evaluation reports and written records, in particular, are for official use only and may be communicated neither to the tenderers nor to any party other than the Contracting Organization (WWF-Azerbaijan), the European Commission, the European Anti-Fraud Office and the European Court of Auditors.

13. Ethics clauses / Corruptive practices

- a) Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation Committee or the Contracting Organization (WWF-Azerbaijan) during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties.
- b) The tenderer must not be affected by any conflict of interest and shall have no equivalent relation in that respect with other tenderers or parties involved in the project.
- c) 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 Organization (WWF-Azerbaijan) 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 Organization (WWF-Azerbaijan).
- d) 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.

- e) The Contracting Organization (WWF-Azerbaijan) reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, the Contracting Organization may refrain from concluding the Contract.

14. Signature of contract(s)

14.1 Notification of award

The successful tenderer will be informed in writing that its tender has been accepted.

The successful tenderer shall then confirm availability or unavailability of their key-experts within 5 days from the date of the notification of award.

In case of unavailability the tenderer will be allowed to propose replacement expert(s). The successful tenderer shall give due justification for the exchange of expert but the acceptance will not be limited to specific cases. Several replacement experts may be proposed but only one time-period of 15 days from the date of the notification of award will be offered.

The replacement expert's total score must be at least as high as the scores of the expert proposed in the tender. It must be emphasised that the minimum requirements for each evaluation criteria must be met by the replacement expert.

If replacement experts are not proposed within the 15 days delay or if the replacement experts are not sufficiently qualified, or that the proposal of the replacement expert amends the award conditions which took place, the Contracting Organization (WWF-Azerbaijan) may decide to award the contract to the second best technically compliant tenderer (also giving them a chance to replace an expert should he/she not be available).

Should the Contracting Organization (WWF-Azerbaijan) learn that a tenderer has confirmed the availability of a key expert and signed the contract although the tenderer has deliberately concealed the fact that the expert is unavailable from the date specified in the tender dossier for the start of the assignment, the Contracting Organization (WWF-Azerbaijan) may decide to terminate the contract on the basis of article 36.3 (m) of the General Conditions.

It is reminded that the tenderer/contractor may also be subject to administrative and financial penalties foreseen in section 2.3.4 of the PRAG and furthermore it may lead to a tenderer's /contractor's exclusion from other contracts funded by the European Union.

14.2 Signature of the contract(s)

Within 30 days of receipt of the contract already signed by the Contracting Organization (WWF-Azerbaijan), the selected tenderer shall sign and date the contract and return it to the Contracting Organization (WWF-Azerbaijan). Failure of the selected tenderer to comply with this requirement may constitute grounds for the annulment of the decision to award the contract. In such a case, the Contracting Organization (WWF-Azerbaijan) may award the tender to another tenderer or cancel the tender procedure.

The other tenderers will, at the same time as the notification of award is submitted, be informed that their tenders were not accepted, by means of a standard letter, which includes an indication of the relative weaknesses of their tender by way of a comparative table of the scores for the winning tender and the ones for the unsuccessful tender. The second best tenderer is informed of the notification of award to the successful tenderer with the reservation of the right to send a notification of award to the second best tenderer in case of inability to sign the contract with the first ranked tenderer. The validity of the offer of the second best tenderer will be kept.

The Contracting Organization (WWF-Azerbaijan) will furthermore, at the same time, also inform the remaining unsuccessful tenderers and the consequence of these letters will be that the validity of their offers must not be retained.

15. Cancellation of the tender procedure

In the event of cancellation of the tender procedure, tenderers will be notified of the cancellation by the Contracting Organization (WWF-Azerbaijan). If the tender procedure is cancelled before the outer envelope of any tender has been opened, the unopened and sealed envelopes will be returned to the tenderers.

Cancellation may occur where:

- the tender procedure has been unsuccessful, i.e. no qualitatively or financially worthwhile tender has been received or there is no valid response at all;
- the economic or technical data of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the contract impossible;
- all technically compliant tenders exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these have prevented fair competition;
- 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 shall the Contracting Organization (WWF-Azerbaijan) 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 Organization (WWF-Azerbaijan) has been advised of the possibility of damages. The publication of a procurement notice does not commit the Contracting Organization (WWF-Azerbaijan) to implement the programme or project announced.

16. Appeals

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

17. Data Protection - Not applicable as decentralised procedure -

18. Early Warning System and Central Exclusion Database – Not applicable as decentralised procedure -

B. DRAFT SERVICE CONTRACT

B. DRAFT SERVICE CONTRACT

NO. WWF-Azerbaijan-01-ENRTP-2012-SR-CNP

FINANCED FROM THE EU GRANT CONTRACT

DCI – EN/2010/221391 - EUROPEAid/128320/C/ACT/MULTI

**WWF-Azerbaijan
M.Mushfig Str., Blok 501, 2K
Baku AZ1073, Azerbaijan
Tel/Fax: +994 12 5385316**

(“the Contracting Organization- WWF-Azerbaijan”),

of the one part,

and

<Full official Name of the Contractor>

<Legal status/title>¹

<Official registration number>²

<Full official address>

<VAT number>³,

(“the Contractor”)

of the other part,

have agreed as follows:

¹ Where the contracting party is an individual.

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

³ Except where the contracting party is not VAT registered.

Special Conditions

(1) Subject

The subject of this contract is the:

**“Implementation of Forest Transformation Measures (Silvicultural Operations)
in Selected 2 Pilot Sites “**

in Azerbaijan for the Project

**“EU ENRTP Caucasus - Increasing the resilience of
forest ecosystems against climate change in the
South Caucasus Countries through forest transformation”**

with identification number reference: WWF-Azerbaijan-01-ENRTP-2012-SR-CNP

(“the services”).

(2) Structure of the contract

The Contractor will carry out the services on the terms and conditions set out in this contract, which comprises, in order of precedence, these special conditions ("Special Conditions") and the following annexes:

Annex I: General Conditions for service contracts financed by the European Union

Annex II: Terms of reference
[including clarifications before the deadline for submission of tenders and
minutes from the information meeting/site visit]

Annex III: Organisation and methodology
[including clarifications from the tenderer provided during tender evaluation]

Annex IV: Key experts

Annex V: Budget Global-Price Contract

Annex VI: Forms and other relevant documents

In case of any contradiction between the above documents, their provisions shall be applied according to the above order of precedence.

(3) Contract value

This contract, established in (WWF-Azerbaijan) , is a **global - price contract**.

The contract value is EUR without VAT.

(4) Commencement date

The date for commencing implementation shall be within **XXX Days/Months** of the signature of this contract by both parties and shall be determined by an administrative order issued by the Project Manager.

(5) Period of implementation

The period of implementation of the tasks identified in Annexes II & III is 18 (Eighteen) months from the Commencement date.

(6) Reporting

The Contractor shall submit progress reports as specified in the Terms of reference.

(7) Payments and bank account

7.1 Payments will be made in Euro

For payment details please refer to Payment Schedule - Annex II.1

7.3. Payment and interest on late payment

By derogation from Article 29.3 of the General Conditions, once the deadline referred to above has expired, the Contractor shall upon demand, submitted within two months of receiving late payment., be entitled to late-payment interest in accordance with article 29.3.

(8) Contact addresses

Any written communication relating to this Contract between the Contracting Organization (WWF-Azerbaijan) and the Contractor must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand to the addresses identified in accordance with Articles 5.3 and 7.8 of the General Conditions.

(9) Law and language of the contract

9.1 The law of the Azerbaijan Republic shall govern all matters not covered by the contract.]

9.2 The language of the contract and of all written communications between the Contractor and the Contracting Organization and/or the Project Manager shall be English.

(10) Subcontracting

Subcontracting is not allowed.

(11) Dispute settlement

11.1 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Azerbaijan applying the national legislation of the Contracting Organization (WWF-Azerbaijan).

Done in English in three originals,

--one original being for the Contracting Organization (WWF-Azerbaijan);

-- one original being for the European Commission;

and

--one original being for the Contractor.

For the Contractor

Name:

Title:

Signature:

Date:

**For the Contracting Organization
(WWF-Azerbaijan)**

Name:

Title:

Signature:

Date:

ANNEX I - GENERAL CONDITIONS

**FOR SERVICE CONTRACTS FINANCED BY THE
EUROPEAN UNION OR BY THE EUROPEAN
DEVELOPMENT FUND**

TO BE DOWNLOADED FROM THE FOLLOWING EU WEBSITE:

http://ec.europa.eu/europeaid/work/procedures/index_en.htm

Please note:

**THE GENERAL CONDITIONS FOR SERVICE CONTRACTS
is implemented by the European Commission**

!! No changes are allowed !!

ANNEX II: TERMS OF REFERENCE GLOBAL

1. BACKGROUND INFORMATION

- 1.1. BENEFICIARY COUNTRY
- 1.2. CONTRACTING ORGANIZATION
- 1.3. RELEVANT COUNTRY BACKGROUND
- 1.4. CURRENT STATE OF AFFAIRS IN THE RELEVANT SECTOR
- 1.5. RELATED PROGRAMMES AND OTHER DONOR ACTIVITIES

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

- 2.1. OVERALL OBJECTIVE
- 2.2. PURPOSE
- 2.3. RESULTS TO BE ACHIEVED BY THE CONTRACTOR

3. ASSUMPTIONS & RISKS

- 3.1. ASSUMPTIONS UNDERLYING THE PROJECT INTERVENTION
- 3.2. RISKS

4. SCOPE OF THE WORK

- 4.1. GENERAL
- 4.2. SPECIFIC ACTIVITIES
- 4.3. PROJECT MANAGEMENT

5. LOGISTICS AND TIMING

- 5.1. LOCATION
- 5.2. COMMENCEMENT DATE & PERIOD OF IMPLEMENTATION OF TASKS

6. REQUIREMENTS

- 6.1. PERSONNEL
- 6.2. OFFICE ACCOMMODATION
- 6.3. FACILITIES TO BE PROVIDED BY THE CONTRACTOR
- 6.4. EQUIPMENT

7. REPORTS

- 7.1. REPORTING REQUIREMENTS
- 7.2. SUBMISSION & APPROVAL OF REPORTS

8. MONITORING AND EVALUATION

8.1.DEFINITION OF INDICATORS

8.2.SPECIAL REQUIREMENTS

BACKGROUND INFORMATION

1.1 BENEFICIARY COUNTRY

Azerbaijan

1.2 CONTRACTING ORGANIZATION

WWF-Azerbaijan

1.3 RELEVANT COUNTRY BACKGROUND

Climate change has already started to have significant impact on nature and people in Azerbaijan and in the Southern Caucasus – effects that will become even more severe in the future. This will create an extra burden on the development of society in Azerbaijan which still struggle to embark on a more sustainable development path, including eradicating widespread poverty. Climate change also poses an additional risk to the social and economic stability of the region.

Through increasing temperature, decreasing water availability, increased damage from floods and storms, sea level rise and associated coastal erosion, climate change will no doubt put a challenge to the future development in the Southern Caucasus. To reduce impacts will require the enhancement of ecosystem resilience and the introduction of specific climate mitigation/adaptation measures with regard to forest and water management, land use, food production and health.

1.4 CURRENT STATE OF AFFAIRS IN THE RELEVANT SECTOR

In Azerbaijan, natural resources management (*including all aspects of forest management*) falls under the responsibility of the Ministry of Ecology and Natural Resources.

1.5 RELATED PROGRAMMES AND OTHER DONOR ACTIVITIES:

The EU funded regional project “Increasing the resilience of forest ecosystems against climate change in the South Caucasus Countries through forest transformation” strives to feed practical experience into the national and regional adaptation strategies. It is implemented in three Caucasus countries – Armenia, Azerbaijan and Azerbaijan. The action will contribute to implementation of commitments made in the context of the European Neighbourhood Policy (ENP). The EU-Azerbaijan Action Plan for example foresees a specific objective to implement existing national plans and programmes, notably on forest management. Coordination will also be ensured when

appropriate with relevant initiatives and platforms currently under development under the Black sea synergy and the Eastern Partnership. The EC White paper on climate change adaptation highlights the need to mainstream adaptation in external EU policy, notably via forest management. The Project is designed in line with EU climate change approaches under The European Climate Change Programme of 2006. According to the Reporting on the Implementation of the EU Forestry Strategy of 2005, there is an emerging need to evaluate the impacts of climate change on forest ecosystems and to develop measures to adapt to these impacts and that in the future, not only mitigation measures (reduction of greenhouse gases) but also adaptation measures (adaptation of forests to a changed climate) will need to be considered.

OBJECTIVE, PURPOSE & EXPECTED RESULTS

1.6 2.1 OVERALL OBJECTIVE

The overall objective of the Project is to increase the resilience of forest ecosystems in the Southern Caucasus, against climate change impacts and to improve biodiversity and livelihoods of local populations. The overall objective addresses the overarching threat of climate change to biodiversity and to forest ecosystem services which support the livelihoods of rural communities. Those services include protection of soils and water supply and quality, and timber and non-timber forest products. Objectively Verifiable Indicator (OVI) for the overall objective is that: by 2015, relevant national governments will have adopted and started to implement policies that will make forests and the services they provide highly resilient to climate change.

1.7 2.2 PURPOSE

The purpose of this contract is as follows:

- The contractor will transform vulnerable monoculture pine stands into close to nature forests by seeding and planting native tree species in open areas of the pilot sites as well as under the shadow of the existing Pine trees. < >

1.8 2.3 RESULTS TO BE ACHIEVED BY THE CONTRACTOR

- < Two Selected forest stands (150 ha in total) in Azerbaijan vulnerable to climate change have been transformed into highly resilient "close to nature" forest stands.
- < The action will demonstrate at the two pilot sites a variety of silvicultural measures for transforming vulnerable forest stands (pine monocultures) into stands which will be able to withstand the expected impacts of climate change.

ASSUMPTIONS & RISKS

1.9 3.1 ASSUMPTIONS UNDERLYING THE PROJECT INTERVENTION

The only significant precondition, the agreement of the forestry administration (Ministry of Ecology and Natural Resources) is fulfilled.

1.10 3.2 RISKS

Seeds and seedlings of the required origin and adequate quality are not available.

SCOPE OF THE WORK

For more details see also TRANSFORMATION PLAN attached to this tender dossier.

4.1 GENERAL

The contractor transforms vulnerable monoculture pine stands into close to nature forests by seeding and planting native tree species in open areas of the pilot sites as well as under the shadow of the existing Pine trees. The whole working area is fenced.

A detailed work plan for the contractor is provided by WWF-Azerbaijan prior to start of works. The implantation of works is supervised by the national coordinator of the project.

1.10.1 4.1.1 DESCRIPTION OF THE ASSIGNMENT

Site preparation

Parts of the pilot sites require some kind of preparation to improve the conditions for transformation. However, only those measures should be carried out which are essential for the survival of seedlings and seeds. As a general rule, all existing native trees and shrubs should be retained.

Interventions are only necessary to prevent vigorous grass growth, where the existing vegetation would hamper tree regeneration due to competition for water and nutrients. The best method is “spot cleaning” where the vegetation is removed in a small area of approximately 0.6 x 0.6 m immediately before planting.

A detailed work plan which is provided to the contractor by WWF-Azerbaijan indicates areas and scope of site preparation on the pilot sites.

Seeding

Time schedule, distribution of seeding areas and seeding techniques for seeds in total of 2149 kg are determined in the work plan based on the transformation plan provided by WWF-Azerbaijan Project Team.

Planting

The contractor carries out forest planting of 158,810 seedlings distributed on the two selected pilot sites.

Planting is carried out either as full scale planting on open areas, enrichment planting (when there is partly natural regeneration in place) and underplanting of existing pine trees.

Planting is carried out in autumn 2012, early spring 2013 and autumn 2013. Details for the service delivery see *Annex II.1- Delivery and Paymt. Schedule*.

The planting technique to be used is “hole planting” with different types of planting spades or special drilling machines. The Planting technique has to be adapted to respective seedling

conditions (bare root seedling or container seedling). Planting is carried out under supervision of the national coordinator of the project.

Watering

On pilot forest site No. 2 (Yevlakh) the contractor has to assure adequate development of the planted seedlings and seeds by watering in summer season.

Maintenance

In summer of 2013 the contractor removes competing grass cover from the seedlings planted in autumn 2012 and spring 2013. The national coordinator of the project indicates to the contractor where and when weeding is necessary. Weeding has to be conducted at least two times in 2012. The same measure is conducted in case of material seeded in autumn 2012.

Maintenance works also include replanting measures and fence repairing if appropriate.

Other Measures: -Training for local staff of forest administrations and community members (Activities 3.1.1. and 4.2)

The staff and community members receive training in all of the techniques and in the use of all the equipment which is employed during implementation of transformation measures. The training is provided by the contractor under the direction of the national coordinator of the project.

1.10.2 4.1.2 GEOGRAPHICAL AREA TO BE COVERED

Pilot forest site No. 1 involves totally 76.0 ha land and this sections belongs to Aghsu forester of Shamakhi Forest Protection and Restoration. Shamakhi MM and BM are located on the quarter 34 of Aghsu forester according to foresting documents. The mentioned territory wholly belongs to State Forest Fund and is considered as official territory of the Department of Forest Development of the Ministry of Ecology and Natural Resources of the Republic of Azerbaijan.

Pilot Forest Site No. 2 covers the area in total of 75 ha and this plot belongs completely to Yevlakh Forest Protection and Rehabilitation Enterprise, named Chirdikhan forestry. Pilot plot is located in administrative area of Yevlakh region.

1.10.3 4.1.3 TARGET GROUPS

Forest administration, local staff of forest administration and community members.

1.11 4.2 SPECIFIC ACTIVITIES

The specific tasks to be undertaken are described in a detailed work plan to be delivered in October 2012 by WWF-Azerbaijan. This work plan will be based on the Transformation Plan for Azerbaijan (*for more details see Transformation Plan attached to this Tender Dossier*).

1.12 4.3 PROJECT MANAGEMENT

1.12.1 4.3.1 RESPONSIBLE BODY

WWF-Azerbaijan

1.12.2 4.3.2 MANAGEMENT STRUCTURE

WWF PROJECT COUNTRY OFFICE IN Azerbaijan

Project Manager in Azerbaijan (*Permanent Position: Director, WWF-Azerbaijan*)

Project Administrator in Azerbaijan (*Permanent Position: Finance-Admin. Manager, WWF-Azerbaijan*)

Communication Manager in Azerbaijan (*Permanent Position: Communications Officer, WWF-Azerbaijan*)

Azerbaijan Country Coordinator (Staff fully assigned to the project)

REGIONAL STAFF AVAILABLE FOR TECHNICAL ASSISTANCE FOR WWF-Azerbaijan

International Project Advisor (*Permanent Position: Senior Forest Officer, WWF-Caucasus*)

1.12.3 4.3.3 FACILITIES TO BE PROVIDED BY THE CONTRACTING ORGANIZATION

1.12.4 (WWF-AZERBAIJAN PROGRAMME OFFICE) AND/OR OTHER PARTIES

WWF-Azerbaijan can provide the contractor with a limited quantity of planting and seeding equipment.

LOGISTICS AND TIMING

1.13 5.1 LOCATION

Baku – Azerbaijan

1.14 5.2 COMMENCEMENT DATE & PERIOD OF IMPLEMENTATION OF TASKS

The intended commencement date will be not later than October 30, 2012 and the period of implementation of the contract will be 18 months from this date. Please refer to Articles 4 and 5 of the Special Conditions for the actual commencement date and period of implementation.

REQUIREMENTS

1.15 6.1 PERSONNEL

Staff of the contractor will be subject to approval by the Contracting Organization before the start of the implementation. This Terms of Reference contains expert profiles and the tenderer will have to demonstrate in the offer that they have access to experts with the required profiles.

1.15.1 6.1.1 KEY EXPERTS

All staff who have a crucial role in implementing the contract are referred to as key experts. The profiles of the key experts for this contract are as follows:

All staff members of the contractor, who are implementing planting and seeding activities are experienced, well trained and hold adequate professional skills in order to comply with contract requirements according to best practices.

1.15.2 6.1.2 OTHER EXPERTS, SUPPORT STAFF & BACKSTOPPING

Not relevant

1.16 6.2 OFFICE ACCOMMODATION

Not relevant

1.17 6.3 FACILITIES TO BE PROVIDED BY THE CONTRACTOR

The contractor shall ensure that all staff is adequately supported and equipped.

1.18 not relevant

1.19 6.4 EQUIPMENT

No equipment is to be purchased on behalf of the Contracting Organization / beneficiary country as part of this service contract or transferred to the Contracting Organization / beneficiary country at the end of this contract. Any equipment related to this contract which is to be acquired by the beneficiary country must be purchased by means of a separate supply tender procedure.

REPORTS

1.20 7.1 REPORTING REQUIREMENTS

The contractor will provide WWF-Azerbaijan with a work documentation report after completion of planting and seeding works.

1.21 7.2 SUBMISSION & APPROVAL OF REPORTS

The report referred to above must be submitted to the Project Manager identified in the contract. The Project Manager is responsible for approving the reports.

MONITORING AND EVALUATION

1.22 8.1 DEFINITION OF INDICATORS

In early summer 2014 at least 50 % of seeding spots on the pilot sites show adequate number of successfully germinated and healthy plants.

In early summer 2014 average survival rate of seedlings planted in 2012/13 on the two pilot sites is higher than 50%. Minimum survival rate on one pilot site can be 30%.

1.23 8.2 SPECIAL REQUIREMENTS

none

ANNEX III: ORGANISATION & METHODOLOGY

To be completed by the tenderer

RATIONALE

- Any comments on the Terms of reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the contract. An opinion on the key issues related to the achievement of the contract objectives and expected results.
- An explanation of the risks and assumptions affecting the execution of the contract.

STRATEGY

- An outline of the approach proposed for contract implementation.
- A list of the proposed activities considered to be necessary to achieve the contract objectives.
- The related inputs and outputs.
- In the case of a tender being submitted by a consortium, a description of the input from each of the consortium members and the distribution and interaction of tasks and responsibilities between them.
- A description of the support facilities (back-stopping) that the team of experts will have from the contractor during the execution of the contract.
- A description of sub-contracting arrangements foreseen, if any and within the limit indicated in clause 3 of the Instructions to tenderers, with a clear indication of the tasks that will be entrusted to a sub-contractor and a statement by the tenderer guaranteeing the eligibility of any sub-contractor.

TIMETABLE OF ACTIVITIES

- The timing, sequence and duration of the proposed activities, taking into account mobilisation time.
- The identification and timing of major milestones in execution of the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of reference.
- The methodologies contained in the offer should include a workplan indicating the envisaged resources to be mobilised.

LOG FRAME

A Logical framework reflecting the considerations described in items 1 - 3 (see the Project Cycle Management Manual available from the PCM Home page:

http://ec.europa.eu/europeaid/multimedia/publications/publications/manuals-tools/t101_en.htm

ANNEX IV: KEY EXPERTS

Name of expert	Proposed position	Years of experience	Age	Educational background	Specialist areas of knowledge	Experience in beneficiary country	Languages and degree of fluency (VG, G, W)

CURRICULUM VITAE

Proposed role in the project:

Family name:

First names:

Date of birth:

Nationality:

Civil status:

Education:

Institution (Date from - Date to)	Degree(s) or Diploma(s) obtained:

Language skills: Indicate competence on a scale of 1 to 5 (1 - excellent; 5 - basic)

Language	Reading	Speaking	Writing

Membership of professional bodies:

Other skills: (e.g. Computer literacy, etc.)

Present position:

Years within the firm:

Key qualifications: (Relevant to the project)

Specific experience in the region:

Country	Date from - Date to

Professional experience

Date from - Date to	Location	Company & reference person ⁴ (name & contact details)	Position	Description

Other relevant information (e.g., Publications)

⁴ The Contracting Organization reserves the right to contact the reference persons. If you cannot provide reference, please provide a justification.

ANNEX V: BUDGET

Global price:	
EUR	<amount>

C. OTHER DOCUMENTS

C. OTHER DOCUMENTS

OTHER DOCUMENTS - ITEM I (*not applicable*)

Document to be completed by the Contracting Organization (WWF-Azerbaijan) and sent together with the invitations to tender to the entities invited to submit a tender

LIST OF ENTITIES INVITED TO SUBMIT A TENDER

Implementation of Forest Transformation Measures (Silvicultural Operations) in Azerbaijan

for the Project “EU ENRTP Caucasus - Increasing the resilience of forest ecosystems against climate change in the South Caucasus Countries through forest transformation”

C. OTHER DOCUMENTS - ITEM II			
ADMINISTRATIVE COMPLIANCE GRID			
Contract title :	Implementation of Forest Transformation Measures	Reference :	WWF-Azerbaijan-01-ENRTP-2012-SR-CNP

Tender envelope number	Tenderer's name (Leader) (Nationality)	Other members of the consortium if any Name (Nationality)	Within deadline?	Tender submission form duly completed and only 1 tender per tenderer?	Eligible nationality (all parties)?	Tenderer's declaration (signed by each consortium member, if appropriate)?	Language as required?	Economic & financial capacity? (OK/a/b/...) ⁵	Professional capacity? (OK/a/b/...) ²	Technical capacity? (OK/a/b/...) ²	Organisation & methodology exists?	Key experts (list + CVs)?	Key experts are present in only one tender as key experts?	All key experts have signed statements of exclusivity & availability?	Sub-contracting statement acceptable?	Overall decision? (Accept / Reject)

⁵ Enter 'OK' if all criteria have been satisfied, otherwise enter 'a', 'b', 'c', etc to record any criteria which have not been satisfied

Chairperson's name	
Chairperson's signature	
Date	

Tender envelope number	
Tenderer's name (Leader) (Nationality)	
Other members of the consortium if any Name (Nationality)	
Within deadline?	
Tender submission form duly completed and only 1 tender per tenderer?	
Eligible nationality (all parties)?	
Tenderer's declaration (signed by each consortium member, if appropriate)?	
Language as required?	
Economic & financial capacity? (OK/a/b/...) ⁵	
Professional capacity? (OK/a/b/...) ²	
Technical capacity? (OK/a/b/...) ²	
Organisation & methodology exists?	
Key experts (list + CVs)?	
Key experts are present in only one tender as key experts?	
All key experts have signed statements of exclusivity & availability?	
Sub-contracting statement acceptable?	
Overall decision? (Accept / Reject)	

C. OTHER DOCUMENTS - ITEM III	
EVALUATION GRID	(Max points)
Organisation and methodology (Max 50 points)	
Rationale	15
Strategy	15
Timetable of activities	20
Total score for Organisation and methodology	50
Key experts (Max 50 points)	
Qualifications and skills	15
General professional experience	15
Specific professional experience	20
Total score for Key experts	50
Overall Total Score	100

D. SERVICE TENDER SUBMISSION FORM

D. SERVICE TENDER SUBMISSION FORM

Ref: WWF-Azerbaijan-01-ENRTP-2012-SR-CNP

Contract title:

**“Implementation of Forest Transformation Measures (Silvicultural Operations)
in Azerbaijan “**

Lot title: One Lot only

One signed of this tender submission form (including signed statements of exclusivity and availability from all key experts proposed), a completed financial identification form and a completed legal entity file (only for the Leader) as well as declarations from the Leader and all members (in the case of a consortium) must be supplied, together with three copies. 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 Organization 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.

1 SUBMITTED by (i.e. the identity of the Tenderer)

	Name(s) and address(es) of legal entity or entities submitting this tender	Nationality ¹
Leader ²		
Member ²		
Etc ...		

2 CONTACT PERSON (for this tender)

Name	
Organisation	
Address	
Telephone	
Fax	
E-mail	

3 ECONOMIC AND FINANCIAL CAPACITY

Please complete the following table of financial data³ based on your annual accounts and your latest projections. If annual accounts are not yet available for this year or last year, please provide your latest estimates, clearly identifying estimated figures in italics. Figures in all columns must be on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the table). Any clarification or explanation which is judged necessary may also be provided.

Financial data	2 years before last year €	Year before last year €	Last year €	Average ⁴ €	This year €
Annual turnover ⁵ , excluding this contract					
Cash and cash equivalents ⁶ at beginning of year					
Net cash from / (used in) operating, investing & financing activities ⁷ excluding future contracts					
Net forecast cash from/ (used in) future contracts, excluding this contract					
Cash and cash equivalents ⁶ at end of year (i.e., the sum of the above three rows)					

4 STAFF RESOURCES

Please provide the following personnel statistics⁸ for the current year and the two previous years.

Average manpower	Year before last		Last year		This year	
	Overall	Total for fields related to this contract ⁹	Overall	Total for fields related to this contract ⁹	Overall	Total for fields related to this contract ⁹
Permanent staff ¹⁰						
Other staff ¹¹						
Total						
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%

5 FIELDS OF SPECIALISATION

Please use the table below whose objective is to indicate the relevant specialisms related 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 ... ¹²
Relevant specialism 1				
Relevant specialism 2				
Etc ... ¹²				

6 EXPERIENCE

Please complete a table using the format below to summarise the major relevant projects related to this contract carried out in the course of the past 3 years¹³ by the legal entity or entities making this application. The number of references to be provided must not exceed 15 for the entire tender

Ref no (maximum 15)	Project title							
Name of legal entity	Country	Overall project value (EUR) ¹⁴	Proportion carried out by legal entity (%)	No of staff provided	Name of client	Origin of funding	Dates (start/end)	Name of consortium members, if any
...
Detailed description of project						Type of services provided		
...						...		

7 DECLARATION(S)

As part of its tender, each legal entity identified under point 1 of this form, including every consortium member, must submit a signed declaration using the attached format.

FORMAT OF DECLARATION REFERRED TO IN POINT 7 OF THE TENDER SUBMISSION FORM

To be submitted on the headed notepaper of the legal entity concerned

<Date>

<Name and address of the Contracting Organization - see points 8 of the Instruction to tenderers >

Your ref: <reference >

Dear Sir/Madam

TENDERER'S DECLARATION

In response to your letter of invitation to tender for the above contract, we <Name(s) of legal entity or entities> hereby declare that we:

- are submitting this tender < **on an individual basis** * / **as member of the consortium** led by < name of the leader / ourselves > * for this contract. We confirm that we are not participating in any other tender for the same contract, whatever the form of the application (as a member - including leader - in a consortium or as an individual Tenderer);
- are not in any of the situations excluding us from participating in contracts which are listed in **Section 2.3.3 of the Practical Guide to contract procedures for EU external actions**;
- agree to abide by the ethics clauses in **Section 2.4.14 of the Practical Guide to contract procedures for EU external actions** and, in particular, have no conflict of interests or any equivalent relation in that respect with other tenderers in the tender procedure at the time of the submission of this tender;
- < have attached a current list of the enterprises in the same group or network as ourselves / are not part of a group or network> * and have only included data in the application form concerning the resources and experience of our legal entity;
- will inform the Contracting Organization immediately if there is any change in the above circumstances at any stage during the tender procedure or during the implementation of the tasks;
- fully recognise and accept that we may be excluded from tender procedures and contract in accordance with the Section 2.3.4 of the Practical Guide to contract procedures for EC external actions, for a maximum period of 5 years from the date on which the infringement is established and up to 10 years in the event of a repeated offence within the 5 years of the above-mentioned date. Furthermore, we acknowledge that, should we made false declarations, committed substantial errors, irregularities or fraud, we shall also be subject to financial penalties representing 2% to 10% of the total value of the contract being awarded. This rate may be increased to 4% to 20% in the event of a repeat offence within 5 years of the first infringement;

- are aware that, for the purposes of safeguarding the financial interests of the EU, our personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office;

We recognise that our tender and the expert may be excluded should we propose the same key expert as another tenderer or should we propose a key expert who is engaged in an EU/EDF financed project where the input from his/her position in that contract could be required on the same dates as his/her activities under this contract.

[*Delete as applicable]

We understand that if we fail to respond within the delay after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.

Yours faithfully,

<Signature of authorised representative of the legal entity >

< **Name and position of authorised representative of the legal entity** >

8 STATEMENT

I, the undersigned, being the authorised signatory of the above tenderer (including all consortium members, in the case of a consortium), hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender dossier for the tender procedure referred to above. We offer to provide the services requested in the tender dossier on the basis of the following documents, which comprise our Technical offer, and our Financial offer, which is submitted in a separate, sealed envelope:

- ☐ Organisation & Methodology
- ☐ Key experts (comprising a list of the key experts and their CVs)
- ☐ Tenderer's declaration (including one from every consortium member, in the case of a consortium)
- ☐ Statements of exclusivity and availability signed by each of the key experts
- ☐ Completed financial identification form (see Annex VI of the draft contract) providing details of the bank account into which payments under the proposed contract should be made in the event that we are awarded the contract (or the financial identification number or a copy of the financial identification form provided to the Contracting Organization on an earlier occasion, unless a change has occurred in the meantime)
- ☐ Completed legal entity file (or the legal entity number allocated alternatively a copy of the legal entity file provided to the Contracting Organization on an earlier occasion, unless a change in the legal status has occurred in the meantime)
- ☐ 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/consortium is duly authorised to do so.
- ☐ Documentary proof or statements required under the law of the country where we are established (or each of the companies in case of a consortium), to show that we do not fall into any of the exclusion situations listed in section 2.3.3 of the Practical Guide to contract procedures for EU external actions. This evidence or these documents or statements must carry a date, which is not more than 1 year before the date of submission of the tender. In addition, a statement is furnished stating that the situations described in these documents have not changed since then.
- ☐ Documentary evidence of the financial and economic capacity as well as the technical and professional capacity according to the selection criteria specified in the procurement notice and the information provided in this tender form.

[If applicable: We undertake to guarantee the eligibility of the sub-contractor(s) for the parts of the services for which we have stated our intention to sub-contract in the Organisation and Methodology.]

[If the choice is allowed in Section 4.2 of the Instructions to tenderers: We would prefer to receive payments under this contract in euro / <national currency>]

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

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

This tender is subject to acceptance within the validity period stipulated in clause 6 of the Instructions to tenderers. Signed on behalf of the tenderer:

Name	
Signature	
Date	

STATEMENT OF EXCLUSIVITY AND AVAILABILITY⁶

REF: WWF-AZERBAIJAN-01-ENRTP-2012-SR-CNP

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer < tenderer name > in the above-mentioned service tender procedure. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included in the event that this tender is successful, namely:

From	To	Availability
< start of period 1 >	< end of period 1 >	< full time/part time >
< start of period 2 >	< end of period 2 >	< full time/part time >
< etc >		

I confirm that I do not have a confirmed engagement⁷ as key expert in another EU/EDF-funded project or any other professional activity incompatible in terms of capacity and timing with the above engagements.

By making this declaration, I understand that I am not allowed to present myself as an expert to any other tenderer submitting a tender to this tender procedure. I am fully aware that if I do so, I will be excluded from this tender procedure, the tenders will be rejected, and I may also be subject to exclusion from other tender procedures and contracts funded by the EU/EDF.

Additionally I declare that I am not in a situation of conflict of interest or unavailability and commit to inform the tenderer(s) of any change in my situation.

I acknowledge that I have no contractual relations with the Contracting Organization and in case of dispute concerning my contract with the Contractor I shall address myself to the latter and/or to the competent jurisdictions.

[For information I have signed a Statement of Exclusivity and Availability for the following tender:

Tender reference	Submission deadline for the tender	Tendered engagement
< tender reference >	< date >	< full time/part time >
< tender reference >	< date >	< full time/part time >
< etc >		

Should I receive a confirmed engagement I declare that I will accept the first engagement which is offered to me chronologically. Furthermore I will notify the tenderer immediately of my unavailability.
]

⁶ To be completed by all key experts

⁷ The engagement of an expert is confirmed where such expert is committed to work as a key expert under a signed contract financed by the EU general budget or the EDF or where he/she is a key expert in a tender which has received a notification of award. The date of confirmation of the engagement in the latter case is that of the notification of award to the Contractor.

Name	
Signature	
Date	

¹ Country in which the legal entity is registered.

² Add / delete additional lines for consortium members as appropriate. **Note** that a sub-contractor is not considered to be a consortium member for the purposes of this application form. Subsequently, the data of the subcontractor must not appear in the data related to the economic, financial and professional capacity. If this application is being submitted by an individual legal entity, the name of that legal entity should be entered as 'Leader' (and all other lines should be deleted).

³ if this tender is being submitted by a consortium please add lines as required and indicate to which entity the data belongs. Last year = last accounting year for entity

⁴ Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

⁵ 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.

⁶ Cash and cash equivalents comprise cash on hand and demand deposits, together with short-term, highly liquid investments that are readily convertible to a known amount of cash, and that are subject to an insignificant risk of changes in value. An investment normally meets the definition of a cash equivalent when it has a maturity of three months or less from the date of acquisition. Equity investments are normally excluded, unless they are in substance a cash equivalent (e.g. preferred shares acquired within three months of their specified redemption date). Bank overdrafts which are repayable on demand and which form an integral part of an enterprise's cash management are also included as a component of cash and cash equivalents.

⁷ Operating activities are the main revenue-producing activities of the enterprise that are not investing or financing activities, so operating cash flows include cash received from customers and cash paid to suppliers and employees. Investing activities are the acquisition and disposal of long-term assets and other investments that are not considered to be cash equivalents. Financing activities are activities that alter the equity capital and borrowing structure of the enterprise. Interest and dividends received and paid may be classified as operating, investing, or financing cash flows, provided that they are classified consistently from period to period. Cash flows arising from taxes on income are normally classified as operating, unless they can be specifically identified with financing or investing activities.

⁸ if this tender is being submitted by a consortium, please add lines as required and indicate to which entity the data belongs.

⁹ corresponding to the relevant specialisms identified in point 5 below.

¹⁰ staff directly employed by the Tenderer on a permanent basis (i.e., under indefinite contracts).

¹¹ other staff not directly employed by the Tenderer on a permanent basis (i.e., under fixed-term contracts).

¹² 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).

¹³ In the case of framework contracts (without contractual value), only specific contracts corresponding to assignments implemented under such framework contracts shall be considered.

¹⁴ Effect of inflation will not be taken into account.