



SUPPLY PROCUREMENT NOTICE

Supply of Fencing Materials and Installation of Fence 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”

1. Publication reference

WWF-Azerbaijan-02-ENRTP-2012-SP-OL

2. Procedure

Open Local

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. Description of the contract

The subject of the contract is the supply and installation and warranty period
of:

Supply and Installation of Fencing Material

and divided into 2 (Two) Lots as per Article 7 of this Procurement Notice

7.1 Number and Title for Lot 1:

Lot 1: Supply of Fencing Material

**to be delivered on the basis DDU/ Delivery Duty Unpaid
to Selected 2 Pilot Forest Sites in Azerbaijan**

and addressed to WWF-Azerbaijan.

**The Quantities to be delivered are shown in
Annex IV - Budget Breakdown.**

NOTE : 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 description of locations of the selected pilot forest sites already agreed with the relevant Forest Protection and Restoration Enterprises 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

7.2 Number and Title for Lot 2:

Lot 2: Installation of Fencing Materials

to be installed in the Selected 2 Pilot Forest Sites in Azerbaijan

and addressed to WWF-Azerbaijan.

NOTE : Location, Area, Land Parcels and Estimated Fencing Perimeter of the 2 Pilot Forest Sites :

Pilot Forest Site N1 – “AGSU” in Shamalkhi District (Azerbaijan) with total area of 75 ha (consisted of one isolated land plot) 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) with total area of 75 ha (consisted of two isolated land plots) 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 description of locations of the selected pilot forest sites already agreed with the relevant 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

Installation of fencing material (fencing) shall cover perimeter of estimated 12 km for the above two pilot forest sites consisted in total of 3 isolated land plots.

**The Quantities to be delivered are shown in
Annex IV - Budget Breakdown.**

TERMS OF PARTICIPATION

8. Eligibility and rules of origin

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).

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

9. Grounds for exclusion

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

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

10. Number of tenders

Tenderers may submit only one tender per lot. Tenders for parts of a lot will not be considered. 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. Tenderer may not submit a tender for a variant solution in addition to their tender for the supplies required in the tender dossier..

11. Tender guarantee

Not required

12. Performance guarantee

Not required

13. Information meeting and/or site visit

No information meeting are foreseen as the natures of the items are simple

14. Tender validity

Tenders must remain valid for a period of 90 days after the deadline for submission of tenders.

15. Period of implementation of tasks

Lot 1 - 45 calendar days from the day after the last signature of the contract until the provisional acceptance.

Lot 2 – 90 calendar days from the day after the last signature of the contract until the provisional acceptance.

SELECTION AND AWARD CRITERIA

16. Selection criteria

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

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

The 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 Supply 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 Supply 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 the supply and installation of fencing material concerned by the tender.

17. Award criteria

The sole award criterion will be the price.

TENDERING

18. How to obtain the tender dossier

The tender dossier is available from the following Internet addresses:

WWF website:

[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 Supply 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:

nabdulova@wwfcaucasus.az

Tel/Fax: +994 12 5385316

(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 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.

19. 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 18 June 2012

Any tender received after this deadline will not be considered

20. Tender opening session

16:00 Local Time on 18 June 2012

at WWF-Azerbaijan, M.Mushfig Str., Blok 501, 2K, Baku AZ1073, Azerbaijan

21. Language of the procedure

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

22. 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 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
(*Budget Lines: # 3.5.3 Supply Fencing Material - Azerbaijan and # 6.1.2 Installation of Fencing Materials - Azerbaijan*)

INVITATION TO TENDER

**Our ref.: Publication reference :
WWF-Azerbaijan-02-ENRTP-2012-SP-OL**

SUBJECT:

**INVITATION TO TENDER FOR THE
SUPPLY OF FENCING MATERIALS AND INSTALLATION OF FENCE**

For the Project:

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

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

- A. INSTRUCTIONS TO TENDERERS**
- B. DRAFT CONTRACT AND SPECIAL CONDITIONS, INCLUDING ANNEXES**
 - DRAFT CONTRACT*
 - SPECIAL CONDITIONS*
 - ANNEX I GENERAL CONDITIONS*
 - ANNEX II +III TECHNICAL SPECIFICATIONS + TECHNICAL OFFER*
 - ANNEX IV BUDGET BREAKDOWN*
 - ANNEX V FORMS*
- C. FURTHER INFORMATION**
 - ADMINISTRATIVE COMPLIANCE GRID*
 - EVALUATION GRID*
- D. TENDER FORM FOR A SUPPLY CONTRAC**

For full information about procurement procedures please consult the Practical Guide to contract procedures for EC external actions and its annexes, which can be downloaded from the following web page: http://ec.europa.eu/europeaid/work/procedures/index_en.htm.

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

Yours sincerely,

**Nargiz Abdulova
Authorised Officer
WWF-Azerbaijan**

TENDER DOSSIER

A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: WWF-Azerbaijan-02-ENRTP-2012-SP-OL

In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever its own conditions of sale may be, which it hereby waives. 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 reservation in the tender as regards the tender dossier; any reservation 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 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 Supplies to be provided

- 1.1 The subject of the contract is the supply, manufacture, installation and warranty period by the Contractor of the following goods:

Supply and Installation of Fencing Materials

in 2 (**Two**) Lots as follows:

Lot 1: Supply of Fencing Material

**to be delivered on the basis DDU/ Delivery Duty Unpaid
to Selected 2 Pilot Forest Sites in Azerbaijan**

and addressed to WWF-Azerbaijan.

**The Quantities to be delivered are shown in
Annex IV - Budget Breakdown.**

NOTE : 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 description of locations of the selected pilot forest sites already agreed with the relevant Forest Protection and Restoration Enterprises are available at the following web-pages:

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

For the Pilot Forest Site N2 :

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

Lot 2: Installation of Fencing Materials

to be installed in the Selected 2 Pilot Forest Sites in Azerbaijan

and addressed to WWF-Azerbaijan.

NOTE : Location, Area, Land Parcels and Estimated Fencing Perimeter of the 2 Pilot Forest Sites :

Pilot Forest Site N1 – “AGSU” in Shamalkhi District (Azerbaijan) with total area of 75 ha (consisted of one isolated land plot) 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) with total area of 75 ha (consisted of two isolated land plots) 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.

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Installation of fencing material (fencing) shall cover perimeter of estimated 12 km for the above two pilot forest sites consisted in total of 3 isolated land plots.

The Quantities to be delivered are shown in
Annex IV - Budget Breakdown.

For Lot 1: within 45 calendar days from the day after the last signature of the contract until the Provisional Acceptance, in accordance with point 15 of the Procurement Notice.

For Lot 2: within 90 calendar days from the day after the last signature of the contract until the Provisional Acceptance, in accordance with Point 15 of the Procurement Notice

1.2 The supplies must comply fully with the technical specifications set out in the tender dossier (technical annexes) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.

1.3 Supply of Spare Parts and Consumables - **Not applicable**

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

2 Timetable

	DATE	TIME*
Deadline for request for any clarifications from the Contracting Organization	28.05.2012	17:00 Hrs. Local time
Last date on which clarifications are issued by the Contracting Organization	07.06.2012	17:00 Hrs. Local time
Deadline for submission of tenders	18.06.2012	15:00 Hrs. Local Time
Tender opening session	18.06.2012	16:00 Hrs. Local Time
Notification of award to the successful tenderer	June 2012	-
Signature of the contract	June 2012	-

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

⊗ Provisional date

3 Participation

3.1 Participation in tendering 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.

All works, supplies and services must originate in one or more of these countries. 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.

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

3.3 These rules apply to:

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

3.4 Natural persons, companies or undertakings falling into a situation set out in section 2.3.3 of the Practical Guide to contract procedures for EU external actions are excluded from participation in and the award of contracts. Tenderers must provide declarations to the effect that they are not in any of these exclusion situations. The declarations must cover all the members of a joint venture/consortium. Tenderers who have been guilty of making false declarations may also incur financial penalties and exclusion in accordance with section 2.3.4 of the Practical Guide.

The exclusion situation referred to above also applies to any subcontractor. Whenever requested by the Contracting Organization, the tenderer/contractor shall submit a declaration from the intended subcontractor that it is not in one of the exclusion situations. In case of doubt on this declaration of honour, the Contracting Organization will request documentary evidence that the sub-contractor is not in a situation of exclusion.

3.5 To be eligible for participation in this tender procedure, tenderers must prove to the satisfaction of the Contracting Organization that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.

3.6 If the offer includes subcontracting, it is recommended that the contractual arrangements between the tenderer and its subcontractors include mediation, according to national and international practices, as a method of dispute resolution.

4 Origin

4.1 Unless otherwise provided in the contract all goods purchased must originate:

- 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, or a country covered by **the EU ENRTP** programme including Grant Contract: DCI-ENV/2010/221391 – EuropeAid/128320/C/ACT/Multi

For these purposes, "origin" means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable.

4.2 When submitting its tender, the tenderer must state expressly that all the goods meet the requirements concerning origin and must state the countries of origin. It may be asked to provide additional information in this connection.

5 Type of contract

5.1 For Lot 1 - Unit - Price

5.2 For Lot 2 - Lumpsum Price

6 Currency

6.1 Tenders must be presented in EURO currency.

7 Lots

7.1 The tenderer may submit a tender for one lot only 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 for part of the quantities required be taken into consideration.

If the tenderer is awarded more than one lot, a single contract may be concluded covering all those lots.

7.3 A tender may include in its tender the overall discount it would grant in the event of some 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 Organisation may select the most favourable overall solution after taking account of any discounts offered.

8 Period of validity

8.1 Tenderers shall 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 Organization 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.

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 irrespective of the date of notification.

9 Language of offers

9.1 The offers, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Organization must be written in the language of the procedure which is English.

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

10 Submission of tenders

10.1 Tenders must be received 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:

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

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

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

Opening Hours: Mo-Fr : 09:00-18:00h

Tenders must comply with the following conditions:

10.2 All tenders must be submitted in one original, marked “original”, and 3 copies signed in the same way as the original and marked “copy”.

10.3 All tenders must be received at:

Nargiz Abdulova, Authorised Officer
WWF-Azerbaijan
M.Mushfig Str., Blok 501, 2K
Baku AZ1073, Azerbaijan

before the deadline

18 June 2012 - 15:00 Hrs A.M (LOCAL TIME)

by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by the Contracting Organization (*Authorised Officer*) or its representative.

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

- a) the above address;
- b) the reference code of this tender procedure,
(i.e., Publication Reference: **WWF-Azerbaijan-02-ENRTP-2012-SP-OL**);

- c) where applicable, the number of the lot(s) tendered for;
- d) the words “Not to be opened before the tender opening session” in the language of the tender dossier;
- e) the name of the tenderer.

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

11 Content of tenders

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;
- List of Spare parts and consumables - **Not applicable**
- a proposal for after-sales service: **Not applicable**

The technical offer should be presented as per template (annex II+III*, the contractor’s technical offer) completed when and if necessary by separate sheets for details.

Part 2: Financial offer:

- A financial offer calculated for the supplies tendered, including if applicable;
- financial proposal for spare parts and consumables - **Not applicable**
- financial proposal for after-sales: **Not applicable**

This financial offer should be presented as per template (annex IV*, budget breakdown), and if necessary completed by separate sheets for the details.

- An electronic version of the financial offer

Part 3: Documentation:

To be supplied following templates in annex V* :

- The tender guarantee as indicated in point 11 of the Procurement Notice “**Not Applicable**”;
- The “Tender Form for a Supply Contract”, duly completed, which includes the tenderer’s declaration, point 7, (from each member if a consortium):

* Annex/es to the draft Contract - see in Part B (B. DRAFT CONTRACT AND SPECIAL CONDITIONS, INCLUDING ANNEXES)

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- The details of the bank account into which payments should be made (financial identification form) (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.)
- 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 sheet and its supporting documents either its legal entity number or a copy of the legal entity sheet provided on that occasion, unless a change in its legal status occurred in the meantime.)

The Bank Account 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 : [c4o3_lefcompany_en.pdf](#)

Legal Entity File for individuals : [c4o2_lefind_en.pdf](#)

LegalEntity File for public bodies : [c4o4_lefpublic_en.pdf](#)

Bank account notification form : [c4o1_fif_en.pdf](#)

To be supplied on free formats:

- 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/consortium is duly authorised to do so.
- Income and Expenditure Statements of the operation of the Tenderer for the past three (3) financial years.
- A list of similar supply contracts completed in the past three (3) years must be provided at the time of tendering along with the evidence of successful completion.

Remarks:

Tenderers are requested to follow this order of presentation.

Annex I to V* refers to templates attached to the tender dossier. These templates are also available on:

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

* Annexes to the draft Contract - see in Part B (B. DRAFT CONTRACT AND SPECIAL CONDITIONS, INCLUDING ANNEXES)

12. Taxes and other charges

Lot 1: The goods under this Tender Dossier are to be delivered on the basis DDU/Delivery Duty Unpaid to specified locations (*selected pilot forest sites*) in Azerbaijan (*not including VAT, customs, import and other taxes and fees*)

Lot 2: Lumpsum Price (without Value added Tax - VAT)

13. Additional information before the deadline for submission of tenders

The tender dossier should be clear enough to preclude the need for tenderers to request additional information during the procedure. If the Contracting Organization, either on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, it must send such information in writing to all other prospective tenderers at the same time.

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 no. **WWF-Azerbaijan-02-ENRTP-2012-SP-OL**

and

the contract title: **Supply of Fencing Materials and Installation of Fence in Azerbaijan**

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

The WWF-Azerbaijan has no obligation to provide clarifications after this date.

Any clarification of the tender dossier will be published on the following website:

WWF website:

http://wwf.panda.org/what_we_do/where_we_work/black_sea_basin/caucasus/project/s/eu_enrtp_caucasus/tenders_announcements/

at the latest 11 days before the deadline for submission of tenders.

Any prospective tenderers seeking to arrange individual meetings with either the Contracting Organization during the tender period may be excluded from the tender procedure.

14 Clarification meeting / site visit

14.1 No clarification meeting / site visit planned.

15 Alteration or withdrawal of tenders

15.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 10.1. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

15.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 10. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.

15.3 No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 10.1 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

16 Costs of preparing tenders

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

17 Ownership of tenders

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

18 Joint venture or consortium

18.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be single 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 consent in writing of the Contracting Organization.

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 Organization in accordance with point 11 of these Instructions to Tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required under Article 3.5 as if it, itself, were the tenderer.

19 Opening of tenders

19.1 The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents have been properly included and whether the tenders are generally in order.

19.2 The tenders will be opened :

on 18 June 2012 at 16:00 Hrs. A. M. (LOCAL TIME)

at

**WWF-Azerbaijan
M.Mushfig Str., Blok 501, 2K
Baku AZ1073, Azerbaijan**

by the Evaluation Committee appointed in advance for the purpose. The Evaluation Committee will draw up minutes of the meeting, which will be available on request.

19.3 At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if required) and such other information as the Contracting Organization 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 a tenderer to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Organization in its decision concerning the award of the contract will result in the immediate rejection of its tender.

19.6 All tenders received after the deadline for submission specified in the procurement notice or these instructions will be kept by the Contracting Organization.. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

20. Evaluation of tenders

20.1 Examination of the administrative conformity of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the Contracting Organization 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 Procurement Notice point 16) are to be evaluated at the start of this stage.

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

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

20.4 Financial evaluation

- a) Tenders found to be technically compliant shall 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.

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.

21. Signature of the contract and performance guarantee

21.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Before the Contracting Organization signs the contract with the successful tenderer, the successful tenderer must provide the **documentary proof** or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is established, to show that it does not fall into 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 cannot be more than 1 year before the date of submission of the tender. In addition, a statement shall be furnished stating that the situations described in these documents have not changed since then.

21.2 The successful tenderer shall also provide evidence of the financial and economic standing and the technical and professional capacity according to the selection criteria for this call for tender specified in the procurement notice, point 16. The documentary proofs required are listed in point 2.4.11 of the Practical Guide to contract procedures for EU external actions.

21.3 If the successful tenderer fails to provide the documentary proof or statement or the evidence of the financial and economic standing and the 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 Organization may award the tender to the next lowest tenderer or cancel the tender procedure.

21.4 The Contracting Organization reserves the right to vary the quantities specified for the lot 1 within a range of 100%. The total value of the supplies may not rise or fall as a result of the variation in the quantities by more than 25 % of the tender price at the time of contracting and during the validity of the contract. The unit prices used in the tender shall be applicable to the quantities procured under the variation.

21.5 Within 30 days of receipt of the contract already signed by the Contracting Organization, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable), to the Contracting Organization. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.

21.6 If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the Contracting Organization may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Organization'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 Organization.

21.7 The performance guarantee referred to in the General Conditions is set at –

Not Applicable

(as mentioned under Article 12 of the supply procurement notice) - 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 Organization, except for the proportion assigned to after-sales service.

22. Tender guarantee (Not Applicable)

23 Ethics clauses

23.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Organization during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its candidacy or tender and may result in administrative penalties.

23.2 Without the Contracting Organization's prior written authorisation, a Contractor and its staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.

23.3 When putting forward a candidacy or tender, the candidate or tenderer shall declare that it is affected by no conflict of interest and has no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Organization.

23.4 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. It shall refrain from making public statements about the project or services without the Contracting Organization's prior approval. It may not commit the Contracting Organization in any way without its prior written consent.

23.5 For the duration of the contract the Contractor and its staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular and in accordance with the legal basic act concerned, tenderers who have been awarded

contracts shall respect core labour standards as defined in the relevant International Labour Organisation conventions (such as the Conventions on freedom of association and collective bargaining; Abolition of forced and compulsory labour; Elimination of forced and compulsory labour; Abolition of child labour).

23.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Organization.

23.7 The Contractor and its staff shall be obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor shall be confidential.

23.8 The contract shall govern the Contracting Parties' use of all reports and documents drawn up, received or presented by them during the implementation of the contract.

23.9 The Contractor shall refrain from any relationship likely to compromise its independence or that of its staff. If the Contractor ceases to be independent, the Contracting Organization may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.

23.10 The Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Organization fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Organization.

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

23.12 The Contractor undertakes to supply the Commission on request with all supporting documents relating to the conditions of the contract's execution. The Commission may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

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

23.14 The Contracting Organization 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.

24 Cancellation of the tender procedure

In the event of a tender procedure's cancellation, tenderers will be notified by the Contracting Organization. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

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

25 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.

26 Data Protection - (Not applicable as Decentralised Procedure)

27 Early Warning System and Central Exclusion Database (Not applicable as Decentralised Procedure)

B. DRAFT CONTRACT AND SPECIAL CONDITIONS, INCLUDING ANNEXES

DRAFT CONTRACT

SUPPLY CONTRACT

No. WWF-Azerbaijan-02-ENRTP-2012-SP-OL

FINANCED FROM THE EU GRANT CONTRACT

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

WWF-Azerbaijan
M.Mushfig Str., Blok 501, 2K
0193 Baku
Azerbaijan
Tel/Fax: +994 12 5385316

www.panda.org/caucasus

("The Contracting Organization"),

of the one part,

and

<Full official name of 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:

³ Where applicable, the contracting party must show the registered or passport or equivalent document - number

Contract title:

Supply of Fencing Materials and Installation of Fence in Azerbaijan

Identification number: WWF-Azerbaijan-02-ENRTP-2012-SP-OL

Article 1 Subject

1.1 The subject of the contract shall be the supply, manufacture, installation and warranty period of the following supplies:

Supply and Installation of Fencing Materials

in **2 (two) Lots**

Lot 1 – Supply of Fencing Material

Lot 2 – Installation of Fencing Materials

The place of acceptance of the supplies of Fencing Material under Lot 1 shall be the WWF Office in Azerbaijan (WWF-Azerbaijan), the time limits for delivery shall be **45 calendar days from the last contract signature**.

The place of acceptance of the Installation of Fencing Material under Lot 2 shall be **90 calendar days from the last contract signature**.

The implementation period of tasks shall run from the date of signature of the contract by both parties to the date for provisional acceptance.

1.2 The Contractor shall comply strictly with the terms of the Special Conditions and the Technical Annexes II and III of this Contract.

1.3 Supply of Spare Parts and Consumables - **Not applicable**

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.

Article 3 Price

- 3.1 The price shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract price shall be Euros (without VAT and if imported without VAT, customs, import and other taxes and fees).
- 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, if any;
- 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

- 5.1 not applicable

Article 6

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

For the Contractor

Name:

Title:

Signature:

**For the Contracting Organization
WWF-Azerbaijan**

Name:

Title: Director

Signature:

Name:

Title: Financial Manager

Signature:

SPECIAL CONDITIONS

INTEGRAL PART OF THE SUPPLY CONTRACT NO. WWF-Azerbaijan-02-ENRTP-2012-SP-OL

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 competent European Commission departments, other clauses may be introduced to cover specific situations.

Article 2 Law applicable

- 2.1 The law of the Azerbaijan shall apply in all matters not covered by the provisions of the contract.
- 2.2 The language used shall be English.

Article 4 Communications

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

Ms/Mr. Director and
Ms/Mr. Financial Manager
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:

.....@wwf.caucasus.az

.....@wwf.caucasus.az

Tel/Fax: +994 12 5385316

Article 7 Supply of documents

The Contractor shall supply with the equipment and supplies that are the subject of the contract, all necessary operation manuals, users' guide, including routine operation and maintenance instructions in English language - if applicable.

Article 8 Assistance with local regulations

Not applicable.

Article 9 The Contractor's obligations with regard to visibility actions

Not applicable.

Article 10 Origin

10.1 All goods purchased must originate 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

a country covered by the EU ENRTP programme.

For these purposes, "origin" means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable.

No derogation is granted.

Article 11 Performance guarantee

According to Article 12 of the Supply Procurement Note: **Not Applicable**

Article 12 Insurance

The Contractor shall bear all risks including insurances and transportation which shall be borne by the Contractor until the provisional acceptance.

Article 13 Programme of implementation of the tasks (timetable)

The supplies must be delivered ready for acceptance at the relevant addresses detailed in the Instructions to Tenderers or the distribution schedules appended to the contract.

The delivery of supplies must be completed within **45 calendar days** starting from the date of signature of the last contract **and applies for Lot 1, for Lot 2 applies 90 calendar days.**

The Contractor shall be responsible for unpacking of the goods at the locations specified in the Instructions to Tenderers or the distribution schedules ready for inspection within 5 calendar days following completion of the delivery of the supplies.

Inspection shall be completed within 5 calendar days after the supplies being ready for inspection.

Provisional Acceptance Documentation shall take place within 15 calendar days following completion of the inspection.

Contracting Organization will issue the Provisional Acceptance within 30 calendar days from the date of receiving the provisional acceptance request, with supporting documents, from the contractor.

The warranty period will commence immediately on issue of the provisional acceptance certificate by the Contracting Organization.

Final Acceptance shall take place upon expiry of the warranty period.

Article 14 Contractor's drawings

No drawings are required.

Article 15 Tender prices

Without prejudice to Article 15 of the General Conditions, the supplies, as itemised, and the overall prices include the full cost of packing, insurance, transportation and delivery of the supplies to the specified destinations, including any copy rights, or patent rights or licence, warranty materials and user guides and manuals.

Article 17 Patents and licences

In addition to the provisions of Article 17 of the General Conditions the Contractor shall indemnify the Contracting Organization against any claim resulting from the use, as specified in the Contract, of patents, licences, drawings, models or branded trade marks. All software included pre installed must be accompanied by the Licence agreement number and original manuals. The relevant costs must be included in the prices.

No derogation has been granted.

Article 18 Commencement order

- 18.1 The commencement date for performance of the contract shall be the date on which the last contract is signed by both parties.

Article 19 Period of Implementation of the tasks

- 19.1 Supplies (Lot 1) and Installation (Lot 2) must be delivered within **45 and 90 calendar days** of the signature of the last Contract by both Parties. The 1 (one) year warranty period will commence on Provisional Acceptance of the supplies.

Article 22 Variations

The Contracting Organization reserves the right, to vary the quantities specified for Lot No. 1 at the time of contracting and during the validity of the contract within a range of +/- 100%. The total value of the supplies may not rise or fall as a result of the variation in the quantities by more than 25% of the tender price. The unit prices used in the tender shall be applicable to the quantities procured under the variation.

Article 24 Quality of supplies

In addition to the general provisions of this article in the General Conditions, the supplies purchased under this Contract shall conform to the standards mentioned in the Technical Specifications.

Article 25 Inspection and testing

The inspection in accordance with Article 25 of the General Conditions and prior to the provisional acceptance will take place at the relevant sites detailed in the distribution and installation schedules respectively Instructions to Tenderers.

During the inspection the quantities and physical condition of the supplies and the inclusion of relevant documentation, manuals and guides shall be verified.

The Contractor will advise the Contracting Organization of the expected delivery and intallation schedules no later than one month before the expected delivery date.

Article 26 Methods of payment

26.1 Payments shall be made in Euro.

Payments shall be made by the Contracting Organization.

In order to obtain payments, the Contractor must forward to the Contracting Organization referred to in paragraph 26.1 above:

For Lot 1 and Lot 2

a)

For the 60% pre-financing a payment request.

b)

For the 40 % balance, the invoice(s) in triplicate following provisional acceptance of the supplies.

26.9 **Price revision**

The price referred to in Article 3.1 of the contract shall be the sole remuneration owed by the Contracting Organization to the Contractor under the contract. It shall be firm and shall not be subject to revision.

Article 29 Delivery

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

29.2 The Contractor is responsible for ensuring that the packing is appropriate and adequate to protect the supplies.

29.3 The packaging shall become the property of the recipient subject to respect for the environment.

29.5/6 Delivery of the supplies and equipment shall be accompanied by a delivery note showing the contract reference number **WWF-Azerbaijan-02-ENRTP-2012-SP-OL**

The supply shall include all necessary documents as specified herein, in the specified language, such as user guides, operating and maintenance manuals; material, conformity, test and origin certificates, packing lists and others as necessary and appropriate.

All packages must be clearly marked as follows:

Publication reference: WWF-Azerbaijan-02-ENRTP-2012-SP-OL

Supply contract:

Lot number:

Case number of

Net weight:

Gross weight:

Dimensions of case/package:

Supply address:

The destination of the consignment, crate identification, etc. shall be clearly indicated with indelible paint on the external surface of the adjacent faces of each case or package.

Each crate and packing case shall be clearly marked

“Handle with Care”

“Right Side Up”

with the appropriate international symbols relating to transportation, loading, unloading, etc. on all sides.

Where crates and packing cases include waterproof barriers, packages shall be clearly marked in indelible red paint on all faces

“DO NOT OPEN”

“WATERPROOF BARRIER”

All crates and packing cases that exceed three (3) tons in weight and one (1) meter in height must clearly show, in indelible paint, the centre of gravity position, marked by “O” and the block letters “CG”

Article 31 Provisional acceptance

- 31.1 The Certificate of Provisional Acceptance must be issued using the template in Annex C11. and which can be downloaded from the following EU website:

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

- 31.2 The supplies shall be taken over by the Contracting Organization when they have been delivered in accordance with the contract, have satisfactorily passed the required tests, or have been commissioned as the case may be, and a certificate of provisional acceptance has been issued or is deemed to have been issued.

The installation (fence) shall be taken over by the Contracting Organization when they have been delivered in accordance with the contract, have satisfactorily passed the required tests, or have been commissioned as the case may be, and a certificate of provisional acceptance has been issued or is deemed to have been issued.

- 31.3 Provisional Acceptance will be certified by the issue of a receipts verifying that the supplies have been received by the receiver (WWF-Azerbaijan) in an undamaged condition at the respective specified delivery destination.

Provisional Acceptance will be certified by the issue of a receipts verifying that the installation (fence) have been installed according to technical specification in proper condition at the respective specified destination (site).

31.4 Definitions:

The **Contracting Organization** means the **WWF-Azerbaijan**.

For the supplies - the **Provisional Acceptance Official** means the official designated from the Contracting Organization to issue the Provisional Acceptance. (Country Coordinator in Azerbaijan for the Project DCI ENV/2010/221391).

For the supplies - The **Provisional Acceptance Inspection** means and includes the prescribed verifications and tests organized by the by the receiver (WWF-Azerbaijan) on the supplies delivered at the points of destinations (sites).

For the installation (fencing) - the **Provisional Acceptance Official** means the officials designated from the Contracting Organization to issue the Provisional Acceptance (Country Coordinator in Azerbaijan for the Project DCI ENV/2010/221391 and International Adviser for the Project DCI ENV/2010/221391).

For the installation (fencing) - The **Provisional Acceptance Inspection** means and includes the prescribed verifications and tests organized by the by the receiver (WWF-Azerbaijan) on the installation (fence) installed at the points of destinations (sites).

31.5 Responsibilities:

The **Contractor** shall inform the **Contracting Organization (WWF-Azerbaijan)** that supplies/installed fences are ready for Provisional Acceptance.

The receiver WWF-Azerbaijan, is conducting the Provisional Acceptance Inspection including Provisional Acceptance Procedure within a maximum of 30 days as set out in Article 13 of the Special Conditions and Clause 31.4 of the General Conditions.

--after delivery of the supplies/installation of fence to be ready for inspection within 5 calendar days

---Inspection to be done within 5 calendar days from the date of being ready for inspection

---Provisional Acceptance Documentation to be completed within 15 calendar days following completion of inspection.

After receiving a document on **Provisional Acceptance Inspection**, the **Contracting Organization** shall issue within 5 calendar days the Provisional Acceptance Certificate to the Contractor or reject the Provisional Acceptance.

However and in any case it has to be noted the whole process of the Provisional Acceptance Procedure shall be completed within a period of 30 days as mentioned in Clause 31.4 of the General Conditions.

If the **Contracting Organization** fails either to issue the Certificate of Provisional Acceptance or to reject the supplies within the period of 30 days, the Contracting Organization shall be deemed to have issued the Certificate on the last day of that period, except where the certificate of Provisional Acceptance is deemed to constitute a certificate of final acceptance.

The duty of care passes from the contractor to the **Contracting Organization** as soon as the items have been accepted by the **Contracting Organization** upon issuance of the Provisional Acceptance Certificate.

31.5 Documentation:

Provisional Acceptance Official designated to conduct the Provisional Acceptance Inspection will be issued with the following documentation

to be provided by the Contractor:

- a copy of the contractors contract
- the contractors tender with technical annexes and supporting technical brochures for each item being supplied
- the bill of quantity of items to be supplied to each delivery point
- the Certificate of Origin for each item delivered
- a copy of the consignment packing list.
- a copy of the Insurance Document

31.7 In case of partial delivery/installation of fence, the Contracting Organization reserves the right to give partial provisional acceptance.

31.8.1 A separate Provisional Acceptance is to be completed for each type of items and and for each fenced site inspected.

31.8.2 (not applicable)

31.8.3 (not applicable)

31.9 Items which shall be delivered without installation will be checked by the recipient at the point of delivery (e.g. functioning and accessories).

31.10 Upon provisional acceptance of the supplies/installation of fence, the Contractor shall dismantle and remove temporary structures and materials no longer required for use in connection with the implementation of the contract. He shall also remove any litter or obstruction and redress any change in the condition of the place of acceptance as required by the contract.

31.11 Provisions are also to be made by the contractor for company officials to be present during delivery, i.e. during opening, unloading, transporting and closing of the packages after inspection and during inspection acceptance.

Article 32 Warranty

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

The Contractor shall warrant that none of the fence installations have any defect arising from design, materials or workmanship. This warranty shall remain valid for a maximum of one year after provisional acceptance.

Article 33 After-sales service

Not applicable

Article 40 Amicable settlement of disputes

- 40.1 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Azerbaijan.

ANNEX I - GENERAL CONDITIONS

**FOR SUPPLY 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

ANNEX II - TECHNICAL SPECIFICATION

General Instructions for Technical Specifications

1. General Instructions

Description of the work

- 1.1.1 The subject of the contract is the manufacture, delivery, installation and warranty period by the Contractor in 2 Lots of the following goods:

**LOT 1 - Supply of Fencing Material
and
LOT 2 - Installation of Fencing Material**

and – for the lot 1 within 45 calendar days and for lot 2 within 90 calendar days after the award of the last contract.

- 1.1.2 The tenderer should ensure that the functions and features of the supplies and installations (fences) meet the listed minimum conditions.

1.2. Technical Requirements

- 1.2.1. As appropriate all the supplies in **Lot 1 and Lot 2** shall be provided complete with the necessary accessories and/or parts such as to ensure that the unit is capable of operating to the required technical and quality specifications. All Technical Specifications provided for the various supplies are minimum requirements, Contractors are expected to offer current models which may exceed the requirements or have additional features not specified.
- 1.2.2. The supplies are to be delivered in accordance with the notes in the Technical Specifications.
- 1.2.3. (not applicable)
- 1.2.4. The supplies provided should not be hybrids and should be a registered brand name.
- 1.2.5. (not applicable)
- 1.2.6. All supplies must be suitable for operation in the climatic conditions in Azerbaijan.
- 1.2.7. All supplies conforming to the necessary CE regulation/norm and/or equivalent as detailed in the individual Technical Specifications must carry a suitable badge/mark of conformity, permanently fixed to the item.
- 1.2.8. Wherever a product name is mentioned in the Technical Specifications it is understood to mean that product or its direct equivalent.
- 1.2.9 The Contracting Organization may be contacted for stickers to be put on the supplies. Trademarks or brand logo should not be fixed and/or placed in a way to be seen easily and therefore be used as a company advertisement on the procured materials equipment.
- 1.2.10 Tenderers may also comply with the EU Visibility Guidelines for external actions.

1.3. Warranty and product support services

The Contractor will be expected to provide a warranty for all the supplies and installed fence with the Contracting Organization for **1 (one) year** from the date of provisional acceptance, which must cover the following items:

- 1.3.1. Warranty as defined in Article 32 of the General Conditions. The Contractor shall provide to the Contracting Organization a free warranty for quality and performance of the supplies for each item for a period of **1 (one) year**, following the provisional acceptance until final acceptance. The Contractor shall remain fully responsible for all warranty obligations even if some of the supplies are obtained from a third party.
- 1.3.2. (not applicable)
- 1.3.3 If the Contractor appoints a local representative for his company, then the Contracting Organization expects that representative to provide a professional service of maintenance. The Contractor will remain responsible for the level of service which the representative delivers and will be answerable to the Contracting Organization in the event of any complaint.
- 1.3.4. (not applicable)
- 1.3.5. The Contracting Organization expects the Contractor to ensure that the local representative is properly trained to provide comprehensive technical and maintenance service on all items as appropriate on all items supplied and installed under the Contract.
- 1.3.6. Servicing and Response Time - **Not applicable**
- 1.3.7. Repair or replace faulty parts or modules.
- 1.3.8. Availability of Spare Parts - **Not applicable**
- 1.3.9 The contractor must prove evidence that facilities for warranty offered are available for supplies offered in the delivery point.

1.4 Training of User Personnel

Not applicable.

1.5 Technical documents to be included in the supply:

The required supplies, particularly but not exclusively, shall be provided with an original set of operating and maintenance manuals and user guides in English, wherever necessary.

The following documents will be required from the Contractors for the provisional acceptance of each item:

- Certificate of origin from a Chamber of Commerce showing the origin of the supplies.
- Report of final tests in the factory (Quality Control document) may be requested, where applicable.
- Technical dossiers supporting CE and/or equivalent marking may be requested, where applicable.
- Warranty contract of the manufacturer, where applicable
- Operating licences, where applicable.

The supplier must be aware that no provisional acceptance can be given without the presence of the complete set of documents

1.6 Detailed Technical Data and Specification for the Supply and Installation of Fencing Material

**See Extra Excel Sheet - Annex II - Technical Specification
attached to this Tender Dossier**

ANNEX III - TECHNICAL OFFER

Contract title : Supply and Installation of Fencing Material in Azerbaijan

p 1 /...

Publication reference : WWF-Azerbaijan-02-ENRTP-2012-SP-OL

Column 1-2 should be completed by the Contracting Organization

Column 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 Organization 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.

See separate Excel Sheet/s - ANNEX II - Technical Specification attached to this Tender Dossier

NOTE

If tenderer submits technical offer with Wooden Poles – the following attached file should be used: **Annex II -TS Fencing V2 AZ - with Wooden Poles.xls**

If tenderer submits technical offer with Metal Poles – the following attached file should be used: **Annex II -TS Fencing V2 AZ - with Metal-Iron Poles.xls**

Only one of the above files should be submitted.

Submission of 2 technical offers for both Wooden and Metal Poles is not allowed and will lead to rejection of the tenderer from evaluation process.

ANNEX IV - BUDGET BREAKDOWN (MODEL FINANCIAL OFFER) FOR LOT NO. 1 AND LOT NO. 2

PUBLICATION REFERENCE: WWF-Azerbaijan-02-ENRTP-2012-SP-OL

NAME OF TENDERER: [.....]

A	B	C	D	E
ITEM NUMBER	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS BASIS DDU EUROS	TOTAL EUROS
3.5.3. 1	96,000 Meters	Barbed Wire		
3.5.3. 2	3,000 meters	Line Wire for consolidation of Horizontal Barbed Wire Lines with Diagonal Barbed Wire Lines		
3.5.3. 3	6,000 Nos.	Fence Poles		

3.5.3. 4	30,000 Nos.	Staples for Fence Points (for wooden poles only)		
		Sum Material Price		
		Freight Charges (<i>Expenses associated with transportation of materials to the 2 Pilot Forest Sites</i>) – Lumpsum		
		TOTAL LOT 1		
		Discount		
		OVERALL PRICE LOT 1		
6.1.2	12,000 meters of estimated Fence Length	Installation of Fence Lumpsum		

	for the Two Pilot Forest Sites consisted in total of 3 Isolated Land Plots			
		TOTAL LOT 2		
		Discount		
		OVERALL PRICE LOT 2		

C. FARTHER INFORMATION

C . ADMINISTRATIVE COMPLIANCE GRID OF THE CONTRACTING ORGANIZATION (WWF-Azerbaijan)

Contract title :	Supply and Installation of Fencing Material	Publication reference :	WWF-Azerbaijan-02-ENRTP-2012-SP-OL
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Tender envelope number	Name of Tenderer	Is tenderer (consortium) nationality ¹ eligible? (Y/N)	Is documentation complete? (Y/N)	Is language as required? (Y/N)	Is tender submission form complete? (Y/N)	Is tenderer's declaration signed (by all consortium members if a consortium)? (Yes/No/ Not Applicable)	Other administrative requirements of the tender dossier? (Yes/No/Not applicable)	Overall decision? (Accept / Reject)
1								
2								
3								
4								
5								
6								
7								

¹ If the tender is submitted by a consortium, the nationalities of **all** the consortium members will be eligible

Chairperson's name	
Chairperson's signature	
Date	

C. EVALUATION GRID OF THE CONTRACTING ORGANIZATION (WWF-Azerbaijan)

Contract title :	Supply and Installation of Fencing Material	Publication reference :	WWF-Azerbaijan-02-ENRTP-2012-SP-OL
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Tender envelope No	Name of Tenderer	Rules of origin respected? (Y/N)	Economic & financial capacity? (OK/a/b/...)	Professional capacity? (OK/a/b/...)	Technical capacity? (OK/a/b/...)	Compliance with ¹ 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	Notes:
1											
2											
3											

¹ The selection criteria, in the previous section of this form, have to be met before the technical requirements are assessed.

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

D. TENDER FORM FOR A SUPPLY CONTRACT

Publication reference: WWF-Azerbaijan-02-ENRTP-2012-SP-OL

Title of contract: Supply and Installation of Fencing Material in Azerbaijan

<Place and date>

A: Contracting Organization : WWF-Azerbaijan, M.Mushfig Str., Blok 501, 2K, Baku, Azerbaijan

One signed form must be supplied (for each lot, if the tender procedure is divided into lots), together with the number of copies specified in the Instruction to Tenderers. The form must include a signed declaration using the annexed format from each legal entity making the application. Any additional documentation (brochure, letter, etc) sent with the form will not be taken into consideration. Applications being submitted by a consortium (ie, 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 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.

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 Organization that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking 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.

1 SUBMITTED BY

	Name(s) of tenderer(s)	Nationality ¹
Leader²		
Member		
Etc ...		

2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
E-mail	

3 ECONOMIC AND FINANCIAL CAPACITY³

Please complete the following table of financial data⁴ 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 ⁵ €	Year before last year €	Last year €	Averag e ⁶ €	This year €
Annual turnover ⁷ , excluding this contract					
Cash and cash equivalents ⁸ at beginning of year					
Net cash from / (used in) operating, investing & financing activities ⁹ excluding future contracts					
Net forecast cash from/ (used in) future contracts, excluding this contract					
Cash and cash equivalents ⁸ at end of year [ie, the sum of the above three rows]					

4 STAFF RESOURCES

Please provide the following personnel statistics for the current year and the two previous years¹⁰.

Average manpower	Year before last		Last year		This year	
	Overall	Total for fields related to this contract ¹¹	Overall	Total for fields related to this contract ¹¹	Overall	Total for fields related to this contract ¹¹
Permanent staff ¹²						
Other staff ¹³						
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 ...
Relevant specialism 1				
Relevant specialism 2				
Etc ... ¹⁴				

6 EXPERIENCE

Please complete a table using the format below to summarise the **major relevant supplies** carried out in the course of the past **3** years¹⁵ 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) ¹⁶	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, must submit a signed declaration using this format. The declaration may be in original or in copy. If copies are submitted the originals must be dispatched to the Contracting Organization 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. **WWF-Azerbaijan-02-ENRTP-2012-SP-OL** (*Date of Invitation to Tender*). 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 – Supply of Fencing Material
Lot 2 – Installation of Fencing Materials
- 3** The price of our tender without VAT is:

Lot No 1:
Lot No 2:
- 4** We will grant a discount of %.
- 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. Not applicable.
- 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].

- 9** We are not in any of the situations excluding us from participating in contracts which are listed section 2.3.3 of the Practical Guide to contract procedure for EU external actions. 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 established that we do not fall into these 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 the financial and economic standing and the technical and professional capacity according to the selection criteria for this call for tender specified in the procurement notice, point 16. The documentary proofs required are listed in Section 2.4.11 of the Practical Guide.
- We also understand that if we fail to provide the proof/evidence required, within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.
- 10** We agree to abide by the ethics clauses in Clause 23 of the instructions to tenderers and, in particular, have no conflict of interests or any equivalent relation in that respect with other tenderers or other parties in the tender procedure at the time of the submission of this application.
- 11** We will inform the Contracting Organization 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 Organization 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 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 EU 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 estimated 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.
- 14** We are aware that, for the purposes of safeguarding the financial interests of the Communities, 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.

[* Delete as applicable]

If this declaration is being completed by a consortium member:

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

Financial data	2 years before last⁵ €	Year before last year €	Last year €	Average⁶ €	This year €
Annual turnover ⁷ , excluding this contract					
Cash and cash equivalents ⁸ at beginning of year					
Net cash from / (used in) operating, investing & financing activities ⁹ excluding future contracts					
Net forecast cash from/ (used in) future contracts, excluding this contract					
Cash and cash equivalents ⁸ at end of year (ie, the sum of the above three rows)					

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

Average manpower	Previous year		Last year		This year	
	Overall	Total for fields related to this contract ¹¹	Overall	Total for fields related to this contract ¹¹	Overall	Total for fields related to this contract ¹¹
Permanent staff ¹²						
Other staff ¹³						

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:

¹ Country in which the legal entity is registered

² 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)

³ Natural persons have to prove their capacity in accordance with the selection criteria and by the appropriate means.

⁴ if this application is being submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members – see point 7 of this tender form for a supply contract.

⁵ Last year=last accounting year for entity.

⁶ Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

-
- ⁷ 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.
- ⁸ 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.
- ⁹ 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.
- ¹⁰ if this tender is being submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members – see point 7 of this tender form for a supply contract.
- ¹¹ Corresponding to the relevant specialisms identified in point 5 below.
- ¹² staff directly employed by the Tenderer on a permanent basis (ie, under indefinite contracts)
- ¹³ other staff not directly employed by the Tenderer on a permanent basis (ie, under fixed-term contracts)
- ¹⁴ 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)
- ¹⁵ In the case of framework contracts (without contractual value), only specific contracts corresponding to assignments implemented under such framework contracts shall be considered.
- ¹⁶ Amounts actually paid, without the effect of inflation.