**Letter Of Invitation To Tender**



**(Local Open Tender)**

Tbilisi, 8 March 2013

**OUR REF.: EuropeAid/134188/L/SUP/GE**

**CONTRACTING AUTHORITY: THE HEAD OF THE EUROPEAN UNION MONITORING MISSION IN GEORGIA (EUMM).**

**SUBJECT: INVITATION TO TENDER FOR THE FRAMEWORK SUPPLY CONTRACT FOR THE SUPPLY AND DELIVERY OF TYRES AND TYRE-RELATED SERVICES TO THE EUMM GEORGIA.**

To all the interested eligible economic operators,

Dear Sirs,

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

1. Instructions to tenderers
2. 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 (model financial offer)
* Annex v: Forms [Financial Identification Form, Legal Entity File, Draft Performance Guarantee]

1. Further information

* Administrative compliance grid
* Evaluation grid
* Performance guarantee form
* Provisional / final acceptance form
* Specific contracts and Annexes

1. Tender form for a supply contract

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**,**

EUMM Procurement Unit



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| **TENDER DOSSIER** |
| **EuropeAid/134188/L/SUP/GE** |

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| **PART A** |

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| **INSTRUCTIONS TO TENDERERS** |

# A. INSTRUCTIONS TO TENDERERS

**PUBLICATION REF.:** EuropeAid/134188/L/SUP/GE

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

These Instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the Practical Guide to contract procedures for EU external actions (available on the Internet at:

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

1. Supplies to be provided

## The subject of the framework supply contract is the supply and delivery of the following goods with provision of ancillary service in 1 (one) Lot:

|  |  |  |
| --- | --- | --- |
| **ITEM Nº** | **ITEM DESCRIPTION** | Estimated Quantity |
| 1 | **Tyre 285/65 R18 LT 125/121 M+S A/T Tread, Tubeless,  UTQG 500AB 4.5 bar minimum cold inflation pressure**  Suitable for Toyota Land Cruiser LC 200 model year 2011  **Compliant with EC30, EC54** | 50 |
| 2 | **Tyre 255/70 R16 111H, M+S Tread, Tubeless,**  **UTQG 500 AB**  Suitable for Nissan Pathfinder model year 2008 – 2009  **Compliant with EC30, EC54** | 200 |
| 3 | **Tyre 235/80 R16 109S, M+S Tread,**  **UTQG 500AB**  Tubeless, Suitable for Nissan Patrol Model year 2008 – 2009  **Compliant with EC30, EC54** | 40 |
| 4 | **Tyre 285/65 R17 LT 121/118 M+S A/T Tread, Tubeless, UTQG 500AB 4 bar minimum cold inflation pressure**  Suitable for Toyota Landcruiser LC 200 model year 2008 – 2009 **Compliant with EC30, EC54** | 220 |
| 5 | **Tyre 275/65 R17 LT, M+S A/T Tread, Tubeless, UTQG 500AB**  Suitable for Toyota Landcruiser LC 100 model year 2007 – 2008  **Compliant with EC30, EC54** | 10 |
| 6 | **Tyre, 265/70 R 16 C**  **M+S Tread, Tubeless,**  Suitable for Toyota LC 76 Model year 2012  UTQG 500AB  **Compliant with EC30, EC54** | 120 |
| 7 | **Tyre 265/70 R15 110Q, M+S Tread, Tubeless,**  Suitable for Toyota Hilux 2006 Model year  UTQG 500AB  **Compliant with EC30, EC54** | 10 |
| 8 | **Tyre 215/75 R1C 113/111R, M+S Tread, Tubeless,**  Suitable for Ford Transit 2012 Model year  UTQG 500AB  **Compliant with EC30, EC54** | 24 |
| 9 | **Tyre 235/70 R16 110T, M+S Tread, Tubeless,**  Suitable for Nissan Navarra Model year 2011  UTQG 500AB  **Compliant with EC30, EC54** | 24 |
| 10 | **Tyre , 215/65 R16 C M+S Tread, Tubeless,**  Suitable for Nissan Primestar Model year 2011  UTQG 500AB  **Compliant with EC30, EC54** | 24 |
| 11 | **Tyre 295/89 R 22.5 152/198 K A/T type Tread, Tubeless,**  Suitable for MAN TGM 18.250 Model year 2010  UTQG 500AB  **Compliant with EC30, EC54** | 8 |
| 12 | **Tyre 7.00 R16 LT, All season Tread, Tubeless, UTQG 500AB**  Suitable for Toyota Coaster model year 2010  **Compliant with EC30, EC54** | 14 |
| 13 | **Wheel balancing: static and dynamic balance** | 560 |
| 14 | **Puncture repair to the standard BS AU 159 or equivalent for vehicles fitted with run – flat system**  (Including of removing and refitting run – flat system) | 100 |
| 15 | **Puncture repair to the standard BS AU I59 or equivalent** | 250 |
| 16 | **Wheel alignment four point** | 60 |
| 17 | **Replacement of tyres to rims with run-flat systems installed to include balancing and new valves** | 100 |
| 18 | **Replacement of tyres to rims without run-flat systems installed to include balancing and new valves** | 100 |
| 19 | **Removing a tyre from a rim** | 30 |
| 20 | **Fitting a tyre to a rim** | 30 |
| 21 | **Wheel alignment front wheels** | 100 |

The supplies should be delivered (INCOTERMS DDP):

As per Contracting Authority request either to the contractors’ workshop facilities in Tbilisi, Gori, Zugdidi or alternatively to EUMM HQ Warehouse, 49 Krtsanisi str., Tbilisi, Georgia as requested by the Contracting Authority.

The Contractor shall, within 30 calendar days from the commencement date of the contract, permanently keep a minimum stock (fixed by the Contracting Authority, as specified in Annex V) of all items for immediate supply.

The Contracting Authority shall purchase, during 12 months, at least all the items listed in the Annex V, i.e. the stock to be established at the time of contract signature. Apart from that, the quantities estimated and specified in ANNEX II +III are only indicative quantities and do NOT compel the Contracting Authority to buy all of them.

The contractor shall NOT be entitled to compensation and shall NOT be allowed to claim for changes of the unit prices, in case the Contracting Authority decides to purchase fewer, or more quantities than the indicative ones specified per item in Annex II + III and/or in case the Contracting Authority decides NOT to purchase ANY of these quantities for some items except those established initially in Annex V.

## 1.2 The supplies must comply fully with the technical specifications set out in the tender dossier (technical annex) as well as with the general quality requirements set forth in the Special Conditions (Art. 24) and conform in all respects with the drawings, quantities, models, measurements and other instructions.

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

1. Timetable

|  |  |  |
| --- | --- | --- |
|  | DATE | TIME\* |
| Tender launching date | 8 March 2013 |  |
| Clarification meeting | 19 March 2013 | 15:00 Local time |
| Deadline for requesting clarifications from the Contracting Authority | 21 March 2013 |  |
| Last date on which clarifications are issued by the Contracting Authority | 31 March 2013 |  |
| Deadline for submission of tenders | 11 April 2013 | 11:00 Local time |
| Tender opening session | 11 April 2013 | 15:00 Local time |
| Notification of award to the successful tenderer | April 2013 | - |
| Signature of the contract | April / May 2013 | - |

\* All times are in the time zone of the country of the Contracting Authority   
Provisional date

1. Participation

## Participation in tendering is open to all legal persons.

## Tenderers falling into one of the situations 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 may be requested to provide declarations that they are not in any of these exclusion situations. The declarations must cover all the members of a joint venture/consortium. Tenderers who make false declarations may also incur financial penalties and exclusion in accordance with section 2.3.4 of the Practical Guide.

## 3.3 These rules apply to:

a) tenderers

b) members of a consortium

c) any subcontractors.

* 1. To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the Contracting Authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.

In particular, the following selection criteria are to be met for any tenderer to be considered eligible and have its offer evaluated:

* + 1. *Administrative Criterion*

Any tenderer has to submit valid documentary proof of registration with the competent administrative authority of the country of establishment. For any document in a language different than English, a certified translation is to be submitted.

* + 1. *Technical and professional capacity criterion*

The company must have successfully completed, during the period 2010–2011–2012, at least one contract for supply of tyres with a value equal to or greater than Euro 30,000.00. The table under point 6 of the Tender Form, if duly filed in, will be accepted as a satisfactory proof for the purposes of eligibility. The Contracting Authority reserves the right to ask for clarifications and/or integrations on the aforesaid table

* + 1. *Financial and economic capacity criterion*

Any tenderer must have a reliable financial and economic situation clearly resulting from point 3 of the Tender Form. The main criterion will be the average annual turnover of tenderer during the period of 2010–2011-2012[[1]](#footnote-2) which must be equal to or exceed 75.000,00 Euro. The table under point 3 of the Tender Form, and specifically the column headed “Average” of the Table under point 3 of the Tender Form, if duly filed in, will be accepted as a satisfactory proof for the purposes of eligibility. The Contracting Authority reserves the right to ask for clarifications and/or integrations on the aforesaid table.

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

1. Origin

No restrictions whatsoever shall apply to the origins of the supplies.

1. Type of contract

## 5.1. Framework supply contract with unit-price per itemised expenditure.

5.2. The Contracting Authority shall purchase, during 12 months, at least all the items listed in the Annex V, i.e. the stock to be established at the time of contract signature. Apart from that, the quantities estimated and specified in ANNEX II +III are only indicative quantities and do NOT compel the Contracting Authority to buy all of them.

5.3 The contractor shall NOT be entitled to compensation and shall NOT be allowed to claim for changes of the unit prices, in case the Contracting Authority decides to purchase fewer, or more quantities than the indicative ones specified per item in Annex II + III and/or in case the Contracting Authority decides NOT to purchase ANY of these quantities for some items except those established initially in Annex V.

## 5.4. The framework supply contract shall be concluded for a period of one year (1 year) with effect on the date on which it enters into force, (although this contract may be terminated at short notice. See article 36 of the special conditions of the draft contract).

1. Currency

## Tenders must be presented in EUR.

1. Lots

## N/A

1. Period of validity

## 8.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.

## 8.2 In exceptional cases and prior to the expiry of the original tender validity period, the Contracting Authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated.

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.

1. Language of offers

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

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

1. Submission of tenders

## 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:

**Procurement Office**

**European Union Monitoring Mission in Georgia (EUMM Georgia)  
49 Krtsanisi street, 0114 Tbilisi, Georgia**

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

**Procurement Office**

**European Union Monitoring Mission in Georgia (EUMM Georgia)  
49 Krtsanisi street, 0114 Tbilisi, Georgia**

**Opening hours: from Monday to Friday from 9hrs00 to 17hrs30 Tbilisi time.**

Tenders must comply with the following conditions:

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

## 10.3 All tenders must be received at European Union Monitoring Mission in Georgia (EUMM Georgia) 49 Krtsanisi street, 0114 Tbilisi, Georgia before the deadline date and time, at 11:00 Local time on 11 April 2013, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by Chief Procurement 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., EuropeAid/134188/L/SUP/GE)

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.

1. Content of tenders

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

**Part 1: Technical offer:**

* The technical offer should be presented as per template (Annex II+III\*, Contractor’s technical offer) adding separate sheets for details if necessary.
* A detailed description of the supplies tendered in conformity with the technical specifications, and with the general requirements set forth in Art. 24 of the Special Conditions, including any documentation required;
* Table annexed to the technical offer indicating addresses of the workshops, contact person, phone and e-mail for each service location: in Tbilisi, Gori, Zugdidi.

**Part 2: Financial offer:**

* A financial offer calculated on a basis of DDP[[2]](#footnote-3) for the supplies tendered;

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

* An electronic version of the financial offer.

**Part 3: Documentation:**

To be supplied using the templates attached\*:

* The ‘Tender Form for a Supply Contract’, duly completed, which includes the tenderer’s declaration, point 7, (from each member if a consortium);
* The details of the bank account into which payments should be made (financial identification form) (Tenderers that have already signed another contract with the European Commission, may provide their financial identification form number instead of the financial identification form, or a copy of the financial identification form provided on that occasion, if no change has occurred in the meantime.)
* The legal entity file and the supporting documents (Tenderers that have already signed another contract with the European Commission, may provide their legal entity number instead of the legal entity sheet and supporting documents, or a copy of the legal entity sheet provided on that occasion, if no change in legal status has occurred in the meantime.)

**To be supplied 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 description of the organization of the commercial warranty tendered, which must be in accordance with the conditions laid down in Article 32 of the Special Conditions;
* 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.
* For all supply items, each tenderer is required to submit at no charge to the Contracting Authority a complete description of the characteristics of the products as required in the technical specifications (Annex II+III) e.g. under the form of manufacturer’s data sheets, drawings, catalogues etc. in English. These documents must be submitted in sealed envelopes indicating the item number.
* CERTIFICATES-: Certificate of compliance in accordance to European Tire and Rim Technical Organization standards issued by any of the recognized European Scientific Centre. (In accordance with EC30, EC54).

Remarks:

**Tenderers are requested to follow this order of presentation.**

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

1. Taxes and other charges

## The applicable tax and customs arrangements are the following:

The European Union and Georgia have agreed in as per Agreement between The European Union and Georgia on The Status of The European Union Monitoring Mission In Georgia (SOMA) 3 November 2008: “EUMM Georgia, shall be exempt from all national, regional and communal dues, taxes and charges of a similar nature In respect of purchased and imported goods, services provided and Facilities used by it for the purposes of the Mission”.

1. Additional information before the deadline for submission of tenders

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

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

**Procurement Office**

**European Union Monitoring Mission in Georgia,  
Krtsanisi Residential Area  
49 Krtsanisi street, 0114 Tbilisi, Georgia**

or by e-mail: [**tenders@eumm.eu**](mailto:tenders@eumm.eu)

The Contracting Authority has no obligation to provide clarifications after this date.

Any clarification of the tender dossier will be published on the EuropeAid website at <https://webgate.ec.europa.eu/europeaid/online-services/index.cfm?do=publi.welcome> and on EUMM Georgia website [www.eumm.eu](http://www.eumm.eu) at the latest 11 days before the deadline for submission of tenders.

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

1. Clarification meeting / site visit

## A clarification meeting will be held on 19 March 2013 at 15:00 Local Time at Procurement Office, European Union Monitoring Mission in Georgia, Krtsanisi Residential Area 49 Krtsanisi street, 0114 Tbilisi, Georgia

## to answer any questions on the tender dossier which have been forwarded in writing or are raised at the meeting. Minutes will be taken during the meeting and these will be published on the EuropeAid website together with any clarifications in response to written requests which are not addressed during the meeting at the latest 11 calendar days before the deadline for submission of tenders. No further clarification will be provided after this date. All the costs of attending this meeting will be borne by the tenderers.

## Other than this site visit for all prospective tenderers, no visits by individual prospective tenderers can be organised during the tender period.

1. Alteration or withdrawal of tenders

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

## 15.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 10. 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.

1. Costs of preparing tenders

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

1. Ownership of tenders

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

1. Joint venture or consortium

## 18.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the Contracting Authority.

## 18.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the Contracting Authority in accordance with point 11 of these Instructions to Tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required under Article 3.5 as if it, itself, were the tenderer.

1. Opening of tenders

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

19.2 The tenders will be opened in public session on **11 April 2013 15:00 Local time at European Union Monitoring Mission in Georgia, 49 Krtsanisi Street, 0114 Tbilisi, Georgia** by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request

## 19.3 At the tender opening, the tenderers’ names, the tender prices, any discount offered, written notifications of alteration and withdrawal and such other information as the Contracting Authority may consider appropriate may be announced.

## 19.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.

## 19.5 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.

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

1. Evaluation of tenders

## 20.1 Examination of the administrative conformity of tenders

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

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

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

## 20.2 Technical evaluation

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

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

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

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

## 20.4 Financial evaluation

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

- where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;

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

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

## 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.

1. Signature of the contract

21.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer may be requested to 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 is not in any of the exclusion situations listed in section 2.3.3 of the Practical Guide to contract procedures for EU external actions. This evidence or these documents or statements must carry a date not earlier than one year before the date of submission of the tender. In addition, a statement must be provided that the situations described in these documents have not changed since then.

## 21.2 The successful tenderer may be requested also to provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tenders specified in the contract notice, point 16. The documentary proofs required are listed in section 2.4.11 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 financial and economic standing and technical and professional capacity within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the tender to the next lowest tenderer or cancel the tender procedure.

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

## 21.5 If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority’s right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.

21.6 The performance guarantee referred to in the General Conditions is set at 5 % of the amount of the contract and must be presented in the form specified in the annex to the tender dossier. It will be released within 45 days of the issue of the final acceptance certificate by the Contracting Authority, except for the proportion assigned to after-sales service.

1. Tender guarantee

N/A

1. 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 Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of their candidacy or tender and may result in administrative penalties.

## 23.2 Without the Contracting Authority’s prior written authorisation, a Contractor and its staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out 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 submitting a tender, tenderers must declare that they are not affected by a conflict of interest and have 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 Authority.

## 23.4 Contractors must at all-time act impartially and as faithful advisers in accordance with the code of conduct of their profession. They will refrain from making public statements about the project or services without the Contracting Authority’s prior approval. They may not commit the Contracting Authority in any way without its prior written consent.

## 23.5 For the duration of the contracts Contractors and their staff must 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 that have been awarded contracts must abide by 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 Contractors may accept no payment connected with the contracts other than that provided for therein. Contractors and their staff must not exercise any activity nor receive any advantage inconsistent with their obligations to the Contracting Authority.

## 23.7 Contractors and their staff are obliged to maintain professional secrecy for the entire duration of contracts and after their completion. All reports and documents drawn up or received by Contractors will be confidential.

## 23.8 The contract governs the Contracting Parties’ use of all reports and documents drawn up, received or presented by them during the implementation of the contract.

## 23.9 Contractors must refrain from any relationship likely to compromise their independence or that of their staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.

## 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 Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, ‘corrupt practices’ are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.

## 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 any 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 Authority reserves the right to suspend or cancel the procedure, if 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 Authority may refrain from concluding the Contract.

1. Cancellation of the tender procedure

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

Cancellation may occur 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 changed fundamentally;
* 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 will the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the Contracting Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced.**

1. Appeals

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



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| **TENDER DOSSIER** |
| **EuropeAid/134188/L/SUP/GE** |

|  |
| --- |
| **PART B** |

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| --- |
| **DRAFT CONTRACT &**  **SPECIAL CONDITIONS** |

|  |
| --- |
| **GENERAL CONDITIONS** |

|  |
| --- |
| **TECHNICAL SPECIFICATIONS**  **& TECHNICAL OFFER** |

|  |
| --- |
| **BUDGET BREAKDOWN** |

|  |
| --- |
| **specific contract, LEGAL ENTITIES FORM & FINANCIAL IDENTIFICATION FORM** |

# DRAFT CONTRACT

FRAMEWORK SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No EuropeAid/134188/L/SUP/GE

**financed from the EU General Budget**

The Head of European Monitoring Mission in Georgia,

49 Krtsanisi St. Tbilisi 0114, Georgia

("The Contracting Authority"),

of the one part,

and

<Full official name of Contractor>

[Legal status/title][[3]](#footnote-4)

[Official registration number][[4]](#footnote-5)

[Full official address]

[VAT number][[5]](#footnote-6), (“the Contractor”)

of the other part,

have agreed as follows:

**CONTRACT TITLE Supply of Tyres and tyre - related services**

**Identification number EuropeAid/134188/L/SUP/GE**

**Article 1 Subject**

1.1 The subject of the framework supply contract for shall be the supply and delivery to the EUMM Georgia of the following goods and provision of services in one Lot:

|  |  |  |
| --- | --- | --- |
| **ITEM NUMBER** | **ITEM DESCRIPTION** | **ESTIMATED QUANTITY** |
| 1 | **Tyre 285/65 R18 LT 125/121 M+S A/T Tread, Tubeless,  UTQG 500AB 4.5 bar minimum cold inflation pressure**  **suitable for Toyota Land cruiser LC 200 model year 2011**  **Compliant with EC30, EC54** | 50 |
| 2 | **Tyre 255/70 R16 111H, M+S Tread, Tubeless,**  **UTQG 500 AB**  suitable for Nissan Pathfinder model year 2008 – 2009  **Compliant with EC30, EC54** | 200 |
| 3 | **Tyre 235/80 R16 109S, M+S Tread,**  **UTQG 500AB**  Tubeless, suitable for Nissan Patrol Model year 2008 – 2009  **Compliant with EC30, EC54** | 40 |
| 4 | **Tyre 285/65 R17 LT 121/118 M+S A/T Tread, Tubeless, UTQG 500AB 4 bar minimum cold inflation pressure**  suitable for Toyota Landcruiser LC 200 model year 2008 – 2009  **Compliant with EC30, EC54** | 22 |
| 5 | **Tyre 275/65 R17 LT, M+S A/T Tread, Tubeless, UTQG 500AB**  suitable for Toyota Landcruiser LC 100 model year 2007 – 2008  **Compliant with EC30, EC54** | 10 |
| 6 | **Tyre, 265/70 R 16 C**  **M+S Tread, Tubeless,**  suitable for Toyota LC 76 Model year 2012  UTQG 500AB  **Compliant with EC30, EC54** | 120 |
| 7 | **Tyre 265/70 R15 110Q, M+S Tread, Tubeless,**  suitable for Toyota Hilux 2006 Model year  UTQG 500AB  **Compliant with EC30, EC54** | 10 |
| 8 | **Tyre 215/75 R1C 113/111R, M+S Tread, Tubeless,**  suitable for Ford Transit 2012 Model year  UTQG 500AB  **Compliant with EC30, EC54** | 24 |
| 9 | **Tyre 235/70 R16 110T, M+S Tread, Tubeless,**  suitable for Nissan Navarra Model year 2011  UTQG 500AB  **Compliant with EC30, EC54** | 24 |
| 10 | **Tyre , 215/65 R16 C M+S Tread, Tubeless,**  suitable for Nissan Primestar Model year 2011  UTQG 500AB  **Compliant with EC30, EC54** | 24 |
| 11 | **Tyre 295/89 R 22.5 152/198 K A/T type Tread, Tubeless,**  suitable for MAN TGM 18.250 Model year 2010  UTQG 500AB  **Compliant with EC30, EC54** | 8 |
| 12 | **Tyre 7.00 R16 LT, All season Tread, Tubeless, UTQG 500AB**  suitable for Toyota Coaster model year 2010  **Compliant with EC30, EC54** | 14 |
| 13 | **Wheel balancing static and dynamic balance** | 560 |
| 14 | **Puncture repair to the standard BS AU 159 or equivalent for vehicles fitted with run – flat system**  (Including of removing and refitting run – flat system) | 100 |
| 15 | **Puncture repair to the standard BS AU I59 or equivalent** | 250 |
| 16 | **Wheel alignment four point** | 60 |
| 17 | **Replacement of tyres to rims with run-flat systems installed to include balancing and new valves** | 100 |
| 18 | **Replacement of tyres to rims without run-flat systems installed to include balancing and new valves** | 100 |
| 19 | **Removing a tyre from a rim** | 30 |
| 20 | **Fitting a tyre to a rim** | 30 |
| 21 | **Wheel alignment front wheels** | 100 |

The place of acceptance of the supplies shall be as per Contracting Authority request either to the contractors workshop facilities in Tbilisi, Gori, Zugdidi or alternatively to EUMM HQ Warehouse, 49 Krtsanisi str., Tbilisi, Georgia. INCOTERMS applicable to this framework supply contract shall be DDP[[6]](#footnote-7).

For items 13-21 services shall be accepted at the workshops and implemented on terms as stipulated in the Art. 13 of Special Conditions.

The Contractor shall be able to supply tyres as specified in art. 29.2 of the Special Conditions.

The Contracting Authority shall purchase during 12 months at least all the items listed in the Annex V, i.e. the stock to be established at the time of contract signature. Apart from that, the quantities estimated and specified in ANNEX II +III are only indicative quantities and do NOT compel the Contracting Authority to buy all of them.

The contractor shall NOT be entitled to compensation and shall NOT be allowed to claim for changes of the unit prices, in case the Contracting Authority decides to purchase fewer, or more quantities than the indicative ones specified per item in Annex II + III and/or in case the Contracting Authority decides NOT to purchase ANY of these quantities for some items except those established initially in Annex V.

1.2 The framework supply contract is concluded for a **period of 12 (twelve) months** with effect on the date on which it enter into force. The contract duration after 14 September 2013 is subject to the adoption of the financial decision by the Council of the EU on the extension of EUMM mandate and the ensuing signature of a contract between the European Commission and the Head of EUMM well as allocation of the corresponding funds.

1.3 The Contractor shall comply strictly with the terms of the Special Conditions and the technical annex.

**Article 2 Origin**

No restrictions whatsoever shall apply to the origins of the supplies.

**Article 3 Price**

3.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The total maximum framework supply contract price shall be **……EUR.**

3.2Payments shall be made in accordance with the General and/or Special Conditions (Articles 26 to 28).

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

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

* the contract agreement;
* the Special Conditions
* the General Conditions (Annex I);
* the Technical Specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
* the Technical Offer (Annex III [including clarifications from the tenderer provided during tender evaluation];
* the budget breakdown (Annex IV);
* specified forms and other relevant documents (Annex V);

a) Financial Identification Form

b) Legal Identity Form,

c) Model of Specific Contract

d) List of items with minimum stock amount mandatory to be kept permanently at service workshops;

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.

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

|  |  |  |  |
| --- | --- | --- | --- |
| **For the Contractor** | | **For the Contracting Authority** | |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

# *SPECIAL CONDITIONS*

**CONTENTS**

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

##### Article 2 Language of the Contract

2.1 The language used shall be English

##### Article 4 Communications

Any written communication relating to this Contract between the Contracting Authority and/or the Project Manager, 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.

Correspondence must be addressed to:

For the Contracting Authority the Project Manager shall be:

|  |
| --- |
| EUMM Georgia, Fleet Management Officer |
| …………….. |
| Krtsanisi St. 49. 0114 Tbilisi, Georgia |
| Phone: ………………..  E-Mail: ………………….. |

For the Contractor:

|  |
| --- |
| ……………..  …………….. |

**Article 6 Subcontracting**

Subcontracting is allowed for provision of tyre-related services only (i.e. service workshops may not belong to the contractor). The subcontracted portion cannot exceed 30% of the total value as indicated in Art. 3 of the Framework Supply Contract.

##### Article 10 Origin

## No restrictions whatsoever shall apply to the origins of the supplies.

##### Article 11 Performance guarantee

The amount of the performance guarantee shall 2 % of this framework supply contract value.

##### Article 12 Insurance

##### The supplies shall be fully insured (to their full market value) in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery at destination. All such supplies shall remain at the risk and title of the Contractor until delivery and provisional acceptance by the Contracting Authority at the place stated in the tender documents.

##### Article 13 Programme of implementation of the tasks

13.1 The framework supply contract shall be implemented:

- By **“e-mail orders”** issued by the Contracting Authority’s Project Manager (indicated above, Art. 4) for needed of tyres or tyre-related services. In this case, at the end of each calendar month, a monthly **ex-post Specific Contract** shall be prepared to cover all supplies and services provided by the Contractor. It must be accompanied by a monthly comprehensive final invoice breaking down all items and services (with clear indication of date and location) provided until the end of the invoicing period. All relevant Service bills, to be issued in accordance with Art. 31 shall also be attached. The supply shall be provided and services shall be started not later than three (3) hours after receipt of the “e-mail order” between 0900hrs and 18:00hrs from Monday to Friday with the exception of official Georgian public holidays.

- by **“ex ante Specific contracts”** for needs of tyres or (e.g. annual replacement) and tyre-related services “Specific contract” shall be prepared and sent in advance to the Contractor for signature, specifying the list of tyres and/or services to be supplied / provided with their respective quantities and the location. Unless otherwise stated in the Specific Contract, the supply shall be delivered and services shall be provided within **thirty (30) calendar days** after signature of the “Specific contract”.

13.2. The place of acceptance of the supplies shall be as described in the Art. 1.1 of the Contract.

##### Article 18 Commencement order

18.1The implementation of the framework supply contract is to commence on the date of signature of the contract by the latest of the parties.

##### Article 19 Period of Implementation of the tasks

##### 19.1. The implementation period will start from the contract's signature by both parties and run for 12 months.

##### After the 15 of September 2013 the implementation is a subject to the suspension clause as specified in Art. 1.2 of this framework supply contract.

##### Article 22 Variations

Variations are not allowed.

##### Article 24 Quality of supplies

24.1 Certificate of compliance shall be provided in accordance to European Tyre and Rim Technical Organization standards issued by any of the recognized European Scientific Centre. (In accordance with EC30, EC54 or any other equivalent international standard).

24.2 The tyres (when applicable) must satisfy Uniform Tyre Quality Grading System (UTQG) requirements as indicated in the Technical specification.

24.3 The date of the production of tyres must be no earlier than 12 months before the date of the shipment as indicated in the shipping documents.

##### Article 26 Methods of payment

* 1. Payments shall be made in EURO for international companies or national currency (Georgian Lari) for local companies based on InforEuro rate:

<http://ec.europa.eu/budget/inforeuro/index.cfm?fuseaction=dsp_html_monthly_rates&Language=en>[[7]](#footnote-8).

* 1. Payments shall be authorised and made by the Finance Department of the EUMM Georgia, 49 Krtsanisi, 0114 Tbilisi, Georgia.
  2. No pre-financing or payment shall be made on the basis of the signature of this contract.

26.4. Payments shall be done either in conformity with Art. 36 of the General Conditions upon delivery and provisional acceptance of the tyres. The Contractor shall apply for payment by submitting a final invoice.

Or the payments shall be done monthly upon signature by both parties of the Specific Contract covering all the tyres and tyre-related services provided during the concerned month. The Contractor shall apply for payment by presenting a final comprehensive invoice as well as copies of ALL Service bills for individual email/phone orders as issued by its workshops during the concerned month.

##### 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, within 30 calendar days from the commencement date of the contract, shall permanently keep minimum stock of all items established in Annex V, for immediate supply at Tbilisi, Gori, and Zugdidi service workshops at the addresses of service workshops for each location as specified in the Annex II & III of this framework contract. The Contracting Authority retains the right of revising the minimum stocks on a three monthly basis. INCOTERMS applicable to this framework supply contract shall beDDP[[8]](#footnote-9).

29.3 The contract shall be implemented in accordance with art. 13.1 of the Special Conditions. The supplies shall be delivered and the services shall be provided as follows:

- “**e-mail orders**”: not later than three (3) hours after receipt of the “e-mail order” between 0900hrs and 18:00hrs from Monday to Friday with the exception of official Georgian public holidays;

-“**ex-ante Specific contract**”: unless otherwise stated in the Specific Contract, within thirty (30) calendar days after signature of the “Specific contract”.

##### Article 31 Provisional acceptance

* 1. - “**e-mail orders**”: For tyres and tyre-related services ordered via email by the Project Manager, the provisional acceptance shall be given by the EUMM officer who is physically in charge of the concerned vehicle. The workshop shall issue a service bill stating date, location, type of service provided or tyre supplied as per its Item No as listed in Annex II&III and cost (as per Annex IV); the acceptance shall be given by appending the following sentence on the service bill: “Provisionally accepted by [name of the EUMM officer], in charge of EUMM vehicle No. […] on [date and hour] at [location], [signature]. A copy of the service bill shall be given to the EUMM officer in charge of the concerned vehicle and eventually handed over to the Project Manager for recording**.**
  2. - “**ex-ante Specific Contract**”: Certificate of Provisional Acceptance shall be issued using the template in Annex C11.

##### Article 32 Warranty

32.1. 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 1 year after provisional acceptance.

32.2. All tyres must be must be accompanied by a **commercial warranty**, i.e. throughout the period of validity of this commercial warranty, the contractor shall warrant that the tyres will be free from structural defects due to substandard material or workmanship, under conditions of normal commercial use and service. The commercial warranty will notably include:

● warranty for minimum period of two years/ hidden faults;

● tread life warranty minimum 30,000 km.

##### Article 36 - Termination by the Contracting Authority

36.1. The framework supply contract shall be concluded for a period of one year (1 year) with effect on the date on which it enters into force.

36.2. In addition to the grounds for termination defined in the General Conditions, the Contracting Authority may terminate the contract after giving 15 days' notice to the Contractor, in case EUMM’s mandate was not to be prolonged and/or in case of budgetary issues affecting the financing of the project.

36.3. In case of termination of the framework supply contract on such grounds, the Contractor shall NOT be entitled to claim any indemnity for loss suffered.

36.4. The Contractor shall only be entitled to claim for sums owing to it for supplies already delivered and/or for supplies pending delivery following the receipt by the Contractor (before the date of notification of the termination of the framework contract) of a valid purchase order issued by the Contracting Authority.

##### Article 40 Settlement of disputes

##### 40.1 Any disputes arising out of or relating to this contract which cannot be settled amicably shall be referred to the exclusive jurisdiction of the courts of Brussels, Belgium.

**ANNEX I: GENERAL CONDITIONS**

**FOR SUPPLY CONTRACTS FINANCED BY THE EUROPEAN UNION OR BY THE**

**EUROPEAN DEVELOPMENT FUND**

**Attached as separate pdf file**

# ANNEX II + III:TECHNICAL SPECIFICATIONS + TECHNICAL OFFER

**Contract title: Supply of Tyres and related services p 1 /2**

**Publication reference:** EuropeAid/134188/L/SUP/GE

**Column 1-2 should be completed by the Contracting Authority**

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

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

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

**GENERAL MANDATORY REQUIREMENTS FOR ALL SUPPLY ITEMS**

The subject of the tender procedure is assortment of high quality vehicle tyres to be used on different makes and models of vehicles in all weather conditions, typical of the European climate zone/all season tyres with additional designation M+S, and operated on hard and dirt roads. The tyres offered should adhere to the following general requirements:

1. **QUALITY**
   1. **CERTIFICATES**- Certificate of compliance in accordance to European Tire and Rim Technical Organization standards issued by any of the recognized European Scientific Centre. (In accordance with **EC30, EC54**,).
   2. **UNIFORM TYRE QUALITY GRADING SYSTEM** /when applicable/- minimum requirements as indicated in column 2 of the below Technical specifications.
   3. **WARRANTY**

* warranty requirement for items 1, 2, 3,4,5,6,7,8,9,10,11,12 - minimum period of two years for hidden faults. The contractor shall provide warranty certificate detailing the terms and conditions of such warranty.
* tread life warranty minimum 30,000km
  1. **DATE OF PRODUCTION**-no earlier than 12 months before the date of the delivery

| **1.**  **Item Number** | **2.**  **Specifications Required** | **3.**  **Specifications Offered** | **4.**  **Notes, remarks,  ref to documentation** | **5.**  **Evaluation Committee’s notes** |
| --- | --- | --- | --- | --- |
| **1** | **Tyre 285/65 R18 LT 125/121 M+S A/T Tread, Tubeless,  UTQG 500AB 4.5 bar minimum cold inflation pressure**  Suitable for Toyota Land Cruiser LC 200 model year 2011  **Compliant with EC30, EC54**  Quantity : 50 |  |  |  |
| **2** | **Tyre 255/70 R16 111H, M+S Tread, Tubeless,**  **UTQG 500 AB**  Suitable for Nissan Pathfinder model year 2008 – 2009  **Compliant with EC30, EC54**  Estimated Quantity : 200 |  |  |  |
| **3** | **Tyre 235/80 R16 109S, M+S Tread,**  **UTQG 500AB**  Tubeless, suitable for Nissan Patrol Model year 2008 – 2009  **Compliant with EC30, EC54**  Estimated Quantity : 100 |  |  |  |
| **4** | **Tyre 285/65 R17 LT 121/118 M+S A/T Tread, Tubeless, UTQG 500AB 4 bar minimum cold inflation pressure**  Suitable for Toyota Landcruiser LC 200 model year 2008 – 2009  **Compliant with EC30, EC54**Estimated Quantity : 220 |  |  |  |
| **5** | **Tyre 275/65 R17 LT, M+S A/T Tread, Tubeless, UTQG 500AB**  Suitable for Toyota Landcruiser LC 100 model year 2007 – 2008  **Compliant with EC30, EC54**  Estimated Quantity : 10 |  |  |  |
| **6** | **Tyre, 265/70 R 16 C**  **M+S Tread, Tubeless,**  suitable for Toyota LC 76 Model year 2012  UTQG 500AB  **Compliant with EC30, EC54**  Estimated quantity 120 |  |  |  |
| **7** | **Tyre 265/70 R15 110Q, M+S Tread, Tubeless,**  suitable for Toyota Hilux 2006 Model year  UTQG 500AB  **Compliant with EC30, EC54**  Estimated Quantity : 10 |  |  |  |
| **8** | **Tyre 215/75 R1C 113/111R, M+S Tread, Tubeless,**  suitable for Ford Transit 2012 Model year  UTQG 500AB  **Compliant with EC30, EC54**  Estimated quantity 24 |  |  |  |
| **9** | **Tyre 235/70 R16 110T, M+S Tread, Tubeless,**  suitable for Nissan Navarra Model year 2011  UTQG 500AB  **Compliant with EC30, EC54**  Estimated quantity 24 |  |  |  |
| **10** | **Tyre , 215/65 R16 C M+S Tread, Tubeless,**  suitable for Nissan Primestar Model year 2011  UTQG 500AB  **Compliant with EC30, EC54**  Estimated quantity 24 |  |  |  |
| **11** | **Tyre 295/89 R 22.5 152/198 K A/T type Tread, Tubeless,**  suitable for MAN TGM 18.250 Model year 2010  UTQG 500AB  **Compliant with EC30, EC54**  Estimated quantity 8 |  |  |  |
| **12** | **Tyre 7.00 R16 LT, All season Tread, Tubeless, UTQG 500AB**  suitable for Toyota Coaster model year 2010  **Compliant with EC30, EC54**  Estimated Quantity : 14 |  |  |  |
|  |  |  |  |  |
| **13** | **Wheel balancing static and dynamic balance**  Estimated Quantity : 560 |  |  |  |
| **14** | **Puncture repair to the standard BS AU 159 or equivalent for vehicles fitted with run – flat system**  (Including of removing and refitting run – flat system)  Estimated Quantity : 100 |  |  |  |
| **15** | **Puncture repair to the standard BS AU I59 or equivalent**  Estimated Quantity :250 |  |  |  |
| **16** | **Wheel alignment four point**  Estimated Quantity : 60 |  |  |  |
| **17** | **Replacement of tyres to rims with run-flat systems installed to include balancing and new valves**  Estimated quantity 100 |  |  |  |
| **18** | **Replacement of tyres to rims without run-flat systems installed to include balancing and new valves**  Estimated quantity 100 |  |  |  |
| **19** | **Removing a tyre from a rim**  Estimated Quantity : 30 |  |  |  |
| **20** | **Fitting a tyre to a rim**  Estimated Quantity : 30 |  |  |  |
| **21** | **Wheel alignment front wheels**  Estimated Quantity : 100 |  |  |  |

**NOTES**

* **The load index as specified is the minimum acceptable standard.**
* **Items 1 - 11: Price to include new valves (and caps), balancing and fitment to vehicle.**
* **Items 13-21: The related services shall be provided from the commencement date of the contract.**
* **All wheel nuts must be set to the correct torque using a calibrated torque wrench upon fitment, and the appropriate certificate must be provided indicating date, vehicle registration, wheels refitted, torque figure and vehicle mileage.**
* **BS AU 159 or equivalent repairs render a repaired tyre suitable for use in accordance with the specifications of an unrepaired tyre. The offer must include the repair standard used where an equivalent standard to BS AU 159 is specified.**

**APPENDIX TO THE TECHNICAL SPECIFICATION**

|  |  |  |
| --- | --- | --- |
| **ADRESSES, OWNERSHIP DETAILS AND WORKING HOURS FOR SERVICE WORKSHOPS** | | |
| **ADRESS[[9]](#footnote-10)** | **OWNERSHIP DETAILS** | **WORKING HOURS OFFERED** |
| Address of a service workshop in Tbilisi, Georgia | Company name:  Registration #  Contact Person  Phone/email |  |
| Address of a service workshop in Gori, Georgia | Company name:  Registration #  Contact Person  Phone/email |  |
| Address of a service workshop in Zugdidi, Georgia | Company name:  Registration #  Contact Person  Phone/email |  |

# ANNEX IV: Budget breakdown

Page No 1 **of 1**

**PUBLICATION REFERENCE:** **EuropeAid/134188/L/SUP/GE** **NAME OF TENDERER:** **[**…………………**]**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **A** | **B** | **C** | **D** | **E** |
| **Item number** | **MAXIMUM ORDERABLE Quantity** | **specifications offered (inc. brand/model)** | **Unit costs**  **delivery DDP,**  **49 Krtsanisi, Tbilisi, Georgia OR at any workshop in Tbilisi, Gori and Zugdidi, EUR** | **total,**  **EUR** |
| **1** | 50 |  |  |  |
| **2** | 200 |  |  |  |
| **3** | 100 |  |  |  |
| **4** | 220 |  |  |  |
| **5** | 10 |  |  |  |
| **6** | 120 |  |  |  |
| **7** | 10 |  |  |  |
| **8** | 24 |  |  |  |
| **9** | 24 |  |  |  |
| **10** | 24 |  |  |  |
| **11** | 8 |  |  |  |
| **12** | 14 |  |  |  |
| **13** | 560 |  |  |  |
| **14** | 100 |  |  |  |
| **15** | 250 |  |  |  |
| **16** | 60 |  |  |  |
| **17** | 100 |  |  |  |
| **18** | 100 |  |  |  |
| **19** | 30 |  |  |  |
| **20** | 30 |  |  |  |
| **21** | 100 |  |  |  |
|  |  |  | **TOTAL:** |  |

**EX-ANTE SPECIFIC CONTRACT No […]**

implementing Framework Contract No. […] **-**

The European Union Monitoring Mission in Georgia (hereinafter referred to as "the Contracting Authority"), represented for the purposes of the signature of this contract by the Head of Mission (hereinafter referred to as "the HoM") [name in full],

of the one part,

and

[official name in full]

[*official legal form*]

**[***statutory registration number***]**

[official address in full]

[*VAT registration number*]

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this contract by [name in full and function],

of the other part,

HAVE AGREED

**Article 1: Subject**

**1.1** This specific contract implements Framework Supply Contract No [---] signed by the Contracting Authority and the Contractor on [complete date]

**1.2** The Contractor undertakes, on the terms set out in the Framework supply contract and in this specific contract and the annex thereto, which form an integral part thereof, to supply the items specified in Annex A at the following destination (DDP Incoterms 2010 ICC) *(specify exact place of delivery)*

**Article 2: Duration**

**2.1** This specific contract shall enter into force on the date on which it is signed by the last contracting party.

**2.2** The implementation of the contract shall not exceed **30 calendar days**. Execution of the tasks shall start from [*date of entry into force of this specific contract*] or [indicate date]. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

**ARTICLE 3: DELIVERY**

**3.1** 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.

**3.2** [Specify any specific packaging requirements]

**3.3** [The packaging shall become the property of the recipient subject to respect for the environment].

or

[The packaging shall remain the property of the Contractor subject to respect for the environment].

**3.4** [Set out requirements as regards documents to accompany each delivery and markings on the packaging]

**Article 4: Price**

**4.1** The total amount to be paid by the Contracting Authority under this specific contract shall be EUR [amount in figures and in words] covering all costs associated with the order.

**4.2** In addition to the price [*no reimbursable costs are foreseen*][*costs up to an amount of EUR … will be reimbursed according to the provisions of the Framework contract*]

**Article 5: payments**

**5.1** Payments will be made according to Article [specify No.] of the Special Conditions of the Framework Contract.

**Article 6: Annex**

**Annex A** – Signed Order form setting out the details of the supplies and delivery.

**SIGNATURES**

|  |  |
| --- | --- |
| For the Contractor,  [*Company name*/forename/surname/function]  signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | For the Contracting Authority  [forename/surname/function]    signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Done at [place], [date] | Done at [place], [date] |

In duplicate in [English].

**Annex A** to the **Specific Contract**

**ORDER FORM No [**complete**]**

governed by the provisions of Framework supply contract No [complete] signed on [complete]

and to be annexed to the Specific Contract

|  |  |  |  |
| --- | --- | --- | --- |
| European Union Monitoring Mission in Georgia, Krtsanisi Residential Area, 49 Krtsanisi street, Tbilisi, 0114, Georgia | **[***Company name***]**  **[**Official address in full**]** | | |
| Pursuant to the provisions of Art. 5.6 of the Status of Mission Agreement between the EU and Georgia of 3 November 2008, EUMM Georgia is exempt from all national, regional and communal dues, taxes and charges of a similar nature in respect of this order. | | | |
| Description of the supplies and services | | Quantity | Price |
|  | |  |  |
|  | |  |  |
|  | |  |  |
|  | |  |  |
|  | |  |  |
| **Total Price** | | |  |
| Delivery schedule: | | | |
| This order shall only take effect if it is annexed to a Specific Contract signed by both parties. Execution of this order shall start either from the date of the Contractor’s signature of the Specific Contract or, if different, from the implementation start date indicated in the Specific Contract. | *Other details:* | | |

Acceptance of this order implies that the Contractor waives all other terms of business or of execution of the services.

|  |  |
| --- | --- |
| For the Contracting Authority  [forename/surname/function]  signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | For the Contractor,  [*Company name*/forename/surname/function]  signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Done at [place], [date] | Done at [place], [date] |

**EX POST SPECIFIC CONTRACT No […]**

implementing Framework supply contract No. […] -

FOR [month] [YEAR]

The European Union Monitoring Mission in Georgia (hereinafter referred to as "the Contracting Authority"), represented for the purposes of the signature of this contract by the Head of Mission (hereinafter referred to as "the HoM") [name in full],

of the one part,

and

[official name in full]

[*official legal form*]

**[***statutory registration number***]**

[official address in full]

[*VAT registration number*]

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this contract by [name in full and function],

of the other part,

HAVE AGREED

**Article 1: Subject**

**1.1** This specific contract implements Framework supply contract No [complete] signed by the Contacting Authority and the Contractor on [complete date]

**1.2** The Contractor confirms that within the [month] [2012] (tyres and tyre-related services) where supplied as indicated in the Annex A.

**Article 2: SCOPE**

**2.1** This specific contract covers ALL orders issued by the Contracting Authority in the month […..] [2012] and provides legal basis for payment therefore.

**Article 4: Price**

**4.1** The total amount to be paid by the Contracting Authority for under this specific contract shall be EUR [amount in figures and in words] covering all supplied items and provided services as indicated in the Annex A.

**Article 5: payments**

**5.1** Payments will be made according to Article 26 of the Special Conditions of the Framework Contract.

**Article 6: AnnexES**

**Annex A** – Signed Recapitulative form of delivered items/provided services setting out the details of supplied tyres and provision of tyre-related services.

**SIGNATURES**

|  |  |
| --- | --- |
| For the Contractor,  [*Company name*/forename/surname/function]  signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | For the Contracting Authority  [forename/surname/function]    signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Done at [place], [date] | Done at [place], [date] |

In duplicate in [English].

**Annex A** to the EX POST Specific Contract

**RECAPITULATIVE FORM OF DELIVERED ITEMS/PROVIDED SERVICES No [**complete**]**

governed by the provisions of Framework Contract No [complete] signed on [complete]

and to be annexed to the Specific Contract

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| European Union Monitoring Mission in Georgia, Krtsanisi Residential Area, 49 Krtsanisi street, Tbilisi, 0114, Georgia | | **[***Company name***]**  **[**Official address in full**]** | | | | | |
| Pursuant to the provisions of Art. 5.6 of the Status of Mission Agreement between the EU and Georgia of 3 November 2008, EUMM Georgia is exempt from all national, regional and communal dues, taxes and charges of a similar nature in respect of this order. | | | | | | | |
| DESCRIPTION OF DELIVERED ITEMS/PROVIDED SERVICES | Date OF DELIVERED SUPPLIES/  PROVIDED SERVICES | | LOCATION [TBILISI, GORI, ZUGDIDI] | VEHICLE NUMBER | Unit Price, EUR | QTY | PRICE, EUR |
|  |  | |  |  |  |  |  |
|  |  | |  |  |  |  |  |
|  |  | |  |  |  |  |  |
|  |  | |  |  |  |  |  |
|  |  | |  |  |  |  |  |
|  |  | |  |  |  |  |  |
| **Total Price:** | | | | | | | **……** |
|  | | | | | | | |
| This order shall only take effect if it is annexed to a Specific Contract signed by both parties. | | *Other details:* | | | | | |

|  |  |
| --- | --- |
| For the Contracting Authority  [forename/surname/function]  signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | For the Contractor,  [*Company name*/forename/surname/function]  signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Done at [place], [date] | Done at [place], [date] |

**ANNEX V: List of items for minimum stock amount mandatory to be kept permanently at service workshops**

* The Contractor, within 30 calendar days from the commencement date of the contract, shall permanently keep minimum stock of all items established in the Table 1 of this Annex V, for immediate supply at Tbilisi, Gori, and Zugdidi service workshops at the addresses of service workshops for each location as specified in the Annex II & III of this framework contract.
* These minimum stocks may vary during the period of implementation of the contract. The Contracting Authority retains the right of revising the minimum stocks on a quarterly basis. **INCOTERMS applicable to this framework supply contract shall be** DDP[[10]](#footnote-11).
* The supply shall be provided and services shall be started not later than three (3) hours after receipt of the “e-mail order” between 0900hrs and 18:00hrs 7 days a week with the exception of official Georgian public holidays

Minimum stock amounts may not fall below quantities listed in the below Table1.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **MINIMUM STOCKS TO BE KEPT AT ALL TIMES PER LOCATION - QTY** | | | | | |
| **ITEM No** | **DESIGNATION** | **Tbilisi** | **Gori** | **Zugdidi** |  |
| 1 | Tyre 285/65 R18 LT 125/121 M+S A/T Tread | **8** | **0** | **0** |  |
| 2 | 255/70 R16 111H | **40** | **8** | **4** |  |
| Nissan Pathfinder |  |  |  |  |
| 3 | 235/80 R16 109S | **4** | **6** | **4** |  |
| Nissan Patrol |  |  |  |  |
| 4 | 285/65 R17 LT 121/118 | **32** | **30** | **18** |  |
| Toyota Landcruiser LC 200 |  |  |  |  |
| 5 | 275/65 R17 LT | **4** | **0** | **0** |  |
| Toyota Landcruiser LC 100 |  |  |  |  |
| 6 | 265/70 R 16 C | **8** | **8** | **8** |  |
| Toyota LC 76 |  |  |  |  |
| 7 | 265/70 R15 110Q | **4** | **0** | **0** |  |
| Toyota Hilux |  |  |  |  |
| 8 | 215/75 R1C 113/111R | **4** | **2** | **2** |  |
| Ford Transit |  |  |  |  |
| 9 | 235/70 R16 110T | **4** | **0** | **4** |  |
| Nissan Navara |  |  |  |  |
| 10 | 215/65 R16 C | **4** | **4** | **4** |  |
| Nissan Primestar |  |  |  |  |
| 11 | 295/89 R 22.5 152/198 K | **4** | **2** | **2** |  |
| MAN TGM 18.250 |  |  |  |  |
| 12 | 7.00 R16 LT | **4** | **0** | **0** |  |
| Toyota Coaster |  |  |  |  |

|  |
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| **TENDER DOSSIER** |
| **EuropeAid/134188/L/SUP/GE** |

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| **PART C** |

|  |
| --- |
| **PROVISIONAL/FINAL ACCEPTANCE CERTIFICATE** |

|  |
| --- |
| **ADMINISTRATIVE**  **COMPLIANCE GRID** |

|  |
| --- |
| **EVALUATION GRID** |

**PROVISIONAL / FINAL ACCEPTANCE CERTIFICATE**

Contract No **EuropeAid/134188/L/SUP/GE** Title: **Supply of Tyres and tyre - related services**

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

…………………….. ……………………

…………………….. …………………….

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Item | qty | Description | Delivery | [Installation] | [Spare Parts] | [Consumables] | Remarks |
| 1  2  3 | **[**…**]**  **[**…**]**  **[**…**]** | **[**……………………**]**  **[**……………………**]**  **[**……………………**]** |  |  |  |  |  |

Provisional: All of the above mentioned items have been delivered, installed, tested and found compliant with the Technical Specifications of the supply contract.

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

Date of acceptance…

The Contractor The Beneficiary

Name Name

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

The Project Manager (Contracting Authority)

Name

Signature……………………

# ADMINISTRATIVE COMPLIANCE GRID

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract title :** | **Supply of tyres and tyre - related services** | **Publication reference :** | **EuropeAid/134188/L/SUP/GE** |

| Tender envelope number | Name of Tenderer | 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) |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |

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

# 

# EVALUATION GRID

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract title :** | **Supply of tyres and tyre - related services** | **Publication reference :** | **EuropeAid/134188/L/SUP/GE** |

| Tender envelope No | Name of Tenderer | Economic & financial capacity? (OK/a/b/…) | Technical capacity? (OK/a/b/…) | Professional Capacity (OK/a/b) | Compliance with [[11]](#footnote-12)technical specifications? (OK/a/b/…) | Ancillary services as required? (OK/a/b/…/NA) | Other technical requirements in tender dossier?  (Yes/No/Not applicable) | Technically compliant? Y/N) | Notes: |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

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

**ANNEX V: MODEL PERFORMANCE GUARANTEE**

**<**To be completed on paper bearing the letterhead of the financial institution **>**

For the attention of

<Name and address of the Contracting Authority>

refered to below as the “Contracting Authority”

Subject: Guarantee No…

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

We the undersigned, <name and address of financial institution>, hereby irrevocably declare that we guarantee as primary obligor, and not merely as a surety on behalf of <Contractor's name and address>, hereinafter referred to as “the Contractor”, payment to the Contracting Authority of <amount of the performance guarantee>, representing the performance guarantee mentioned in Article 11 of the Special Conditions of the contract <contract number and title> concluded between the Contractor and the Contracting Authority, hereinafter referred to as “the Contract”.

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

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

We note that the guarantee will be released within 45 days of the issue of the final acceptance certificate (except for such part as may be specified in the Special Conditions in respect of after sales service). [and in any case at the latest on (at the expiry of 18 months after the period of implementation of the tasks)][[12]](#footnote-13).

[This paragraph should be deleted when the Contracting Authority is the European Union:

Any request to pay under the terms of the guarantee must be countersigned by the Head of Delegation of the European Union. In case of a temporary substitution of the Contracting authority by the Commission, any request for payment of the guarantee will only bear the signature of the representative of the Commission, whether the Head of Delegation concerned, or the authorised person at Headquarters level. ]

The law applicable to this guarantee shall be that of <If the Contracting Authority is the European Union: Belgium /If the Contracting Authority is an authority in the beneficiary country: the country of the Contracting Authority or the country in which the financial institution issuing the guarantee is established>. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of < If the Contracting Authority is the European Union: Belgium / If the Contracting Authority is an authority in the beneficiary country: the country of the Contracting Authority >

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

Name: ……………………………Position: …………………

[[13]](#footnote-14) Signature: …………….. Date: <Date>



|  |
| --- |
| **TENDER DOSSIER** |
| **EuropeAid/134188/L/SUP/GE** |

|  |
| --- |
| **PART D** |

|  |
| --- |
| **TENDER FORM FOR A**  **SUPPLY CONTRACT** |

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

**Publication reference: EuropeAid/ 134188/L/SUP/GE**

**Title of contract: Supply of tyres and tyre - related services**

**<Place and date>**

**A: <Name and address of Contracting Authority >.**

**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 (i.e. either a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members. The attachments to this submission form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted, the originals must be dispatched to the Contracting Authority upon request. For economical and ecological reasons, we strongly recommend that you submit your files on paper-based materials (no plastic folder or divider). We also suggest you use double-sided print-outs as much as possible.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing 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[[14]](#footnote-15)** |
| **Leader[[15]](#footnote-16)** |  |  |
| **Member** |  |  |
| **Etc …** |  |  |

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

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

**3 ECONOMIC AND FINANCIAL CAPACITY[[16]](#footnote-17)**

Please complete the following table of financial data[[17]](#footnote-18) 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[[18]](#footnote-19)**  **(2010)**  **€** | **Year before last year (2011)**  **€** | **Last year (2012[[19]](#footnote-20))**  **€** | **Average[[20]](#footnote-21)**  **€** | **This year (2013)**  **€** |
| Annual turnover[[21]](#footnote-22) , excluding this contract |  |  |  |  |  |
| Current Assets[[22]](#footnote-23) |  |  |  |  |  |
| Current Liabilities[[23]](#footnote-24) |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

|  |
| --- |
| ***Reminder from Instruction To Tenderers 3.4.3”Financial and economic capacity criterion":***  *Any tenderer must have a reliable financial and economic situation clearly resulting from point 3 of the Tender Form. The main criterion will be the average annual turnover of tenderer during the period of 2010–2011-2012 which must be equal to or exceed 75.000,00 Euro. The table under point 3 of the Tender Form, and specifically the column headed “Average” of the Table under point 3 of the Tender Form, if duly filed in, will be accepted as a satisfactory proof for the purposes of eligibility. The Contracting Authority reserves the right to ask for clarifications and/or integrations on the aforesaid table*. |

**4 STAFF RESOURCES**

Please provide the following personnel statistics for the current year and the two previous years.[[24]](#footnote-25)

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Average manpower** | **Year before last** | | **Last year** | | **This year** | |
|  | **Overall** | **Total for fields related to this contract [[25]](#footnote-26)** | **Overall** | **Total for fields related to this contract** 11 | **Overall** | **Total for fields related to this contract** 11 |
| Permanent staff [[26]](#footnote-27) |  |  |  |  |  |  |
| Other staff [[27]](#footnote-28) |  |  |  |  |  |  |
| Total |  |  |  |  |  |  |
| Permanent staff as a proportion of total staff (%) | % | % | % | % | % | % |

**5 FIELDS OF SPECIALISATION**

Please use the table below to indicate the **specialisms relevant to this contract** of each legal entity making this tender, by using the names of these specialisms as the row headings and the name of the legal entity as the column headings. Show the relevant specialism(s) of each legal entity by placing a tick (✓) in the box corresponding to those specialisms in which the legal entity has significant experience. [**Maximum 10 specialisms**]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Leader | Member 2 | Member 3 | Etc … |
| Relevant specialism 1 |  |  |  |  |
| Relevant specialism 2 |  |  |  |  |
| Etc …[[28]](#footnote-29) |  |  |  |  |

**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** years[[29]](#footnote-30) 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)[[30]](#footnote-31)** | **Proportion supplied by legal entity (%)** | **No of staff provided** | **Name of client** | **Origin of funding** | **Dates** | **Name of members if any** |
| … | … | … | … | … | … | … | … | … |
| **Detailed description of supply** | | | | | | **Related services provided** | | |
| … | | | | | | … | | |
|  | | | | | |  | | |

**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 Authority upon request.**

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

we, the undersigned, hereby declare that:

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

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

Lot 1: **[***description of supplies with indication of quantities and origin***]**

Etc.

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

Lot 1: [……………………………………………..]

**4** We will grant a discount of [%], or […………..] [*in the event of our being awarded Lot … and Lot … ………*].

**5** This tender is valid for a period of 90 days from the final date for submission of tenders.

**6** If our tender is accepted, we undertake to provide a performance guarantee as required by Article 11 of the Special Conditions.

**7** Our firm/company [*and our subcontractors*] has/have the following nationality:

**<**……………………………………………………………………**>**

**8** We are making this tender in our own right [as member in the consortium led by < name of the leader / ourselves > ]\*. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a member in the consortium, that all members are jointly and severally liable by law for the execution of the contract, that the lead member is authorised to bind, and receive instructions for and on behalf of, each member, that the execution of the contract, including payments, is the responsibility of the lead member, and that all members in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract’s execution].

**9** We are not in any of the situations excluding us from participating in contracts which are listed in section 2.3.3 of the Practical Guide to contract procedures for EU external actions. 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 financial and economic standing and technical and professional capacity according to the selection criteria for this call for tender specified in the contract notice, point 16. The documentary proofs required are listed in Section 2.4.11 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 Authority immediately if there is any change in the above circumstances at any stage during the implementation of the tasks. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the EU/EDF.

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

**13** We fully recognise and accept that we may be excluded from tender procedures and contracts, in accordance with 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 repeat offence within the 5 years of the above-mentioned date. Furthermore, we acknowledge that, should we make false declarations or commit substantial errors, irregularities or fraud, we will 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 (i.e. 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 |  |  |  |  |  |
| Current Assets8 |  |  |  |  |  |
| Current Liabilities9 |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

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:

[*Numbered list of annexes with titles*]

1. Or 2009 – 2010 – 2011 if the information from 2012 is not yet fully available. [↑](#footnote-ref-2)
2. DDP (delivered duty paid) - Incoterms 2010 International Chamber of Commerce <http://www.iccwbo.org/incoterms/id3040/index.html>

   [↑](#footnote-ref-3)
3. Where the contracting party is an individual. [↑](#footnote-ref-4)
4. Where applicable. For individuals, mention their ID card or passport or equivalent document - number [↑](#footnote-ref-5)
5. Except where the contracting party is not VAT registered. [↑](#footnote-ref-6)
6. DDP (delivered duty paid) - Incoterms 2010 International Chamber of Commerce <http://www.iccwbo.org/incoterms/id3040/index.html> [↑](#footnote-ref-7)
7. Georgian legislation requires local companies to receive payment in GEL. Therefore, if contracts with local companies are in EUR, the concerned company is to be required to submit a PRO FORMA invoice in EUR (including price breakdown for all ordered items); the EUMM Finance department will then convert the amount stated in the pro forma invoice into GEL at the InforEuro exchange rate applicable at the date of payment. [↑](#footnote-ref-8)
8. DDP (delivered duty paid) - Incoterms 2010 International Chamber of Commerce <http://www.iccwbo.org/incoterms/id3040/index.html> [↑](#footnote-ref-9)
9. Please indicate the full address. It is also desirable to receive printed map pointing on an exact location of the service workshop. [↑](#footnote-ref-10)
10. DDP (delivered duty paid) - Incoterms 2010 International Chamber of Commerce <http://www.iccwbo.org/incoterms/id3040/index.html> [↑](#footnote-ref-11)
11. The selection criteria, in the previous section of this form, have to be met before the technical requirements are assessed. [↑](#footnote-ref-12)
12. This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date. [↑](#footnote-ref-13)
13. The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters. [↑](#footnote-ref-14)
14. Country in which the legal entity is registered. [↑](#footnote-ref-15)
15. add/delete additional lines for members as appropriate. Note that a subcontractor is not considered to be a member for the purposes of this tender procedure. Subsequently, the data of the subcontractor must not appear in the data related to the economic, financial and professional capacity. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as ‘**leader**’ (and all other lines should be deleted). [↑](#footnote-ref-16)
16. Natural persons have to prove their capacity in accordance with the selection criteria and by the appropriate means. [↑](#footnote-ref-17)
17. 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.. [↑](#footnote-ref-18)
18. Last year=last accounting year for entity. [↑](#footnote-ref-19)
19. Or 2009 – 2010 – 2011 if the information from 2012 is not yet fully available. [↑](#footnote-ref-20)
20. Amounts entered in the ‘Average’ column must be the mathematical average of the amounts entered in the three preceding columns of the same row. [↑](#footnote-ref-21)
21. The gross inflow of economic benefits (cash, receivables, other assets) arising from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year. [↑](#footnote-ref-22)
22. A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.   [↑](#footnote-ref-23)
23. A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts. [↑](#footnote-ref-24)
24. 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. [↑](#footnote-ref-25)
25. Corresponding to the relevant specialisms identified in point 5 below. [↑](#footnote-ref-26)
26. Staff directlyemployed by the Tenderer on a permanent basis (i.e. under indefinite contracts). [↑](#footnote-ref-27)
27. Other staff not directlyemployed by the Tenderer on a permanent basis (i.e. under fixed-term contracts). [↑](#footnote-ref-28)
28. add / delete additional lines and/or rows as appropriate. If this tender is being submitted by an individual legal entity, the name of the legal entity should be entered as ‘Leader’ (and all other columns should be deleted). [↑](#footnote-ref-29)
29. In the case of framework contracts (without contractual value), only specific contracts corresponding to assignments implemented under such framework contracts will be considered. [↑](#footnote-ref-30)
30. Amounts actually paid, without the effect of inflation.

    |  |
    | --- |
    | ***Reminder from Instruction To Tenderers 3.4.2”Technical and professional capacity criterion”:***  *The company must have successfully completed, during the period 2010–2011–2012, at least one contract for supply of tyres with a value equal to or greater than Euro 30,000.00. The table under point 6 of the Tender Form, if duly filed in, will be accepted as a satisfactory proof for the purposes of eligibility. The Contracting Authority reserves the right to ask for clarifications and/or integrations on the aforesaid table*. |

    [↑](#footnote-ref-31)