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**Local Open Tender Procedure**

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| **TENDER DOSSIER** |
| **EuropeAid/140204/ID/SER/GE** |

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| **PART A** |

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| **INSTRUCTIONS TO TENDERERS** |

# INSTRUCTIONS TO TENDERERS

**Framework Contract on Supply and Delivery of Spare Parts with Provision of Ancillary Services and random tire service to the EUMM Georgia Vehicle Fleet**

PUBLICATION REF.: EuropeAid/140204/ID/SER/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 (available on the internet at: <http://ec.europa.eu/europeaid/prag/document.do>).

# Supplies to be provided

## The subject of the framework contract is to settle the terms governing the supply and delivery to the Contracting Authority of spare parts for vehicles, as well as the performance of some ancillary services (installation of spare parts, regular services, repair of vehicles, random tire service, etc.) by the Contractor (see the draft framework contract, special clauses, and Annexes II + III of the Tender Dossier for the relevant description of the items and ancillary services and the estimated quantities that may be ordered during the duration of the framework contract) in 1 (one) Lot for EUMM Georgia, with Incoterms DDP. The period of implementation of the tasks identified in Annexes II + III shall be from **16 June 2019 until 14 December 2020**, both dates included (in accordance with point 15 of the contract notice).

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

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

**CONTRACT IMPLEMENTATION TOOLS**

The Framework Contract will be implemented by **Order Forms** for **bulk spare parts supply**, and by **Work Orders** for **spare parts and ancillary services**:

**Order for bulk spare parts**

Whenever the Contracting Authority intends to acquire bulk spare parts pursuant to this Framework contact, the authorized Contract Manager (see Art. 13 of Special Conditions) shall submit the **Ex-Ante Specific Contract** and its **Order Form** (model attached to the Draft Contract) to the Contractor, specifying the quantities of items to be supplied.

**PURCHASE OF SPARE PARTS WITH ancillary services**

Whenever the Contracting Authority intends to request the delivery of spare parts and performance of ancillary services, the authorized Contract Manager shall send the **Work Order** to the Contractor via email as identified in Art. 13 of Special Conditions, specifying the scope of supply/services to be performed in relation to a given vehicle. A Work Order cannot cover more than one vehicle. Deliveries and performance of ancillary services shall take place in accordance with the terms and conditions of the Special and General Conditions. Every month (indicatively by 30th of each month), an **Ex-Post Specific** **Contract** (model attached to the Draft Contract) shall be signed, by the parties to retrospectively cover all supplies and ancillary services provided by the Contractor on the basis of Work Orders issued by the EUMM’s Contract Manager’s. Ex-post Specific Contracts are requisite to payments of any supplied parts and/or rendered services (see also Art. 26 of the Special Conditions).

1.3 The signature of the framework contract imposes no obligation on the Contracting Authority to purchase the quantities as estimated in Annexes II + III.

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.

1.4 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 quantities, and other instructions.

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

# 2. Timetable

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|  | **DATE** | **TIME\*** |
| **Information meeting / site visit** | 21 March 2019 | 14:00hrs of Georgian Local Time GET (i.e. Greenwich Main Time GMT +4) |
| **Deadline for requesting clarifications from the contracting authority** | 25 March 2019 | 24:00hrs of Georgian Local Time GET (i.e. Greenwich Main Time GMT +4) |
| **Last date on which clarifications are issued by the contracting authority** | 4 April 2019 | 24:00hrs of Georgian Local Time GET (i.e. Greenwich Main Time GMT +4) |
| **Deadline for submission of tenders** | 15 April 2019 | 15:00hrs of Georgian Local Time GET (i.e. Greenwich Main Time GMT +4) |
| **Tender opening session** | 17 April 2019 | 15:30hrs of Georgian Local Time GET (i.e. Greenwich Main Time GMT +4) |
| **Notification of award to the successful tenderer** | April/May \*\* | - |
| **Signature of the contract** | June \*\* | - |

**\* All times are in the time zone of the country of the contracting authority provisional date  
\*\* Provisional date**

# 3. Participation

## Participation is open to all natural persons who are nationals of and legal persons (participating either individually or in a grouping – consortium – of tenderers). No restriction on the origin.

## These terms refer to all nationals of the above states and to all legal entities, companies or partnerships effectively established in the above states. For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country’s law.

## The eligibility requirement detailed in sub-clauses 3.1 and 3.2 applies to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor providing more than 10 % of the supplies must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. The contracting authority may accept other satisfactory evidence that these conditions are met.

## Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Sections 2.4. (EU restrictive measures), 2.6.10.1. (exclusion criteria) or 2.6.10.1.2. (rejection from a procedure) of the practical guide. Should they do so, their tender will be considered unsuitable or irregular respectively. In the cases listed in Section 2.6.10.1. of the practical guide tenderers may also be excluded from EU financed procedures and be subject to financial penalties up to 10 % of the total value of the contract inaccordance with the Financial Regulation in force. This information may be published on the Commission website in accordance with the Financial Regulation in force. Tenderers must provide declarations on honour[[1]](#footnote-1) 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 the Financial Regulation in force . Their tender will be considered irregular.

## The exclusion situations referred to above also apply to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. When requested by the contracting authority, tenderers/contractors must submit declarations from the intended subcontractors that they are not in any of the exclusion situations. In cases of doubt over declarations, the contracting authority will request documentary evidence that subcontractors are not in a situation that excludes them.

## 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.

## Subcontracting up to 49% is allowed but the contractor will retain full liability towards the contracting authority for performance of the contract as a whole.

# 4. Origin

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

# 5. Type of contract

## Unit-price Framework Contract.

# 6. Currency

## Tenders must be presented in EUR.[[2]](#footnote-2)

# 7. Lots

## The tenderer may submit a tender for one lot.

# 8. Period of validity

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

## In exceptional cases and prior to the expiry of the original tender validity period, the contracting authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated. In case the contracting authority is required to obtain the recommendation of the panel referred to in Section 2.6.10.1.1. of the practical guide, the contracting authority may, before the validity period expires, request an extension of the validity of the tenders up to the adoption of that recommendation.

8.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further   
 period is added to the validity period of the tender irrespective of the date of notification.

# 9. Language of tenders

## 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.

# 10. Submission of tenders



## Tenders must be sent to the contracting authority before the deadline specified in 10.3. They must include all the documents specified in point 11 of these Instructions and be sent to the following address:

**European Union Monitoring Mission in Georgia (EUMM)**

**Procurement Section**

**49 Krtsanisi Street**

**0114 Tbilisi  
Georgia**

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

**European Union Monitoring Mission in Georgia (EUMM)**

**Procurement Section**

**49 Krtsanisi Street**

**0114 Tbilisi  
Georgia**

Tenders must comply with the following conditions:

## All tenders must be submitted in **1 (one) original**, marked ‘original’, and **3 (three) copies** signed in the same way as the original and marked ‘copy’.

## All tenders must be submitted to EUMM headquarters (49 Krtsanisi Street, 0114 Tbilisi, Georgia before the deadline **15 April 2019, at** **15hrs00 Georgian Local Time GET (i.e. Greenwich Main Time GMT +4).**

## (a) either by post or by courier service, in which case the evidence shall be constituted by the postmark or the date of the deposit slip[[3]](#footnote-3)

## (b) or by hand-delivery to the premises of the contracting authority by the participant in person or by an agent, in which case the evidence shall be constituted by the acknowledgment of receipt.

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

## 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/140204/ID/SER/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 and "არ უნდა გაიხსნას ტენდერის ჩატარების მომენტამდე".

e) the name of the tenderer.

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

# 11. Content of tenders

Failure to fulfil the below requirements will constitute an irregularity and may result in rejection of the tender. All tenders submitted must comply with the requirements in the tender dossier and comprise:

**Part 1: Technical offer:**

## A detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required, including if applicable:

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| **Part 1: Technical offer**:  *A detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required;*  **Note:**  **Please, put your technical offer in a sealed envelope as per art.10.4.** | **1** | The **technical offer** should be presented as per template (**annex II+III,** the Contractor’s technical offer) completed when and if necessary by separate sheets for details.   * **Offer should have detailed description of the spare parts offered with indication of brand name, part numbers.** * **Detailed description of the** **ancillary services.** |
| **Part 2: Financial offer:**  *A financial offer calculated on a basis of DDP[[4]](#footnote-4) (to EUMM HQ warehouse) for the supplies tendered.* | **2** | This **financial offer** should be presented as per template (**annex IV**, budget breakdown), and if necessary completed by separate sheets for the details. |
| **3** | An **electronic version of the financial offer in word or excel format**. |
| **Part 3a: Documentation:**  *To be supplied following templates provided in this tender dossier (also available on http://ec.europa.eu/europeaid/prag/ document.do* | **4** | The “**Tender Form for a Supply Contract**”, duly completed, which includes the tenderer’s **declaration**, point 7. |
| **5** | Declaration of Honour (as per Template) |
| **6** | The details of the bank account into which payments should be made (**financial identification form**) (Tenderers that have already signed another Contract with the EUMM, 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.) |
| **7** | The **legal entity file** and the supporting documents (Tenderers that have already signed another Contract with the EUMM, 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. |
| **Part 3b: Documentation to be supplied in free format:** | **8** | A description of the warranty conditions, which must be in accordance with the conditions laid down in Article 32 of the Special Conditions. |
| **9** | Registration certificate / An extract from entrepreneurs register. |
| **10** | Duly authorized signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company is duly authorized to do so. |
|  | **11** | In case the sub-contracting is used, the tenderer should provide list of sub-contracted company; Should also provide the detailed information on those companies and should declaration how much % this sub-contracting will is used. |

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>

# 12. Taxes and other charges

The European Union and Georgia have agreed on the status of the European Union Monitoring Mission in Georgia (SOMA - 3 November 2008) that: “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”.

# 13. 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 [**tenders@eumm.eu**](mailto:tenders@eumm.eu) **by 25 March 2019**, specifying the **publication reference and the contract title**:

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

Any clarification of the tender dossier will be published on EUMM website [www.eumm.eu](http://www.eumm.eu) **by 4 April 2019.**

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.

# 14. Clarification meeting

## Clarification /information meeting is planned on **21 March 2019, at 14:00hrs at the EUMM HQ building,** at the following address: 49 Krtsanisi Street, 0114 Tbilisi, Georgia.

# 15. Alteration or withdrawal of tenders

## 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.

## 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.

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

# 16. Costs of preparing tenders

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

# 17. Ownership of tenders

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

# 18. Joint venture or consortium

## 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.

## 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.

# 19. Opening of tenders

## 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.

## The tenders will be opened in public session on **17 April 2019, at 15hrs30 Georgian Local Time GET (i.e. Greenwich Main Time GMT +4)** at 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.

## At the tender opening, the tenderers’ names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if required) and such other information as the contracting authority may consider appropriate may be announced.

## 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.

## 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.

## 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.

# 20. Evaluation of tenders

## 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.

## 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.

## 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.

## Financial evaluation

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

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

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

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

c) Unless specified otherwise, the purpose of the financial evaluation process is to identify the tenderer offering the lowest price. Where specified in the technical specifications, the evaluation of tenders may take into account not only the acquisition costs but, to the extent relevant, costs borne over the life cycle of the supplies (such as for instance maintenance costs and operating costs), in line with the technical specifications. In such case, the contracting authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of the lowest total cost, including additional costs.

## Variant solutions

Variant solutions will not be taken into consideration.

## Award criteria

The sole award criterion will be the price. The contract will be awarded to the lowest compliant tender.

# 21. Notification of award

The contracting authority will inform all tenderers simultaneously and individually of the award decision. The tender guarantees of the unsuccessful tenderers will be released once the contract is signed.

# 22. Signature of the contract and performance guarantee

## The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Upon request of the contracting authority and before the signature of the contract with the successful tenderer, the successful tenderer 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 effectively established, to show that it is not in any of the exclusion situations listed in Section 2.6.10.1. of the practical guide. This evidence or these documents or statements must carry a date not earlier than one year before the date of submission of the tender. In addition, a statement shall be provided that the situations described in these documents have not changed since then.

For contracts with a value of less than EUR 300 000, the contracting authority may, depending on its assessment of the risks, decide not to require proofs for selection criteria.

## Upon request of the contracting authority, the successful tenderer shall also provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tenders specified in the contract notice, point 16. The documentary proofs required are listed in Section 2.6.11. of the practical guide.

The contracting authority may, depending on its assessment of the risks, decide not to require proofs for financial and economic standing and technical and professional capacity.

## If the successful tenderer fails to provide the documentary proof or statement or the evidence of financial and economic standing and technical and professional capacity within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the contracting authority may award the tender to the next lowest tenderer or cancel the tender procedure.

The contracting authority may waive the obligation of any candidate or tenderer to submit the documentary evidence referred to above if such evidence has already been submitted for the purposes of another procurement procedure, provided that the issue date of the documents does not exceed one year and that they are still valid. In this case, the candidate or tenderer must declare on his/her honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that his/her situation has not changed.

By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.

## The contracting authority reserves the right to vary quantities specified in the tender by +/- 100 % at the time of contracting and during the validity of the contract. The total value of the supplies may not, as a result of the variation rise or fall by more than 25 % of the original financial offer in the tender. The unit prices quoted in the tender shall be used.

## 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.

## 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.

* 1. The performance guarantee is required. The company in case of award, will be asked to provide a performance guarantee of 5% of the amount of the contract at the signing of the contract. This guarantee must be provided together with the return of the countersigned contract no later than 30 days after the company receives the contract signed by the Contracting Authority. If the selected entity fails to provide such a guarantee within this period, the contract will be void.

# 23. Tender guarantee

No tender guarantee is required.

# 24. Ethics clauses and code of conduct

## Absence of conflict of interest

The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

## Respect for human rights as well as environmental legislation and core labour standards

The tenderer and its staff must comply with human rights. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

**Zero tolerance for sexual exploitation and sexual abuse:**

The European Commission applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

## Anti-corruption and anti-bribery

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The European Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, ‘corrupt practices’ are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.

## Unusual commercial expenses

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

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

## Breach of obligations, irregularities or fraud

The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

# 25. Cancellation of the tender procedure

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

Cancellation may occur, for example, if:

* the tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable tender has been received or there has been no valid response at all;
* the economic or technical parameters of the project have changed fundamentally;
* exceptional circumstances or *force majeure* render normal implementation of the project impossible;
* all technically acceptable tenders exceed the financial resources available;
* there have been breach of obligations, irregularities or frauds in the procedure, in particular where these have prevented fair competition;
* the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market.

**In no event will the contracting authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the contracting authority has been advised of the possibility of damages. The publication of a contract notice does not commit the contracting authority to implement the programme or project announced.**

# 26. Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See Section 2.12. of the practical guide.

# 27. Data protection

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as names, addresses and CVs), they will be processed[[5]](#footnote-5) solely for the purposes of the management and monitoring of the tender and of the contract by the data controller without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law. In addition, as the contract relates to an external action to support development cooperation in Partner Countries outside the EU and as the EU, represented by the European Commission, is acting as contracting authority on behalf and for the benefit of the Partner Countries, transmission of personal data may occur to the Partner Country, solely for the purpose of implementing the financing agreement concluded between the EU and the Partner Country with regard to this tender procedure.

# 28. Early detection and exclusion system

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the early detection and exclusion system, and communicated to the persons and entities listed in the above-mentioned decision, in relation to the award or the execution of a procurement contract.

\*\*\*

|  |
| --- |
| **TENDER DOSSIER** |
| **EuropeAid/140204/ID/SER/GE** |

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

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

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

|  |
| --- |
| **TERMS OF REFERENCE AND ANNEX A** |

|  |
| --- |
| **ORGANISATION & METHODOLOGY** |

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

|  |
| --- |
| **FORMS & OTHER DOCUMENTS** |

# DRAFT CONTRACT

SUPPLY CONTRACT FOR EUROPEAN

UNION EXTERNAL ACTIONS

No EUMM-19-6339

**financed from the general budget of the Union**

The Head of the European Union Monitoring Mission in Georgia (EUMM)

49 Krtsanisi Street

Tbilisi 0114 – Georgia

(‘The contracting authority’),

of the one part,

and

<Full official name of contractor>

[<Legal status/title>][[6]](#footnote-6)

[<Official registration number>][[7]](#footnote-7)

<Full official address>

[<VAT number>][[8]](#footnote-8), (‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT CFSP/2018/36/EUMM Georgia**

**CONTRACT TITLE**

**Framework Contract on Supply and Delivery of Spare Parts with Provision of Ancillary Services and random tire service to the EUMM Georgia Vehicle Fleet**

**Identification number EUMM-19-6339**

**Article 1 Subject**

1.1 The subject of the framework contract is to settle the terms governing the supply and delivery to the Contracting Authority of spare parts for vehicles, as well as the performance of some ancillary services including random tire service (installation of spare parts, regular services, repair of vehicles, etc) by the Contractor (see the draft contract, special clauses, and Annexes II + III of the Dossier for the relevant description of the items and ancillary services and the yearly estimated quantities that may be ordered during the duration of the framework contract) in 1 (one) LOT for EUMM Georgia, DDP Incoterms 2010.

**LOT 1: OEM Spare Parts for vehicles manufactured by TOYOTA; nissan; MERCEDES BENZ BENZ; MAN and FORD;**

The period of implementation of the tasks identified in Annexes II + III shall be from 16 June 2019 till 14 December 2020 (both dates included).

**Annex 21** Provides with the full information about the EUMM vehicle fleet subject to the supply of spare parts and services under this framework contract.

1.2. The Framework Contract will be implemented by **Order Forms** for bulk spare parts supply, and by Work Orders (Appendix 22) for spare parts and ancillary services. Whenever the Contracting Authority intends to acquire bulk spare parts pursuant to this Framework contact, the authorized Contract Manager (see Art. 4 Special Conditions) shall submit the Order Form to the Contractor, specifying the quantities of items to be supplied.

Whenever the Contracting Authority intends to request the supply of spare parts and performance of ancillary services, the authorized Contract Manager shall send the Work Order to the Contractor via email as identified in Art. 4 Special Conditions, specifying the scope of services to be performed in relation to a given vehicle. A Work Order cannot cover more than one vehicle. Deliveries and performance of ancillary services shall take place in accordance with the terms and conditions of the Special and General Conditions.

Every month (indicatively by 30th of each month), an Ex-Post Specific Contract (model attached to the Draft Contract) shall be signed, as needed, by the parties to retrospectively cover all supplies and ancillary services provided by the Contractor on the basis of Work Orders issued by the EUMM’s Contract Manager’s. Ex-post Specific Contracts are requisite to payments of any supplied parts and/or rendered services (see also Art. 26 of the Special Conditions).

Each Ex Post Specific Contract shall be prepared by the Contracting Authority upon submission by the Contractor of the comprehensive final hard copy original invoice breaking down BY WORK ORDER (and, as such, BY VEHICLE) all spare parts and services provided during the month in EUR (actual dates and location of each rendered service to be specified) attached as **Annex A** to the Ex Post Specific Contract;

1.3 The spare parts and quantities specified in ANNEX II+III are only indicative items. **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 NOT to purchase ANY of these items.** **The overall financial ceiling is the maximum budget available for this framework contract as expressed in Article 3.1 below.**

1.4 The Contractor shall comply strictly with the terms of the Special Conditions and   
 the technical annexes.

**Article 2 Origin**

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

**Article 3 Price**

3.1 **Price for Spare parts**

3.1.1 The unit price of the supplies and ancillary services shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract value shall be ……………… EUR.

Order Forms or the emailed Work Orders shall be placed on the basis of the unit prices referred in the financial offer.

3.1.2 The Contracting Authority may also happen to order parts not in the provided list of spare parts; in these cases, the Contract Manager of the Contracting Authority reserves the right to assess the reasonableness of the unit price quoted by the Contractor based on the normal dealer or retail’s price for Georgia. When the unit price quoted is accepted, the spare part with its price will be added on the Quoted Part List and have the same regime as the parts listed and accepted from the Contractor’s financial offer. If a quoted price is not acceptable to the Contracting Authority, the latter reserves the right to purchase the supply from an alternative source and provide it to the Contractor for installation. In this case, the Contractor shall be relieved from the warranty obligation on the parts, whilst he shall remain responsible for the quality of the ancillary services.

**3.2. Price for Labour.**

3.2.1. For Labour the cost shall be determined by multiplying the unit price per working hour as specified in the financial offer with the amount of working hours specified on the invoice (as approved by the Contract Manager of the Contracting Authority).

3.2.2. The number of hours of labour shall be calculated using the Manufacturer’s Repair Flat Rate Schedule provided in Appendix No. 1 to 9 and the Maintenance Plan Flat Rate provided for each type of vehicle in Appendix No. 10 to 18. For MAN TGM Recovery Truck and in any other case of operations not recorded on flat rate’s lists, the Contractor shall submit a quotation for the specific work. Quotation will be sent to Contract Manager of the Contracting Authority for approval in advance of any repair taking place.

The price per hour of labour and unit price for spare parts and tyre services shall be firm and shall not be subject to revision for purchase orders placed during the implementation of the contract.

The price of the supplies shall be that shown on the financial offer (specimen in Annex IV)  
  
Payments shall be made in accordance with the general and/or special conditions (Articles 26 to 28).

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

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

* the contract agreement;
* the special conditions
* the general conditions (Annex I);
* the technical specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
* the technical offer (Annex III [including clarifications from the tenderer provided during tender evaluation]);
* the budget breakdown (Annex IV);
* Legal Entities; Financial Identification; Company Registration; VAT certificate, if applicable (specified forms and other relevant documents (Annex V);
* Ex-Ante Ex-post and Specific Contracts template;
* C 11 – Provisional acceptance form.

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 one original being for the Contractor.

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

# *SPECIAL CONDITIONS*

**CONTENTS**

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

**Article 2 Language of the contract**

2.1 The language used shall be 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 delivery.

Contact persons:

For the Contracting Authority:

|  |  |
| --- | --- |
| Name: |  |
| Title: |  |
| Address: | 49, Krtsanisi street, Tbilisi, Georgia |
| Telephone: |  |
| E-mail: |  |

For the Contractor:

|  |  |
| --- | --- |
| Name: |  |
| Title: |  |
| Telephone: |  |
| E-mail: |  |

.

**Article 6 Subcontracting**

The subcontracting is allowed:

* 1. Sub-contracting is the only allowed on condition that the the company explicitly states that it is the sole party which will be contractually liable. If the company intends to subcontract one or more parts of the contract, this must be clearly stated by the company in its offer.
  2. Even if sub-contracting is allowed, the contractor must intend to carry out the major part of the services itself. The total value of the sub-contracted part of the contract must **not exceed 49%** of the contract value and the sub-contractor must not sub-contract further.

6.3 Sub-contractors must provide services to the same standard of the contractor and meet all the requirements for workshop tools, security of parts and vehicles in their custody. The main Contractor shall remain fully liable for the conduct of his subcontractors in the scope of the present contract.

6.4 Contractor shall provide the sub-contractors name and address.

**Article 7 Supply of documents**

Language of all documents shall be English.

**Article 8 Assistance with local regulations**

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

**Article 11 Performance guarantee**

The company in case of award, will be asked to provide a **performance guarantee of 5%** of the amount of the contract at the signing of the contract. This guarantee must be provided together with the return of the countersigned contract no later than 30 days after the company receives the contract signed by the Contracting Authority. If the selected entity fails to provide such a guarantee within this period, the contract will be void.

**Article 12 Liabilities and insurance**

12.1. The contractor shall insure for replacement value of the goods until delivery.

* 1. The contractor will be wholly responsible for the vehicles while they are on its premises and must be insured accordingly. Any damage incurred will be rectified by the contractor at his own cost.

12.3 The contractor must ensure that all his staffs performing vehicle road tests, are fully   
 insured and hold a valid driving license for the category of vehicle being driven.

**Article 13 Programme of implementation of the tasks (timetable)**

13.1 Supply of bulk spare parts

The implementation period of tasks for supplying bulk spare parts shall run from the date of the signature of the Ex-ante Specific Contract to the date for provisional acceptance of the spare parts.

The place of acceptance of the ordered spare parts shall be the Contracting Authority’ warehouse, the time limits for delivery shall be **45 calendar days** (unless differently agreed) and the Incoterm applicable shall be DDP[[9]](#footnote-9).

13.2 Supply of spare parts in combination with ancillary services

The implementation period of tasks for ancillary services shall run from the date of Quotation acceptance to the date of receiving the Work Order.

The place of acceptance of the ancillary services shall be the Contractor’s workshop; the time limits for delivery shall be **14 working days** (unless differently agreed for complex repair services).

The “Ex-Post Specific Contract” for supplying of parts and ancillary services will be signed once in a month retroactively covering all Contractor’s emailed Work Order Bills. The “Ex-post Specific contract” shall be prepared by the Contracting Authority and sent to the Contractor for signature, specifying the list of items.

**Article 16 Tax and customs arrangements**

The European Union and Georgia have agreed on the status of the European Union Monitoring Mission in Georgia (SOMA - 3 November 2008) that: “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

**Article 18 Commencement order**

The Framework Contract shall be effective **from 16 June 2019.**

Under no circumstances may specific contracts or Work Orders be placed before the date on which the framework contract enters into force and/or after the framework contract expires.

**Article 19 Period of implementation of the tasks**

The period of implementation is from the commencement order **till 14 December 2020 (included).**

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.

In case of termination of the framework contract on such grounds, the Contractor shall NOT be entitled to claim any indemnity for loss suffered . 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  specific contract  issued by the Contracting Authority.

**Article 24 Quality of supplies**

**A. Quality of spare parts.**

24.1 Only Original Equipment Manufacturer (OEM) approved parts and material shall be used. On exceptional cases, using of the non OEM parts might be aproved by the Contractor Authority Project Manager prior repairing process.

**B. Quality of Ancillary Services.**

24.2 Provisional list of ancillary services:

* Preventive maintenance (Service)
* Mechanical repairs.
* Body repairs and paintings.
* Wheel alignment.
* Tyre fitting service, puncture repairs and wheel balancing.

24.3 The contractor will perform all services to the highest quality and at least to a level that is in accordance with the vehicle manufacturer’s Workshop Repair Manual and any changes or alteration as defined by the Contracting authority.

24.4 Where no specific instructions are provided by the manufacturer, the Contractor will maintain a standard in keeping with the highest levels in the automotive industry, based on the vehicle road worthiness testing to European acceptable standards.

24.5 The interior of the vehicles will be protected at all times using seat covers and other protection to ensure that the interior furnishings are not damaged or soiled in any way.

24.6 Service operations should strictly follow the Maintenance plans attached to the current contract.

24.7 The contractor will not touch or tamper with any part of a vehicle that does not require inspection as part of the provision of any service under this contract. The contractor will be responsible for the repair or replacement of any parts that are damaged through such unauthorized tampering

**Article 25 Inspection and testing**

25.1 The Contracting authority must be provided access at all times to inspect parts supplied to ensure they are genuine.

25.2 All service and repair work must be approved by the Contracting Authority PM. Any unsatisfactory work as identified by the Contracting Authority PM or his replacement will be rectified by the Contractor at its own expenses

**Article 26 General principles for payments**

26.1 Payments shall be made in EUR/GEL[[10]](#footnote-10).

26.3 Payments will be made in accordance with Article 26 of the General Conditions into the bank account notified by the Contractor to the Contracting.

Payments shall be authorized and made by EUMM Finance Department to the bank account mentioned on the financial identification form completed by the Contractor against presentation of following documents:

- Signature of the specific Contact and Order form

- Work order on each car

- Original Invoice

- C11

Payments will be executed upon signature of Ex Post Specific Contracts once a month within 30 days from the issuance of the provisional acceptance certificate (C11).

**Article 29 Delivery**

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

**Article 31 Provisional acceptance**

31.1 The Certificate of Provisional Acceptance C11 for bulk ordered spare parts must be issued upon the execution of each order.

31.2 For the spare parts used on regular bases for ancillary services, the certified Work Order shall be mutually accepted by parties for the purposes of provisional acceptance.

**Article 32 Warranty obligations**

The Contractor shall warrant the installed 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 one year after provisional acceptance of the installation services (maintenance or repairs).

The warranty for the spare parts installed on armored vehicles will be assessed on case by case bases, pending of the influnce of the additional weight or other specific limitations.

**Article 33 After-sales service**

Not required.

**Article 40 Settlement of disputes**

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

\* \* \*

**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 Project Manager of the Mission (hereinafter referred to as " Project Manager ") [name in full],

of the one part,

and

[official name in full]

[*official legal form*]A

**[***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 -- **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.26 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 in EUR  Without VAT |
|  | |  |  |
|  | |  |  |
|  | |  |  |
|  | |  |  |
|  | |  |  |
| **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 Contractor,  [forename/surname /function]  signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | For the Contracting Authority  Project Manager  [*Company name*/forename/surname/function]  signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Done at [place], [date] | Done at [place], [date] |

**EX POST SPECIFIC CONTRACT No […]**

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

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 Project Manager of the Mission (hereinafter referred to as "the Project Manager ") [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 Contract No [complete] signed by the Contacting Authority and the Contractor on [complete date]

**1.2** The Contractor confirms that between [dd/mm/yyyy] and [dd/mm/yyyy] supplies and ancillary services were supplied as indicated in the Annex A.

**Article 2: SCOPE**

**2.1** This specific contract covers ALL WORK ORDER issued by the Contracting Authority between [dd/mm/yyyy] and [dd/mm/yyyy] 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.

**Annex B** – Collection of ALL C11s and Pro Forma invoices issued by the Contractor for each individual service order during the period covered by the present Specific Contract.

**Annex C -** Comprehensive Final Invoice for all the Service Orders executed during the period.

**SIGNATURES**

|  |  |
| --- | --- |
| For the Contractor,  [*Company name*/forename/surname/function]  signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | For the Contracting Authority  Project Manager  [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 | C11 DATE | | Pro forma INVOICE No. | LOCATION | VEHICLE NUMBER | PRICE, EUR  Without VAT |
|  |  | |  |  |  |  |
|  |  | |  |  |  |  |
|  |  | |  |  |  |  |
| **Total Price:** | | | | | | **……** |
|  | | | | | | |
| This order shall only take effect if it is annexed to a Specific Contract signed by both parties. | | *Other details:* | | | | |

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

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ANNEX I:

GENERAL CONDITIONS 2018  
for Supply Contract

**(SEE ATTACHED AS PDF FILE)**

***ANNEX II + III:* TECHNICAL SPECIFICATIONS + TECHNICAL OFFER**

**Contract title : Framework Contract on Supply and Delivery of Spare Parts with Provision of Ancillary Services and random tire service to the EUMM Georgia Vehicle Fleet p 1 /…**

**Reference: EUMM-19-6339**

**OEM Spare Parts for vehicles manufactured by TOYOTA; nissan; MERCEDES; MAN and FORD;**

**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 offere3

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.

**The listed part numbers are references by the vehicles’ manufacturer (OE). They are mentioned for an accurate identification of each part. Offers with parts different to the listed ones would be accepted as long as:**

* **They are OEM parts equivalent the original within the vehicles’ manufacturer catalogue (Certificate of being OEM issued either by the parts’ producer or the vehicles’ manufacturer must be provided with the offer), or alternatively**
* **Offered parts are Certified ISO TS16949:2009 or IATF 16949:2016 (certificate must be provided with the offer).**

**In either case and besides the obligation of providing the above certificates together with the offer, the Contract Manager reserves the right to perform checks on any certificate during the contract implementation period.**

The spare part’s quantities represent only estimations. Consequently, the C.A. is not obliged to purchase all listed quantities.

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | |  |  | |  | |  |  |  |
| **OEM Spare Parts for vehicles manufactured by TOYOTA (vehicle's models and chassis numbers on Annex 21)** | | | | | | | | |  |  |
|  |  | |  |  | | |  |  |  |  |
|  |  | |  |  | | |  |  |  |  |
| **1** | **2** | | | | | | **3** | | **4** | **5** |
| **Item** | **Specifications Required** | | | | | | **Specifications Offered** | | **Note, remarks,** | **Evaluation** |
| **No.** | **Part Number** | **Description & estimated quantity** | | | | | **Part Number** | **Description** | **ref to documentation** | **Committee's Notes** |
| 1 | 198948306 | V BELT BOSCH 6PK2225 | | | 1 | |  |  |  |  |
| 2 | 04152-38020 | ELEMENT KIT, OIL FILTER | | | 3 | |  |  |  |  |
| 3 | 04371-36030 | SPIDER KIT, UNIVERSAL JOINT(FOR PROPELLER SHAFT) | | | 1 | |  |  |  |  |
| 4 | 04371-36050 | SPIDER KIT, REAR PROPELLER SHAFT UNIVERSAL JOINT | | | 1 | |  |  |  |  |
| 5 | 04371-60070 | SPIDER KIT, FRONT PROPELLER SHAFT UNIVERSAL JOINT | | | 2 | |  |  |  |  |
| 6 | 04446-60070 | POWER STEERING SEAL (LC76 1HZ) | | | 1 | |  |  |  |  |
| 7 | 04446-60270 | POWER STEERING SEAL (LC 200 1VD-FTV) | | | 1 | |  |  |  |  |
| 8 | 04446-60260 | POWER STEERING SEAL (LC200 2UZ-FE) | | | 1 | |  |  |  |  |
| 9 | 04465-36020 | PAD KIT, DISC BRAKE, FRONT | | | 1 | |  |  |  |  |
| 10 | 04465-60280 | PAD KIT, DISC BRAKE, FRONT | | | 3 | |  |  |  |  |
| 11 | 04465-60340 | PAD KIT, DISC BRAKE, FRONT | | | 3 | |  |  |  |  |
| 12 | 04466-60120 | PAD KIT, DISC BRAKE, REAR | | | 3 | |  |  |  |  |
| 13 | 04483-36120 | SHACKLE KIT, REAR SPRING, RH | | | 1 | |  |  |  |  |
| 14 | 04494-36300 | SHOE KIT, REAR BRAKE | | | 1 | |  |  |  |  |
| 15 | 04495-60070 | SHOE KIT, REAR BRAKE | | | 1 | |  |  |  |  |
| 16 | 11101-17050 | HEAD SUB-ASSY, CYLINDER | | | 1 | |  |  |  |  |
| 17 | 11101-59195 | HEAD SUB-ASSY, CYLINDER | | | 1 | |  |  |  |  |
| 18 | 11115-51030-C0 | GASKET, CYLINDER HEAD | | | 1 | |  |  |  |  |
| 19 | 12362-50030 | ENGINE MOUNT LEFT | | | 1 | |  |  |  |  |
| 20 | 12361-50250 | ENGINE MOUNT RIGHT | | | 1 | |  |  |  |  |
| 21 | 12371-50210 | GEAR BOX MOUNTING | | | 1 | |  |  |  |  |
| 22 | 13568-19195 | BELT, TIMING | | | 4 | |  |  |  |  |
| 23 | 15255-1P110 | OIL FILLER CAP | | | 1 | |  |  |  |  |
| 24 | 16100-19235 | PUMP ASSY, ENGINE WATER | | | 1 | |  |  |  |  |
| 25 | 16400-17231 | RADIATOR ASSY | | | 1 | |  |  |  |  |
| 26 | 16400-17400 | RADIATOR ASSY | | | 1 | |  |  |  |  |
| 27 | 16400-50380 | RADIATOR ASSY | | | 1 | |  |  |  |  |
| 28 | 16400-51040 | RADIATOR ASSY | | | 1 | |  |  |  |  |
| 29 | 17565-28010 | SUPPORT, EXHAUST PIPE, NO.5 | | | 1 | |  |  |  |  |
| 30 | 17801-38030 | ELEMENT SUB-ASSY, AIR FILTER | | | 1 | |  |  |  |  |
| 31 | 17801-51020 | ELEMENT SUB-ASSY, AIR CLEANER FILTER | | | 2 | |  |  |  |  |
| 32 | 17801-61030 | ELEMENT SUB-ASSY, AIR CLEANER FILTER | | | 6 | |  |  |  |  |
| 33 | 19850-17010 | PLUG ASSY, GLOW | | | 1 | |  |  |  |  |
| 34 | 19850-26010 | PLUG ASSY, GLOW | | | 1 | |  |  |  |  |
| 35 | 22100-1C201 | PUMP ASSY, INJECTION OR SUPPLY | | | 1 | |  |  |  |  |
| 36 | 23300-50150 | FILTER ASSY, FUEL | | | 1 | |  |  |  |  |
| 37 | 23390-30170 | ELEMENT SUB-ASSY, FUEL FILTER | | | 1 | |  |  |  |  |
| 38 | 23390-51020 | ELEMENT ASSY, FUEL FILTER | | | 3 | |  |  |  |  |
| 39 | 23390-51070 | ELEMENT ASSY, FUEL FILTER | | | 15 | |  |  |  |  |
| 40 | 23600-19075 | HOLDER & NOZZLE SET, NOZZLE | | | 1 | |  |  |  |  |
| 41 | 23670-59035 | INJECTOR ASSY | | | 1 | |  |  |  |  |
| 42 | 27060-17220 | ALTERNATOR ASSY | | | 1 | |  |  |  |  |
| 43 | 27060-17240 | ALTERNATOR ASSY | | | 1 | |  |  |  |  |
| 44 | 27060-50390 | ALTERNATOR ASSY | | | 1 | |  |  |  |  |
| 45 | 27060-51030 | ALTERNATOR ASSY | | | 1 | |  |  |  |  |
| 46 | 28100-17051 | STARTER ASSY | | | 1 | |  |  |  |  |
| 47 | 28100-50090 | STARTER ASSY | | | 1 | |  |  |  |  |
| 48 | 31210-36330 | COVER ASSY, CLUTCH | | | 2 | |  |  |  |  |
| 49 | 31210-36340 | COVER ASSY, CLUTCH | | | 1 | |  |  |  |  |
| 50 | 31230-36200 | BEARING ASSY, CLUTCH RELEASE | | | 1 | |  |  |  |  |
| 51 | 31230-60201 | BEARING ASSY, CLUTCH RELEASE | | | 2 | |  |  |  |  |
| 52 | 31250-36620 | DISC ASSY, CLUTCH | | | 1 | |  |  |  |  |
| 53 | 31250-60431 | DISC ASSY, CLUTCH | | | 2 | |  |  |  |  |
| 54 | 31420-60050 | CYLINDER ASSY, CLUTCH MASTER | | | 1 | |  |  |  |  |
| 55 | 31470-36291 | CYLINDER ASSY, CLUTCH RELEASE | | | 1 | |  |  |  |  |
| 56 | 31470-60290 | CYLINDER ASSY, CLUTCH RELEASE | | | 1 | |  |  |  |  |
| 57 | 32910-60160 | COOLER ASSY, OIL | | | 1 | |  |  |  |  |
| 58 | 33030-6A412 | TRANSMISSION UNIT ASSY, MANUAL | | | 1 | |  |  |  |  |
| 59 | 35000-60B70 | TRANSMISSION ASSY, AUTOMATIC | | | 1 | |  |  |  |  |
| 60 | 35168-34020 | OIL PAN GASKET | | | 1 | |  |  |  |  |
| 61 | 35330-60060 | TRANSMISSION OIL STAINER | | | 1 | |  |  |  |  |
| 62 | 36100-60A91 | TRANSFER ASSY | | | 1 | |  |  |  |  |
| 63 | 36100-60B20 | TRANSFER ASSY | | | 1 | |  |  |  |  |
| 64 | 36110-6E181 | TRANSFER ASSY | | | 1 | |  |  |  |  |
| 65 | 37110-60A50 | SHAFT ASSY, PROPELLER | | | 1 | |  |  |  |  |
| 66 | 37140-60540 | SHAFT ASSY, PROPELLER, FRONT | | | 1 | |  |  |  |  |
| 67 | 38110-60280 | WINCH ASSY | | | 1 | |  |  |  |  |
| 68 | 38600-60090 | MOTOR ASSY, W/MAGNET SWITCH, WINCH | | | 1 | |  |  |  |  |
| 69 | 38611-60011 | SWITCH, MAGNET, NO.2 (FOR WINCH MOTOR) | | | 2 | |  |  |  |  |
| 70 | 38640-60030 | SWITCH ASSY, WINCH CONTROL | | | 1 | |  |  |  |  |
| 71 | 41110-60A60 | CARRIER ASSY, DIFFERENTIAL, REAR | | | 1 | |  |  |  |  |
| 72 | 41110-6A311 | CARRIER ASSY, DIFFERENTIAL, FRONT | | | 1 | |  |  |  |  |
| 73 | 42420-69016 | HUB (OR SHAFT) & BRAKE DRUM REAR AXLE, RH | | | 1 | |  |  |  |  |
| 74 | 42431-37080 | DRUM SUB-ASSY, REAR BRAKE | | | 1 | |  |  |  |  |
| 75 | 42431-60261 | REAR WHEEL BRAKE-DISC | | | 1 | |  |  |  |  |
| 76 | 42431-60290 | BRAKE DISC, REAR | | | 1 | |  |  |  |  |
| 77 | 42610-60320 | WEEL, DISC 16 X 7 JJ ALU | | | 1 | |  |  |  |  |
| 78 | 43211-60111 | KNUCKLE, STEERING, RH | | | 1 | |  |  |  |  |
| 79 | 43211-60190 | KNUCKLE, STEERING, RH | | | 1 | |  |  |  |  |
| 80 | 43405-60120 | SHAFT SUB-ASSY, FRONT AXLE OUTER | | | 1 | |  |  |  |  |
| 81 | 43430-60071 | SHAFT ASSY, FRONT DRIVE, RH | | | 1 | |  |  |  |  |
| 82 | 43502-60190 | HUB SUB-ASSY, FRONT AXLE, RH | | | 1 | |  |  |  |  |
| 83 | 43502-69086 | HUB SUB-ASSY, FRONT AXLE, RH | | | 1 | |  |  |  |  |
| 84 | 43512-36171 | BRAKE DISC, FRONT | | | 1 | |  |  |  |  |
| 85 | 43512-60141 | BRAKE DISC, FRONT | | | 1 | |  |  |  |  |
| 86 | 43512-60180 | BRAKE DISC, FRONT | | | 1 | |  |  |  |  |
| 87 | 43570-60030 | BEARING ASSY, FRONT AXLE W/ABS ROTOR RH | | | 2 | |  |  |  |  |
| 88 | 04466-60080 | PAD KIT, DISC BRAKE, REAR | | | 1 | |  |  |  |  |
| 89 | 44110-36361 | GEAR ASSY, POWER STEERING | | | 1 | |  |  |  |  |
| 90 | 44110-60440 | GEAR ASSY, POWER STEERING | | | 1 | |  |  |  |  |
| 91 | 44200-60170 | LINK ASSY, POWER STEERING | | | 1 | |  |  |  |  |
| 92 | 44310-60450 | PUMP ASSY, VANE | | | 1 | |  |  |  |  |
| 93 | 44310-60480 | PUMP ASSY, VANE | | | 1 | |  |  |  |  |
| 94 | 44310-60500 | PUMP ASSY, VANE | | | 1 | |  |  |  |  |
| 95 | 44320-36240 | PUMP ASSY, VANE | | | 1 | |  |  |  |  |
| 96 | 44402-60031 | COOLER SUB-ASSY, POWER STEERING OIL, NO.1 | | | 1 | |  |  |  |  |
| 97 | 44410-60720 | TUBE ASSY, PRESSURE FEED | | | 1 | |  |  |  |  |
| 98 | 45045-69075 | END SUB-ASSY, STEERING RELAY ROD, LH | | | 1 | |  |  |  |  |
| 99 | 45046-69135 | END SUB-ASSY, TIE ROD, LH | | | 1 | |  |  |  |  |
| 100 | 45046-69235 | END SUB-ASSY, TIE ROD, RH | | | 1 | |  |  |  |  |
| 101 | 45047-69145 | END SUB-ASSY, TIE ROD LH | | | 1 | |  |  |  |  |
| 102 | 45450-39225 | ROD ASSY, STEERING RELAY | | | 1 | |  |  |  |  |
| 103 | 45460-39385 | ROD ASSY, TIE, RH | | | 1 | |  |  |  |  |
| 104 | 45460-69255 | ROD ASSY, TIE | | | 1 | |  |  |  |  |
| 105 | 45490-39435 | ARM ASSY, STEERING IDLER | | | 1 | |  |  |  |  |
| 106 | 45503-60030 | END SUB-ASSY, STEERING RACK | | | 1 | |  |  |  |  |
| 107 | 45535-60020 | BOOT, STEERING RACK, NO.1 | | | 1 | |  |  |  |  |
| 108 | 45611-60110 | ARM, STEERING KNUCKLE, NO.1 | | | 1 | |  |  |  |  |
| 109 | 45612-60080 | ARM, STEERING KNUCKLE, NO.2 | | | 1 | |  |  |  |  |
| 110 | 45700-69175 | DAMPER ASSY, STEERING | | | 1 | |  |  |  |  |
| 111 | 46410-60A10 | CABLE ASSY, PARKING BRAKE, NO.1 | | | 1 | |  |  |  |  |
| 112 | 46530-34010 | SHOE ASSY, PARKING BRAKE, RH OR CENTER NO.2 | | | 1 | |  |  |  |  |
| 113 | 46530-60020 | SHOE ASSY, PARKING BRAKE, LH NO.1 | | | 1 | |  |  |  |  |
| 114 | 46550-60070 | SHOE ASSY, PARKING BRAKE, RH OR CENTER NO.2 | | | 1 | |  |  |  |  |
| 115 | 47025-60160 | CYLINDER SUB-ASSY, BRAKE MASTER | | | 1 | |  |  |  |  |
| 116 | 47025-60170 | CYLINDER SUB-ASSY, BRAKE MASTER | | | 1 | |  |  |  |  |
| 117 | 47201-60A00 | CYLINDER SUB-ASSY, BRAKE MASTER | | | 1 | |  |  |  |  |
| 118 | 47207-37060 | CYLINDER SUB-ASSY, BRAKE MASTER LESS RESERVOIR TANK | | | 1 | |  |  |  |  |
| 119 | 47550-60120 | CYLINDER ASSY, REAR WHEEL BRAKE(FOR RH, FRONT OR UPPER) | | | 1 | |  |  |  |  |
| 120 | 47624-60021 | CRANK, PARKING BRAKE BELL RH | | | 1 | |  |  |  |  |
| 121 | 47628-60010 | BRACKET, BELL CRANK RH | | | 1 | |  |  |  |  |
| 122 | 47730-36030 | CYLINDER ASSY, FRONT DISC BRAKE, RH | | | 1 | |  |  |  |  |
| 123 | 47730-60120 | CYLINDER ASSY, FRONT DISC BRAKE, RH | | | 1 | |  |  |  |  |
| 124 | 47730-60280 | CYLINDER ASSY, FRONT DISC BRAKE, RH | | | 1 | |  |  |  |  |
| 125 | 47950-60030 | ACCUMULATOR ASSY, BRAKE BOOSTER | | | 1 | |  |  |  |  |
| 126 | 48061-60010 | BUSH, LOWER ARM | | | 1 | |  |  |  |  |
| 127 | 48068-60030 | ARM SUB-ASSY, FRONT SUSPENSION, LOWER NO.1 RH | | | 1 | |  |  |  |  |
| 128 | 48131-6B290 | SPRING, FRONT COIL, RH | | | 1 | |  |  |  |  |
| 129 | 48161-36100 | SPRING, TORSION BAR, RH | | | 1 | |  |  |  |  |
| 130 | 48210-3C141 | SPRING ASSY, REAR RH | | | 1 | |  |  |  |  |
| 131 | 48304-60110 | BUMPER, FRONT SPRING, RH | | | 1 | |  |  |  |  |
| 132 | 48310-60101 | SPRING ASSY, FRONT SUSPENSION HOLLOW, RH | | | 1 | |  |  |  |  |
| 133 | 48332-36030 | BUMPER, FRONT SPRING, NO.2 RH | | | 1 | |  |  |  |  |
| 134 | 48509-60040 | RETAINER, CUSHION, NO.2(FOR FRONT SHOCK ABSORBER) | | | 1 | |  |  |  |  |
| 135 | 48510-39676 | ABSORBER ASSY, SHOCK, FRONT RH | | | 1 | |  |  |  |  |
| 136 | 48511-69665 | ABSORBER ASSY, SHOCK, FRONT LH | | | 1 | |  |  |  |  |
| 137 | 48531-69855 | ABSORBER ASSY, SHOCK, REAR RH | | | 1 | |  |  |  |  |
| 138 | 48531-80581 | ABSORBER ASSY, SHOCK, REAR RH | | | 1 | |  |  |  |  |
| 139 | 48605-39015 | ARM SUB-ASSY, FRONT SUSPENSION, LOWER NO.1 RH | | | 1 | |  |  |  |  |
| 140 | 48607-36010 | ARM SUB-ASSY, FRONT SUSPENSION, LOWER NO.2 RH | | | 1 | |  |  |  |  |
| 141 | 48609-60070 | SUPPORT SUB-ASSY, FRONT SUSPENSION, RH | | | 1 | |  |  |  |  |
| 142 | 48654-60040 | BUSH, FRONT LOWER ARM, NO.1 | | | 3 | |  |  |  |  |
| 143 | 48655-60040 | BUSH, FRONT LOWER ARM, NO.2 | | | 1 | |  |  |  |  |
| 144 | 48706-60070 | BUSH SUB-ASSY, FRONT LATERAL CONTROL ROD | | | 1 | |  |  |  |  |
| 145 | 48710-60140 | ARM ASSY, UPPER CONTROL, REAR RH | | | 1 | |  |  |  |  |
| 146 | 48720-60070 | ARM ASSY, LOWER CONTROL, RH | | | 1 | |  |  |  |  |
| 147 | 48740-60150 | ROD ASSY, REAR LATERAL CONTROL | | | 1 | |  |  |  |  |
| 148 | 48802-60100 | LINK SUB-ASSY, STABILIZER | | | 1 | |  |  |  |  |
| 149 | 48805-60120 | BAR SUB-ASSY, REAR STABILIZER | | | 1 | |  |  |  |  |
| 150 | 48811-60280 | BAR, STABILIZER, FRONT | | | 1 | |  |  |  |  |
| 151 | 48815-60240 | BUSH, STABILIZER(FOR REAR) | | | 1 | |  |  |  |  |
| 152 | 48815-60250 | BUSH, FRONT STABILIZER LOWER BRACKET, RH | | | 2 | |  |  |  |  |
| 153 | 48820-60070 | LINK ASSY, FRONT STABILIZER, RH | | | 1 | |  |  |  |  |
| 154 | 48849-60010 | BUSH(FOR REAR STABILIZER BAR) | | | 4 | |  |  |  |  |
| 155 | 52069-60052 | MOLDING, REAR BUMPER LH | | | 1 | |  |  |  |  |
| 156 | 52156-60070 | SUPPORT, REAR BUMPER SIDE, LH | | | 1 | |  |  |  |  |
| 157 | 52159-60947 | COVER, REAR BUMPER | | | 1 | |  |  |  |  |
| 158 | 53420-60050 | HINGE ASSY, HOOD, LH | | | 1 | |  |  |  |  |
| 159 | 53440-69085 | SUPPORT ASSY, HOOD, RH | | | 1 | |  |  |  |  |
| 160 | 53450-69085 | SUPPORT ASS HOOD LH | | | 1 | |  |  |  |  |
| 161 | 56112-V0100 | BUSH REAR STABILISER | | | 1 | |  |  |  |  |
| 162 | 77010-60171 | TUBE ASSY, FUEL TANK VENT | | | 1 | |  |  |  |  |
| 163 | 77020-60392 | TUBE ASSY, FUEL SUCTION W/PUMP & GAGE | | | 1 | |  |  |  |  |
| 164 | 81551-60820 | LENS & BODY, REAR COMBINATION LAMP, RH | | | 1 | |  |  |  |  |
| 165 | 81581-60180 | LENS & BODY, REAR LAMP, RH | | | 1 | |  |  |  |  |
| 166 | 81551-60380 | LENS, REAR COMBINATION LAMP, RH | | | 1 | |  |  |  |  |
| 167 | 83320-60490 | GAGE ASSY, FUEL SENDER | | | 1 | |  |  |  |  |
| 168 | 84306-52100 | STEERING WHEEL SPIRAL | | | 1 | |  |  |  |  |
| 169 | 84340-69075 | SWITCH ASSY, STOP LAMP | | | 1 | |  |  |  |  |
| 170 | 85242-12100 | REAR VIPER BLADE | | | 1 | |  |  |  |  |
| 171 | 85620-36400 | MOTOR ASSY, AUTOMATIC DOOR REGULATOR | | | 1 | |  |  |  |  |
| 172 | 85710-60031 | MOTOR ASSY, POWER WINDOW REGULATOR, FRONT RH | | | 1 | |  |  |  |  |
| 173 | 86309-60170 | ANTENNA POLE | | | 1 | |  |  |  |  |
| 174 | 87103-60390 | MOTOR SUB-ASSY, BLOWER W/FAN | | | 1 | |  |  |  |  |
| 175 | 87139-30040 | CABIN FILTER, CLEAN AIR | | | 2 | |  |  |  |  |
| 176 | 88320-36530 | COMPRESSOR ASSY, COOLER | | | 1 | |  |  |  |  |
| 177 | 88320-6A230 | COMPRESSOR ASSY, COOLER | | | 1 | |  |  |  |  |
| 178 | 88320-6A320 | COMPRESSOR ASSY, COOLER | | | 1 | |  |  |  |  |
| 179 | 88340-36070 | CONDENSER ASSY, COOLER | | | 1 | |  |  |  |  |
| 180 | 88460-60400 | CONDENSER ASSY, COOLER | | | 1 | |  |  |  |  |
| 181 | 88460-60410 | CONDENSER ASSY, COOLER | | | 1 | |  |  |  |  |
| 182 | 89516-60110 | WIRE, SKID CONTROL SENSOR RH | | | 1 | |  |  |  |  |
| 183 | 89543-60050 | SENSOR, SPEED, FRONT LH | | | 2 | |  |  |  |  |
| 184 | 89546-60040 | LEFT ABS SENZOR REAR (LC76) | | | 1 | |  |  |  |  |
| 185 | 90126-12005 | BOLT-STUD | | | 4 | |  |  |  |  |
| 186 | 90210-10001 | STEERING WASHER LC 76 | | | 1 | |  |  |  |  |
| 187 | 90312-87001 | SEAL, FRONT AXLE HUB | | | 2 | |  |  |  |  |
| 188 | 90316-83001 | SEAL FOR FRONT AXLE HUB INNER | | | 2 | |  |  |  |  |
| 189 | 90363-12010 | BEARING (FOR INPUT SHAFT) | | | 1 | |  |  |  |  |
| 190 | 90366-20003 | BEARING(FOR STEERING KNUCKLE ARM) | | | 1 | |  |  |  |  |
| 191 | 90366-50069 | BEARING (FOR FRONT AXLE HUB INNER LH) | | | 1 | |  |  |  |  |
| 192 | 90385-18021 | BUSH(FOR REAR SPRING SHACKLE) | | | 1 | |  |  |  |  |
| 193 | 90385-19003 | BUSH(FOR REAR SHOCK ABSORBER) | | | 1 | |  |  |  |  |
| 194 | 90385-19006 | BUSH(FOR REAR SHOCK ABSORBER RH) | | | 1 | |  |  |  |  |
| 195 | 90915-20004 | ELEMENT KIT, OIL FILTER | | | 2 | |  |  |  |  |
| 196 | 90915-30002 | FILTER SUB-ASSY, OIL | | | 20 | |  |  |  |  |
| 197 | 90916-02452 | BELT, V(FOR FAN & ALTERNATOR) | | | 4 | |  |  |  |  |
| 198 | 90916-02589 | BELT, V (COOLER COMPRESSOR TO CRANKSHAFT PULLEY), NO.1 | | | 1 | |  |  |  |  |
| 199 | 90919-01210 | PLUG, SPARK | | | 1 | |  |  |  |  |
| 200 | 90942-01101 | NUT,HUB | | | 1 | |  |  |  |  |
| 201 | 90942-01103 | NUT, HUB (FOR AXLE) | | | 12 | |  |  |  |  |
| 202 | 90942-02083 | BOLT, HUB (FOR FRONT AXLE RH) | | | 20 | |  |  |  |  |
| 203 | 90947-02F40 | HOSE, FLEXIBLE(FOR REAR BRAKE TUBE) | | | 1 | |  |  |  |  |
| 204 | 90948-01064 | CUSHION, REAR SHOCK ABSORBER, NO.1 | | | 1 | |  |  |  |  |
| 205 | 90948-01096 | CUSHION, FRONT SHOCK ABSORBER, NO.1 RH | | | 1 | |  |  |  |  |
| 206 | 90948-02141 | RETAINER, CUSHION, NO.1(FOR FRONT SHOCK ABSORBER) | | | 1 | |  |  |  |  |
| 207 | 90948-02170 | RETAINER, CUSHION, NO.3(FOR REAR SHOCK ABSORBER) | | | 1 | |  |  |  |  |
| 208 | 90948-02173 | RETAINER, CUSHION, NO.1(FOR REAR SHOCK ABSORBER) | | | 1 | |  |  |  |  |
| 209 | 90948-02184 | RETAINER, CUSHION, NO.2(FOR REAR SHOCK ABSORBER) | | | 1 | |  |  |  |  |
| 210 | 90981-11059 | Bulb 12v w16w | | | 1 | |  |  |  |  |
| 211 | 90981-11062 | BULB - INTERIOR LIGHT 12V W8 | | | 1 | |  |  |  |  |
| 212 | 90981-13046 | BULB(FOR HEADLAMP, NO.1) | | | 1 | |  |  |  |  |
| 213 | 90981-13046 | BULB - HEADLIGHT No.1 12V 65W or equivalent | | | 1 | |  |  |  |  |
| 214 | 90981-13047 | BULB - FOG LAMP 12V 51W Halogen | | | 1 | |  |  |  |  |
| 215 | 90981-13058 | BULB - HEADLIGHT 12V 60/55 W | | | 1 | |  |  |  |  |
| 216 | 90981-13075 | BULB - HEADLIGHT No.2 12V 55W or equivalent | | | 1 | |  |  |  |  |
| 217 | 90981-14011 | BULB - INTERIOR LIGHT 12V W8 | | | 1 | |  |  |  |  |
| 218 | 90981-15021 | BULB (FOR FRONT TURN SIGNAL LAMP) | | | 1 | |  |  |  |  |
| 219 | 90981-15021 | BULB 12V 21W or equivalent | | | 1 | |  |  |  |  |
| 220 | 90981-17008 | BULB(FOR HEADLAMP, NO.1) | | | 1 | |  |  |  |  |
| 221 | 90981-20021 | BULB - DISCHARGE HEADLAMP or equivalent | | | 1 | |  |  |  |  |
| 222 | 90982-09021 | FUSE | | | 4 | |  |  |  |  |
| 223 | 90982-09022 | FUSE | | | 1 | |  |  |  |  |
| 224 | 90982-09023 | FUSE 30 amp | | | 1 | |  |  |  |  |
| 225 | 90982-09025 | FUSE 20 amp | | | 2 | |  |  |  |  |
| 226 | 91672-L1240 | BOLT, CALIPER | | | 1 | |  |  |  |  |
| 227 | 99132-11210 | BULB 12V 21W or equivalent | | | 1 | |  |  |  |  |
| 228 | 99132-12050 | BULB 12V 5W or equivalent | | | 1 | |  |  |  |  |
| 229 | 99132-21210 | BULB - 12V 21/5 W | | | 1 | |  |  |  |  |
| 230 | 99332-11260 | BELT, V (COOLER COMPRESSOR TO CRANKSHAFT PULLEY), NO.1 | | | 4 | |  |  |  |  |
| 231 | 99369-K2250 | BELT, V(FOR FAN & ALTERNATOR) | | | 1 | |  |  |  |  |
| 232 | N/A | DIESEL ENGINE OIL VISCOSITY - SAE 5W-30 Oil type- API CF-4 or CF, API CE or CD (liters) | | | 500 | |  |  |  |  |
| 233 | N/A | COOLANT Toyota Super Long Life or similar High Quality Ethylene Glycol (liters) | | | 10 | |  |  |  |  |
| 234 | N/A | CLUTCH/BRAKE FLUID SAE J1703 or FMVSS No.116 DOT 3 (liters) | | | 6 | |  |  |  |  |
| 235 | N/A | AIR CONDITION REFRIGERANT HCF-134a (R-134a) (kg) | | | 1 | |  |  |  |  |
| 236 | N/A | BATTERY 12 V / 91 Ah | | | 1 | |  |  |  |  |
| 237 | N/A | BATTERY 12 V / 70a/h S4 Asia BOSCH | | | 4 | |  |  |  |  |
| 238 | N/A | BATTERY 12 V / 63 Ah Length maxim: 242 mm Width maxim: 175 mm Height inc. terms maxim: 190 mm | | | 2 | |  |  |  |  |
| 239 | N/A | MANUAL TRANSMISSION, DIFFERENTIAL OIL Oil type - GL-5 or equivalent (liters) | | | 40 | |  |  |  |  |
| 240 | N/A | AUTOMATIC TRANSMISSION OIL Oil type - Toyota Genuine ATF WS (liters) | | | 1 | |  |  |  |  |
| 241 | N/A | GREASE Lithium base multipurpose grease NLGI No.2 or equivalent (kg) | | | 1 | |  |  |  |  |
| 242 | N/A | POWER STEERING FLUIDE (liters) Automatic transmission fluid DEXTRON II or III | | | 10 | |  |  |  |  |
| 243 | N/A | ALL SEAZON WINDSCREEN WASHER FLUIDE (liters) | | | 1 | |  |  |  |  |
| 244 | 17730-66010 | PRECLENER ASSY AIR | | | 1 | |  |  |  |  |

|  |  |  |  |  |  |  |  |
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| **OEM Spare Parts for vehicles manufactured by NISSAN (vehicle's models and chassis numbers on Annex 21)** | | | | | | | |
|  |  | | | | | | | |  |  |  | |  |  |  |
| **1** | **2** | | | **3** | | **4** | **5** | | | | |
| **Item** | **Specifications Required** | | | **Specifications Offered** | | **Note, remarks,** | **Evaluation** | | | | |
| **No** | **Part Number** | **Description & estimated quantity** | | **Part Number** | **Description** | **ref to documentation** | **Committee's Notes** | | | | |
| 1 | 445110168 | COMMON RAIL FUEL INJECTOR | 4 |  |  |  |  | | | | |
| 2 | 11039-VC10A | CYLINDER HEAD | 1 |  |  |  |  | | | | |
| 3 | 11044-VC100 | CYLINDER HEAD GASKET | 1 |  |  |  |  | | | | |
| 4 | 11065-2W202 | GLOW PLUG | 1 |  |  |  |  | | | | |
| 5 | 11065-AD220 | GLOW PLUG | 1 |  |  |  |  | | | | |
| 6 | 11140-VC10A | OIL DEEP STICK | 6 |  |  |  |  | | | | |
| 7 | 11720-EB70C | DRIVE FAN AUXILLARY ALTERNATOR BELTS | 3 |  |  |  |  | | | | |
| 8 | 11720-VC102 | V-RIBBED BELTS | 10 |  |  |  |  | | | | |
| 9 | 11750-2W20A | TENSIONER PULLEY, V-RIBBED BELT | 10 |  |  |  |  | | | | |
| 10 | 11925-VC801 | DEFLECTION/GUIDE PULLEY, V-RIBBED BELT | 1 |  |  |  |  | | | | |
| 11 | 11950-EB30A | V-RIBBED BELTS | 1 |  |  |  |  | | | | |
| 12 | 11955-5X00D | BELT TENSIONER, V-RIBBED BELT | 1 |  |  |  |  | | | | |
| 13 | 12310-EB30A | FLYWHEEL ASSY | 1 |  |  |  |  | | | | |
| 14 | 12310-VC105 | FLYWHEEL ASSY | 1 |  |  |  |  | | | | |
| 15 | 13085-5M305 | TIMING CHAIN KIT | 1 |  |  |  |  | | | | |
| 16 | 13207-53F00 | VALVE STEM | 1 |  |  |  |  | | | | |
| 17 | 13270-VC100 | VALVE COVER GASKET | 1 |  |  |  |  | | | | |
| 18 | 13279-VC10A | WASHER | 1 |  |  |  |  | | | | |
| 19 | 14035-2W201 | INTAKE MANIFOLD GASKET | 1 |  |  |  |  | | | | |
| 20 | 14036-VC300 | EXHAUST MANIFOLD GASKET | 1 |  |  |  |  | | | | |
| 21 | 14411-EC00B | CHARGER, CHARGING SYSTEM | 1 |  |  |  |  | | | | |
| 22 | 14411-VC100 | CHARGER, CHARGING SYSTEM | 1 |  |  |  |  | | | | |
| 23 | 15208-BN30A | OIL FILTER | 30 |  |  |  |  | | | | |
| 24 | 15209-00Q0A | OIL FILTER (Primastar) | 3 |  |  |  |  | | | | |
| 25 | 15209-2W200 | OIL FILTER ELEMENT | 80 |  |  |  |  | | | | |
| 26 | 16400-00QAA | FUEL FILTER | 1 |  |  |  |  | | | | |
| 27 | 16400-44G10 | DIESEL FUEL FILTER PUMP | 1 |  |  |  |  | | | | |
| 28 | 16400-EC00A | FUEL FILTER | 1 |  |  |  |  | | | | |
| 29 | 16400-ES60A | FUEL FILTER | 1 |  |  |  |  | | | | |
| 30 | 16403-4U11A | FUEL FILTER | 1 |  |  |  |  | | | | |
| 31 | 16403-7F401 | FUEL FILTER | 1 |  |  |  |  | | | | |
| 32 | 16403-7F40A | FUEL FILTER | 50 |  |  |  |  | | | | |
| 33 | 16405-00QAC | FUEL FILTER | 1 |  |  |  |  | | | | |
| 34 | 16405-01T70 | FUEL FILTER | 50 |  |  |  |  | | | | |
| 35 | 16546-00QOH | AIR FILTER | 1 |  |  |  |  | | | | |
| 36 | 16546-EB70A | ELEMENT ASSY-AIR | 5 |  |  |  |  | | | | |
| 37 | 16546-EB300 | AIR FILTER | 30 |  |  |  |  | | | | |
| 38 | 16546-VC10A | AIR FILTER (16546-VB300) | 20 |  |  |  |  | | | | |
| 39 | 16626-AD200 | GSKET-NOZZLE | 4 |  |  |  |  | | | | |
| 40 | 16806-00QAG | BELT KIT-TIMING | 1 |  |  |  |  | | | | |
| 41 | 20350-VC300 | MUFFLER ASSY-PO | 2 |  |  |  |  | | | | |
| 42 | 20641-34T00 | HOLDER, EXHAUST SYSTEM | 2 |  |  |  |  | | | | |
| 43 | 21082-VB100 | CLUTCH, RADIATOR FAN | 1 |  |  |  |  | | | | |
| 44 | 21200-2W202 | THERMOSTAT, COOLANT | 1 |  |  |  |  | | | | |
| 45 | 21200-BN300 | THERMOSTAT, COOLANT | 1 |  |  |  |  | | | | |
| 46 | 23100-EB315 | ALTERNATOR | 1 |  |  |  |  | | | | |
| 47 | 23100-VC100 | ALTERNATOR | 1 |  |  |  |  | | | | |
| 48 | 23150-2W20A | FREEWHEEL CLUTCH, ALTERNATOR | 1 |  |  |  |  | | | | |
| 49 | 23151-EB30A | FREEWHEEL CLUTCH, ALTERNATOR | 2 |  |  |  |  | | | | |
| 50 | 23300-EB30A | STARTER | 1 |  |  |  |  | | | | |
| 51 | 23300-VC101 | STARTER | 1 |  |  |  |  | | | | |
| 52 | 23354-VS40A | CLUTCH ASSY, STARTER | 1 |  |  |  |  | | | | |
| 53 | 24345-VB000 | BATTERY TERMINAL CAP | 10 |  |  |  |  | | | | |
| 54 | 26559-VD30A | RR LH TAIL LIGHT | 1 |  |  |  |  | | | | |
| 55 | 27274-EA000 | FILTER, INTERIOR AIR | 5 |  |  |  |  | | | | |
| 56 | 27298-00QAA | FILTER-AIR BOX | 1 |  |  |  |  | | | | |
| 57 | 27413-VB015 | MOTOR & FAN ASSY | 1 |  |  |  |  | | | | |
| 58 | 28280-EB01A | EVAPORATOR, AIR CONDITIONER | 1 |  |  |  |  | | | | |
| 59 | 28790-WF010 | REAR WIPER BLADE | 1 |  |  |  |  | | | | |
| 60 | 28860-VD30A | PIVOT WIPER | 4 |  |  |  |  | | | | |
| 61 | 28890 13E22 | SET WIPER BLADE, FRONT | 1 |  |  |  |  | | | | |
| 62 | 30100-5X00B | DISC ASSY,CLUTCH | 1 |  |  |  |  | | | | |
| 63 | 30100-JS10B | DISC ASSY, CLUTCH | 1 |  |  |  |  | | | | |
| 64 | 30100-VB008 | DISC ASSY, CLUTCH | 13 |  |  |  |  | | | | |
| 65 | 30210-EB30A | PRESURE PLATE, CLUTCH | 1 |  |  |  |  | | | | |
| 66 | 30210-JS10C | COVER ASSY, CLUTCH | 1 |  |  |  |  | | | | |
| 67 | 30210-VB002 | PRESURE PLATE, CLUTCH | 1 |  |  |  |  | | | | |
| 68 | 30210-VD200 | COVER ASSY, CLUTCH | 11 |  |  |  |  | | | | |
| 69 | 30502-69F10 | CLUTCH BEARING | 14 |  |  |  |  | | | | |
| 70 | 30610-5X10A | MASTER CYLINDER, CLUTCH | 1 |  |  |  |  | | | | |
| 71 | 32111-VB000 | TRANSMISSION COVER ASSY FR | 1 |  |  |  |  | | | | |
| 72 | 32607-VC200 | BAUKK RING 4TH GEAR | 2 |  |  |  |  | | | | |
| 73 | 33140-7S110 | TRANSFER REAR EXTENSION SEAL | 1 |  |  |  |  | | | | |
| 74 | 33216-7S000 | TRANSFER SEAL | 1 |  |  |  |  | | | | |
| 75 | 36160-C9625 | BRAKE SHOE SET, PARK BRAKE, REAR AXLE | 2 |  |  |  |  | | | | |
| 76 | 37125-01J25 | JOINT, PROPELLER SHAFT, REAR AXLE | 1 |  |  |  |  | | | | |
| 77 | 37125-2X801 | JOINT, PROPELLER SHAFT, FRONT AXLE | 1 |  |  |  |  | | | | |
| 78 | 37125-2X827 | JOURNAL CROSS, SPIDER KIT | 1 |  |  |  |  | | | | |
| 79 | 37125-C9425 | JORNAL CROSS | 1 |  |  |  |  | | | | |
| 80 | 37125-EB30A | JOINT, PROPSHAFT | 1 |  |  |  |  | | | | |
| 81 | 37125-EB51A | JOINT, PROPELLER SHAFT, REAR AXLE | 1 |  |  |  |  | | | | |
| 82 | 37125-VB925 | JOINT, PROPELLER SHAFT FRONT AXLE | 1 |  |  |  |  | | | | |
| 83 | 39100-EB300 | DRIVE SHAFT, FRONT AXLE LEFT | 1 |  |  |  |  | | | | |
| 84 | 39101-VB001 | JOINT KIT, DRIVE SHAFT, FRONT AXLE | 1 |  |  |  |  | | | | |
| 85 | 39211-EB30A | JOINT KIT, DRIVE SHAFT, WHEEL SIDE FRONT AXLE | 1 |  |  |  |  | | | | |
| 86 | 40160-EA00A | SUPPORT-/ STEERING LINK, FRONT AXLE | 1 |  |  |  |  | | | | |
| 87 | 40202-4X01A | WHEEL HUB, FRONT AXLE (PATHFINDER, NAVARA) | 1 |  |  |  |  | | | | |
| 88 | 40202-VB226 | HUB BEARING FR(PATROL) | 10 |  |  |  |  | | | | |
| 89 | 40206 EB320 | BRAKE DISC, FRONT AXLE | 1 |  |  |  |  | | | | |
| 90 | 40206-00QAC | BRAKE DISC, REAR AXLE | 1 |  |  |  |  | | | | |
| 91 | 40206-00QAF | BRAKE DISC, FRONT AXLE | 1 |  |  |  |  | | | | |
| 92 | 40206-EB30A | BRAKE DISC, FRONT AXLE | 2 |  |  |  |  | | | | |
| 93 | 40206-VB000 | BRAKE DISC, FRONT AXLE | 1 |  |  |  |  | | | | |
| 94 | 40215-C6000 | WHEEL BEARING KIT, FRONT AXLE | 1 |  |  |  |  | | | | |
| 95 | 40222-C6001 | BOLT-HUB | 1 |  |  |  |  | | | | |
| 96 | 40224-43N0A | NUT | 2 |  |  |  |  | | | | |
| 97 | 40227-C8200 | SEAL DUST | 2 |  |  |  |  | | | | |
| 98 | 40262-02J10 | NUT LOCK FRONT | 2 |  |  |  |  | | | | |
| 99 | 40264-02J00 | WASHER | 2 |  |  |  |  | | | | |
| 100 | 40579-VB000 | OIL SEAL | 5 |  |  |  |  | | | | |
| 101 | 41011-VB200 | BRAKE CALIPER, FRONT AXLE | 1 |  |  |  |  | | | | |
| 102 | 41060-00QAE | BRAKE PADS FRONT | 1 |  |  |  |  | | | | |
| 103 | 41060-2N390 | BRAKE PAD SET, DISC BRAKE, REAR AXLE | 1 |  |  |  |  | | | | |
| 104 | 41060-EG090 | BRAKE PAD SET, DISC BRAKE, FRONT AXLE | 1 |  |  |  |  | | | | |
| 105 | 41060-VB290 | BRAKE PAD SET, DISC BRAKE, FRONT AXLE | 1 |  |  |  |  | | | | |
| 106 | 43085-01J10 | WHEEL BEARING KIT, REAR AXLE | 1 |  |  |  |  | | | | |
| 107 | 43202-EA500 | WHEEL HUB, REAR AXLE | 1 |  |  |  |  | | | | |
| 108 | 43202-4X00A | HUB ASSY-REAR | 1 |  |  |  |  | | | | |
| 109 | 43206-05J04 | BRAKE DISC, REAR AXLE | 1 |  |  |  |  | | | | |
| 110 | 43206-EB300 | BRAKE DISC, REAR AXLE | 1 |  |  |  |  | | | | |
| 111 | 44011-VB200 | BRAKE CALIPER, REAR AXLE | 1 |  |  |  |  | | | | |
| 112 | 44060-00QAF | BRAKE PADS REAR | 1 |  |  |  |  | | | | |
| 113 | 44060-EA025 | BRAKE SHOE SET, PARK BRAKE, REAR AXLE | 1 |  |  |  |  | | | | |
| 114 | 44060-EB325 | BRAKE PAD SET, DISC BRAKE, REAR AXLE | 3 |  |  |  |  | | | | |
| 115 | 44060-VC090 | PAD KIT-DISC | 1 |  |  |  |  | | | | |
| 116 | 44100-01J10 | WHEEL BRAKE CYLINDER, REAR AXLE | 1 |  |  |  |  | | | | |
| 117 | 46010-EB326 | MASTER CYLINDER, BRAKES | 1 |  |  |  |  | | | | |
| 118 | 46010-VB00 | MASTER CYLINDER, BRAKES | 1 |  |  |  |  | | | | |
| 119 | 47900-VB200 | WHEEL SPEED SENSOR RR RH | 1 |  |  |  |  | | | | |
| 120 | 47901-VB200 | REAR ABS SENSOR | 2 |  |  |  |  | | | | |
| 121 | 47910-VB200 | SENSOR, WHEEL SPEED, RIGHT FRONT AXLE | 1 |  |  |  |  | | | | |
| 122 | 48520-EA01J | TIE-ROD END, LEFT FRONT | 1 |  |  |  |  | | | | |
| 123 | 48570-VB025 | TIE-ROD END, LEFT OUTER | 1 |  |  |  |  | | | | |
| 124 | 48611-VB000 | STEERING DAMPER | 1 |  |  |  |  | | | | |
| 125 | 48680-VC027 | STEERING LINKAGE | 1 |  |  |  |  | | | | |
| 126 | 49110-EB300 | HYDRAULIC PUMP, STEERING SYSTEM | 1 |  |  |  |  | | | | |
| 127 | 49110-VS40B | HYDRAULIC PUMP, STEERING SYSTEM | 2 |  |  |  |  | | | | |
| 128 | 49200-3X11A | STEERING RACK | 1 |  |  |  |  | | | | |
| 129 | 49200-VS40A | STEERING RACK | 1 |  |  |  |  | | | | |
| 130 | 54476-EB300/A | REAR DIFFERENTIAL MOUNTING | 1 |  |  |  |  | | | | |
| 131 | 54500-EB30C-BJ | BALL JOINT, LOWER WISHBONE ARM | 10 |  |  |  |  | | | | |
| 132 | 54501-VC300 | TRACK CONTROL ARM, FRONT AXLE | 1 |  |  |  |  | | | | |
| 133 | 54613-VC223 | STABILIZER BUSH, FRONT AND REAR | 14 |  |  |  |  | | | | |
| 134 | 54613-ZL10A | FRONT STABILISER BUSH | 1 |  |  |  |  | | | | |
| 135 | 54618-57C00 | ROD/STRUT, STABILISER, REAR AXLE | 1 |  |  |  |  | | | | |
| 136 | 54618-EA010 | ROD CONNECTOR/STABILISER | 2 |  |  |  |  | | | | |
| 137 | 54618-VC300 | ROD/STRUT, STABILISER, FRONT AXLE | 4 |  |  |  |  | | | | |
| 138 | 54668-EA010 | ROD/STRUT, STABILISER PROKIT, FRONT AXLE LEFT | 3 |  |  |  |  | | | | |
| 139 | 55475-7S000 | DIFFERENTIAL MOUNTING STOPPER | 1 |  |  |  |  | | | | |
| 140 | 56100-EB31B | SHOCK ABSORBER, FRONT AXLE | 1 |  |  |  |  | | | | |
| 141 | 56110-VB026 | SHOCK ABSORBER, FRONT AXLE | 1 |  |  |  |  | | | | |
| 142 | 56112-V0100 | BUSH REAR STABILISER | 14 |  |  |  |  | | | | |
| 143 | 56200-EB31A | SHOCK ABSORBER, REAR AXLE | 2 |  |  |  |  | | | | |
| 144 | 56200-VB085 | SHOCK ABSORBER, REAR AXLE | 2 |  |  |  |  | | | | |
| 145 | 56219-5X00A | SILENT BLOCK, FRONT SHOCK ABSORBER | 1 |  |  |  |  | | | | |
| 146 | 56243-VC220 | BUSH STABILISER REAR | 10 |  |  |  |  | | | | |
| 147 | 56260-01J10 | STABILIZER, CHASSIS, FRONT AXLE REAR AXLE | 1 |  |  |  |  | | | | |
| 148 | 56260-VC300 | ROD/STRUT, STABILISER, REAR AXLE RIGHT | 7 |  |  |  |  | | | | |
| 149 | 56260-VC310 | ROD/STRUT, STABILISER, REAR AXLE LEFT | 5 |  |  |  |  | | | | |
| 150 | 56261-EA510 | ROD/STRUT, STABILISER PROKIT, REAR AXLE LEFT | 1 |  |  |  |  | | | | |
| 151 | 80671-4X02B | FR LH INNER DOOR HANDLE | 1 |  |  |  |  | | | | |
| 152 | 80 AM/H | BATTERY 12 V/ 80 AH | 1 |  |  |  |  | | | | |
| 153 | 82004-57628 | OIL DIPSTICK | 1 |  |  |  |  | | | | |
| 154 | 86309-60170 | ANTENNA POLE | 1 |  |  |  |  | | | | |
| 155 | 92100-EB01A | CONDENSER, AIR CONDITIONER | 2 |  |  |  |  | | | | |
| 156 | 92110-VB010 | CONDENSER, AIR CONDITIONER | 2 |  |  |  |  | | | | |
| 157 | 92600-4X30A | COMPRESSOR, AIR CONDITIONER | 1 |  |  |  |  | | | | |
| 158 | 92600-VB800 | COMPRESSOR, AIR CONDITIONER | 1 |  |  |  |  | | | | |
| 159 | A6860-AW42B | FUEL PRESSURE REGULATOR | 4 |  |  |  |  | | | | |
| 160 | B727C-79925 | FILTER, INTERIOR AIR | 40 |  |  |  |  | | | | |
| 161 | C9241-EB30A | DRIVE SHAFT BOOT KIT | 5 |  |  |  |  | | | | |
| 162 | H2606-4X0AA | HANDLE ASSY-DOOR REAR RH | 10 |  |  |  |  | | | | |
| 163 | N/A | FUSE | 10 |  |  |  |  | | | | |
| 164 | N/A | BATTERY 12 V/ 70 AH | 5 |  |  |  |  | | | | |
| 165 | N/A | DIESEL ENGINE OIL (liters) VISCOSITY - SAE 5W-30 Oil type- API CF-4 or CF, API CE or CD | 750 |  |  |  |  | | | | |
| 166 | N/A | COOLANT Genuine NISSAN or similar High Quality Ethylene Glycol (liters) | 100 |  |  |  |  | | | | |
| 167 | N/A | CLUTCH FLUID NISSAN brake fluid or equivalent DOT 3, DOT 4 (liters) | 20 |  |  |  |  | | | | |
| 168 | N/A | BATTERY 12 V/ 95 Ah | 20 |  |  |  |  | | | | |
| 169 | N/A | BATTERY 12 V/ 74 Ah | 5 |  |  |  |  | | | | |
| 170 | N/A | MANUAL TRANSMISSION, DIFFERENTIAL OIL Oil type - API GL-4, GL-5 or equivalent VISCOSITY - 75W-90 (liters) | 100 |  |  |  |  | | | | |
| 171 | N/A | GREASE Lithium base multipurpose grease NLGI No.2 or equivalent (kg) | 100 |  |  |  |  | | | | |
| 172 | N/A | AIR CONDITION REFRIGERANT HCF-134a (R-134a) (kg) | 10 |  |  |  |  | | | | |
| 173 | N/A | POWER STEERING FLUIDE DEXTRON VI Type ATF (liters) | 20 |  |  |  |  | | | | |
| 174 | N/A | BULB - HEADLIGHT W60/55 | 30 |  |  |  |  | | | | |
| 175 | N/A | BULB - FRONT TURN SIGNAL LIGHT W21 | 20 |  |  |  |  | | | | |
| 176 | N/A | BULB - PARKING LIGHT W5 | 10 |  |  |  |  | | | | |
| 177 | N/A | BULB - FRONT FOG LIGHT W55 | 10 |  |  |  |  | | | | |
| 178 | N/A | BULB - STOP/TAIL LIGHT W21/5 | 10 |  |  |  |  | | | | |
| 179 | N/A | BULB - INTERIOR LIGHT W10 | 10 |  |  |  |  | | | | |
|  |  |  |  |  |  |  |  | | | | |
|  |  |  |  |  |  |  |  | | | | |

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| **OEM Spare Parts for vehicles manufactured by Mercedes (vehicle's models and chassis numbers on Annex 21)** | | | | | | | | | | |
|  |  | | | | | | | | | | |  |  |  |  | |  |  |
| **1** | **2** | | | | **3** | | | **4** | **5** | | | | | | |
| **Item** | **Specifications Required** | | | | **Specifications Offered** | | | **Note, remarks,** | **Evaluation** | | | | | | |
| **No.** | **Part Number** | | **Description & estimated quantity** | | **Part Number** | | **Description** | **ref to documentation** | **Committee's Notes** | | | | | | |
| 1 | 0039978190 | | CABLE TIE | **1** |  | |  |  |  | | | | | | |
| 2 | 0000000033-76 | | CLAMP | **1** |  | |  |  |  | | | | | | |
| 3 | 0000940040-65 | | COTTER PIN 4X36 | **1** |  | |  |  |  | | | | | | |
| 4 | 0009650041-01 | | COUNTERSINK SCREW | **1** |  | |  |  |  | | | | | | |
| 5 | 0009790160-07 | | NUT | **1** |  | |  |  |  | | | | | | |
| 6 | 0009890807-13 | | BRAKE FLUID (litter) | **2** |  | |  |  |  | | | | | | |
| 7 | 0009892803-12 | | TRANSMISSION OIL (litter) | **50** |  | |  |  |  | | | | | | |
| 8 | 0009904010 | | SCREW | **1** |  | |  |  |  | | | | | | |
| 9 | 0019875240 | | RUBBER BUFFER | **1** |  | |  |  |  | | | | | | |
| 10 | 0019896803-13 | | GERA OIL (litter) | **20** |  | |  |  |  | | | | | | |
| 11 | 0019900914 | | SCREW | **5** |  | |  |  |  | | | | | | |
| 12 | A 0029934296 | | V-BELT, 7 RIBS | **2** |  | |  |  |  | | | | | | |
| 13 | 0029972490 | | CABLE TIE | **1** |  | |  |  |  | | | | | | |
| 14 | 0039978190 | | CABLE TIE | **1** |  | |  |  |  | | | | | | |
| 15 | 0043260400 | | SHOCK ABSORBER RR reinforced | **2** |  | |  |  |  | | | | | | |
| 16 | 0044202520 | | BRAKE PAD RR | **2** |  | |  |  |  | | | | | | |
| 17 | 0048206810 | | SWITCH | **2** |  | |  |  |  | | | | | | |
| 18 | 0049903512 | | SCREW | **4** |  | |  |  |  | | | | | | |
| 19 | 0054209820 | | BRAKE PAD | **4** |  | |  |  |  | | | | | | |
| 20 | 0059970190 | | LOOM TIE | **2** |  | |  |  |  | | | | | | |
| 21 | 0059976290 | | CABLE STRAP | **2** |  | |  |  |  | | | | | | |
| 22 | 0076030121-02 | | RING,GENERAL,METAL | **2** |  | |  |  |  | | | | | | |
| 23 | 0076030241-05 | | SEALING RING | **2** |  | |  |  |  | | | | | | |
| 24 | 0079820042-03 | | SHEET METAL SCREW | **2** |  | |  |  |  | | | | | | |
| 25 | 0084204020 | | BRAKE PAD FR | **2** |  | |  |  |  | | | | | | |
| 26 | 0090210102-09 | | WASHER | **5** |  | |  |  |  | | | | | | |
| 27 | 0099972847 | | SEAL RING | **4** |  | |  |  |  | | | | | | |
| 28 | 1248208310 | | SWITCH | **2** |  | |  |  |  | | | | | | |
| 29 | 1407661019 | | PLATE | **2** |  | |  |  |  | | | | | | |
| 30 | 1409970645 | | O-RING 7,5X2MM | **2** |  | |  |  |  | | | | | | |
| 31 | 2025400717 | | SENDER UNIT | **1** |  | |  |  |  | | | | | | |
| 32 | 2202400718 | | RUBBER MOUNTING | **4** |  | |  |  |  | | | | | | |
| 33 | 2202710380 | | GASKET | **2** |  | |  |  |  | | | | | | |
| 34 | 2212770195 | | OIL FILTER | **5** |  | |  |  |  | | | | | | |
| 35 | 3040170100-35 | | SCREW | **2** |  | |  |  |  | | | | | | |
| 36 | 3040170100-37 | | SCREW | **2** |  | |  |  |  | | | | | | |
| 37 | 3817230038 | | BOLT | **2** |  | |  |  |  | | | | | | |
| 38 | 4602406718 | | RUBBER BEARING | **2** |  | |  |  |  | | | | | | |
| 39 | 4603170376 | | SPACER WASHER | **2** |  | |  |  |  | | | | | | |
| 40 | 4603170576 | | WASHER | **2** |  | |  |  |  | | | | | | |
| 41 | 4603230126 | | CLAMP | **2** |  | |  |  |  | | | | | | |
| 42 | 4603235026 | | CLAMP | **2** |  | |  |  |  | | | | | | |
| 43 | 4603310080 | | GASKET OUTSIDE | **2** |  | |  |  |  | | | | | | |
| 44 | 4603310180 | | GASKET INSIDE | **2** |  | |  |  |  | | | | | | |
| 45 | 4603520276 | | WASHER | **2** |  | |  |  |  | | | | | | |
| 46 | 4603520465 | | RUBBER MOUNTING | **2** |  | |  |  |  | | | | | | |
| 47 | 4603520476 | | WASHER | **2** |  | |  |  |  | | | | | | |
| 48 | 4603520565 | | RUBBER MOUNTING | **2** |  | |  |  |  | | | | | | |
| 49 | 4607230197 | | PAD | **2** |  | |  |  |  | | | | | | |
| 50 | 4609940145 | | SECURING | **2** |  | |  |  |  | | | | | | |
| 51 | 4609940741 | | SECURING | **2** |  | |  |  |  | | | | | | |
| 52 | A 4613210004 | | FRONT SPRING | **2** |  | |  |  |  | | | | | | |
| 53 | A 4613230100 | | SHOCK ABSORBER FR reinforced | **2** |  | |  |  |  | | | | | | |
| 54 | A 4613240004 | | REAR SPRING | **2** |  | |  |  |  | | | | | | |
| 55 | 4613330114 | | BEARING | **2** |  | |  |  |  | | | | | | |
| 56 | 4613520165 | | BEARING CONTROL ARM | **2** |  | |  |  |  | | | | | | |
| 57 | 4633310044 | | REPAIR KIT | **2** |  | |  |  |  | | | | | | |
| 58 | 4634210312 | | BRAKE DISC FR | **2** |  | |  |  |  | | | | | | |
| 59 | 4634270037 | | PROTECTIVE HOSE | **2** |  | |  |  |  | | | | | | |
| 60 | 4634630032 | | STEERING DUMPER | **2** |  | |  |  |  | | | | | | |
| 61 | 4635000249 | | TANK | **1** |  | |  |  |  | | | | | | |
| 62 | 4636205350 | | WHEELHOUSE | **2** |  | |  |  |  | | | | | | |
| 63 | 4636205450 | | WHEELHOUSE | **2** |  | |  |  |  | | | | | | |
| 64 | 4637200335 | | LOCK | **1** |  | |  |  |  | | | | | | |
| 65 | 4637200435 | | LOCK | **1** |  | |  |  |  | | | | | | |
| 66 | 4637301335 | | DOOR LOCK | **1** |  | |  |  |  | | | | | | |
| 67 | 4637301435 | | DOOR LOCK | **1** |  | |  |  |  | | | | | | |
| 68 | 4637400635 | | DOOR LOCK | **1** |  | |  |  |  | | | | | | |
| 69 | 4637660019 | | PLATE | **1** |  | |  |  |  | | | | | | |
| 70 | 4637660119 | | PLATE | **1** |  | |  |  |  | | | | | | |
| 71 | 4638200045 | | WIPER BLADE | **4** |  | |  |  |  | | | | | | |
| 72 | 4638204110 | | SWITCH | **2** |  | |  |  |  | | | | | | |
| 73 | 4638300018 | | FILTER | **4** |  | |  |  |  | | | | | | |
| 74 | 6420920101 | | FUEL FILTER | **4** |  | |  |  |  | | | | | | |
| 75 | 6420940404 | | TS FILTER INSERT | **4** |  | |  |  |  | | | | | | |
| 76 | 6421800010 | | OIL FILTER | **4** |  | |  |  |  | | | | | | |
| 77 | 9015400117 | | BRAKE WEAR SENSOR | **2** |  | |  |  |  | | | | | | |
| 78 | 9024230512 | | BRAKE DISC RR | **4** |  | |  |  |  | | | | | | |
| 79 | 9101050100-13 | | HEXAGON HEAD BOLT | **4** |  | |  |  |  | | | | | | |
| 80 | 9101130100-00 | | NUT | **5** |  | |  |  |  | | | | | | |
| 81 | 9101130100-01 | | NUT | **5** |  | |  |  |  | | | | | | |
| 82 | 9130020120-04 | | NUT | **5** |  | |  |  |  | | | | | | |
| 83 | 9130040160-04 | | NUT | **5** |  | |  |  |  | | | | | | |
| 84 | 9130230100-02 | | NUT | **5** |  | |  |  |  | | | | | | |
| 85 | 9990047 | | ENGINE OIL 5W/30 AF (litter) | **40** |  | |  |  |  | | | | | | |
| 86 | 9990051 | | GEARBOX OIL 80W (litter) | **40** |  | |  |  |  | | | | | | |
| 87 | 9990053 | | GREASE AF (kg) | **10** |  | |  |  |  | | | | | | |
| 88 | HWA4639910060 | | Brake Caliper Pad Guide Pin | **2** |  | |  |  |  | | | | | | |
| **OEM Spare Parts for vehicles manufactured by MAN and FORD (vehicle's models and chassis numbers on Annex 21)** | | | | | | | | | |
|  |  | | | | | | | | | | |  |  |  |  | |  |  |
| **1** | **2** | | | | **3** | | | **4** | | **5** | | | | | |
| **Item** | **Specifications Required** | | | | **Specifications Offered** | | | **Note, remarks,** | | **Evaluation** | | | | | |
| **No.** | **Part Number** | **Description & estimated quantity** | | | **Part Number** | **Description** | | **ref to documentation** | | **Committee's Notes** | | | | | |
| 1 | 1373069 | OIL FILTER | | 1 |  |  | |  | |  | | | | | |
| 2 | 1764944 | FUEL FILTER | | 1 |  |  | |  | |  | | | | | |
| 3 | 3397018170 | WIPER BLADE | | 2 |  |  | |  | |  | | | | | |
| 4 | 6562790362 | DIFFERENTIAL SEAL | | 2 |  |  | |  | |  | | | | | |
| 5 | 51055006073 | OIL FILTER | | 2 |  |  | |  | |  | | | | | |
| 6 | 51125030061 | FUEL FILTER | | 2 |  |  | |  | |  | | | | | |
| 7 | 81084050018 | AIR FILTER | | 2 |  |  | |  | |  | | | | | |
| 8 | 81251016596 | HEAD LIGHT | | 1 |  |  | |  | |  | | | | | |
| 9 | 81521550043 | AIR DRIER | | 1 |  |  | |  | |  | | | | | |
| 10 | 81619100029 | CABIN FILTER | | 1 |  |  | |  | |  | | | | | |
| 11 | 85125010003 | FUEL FILTER | | 1 |  |  | |  | |  | | | | | |
| 12 | 1 371 394 | BRAKE DISC, FRONT AXLE | | 1 |  |  | |  | |  | | | | | |
| 13 | 1 372 398 | DEFLECTIO/GUIDE PULLEY | | 1 |  |  | |  | |  | | | | | |
| 14 | 1 376 241 | INTERCOOLER, CHARGER | | 1 |  |  | |  | |  | | | | | |
| 15 | 1 377 907 | WHEEL BEARING KIT, FRONT AXLE | | 1 |  |  | |  | |  | | | | | |
| 16 | 1 377 910 | WHEEL BEARING KIT, REAR AXLE | | 1 |  |  | |  | |  | | | | | |
| 17 | 1 381 796 | WATER PUMP | | 1 |  |  | |  | |  | | | | | |
| 18 | 1 383 533 | BRAKE HOSE, FRONT AXLE | | 1 |  |  | |  | |  | | | | | |
| 19 | 1 387 152 | BRAKE DISC, REAR AXLE | | 1 |  |  | |  | |  | | | | | |
| 20 | 1 420 513 | TENSIONER LEVER, V-RIBBED BELTS | | 1 |  |  | |  | |  | | | | | |
| 21 | 1 429 044 | COMPRESSOR, AIR CONDITIONER | | 1 |  |  | |  | |  | | | | | |
| 22 | 1 433 963 | BRAKE CALIPER, REAR AXLE RIGHT | | 1 |  |  | |  | |  | | | | | |
| 23 | 1 465 191 | V-RIBBED BELT | | 1 |  |  | |  | |  | | | | | |
| 24 | 1 488 962 | BRAKE PAD SET, DISC BRAKE, FRONT AXLE | | 1 |  |  | |  | |  | | | | | |
| 25 | 1 521 149 | BRAKE CALIPER, FRONT AXLE RIGHT | | 1 |  |  | |  | |  | | | | | |
| 26 | 1 534 806 | HYDRAULIC PUM, STEERING SYSTEM | | 1 |  |  | |  | |  | | | | | |
| 27 | 1 554 524 | BRAKE PAD SET, DISC BRAKE, REAR AXLE | | 1 |  |  | |  | |  | | | | | |
| 28 | 1 688 857 | SENZOR, WHEEL SPEAD, REAR AXLE | | 1 |  |  | |  | |  | | | | | |
| 29 | 1 748 479 | FILTER, INTERIOR AIR | | 1 |  |  | |  | |  | | | | | |
| 30 | 3 397 018 170 | WIPER BLADE | | 1 |  |  | |  | |  | | | | | |
| 31 | 4 041 450 | MOUNTING, LINK, LOWER FRONT AXLE | | 1 |  |  | |  | |  | | | | | |
| 32 | 4 041 490 | MOUNTING, STABILIZER, REAR AXLE | | 1 |  |  | |  | |  | | | | | |
| 33 | 4 041 615 | AIR FILTER | | 1 |  |  | |  | |  | | | | | |
| 34 | 4 055 730 | WHEEL BRAKE CYLINDER, REARA AXLE | | 1 |  |  | |  | |  | | | | | |
| 35 | 4 059 923 | AXIAL JOINT, TIE ROD, FRONT AXLE LEFT | | 1 |  |  | |  | |  | | | | | |
| 36 | 4 110 585 | BRAKE SHOE SET, PARK BRAKE, REAR AXLE | | 1 |  |  | |  | |  | | | | | |
| 37 | 4 146 930 | BRAKE DRUM, REAR AXLE | | 1 |  |  | |  | |  | | | | | |
| 38 | 4 164 521 | TRACK CONTROL ARM, FRONT AXLE LEFT LOWER | | 1 |  |  | |  | |  | | | | | |
| 39 | 4 165 078 | JOINT, PROPELLER SHAFT | | 1 |  |  | |  | |  | | | | | |
| 40 | 4 381 927 | SUPPORT, STEERING LINK, FRONT AXLE | | 1 |  |  | |  | |  | | | | | |
| 41 | 4 519 422 | CABLE, PARK BRAKE REAR LEFT | | 1 |  |  | |  | |  | | | | | |
| 42 | 51.06402-0063 | THERMOSTAT, COOLANT | | 1 |  |  | |  | |  | | | | | |
| 43 | 51.06500-7079 | WATER PUMP | | 1 |  |  | |  | |  | | | | | |
| 44 | 51.26101-7270 | ALTERNATOR | | 1 |  |  | |  | |  | | | | | |
| 45 | 51.26201-7192 | STARTER | | 1 |  |  | |  | |  | | | | | |
| 46 | 6C1118045MF | SHOCK ABSORBER, FRONT AXLE | | 1 |  |  | |  | |  | | | | | |
| 47 | 6C1118080YB | SHOCK ABSORBER, REAR AXLE | | 1 |  |  | |  | |  | | | | | |
| 48 | 7 188 531 | FAN, INTERIOR | | 1 |  |  | |  | |  | | | | | |
| 49 | 81.30301-0516 | CLUTCH DISC | | 1 |  |  | |  | |  | | | | | |
| 50 | 81.30305-0236 | CLUTCH PRESSURE PLATE | | 1 |  |  | |  | |  | | | | | |
| 51 | 81.30550-0101 | RELEASER | | 1 |  |  | |  | |  | | | | | |
| 52 | 81.43704-0077 | MOUNTING, STABILIZER, FRONT | | 1 |  |  | |  | |  | | | | | |
| 53 | 81.46710-6194 | TIE ROD, STEERING FRONT AXLE | | 1 |  |  | |  | |  | | | | | |
| 54 | 81.50820-6055 | BRAKE PADS FRONT AXLE | | 1 |  |  | |  | |  | | | | | |
| 55 | 81.52108-6025 | AIR DRYER CARTRIDGE | | 1 |  |  | |  | |  | | | | | |
| 56 | 81.93420-6098 | WHEEL BEARING KIT, REAR AXLE | | 1 |  |  | |  | |  | | | | | |
| 57 | 81.95301-6063 | BALL SOCKET | | 1 |  |  | |  | |  | | | | | |
| 58 | 81.95301-6203 | BALL SOCKET | | 1 |  |  | |  | |  | | | | | |
| 59 | 81.96503-6000 | OIL SEAL, WHEEL HUB, REAR AXLE | | 1 |  |  | |  | |  | | | | | |
| 60 | 85.12501-0003 | FUEL FILTER | | 1 |  |  | |  | |  | | | | | |
| 61 | N/A | POWER STEERING FLUIDE dextron II (liters) | | 1 |  |  | |  | |  | | | | | |
| 62 | N/A | BATTERY 12V/ 63 AH | | 1 |  |  | |  | |  | | | | | |
| 63 | N/A | ENGINE OIL 10W-40R6 (liters) | | 10 |  |  | |  | |  | | | | | |
| 64 | N/A | BATTERY 12 V / 80 Ah | | 1 |  |  | |  | |  | | | | | |

**Random Tire services**

| **1.**  **Item Number** | **2.**  **Specifications Required** | **3.**  **Specifications Offered** | **4.**  **Notes, remarks,  ref to documentation** | **5.**  **Evaluation Committee’s notes** |
| --- | --- | --- | --- | --- |
| **1** | **Wheel balancing static and dynamic balance** |  |  |  |
| Estimated quantity: 100 |
| **2** | **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 and wheel balance.** |  |  |  |
| Estimated quantity: 30 |
| **3** | **Puncture repair to the standard BS AU I59 or equivalent for vehicles without run-flat system, including wheel balance.** |  |  |  |
| Estimated quantity: 60 |
| **4** | **Replacement of tires to rim7s with run-flat systems installed, including balancing and new valves.** |  |  |  |
| Estimated quantity: 20 |
| **5** | **Replacement of tires to rims without run-flat systems installed, including balancing and new valves.** |  |  |  |
| Estimated quantity: 20 |
| **6** | **Wheel Alignment front axle** |  |  |  |
| Estimated quantity: 10 |
| **7** | **Four points wheel alignment** |  |  |  |
| Estimated quantity: 10 |
| **8** | **Providing and fitting a new tire valve and cap** |  |  |  |
| Estimated quantity: 30 |

**TERMS OF REFERENCE**

**OEM SPARES PARTS FOR VEHICLES MANUFACTURED BY TOYOTA; NISSAN; Mercedes; MAN AND FORD; (vehicle's models and chassis numbers on Annex 19)**

1. **Supply of documents**

The folowing documents are essential for the contract transparency, accontablility and smooth performance:

1.1 *Order Form* (Annex 25) - issued by the Contracting Authority for bulk spare parts supply. It specifyies spare parts descriptions, quantities, unit price and total price and the delivery time. Is the only document based on which the Contractor should start the acquisition and delivery process.

1.2 *Vehicle Hand Over form* (Annex 23) – issued by the Contracting Authority when a vehicle is left under the Contractor responsability at the workshop. It contains vehicle data and mileage, body marks and damages, vehicle equipment left in the car, a short description of the mechanical failure or service needed and signatures of the Contracting Authority and Contractor representatives. The same document is used when receiving back the vehicle from workshop.

1.3 *Work Quotation* – emailed to Contracting Authority by Contractor, on the following cases:

* After carrying out the vehicle brakedown assessment;
* When a vehicle has been received for Service;
* When any malfunction has been detected while performing the vehicle Service and a repair is recommended;
* When during the performance of an approved repair, new unforeseen needs of repairs have been identified.

Work Quotation should contain date of issuing, Contractor’s task number, vehicle data, labour hours by each operation and sumary of total labour hours, OEM spare part’s number, description, unit price and total price by part number, sumary of total cost for spare parts and sumary for total cost for labour + parts.

The Work Quotation shall be submitted to Contracting Authority within maximum 2 working days following the vehicle date of receiving. Any delays on submitting the Work Quotation will be included into the 14 working days repair time limit. Exceptions to the above time limits can be granted by the Contracting Authority’s Contract Manager, only for sound and in advance justifyed cases.

The Contract Manager of the Contracting Authority is entitled to deny, accept in full or just partialy the proposed work.

1.4 *Work Order* (Annex 24)– emailed by Contracting Authority to Contractor when the Contractor’s Quotation was approved. Work Order includs vehicle data, approved work, spare parts and prices.

The Contractor is authorised to start working on Contracting Authority’s vehicles only after receiving the writen quotation’s confirmation. The only exception is for tire repairs/replacement were for emergency reasons, the WO can follow to the provided work.

A Work Order might be updated in case unforeseen needs of repairs have been identified during the initial repair process. For that case, an additional Quotation shall be received from Contractor.

The writen quotation’s confirmation date triggers the 14 working days time limit for concluding the respective repair.

For statistical reasons, Work Orders will never mixt vehicle service operations and parts with vehicle repair operations and parts.

A vehicle should be released from Contractor’s workshop only after it was checked and the Work Order was certified by the signatures of Contracting Authority and Contractor representative.

Work Order’s listed spare parts shall be mutually accepted by the parties for the purposes of provisional acceptance as per Art. 31 of the Contract.

1.5 When the approved technical intervention (service or/and repair) has been concluded (end of work) and the vehicle is ready to be taken over by the Contracting Authority’s representative, the Contractor shall inform in writing, by email the Contracting Authority.

Date of comunication represents for Contracting Authority the date when vehicle repair/service has been concluded.

1.6 *Monthly Invoice* – submitted by Contractor to Contracting Authority in hard copy, at the end of each month. Represents the summuring-up of Work Orders previously put forward. As structure should reflect the two category of expences – parts and labor.

1.7 *C11 Form* – issued by the Contracting Authority for confirming the receiving and provisional acceptance of bulk spare parts delivered by the Contractor.

1.8 *Ex. Ante Specific Contract* – issued by Contracting Authority (attached to the tender dossier as template)

1.9 *Ex. Post Specific Contract* - issued by Contracting Authority (attached to the tender dossier as template)

1. **Results to be achieved by the Consultant**

* To permanently ensure priority on servicing and repairing the Contracting Authority’s vehicles;
* To be efficient and keep the vehicle’s downtime at the lowest rate possible;
* To perform the entire process of servicing according with the Maintenance plans attached to the current Contract;
* To perform the repairs according with the manufacturer documentation and using only OEM or OE certified ISO TS16949:2009/ /IATF 16949:2016 spare parts and fluids; aftermarket spare parts and fluids can be used only on justified cases, with the prior approval of the Contractor Authority.
* To maintain stocks of those most commonly used spares parts to allow servicing and maintenance of the EUMM fleet of vehicles in a timely manner;
* To be in a position to supply any spare part out of stock that might be required within maximum 3 weeks, counted from the quotation date approval;
* To repair vehicles right the first time;
* To be  value orientated;
* To provide adequate and safe place for loading/unloading vehicles from/to recovery truck;
* To be creative in finding ways to increase efficiency and decrease costs;
* To be transparent.

1. **Scope of Ancillary Services**

The ancillary services consist on vehicle preventive and corrective maintenance work.

The contractual partnership for ancillary services is based on the following three elements:

* Fitting of spare parts offered by the contractor or supplied by the Contracting Authority
* Flat rate repair time (according with annexes attached, which follow 2018 AUTODATA database)
* Labour hour price (Contractor’s offer)

*Spare parts* description and prices are detailed on the *ANNEX IV:* **Budget breakdown**. Customized spare parts specific to armoured vehicles as well as spare parts for soft skin vehicles that are surplus in our stock may be provided by the Contracting Authority.

*Flat rate repair times* are unchangeable and established for each operation, vehicle brand and model on Appendix No. 1- 10. The flat rate represents an average time for the operation and cannot be changed. On case by case bases, Work Orders for repairing an armoured vehicle might include additional time for removing/installing the armour plates in case the access to the replaced/repaired part imposes such operation. When a required repair operation is not found into the flat rate annexes or AUTODATA, the Contractor’s proposed flat rate will be assessed and after the final agreement it will remain unchanged till the end of the contract.

*The labour cost* shall be determined by multiplying the Labour hour price by the approved working hours (or fractions thereof). Labour costs (hourly rate) remain unchanged for the entire duration of the contract. The offered hourly rate for labour should be unique and should cover all additional costs as for administrative activities, technical assessment, etc.

3.1 *Preventive maintenance*

Preventive maintenance (Service) means the care and servicing for the purpose of maintaining vehicles in satisfactory operating condition by providing systematic inspection, detection, and correction of incipient failures either before they occur or before they develop into major defects.

The service operations and intervals are listed on the Annex 11 to 20. Pending on the operational needs and vehicle technical status, the Service interval can be amended and will be exclusively tracked by the Contracting Authority.

Services should be delivered in maximum 2 working days from the day following the Work Order’s date, unless unforeseen repair needs are identified and engaged;

Should any malfunction be detected during the Service, entailing additional works, a separate quotation will be issued and submitted to the Contracting Authority for approval.

No category of costs other than the specific parts and work will be included in the Service invoices (no repair parts or work). Categories other than these will be considered not eligible for payment.

3.2 *Corrective maintenance*

Corrective maintenance (Repairs) represents the actions carried out to restore a defective vehicle to the manufactory specified condition.

Prior to any ancillary services, the Contractor will issue a Quotation in English priced in Euro, with a clear separation between labours and prospectively needed spare parts.

The Contracting Authority will conduct a preliminary verification as to whether the work labor hours, as resulting from the quotation bill, are charged at the unit rate bindingly fixed in the Contract margin – Annex No. 1 to 10 and whether unit prices of proposed spare parts and consumables comply with the Contract if listed therein, or, if not listed, are reasonable compared to the local market prices.

Only after the authorisation of the Contracting Authority, will the Contractor proceed with the repairs.

When during the repair process additional unforeseen repair needs show up, the entire above process will be retaken by a supplementary Quotation and the approved work and parts will be added into the initial WO.

The Contracting Authority reserves the right to assess the reasonableness of any quotation and request clarifications to the Contractor.

Labour costs (hourly) will be included in the offers and will not vary for the entire duration of the contract.

The cost of spare parts will be quoted separately in each invoice by part number and quantity.

No category of costs other than worked hours and costs of spare parts will be included in the estimates/invoices. Categories other than these will be considered not eligible for payment.

3.3 *Random tire services*

Random tire services represents action carried out to replace or repair a tire and wheel adjustments as balancing and alignments, other than those included on the service operations and intervals listed on the Annex 11 to 20.

Tire services will be ordered by WO, similar as a procedure with the Corrective maintenance work.

Having fix prices settled into the Contract, there is no need for WO quotations prior to the work execution.

On exceptional situations (weekends or after working hours), tyre related services may be requested by the EUMM representative (driver) direct at the Contractor’s premises, the Work Order being issued post facto on the first following working day. Such cases should be managed by both parties on case by case bases.

1. **Geographical area to be covered**

The maintenance and repair tasks are to be carried out in Tbilisi.

1. **Target groups**

EUMM Fleet roughly consists of 128 active vehicles and a reserve, most of them 4x4 and includes approximately 35 vehicles armoured B6 level. Vehicle fleet dimension can vary by +/- 10%.

Armoured vehicles weight is up to 5,500 kg.

The current fleet structure is presented on the Annex 21.

The yearly number of labour hours taken into consideration for bid purposes only is 2600 hours.

Although not guaranteed, for the purpose of the current contract, the last year’s average mileage per type of vehicle was as follows:

* Toyota Land Cruiser 200 armoured -15,000 km, service interval 10,000 km;
* Toyota Land Cruiser 76 armoured – 15,000 km, service interval 7,500 km;
* Mercedes Benz G-Class 320 CDI armoured – 10,000 km, service interval 10,000 km;
* Toyota Land Cruiser 76 – 25,000 km, service interval 7,500 km;
* Toyota Coaster – 10,000 km, service interval 7,500 km;
* Nissan Patrol – 15,000 km, service interval 10,000 km;
* Nissan Pathfinder and Navara – 15,000 km, service interval 15,000 km;
* Nissan Primastar – 15,000 km, service interval 15,000 km;
* Ford Transit – 10,000 km, service interval 15,000 km;
* MAN – 10,000 km, service interval 10,000 km.

1. **Project management**

The EUMM Transport Section based in the Headquarters in Tbilisi will be responsible for managing the contract.

* 1. Sequence of Events

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| **Step** | **Action** |
| 1 | EUMM vehicle which needs Service / Repair is delivered to the Contractor’s premises based on the Hand Over Form (Appendix 21). |
| 2 | On the same day, EUMM Transport fills the Work Order first part (vehicle data and description of failure/body works/maintenance) and emails to the Contractor (Annex 24). |
| 3 | Based on the Work Order requirements, the Contractor is to:  For Services:   * Start performing the required Service work, following the vehicle maintenance plan Annex 11-20 of the Contract. When needs of repairs are identifyed while performing the Service, a Work Quotation must be submitted and the Repair routine must be followed.   For Repairs:   * Assess the vehicle failure and submit a Work Quotation to the Contracting Authority. No work will start on vehicle at this stage. |
| 4 | Contracting Authority PM assess the Work Quotation received, updates the Work Order with the accepted repair work and spare parts and sends the updated Work Order to the Contractor.  Additional Work Order must be issued when needs of repairs are identified during the Service execution. |
| 5 | The Contractor starts the vehicle repair and orders the parts which are not on stock.  When during the repair process unforeseen repair needs show up, the Contractor shall issue as soon as possible an additional Work Quotation which after the acceptance will be added to the already issued Work Order. |
| 6 | At the end of vehicle repair or service, the Contractor shall inform Contracting Authority and the last quotation should match in full with the latest Work Order received for the respective vehicle.  By informing Contracting Authority, the Contractor confirms vehicle is repaired/serviced and ready to be handed back to the Contracting Authority.  Any vehicle ready to be returned to the Contracting Authority should have in the trunk all the parts replaced duly packed in sealed transparent plastic bags with a copy of the last approved Quotation, except the oil and fuel filters. |
| 7 | In the presence of the Contractor’s representative, the Contracting Authority’s representative checks the performed work and the replaced parts and both of them shall certify the work completion by signing the Work Order.  They also check the vehicle technical status and sign the Vehicle Hand Over Form.  One copy of the Work Order and of the Hand Over Form remains with the Contracting Authority’s representative. |
| 8 | Contractor shall submit to the Contracting authority at the end of each month the Monthly Invoice comprehensive of all repairs performed during the month. |
| 9 | Contracting Authority shall crosscheck the Contractor’s Monthly Invoice with the certified work and parts of the WO completed and issue the EX POST SPECIFIC CONTRACT for the implementation of Framework Contract. |
| 10 | The Contractor shall check and sign the EX. POST SPECIFIC CONTRACT presented by the Contracting Authority. |
| 11 | Follow up the payment process in order to ensure the Contractor’s payment within the Contract’s time provision. |

1. **Requirement**
   1. *Staff*

Note that civil servants and other staff of the public administration of the beneficiary country cannot be proposed as experts, unless prior written approval has been obtained from the European Commission.

Key experts have a crucial role in implementing the contract.

**Key expert 1: Workshop manager**

*Communication skills:*

* Ability to speak and write routine reports and correspondence in English Language.

*Professional technical education:*

* Minimum car technician, proven training (engine, axles, electrical system, special equipment);
* Good awareness of different products and services market related with 4 X 4 vehicles.

*Professional experience:*

* Preferably 5 years workshop experience on 4x4 vehicles but a minimum of 2 years is required.

**Key expert 2: Master mechanic**

*Professional technical education:*

* Minimum car technician;
* Proved training on at least one of the brands Toyota, Nissan, Mercedes or Ford (engine, axles, electrical system, special equipment, overall-vehicle).

*Professional experience:*

* Preferably 3 years professional experience as a Master mechanic but a minimum of one year required.

**Key expert 3: Electrician**

*Professional technical education:*

* Minimum car technician
* Proved training on electric repairs

*Professional experience:*

* Preferably 3 years professional experience vehicle electrician but a minimum of one year required.

7.2 *Requirements for stock of spare parts*

The workshop must possess an initial stock of spare parts in order to be able to provide immediate maintenance of vehicles. A stock of spare parts must include all the parts, lubricants and accessories necessary for the maintenance and repair of the types of vehicles according with their annual average mileage and specific maintenance work specified in the contract.

1. **Equipment**

The Contractor must fill in the Annex 22 for each of the locations proposed to service/repair EUMM vehicles. For each listed component, it must be clearly indicated the quantity, model and year of manufactory. The Annex 22 shall be used as it is, without any modification or adding. At least one automotive lift for minimum 5.5 tones in workshop is a must.

No equipment is to be purchased on behalf of the Contracting Authority as part of this supply contract or transferred to the Contracting Authority at the end of this contract.

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# *ANNEX IV:* Budget breakdown (Model financial offer)

**Framework Contract on Supply and Delivery of Spare Parts with Provision of Ancillary Services to the EUMM Georgia Vehicle Fleet**

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**REFERENCE: EUMM-19-6339**

**NAME OF THE COMPANY:** **[**……………………………**]**

**OEM Spare Parts for vehicles manufactured by TOYOTA (vehicle's models and chassis numbers on Annex 21)**

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| **A** | **B** | **C** | **D** |
| **Item number** | **Estimated**  **Quantity** | **Unit costs**  **EUR**  **WITHout VAT** | **total**  **EUR**  **WITHout VAT** |
| **1**  **labour hour for ancillary services** | **162** |  |  |
|  |  | **TOTAL** |  |

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| **A** | **B** | **C** | **D** | **E** |
| **Item number** | **Estimated**  **QTY** | **specifications offered (inc. brand/model)** | Unit costs with delivery DDP[[11]](#footnote-11)  **EUR**  **WITHout VAT** | **total**  **EUR**  **WITHout VAT** |
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|  |  | **TOTAL COST OF SPARE PARTS IN EUR WITHOUT VAT (IN FIGURES AND LETTERS)** |  |  |

**OEM Spare Parts for vehicles manufactured by NISSAN (vehicle's models and chassis numbers on Annex 21)**

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| **A** | **B** | **C** | **D** |
| **Item number** | **Estimated**  **Quantity** | **Unit costs**  **EUR**  **WITHout VAT** | **total**  **EUR**  **WITHout VAT** |
| **1**  **labour hour for ancillary services** | **579** |  |  |
|  |  | **TOTAL** |  |

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| **Item number** | | **Estimated**  **QTY** | **specifications offered (inc. brand/model)** | Unit costs with delivery DDP[[12]](#footnote-12)  **EUR**  **WITHout VAT** | **total**  **EUR**  **WITHout VAT** |
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|  | 100 | |  |  |  |
|  | 100 | |  |  |  |
|  | 10 | |  |  |  |
|  | 20 | |  |  |  |
|  | 30 | |  |  |  |
|  | 20 | |  |  |  |
|  | 10 | |  |  |  |
|  | 10 | |  |  |  |
|  | 10 | |  |  |  |
|  | 10 | |  |  |  |
|  |  | | **TOTAL COST OF SPARE PARTS IN EUR WITHOUT VAT (IN FIGURES AND LETTERS)** |  |  |

**OEM Spare Parts for vehicles manufactured by MERCEDES BENZ**

|  |  |  |  |
| --- | --- | --- | --- |
| **A** | **B** | **C** | **D** |
| **Item number** | **Estimated**  **Quantity** | **Unit costs**  **EUR**  **WITHout VAT** | **total**  **EUR**  **WITHout VAT** |
| **1**  **labour hour for ancillary services** | **38** |  |  |
|  |  | **TOTAL** |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **A** | **B** | **C** | | **D** | **E** |
| **Item number** | **Estimated**  **QTY** | **specifications offered (inc. brand/model)** | | Unit costs with delivery DDP[[13]](#footnote-13)  **EUR**  **WITHout VAT** | **total**  **EUR**  **WITHout VAT** |
|  | **1** |  |  | |  |
|  | **1** |  |  | |  |
|  | **1** |  |  | |  |
|  | **1** |  |  | |  |
|  | **1** |  |  | |  |
|  | **2** |  |  | |  |
|  | **50** |  |  | |  |
|  | **1** |  |  | |  |
|  | **1** |  |  | |  |
|  | **20** |  |  | |  |
|  | **5** |  |  | |  |
|  | **2** |  |  | |  |
|  | **1** |  |  | |  |
|  | **1** |  |  | |  |
|  | **2** |  |  | |  |
|  | **2** |  |  | |  |
|  | **2** |  |  | |  |
|  | **4** |  |  | |  |
|  | **4** |  |  | |  |
|  | **2** |  |  | |  |
|  | **2** |  |  | |  |
|  | **2** |  |  | |  |
|  | **2** |  |  | |  |
|  | **2** |  |  | |  |
|  | **2** |  |  | |  |
|  | **5** |  |  | |  |
|  | **4** |  |  | |  |
|  | **2** |  |  | |  |
|  | **2** |  |  | |  |
|  | **2** |  |  | |  |
|  | **1** |  |  | |  |
|  | **4** |  |  | |  |
|  | **2** |  |  | |  |
|  | **5** |  |  | |  |
|  | **2** |  |  | |  |
|  | **2** |  |  | |  |
|  | **2** |  |  | |  |
|  | **2** |  |  | |  |
|  | **2** |  |  | |  |
|  | **2** |  |  | |  |
|  | **2** |  |  | |  |
|  | **2** |  |  | |  |
|  | **2** |  |  | |  |
|  | **2** |  |  | |  |
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|  | **2** |  |  | |  |
|  | **2** |  |  | |  |
|  | **2** |  |  | |  |
|  | **2** |  |  | |  |
|  | **2** |  |  | |  |
|  | **2** |  |  | |  |
|  | **2** |  |  | |  |
|  | **2** |  |  | |  |
|  | **2** |  |  | |  |
|  | **2** |  |  | |  |
|  | **1** |  |  | |  |
|  | **2** |  |  | |  |
|  | **2** |  |  | |  |
|  | **1** |  |  | |  |
|  | **1** |  |  | |  |
|  | **1** |  |  | |  |
|  | **1** |  |  | |  |
|  | **1** |  |  | |  |
|  | **1** |  |  | |  |
|  | **1** |  |  | |  |
|  | **4** |  |  | |  |
|  | **2** |  |  | |  |
|  | **4** |  |  | |  |
|  | **4** |  |  | |  |
|  | **4** |  |  | |  |
|  | **4** |  |  | |  |
|  | **2** |  |  | |  |
|  | **4** |  |  | |  |
|  | **4** |  |  | |  |
|  | **5** |  |  | |  |
|  | **5** |  |  | |  |
|  | **5** |  |  | |  |
|  | **5** |  |  | |  |
|  | **5** |  |  | |  |
|  | **40** |  |  | |  |
|  | **40** |  |  | |  |
|  | **10** |  |  | |  |
|  | **2** |  |  | |  |
|  |  | **TOTAL COST OF SPARE PARTS IN EUR WITHOUT VAT (IN FIGURES AND LETTERS)** |  | |  |

**OEM Spare Parts for vehicles manufactured by MAN and FORD (vehicle's models and chassis numbers on Annex 21)**

|  |  |  |  |
| --- | --- | --- | --- |
| **A** | **B** | **C** | **D** |
| **Item number** | **Estimated**  **Quantity** | **Unit costs**  **EUR**  **WITHout VAT** | **total**  **EUR**  **WITHout VAT** |
| **1**  **labour hour for ancillary services** | **32**  **(Ford – 22 hours; Man – 10 hours)** |  |  |
|  |  | **TOTAL** |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **A** | **B** | **C** | **D** | **E** |
| **Item number** | **Estimated**  **QTY** | **specifications offered (inc. brand/model)** | Unit costs with delivery DDP[[14]](#footnote-14)  **EUR**  **WITHout VAT** | **total**  **EUR**  **WITHout VAT** |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 2 |  |  |  |
|  | 2 |  |  |  |
|  | 2 |  |  |  |
|  | 2 |  |  |  |
|  | 2 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 1 |  |  |  |
|  | 10 |  |  |  |
|  | 1 |  |  |  |
|  |  | **TOTAL COST OF SPARE PARTS IN EUR WITHOUT VAT (IN FIGURES AND LETTERS)** |  |  |

**Random Tire services**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **A** | **B** | **C** | **D** | **E** | |
| **Item number** | **Estimated**  **QTY** | **specifications offered (inc. brand/model)** | Unit costs with delivery DDP[[15]](#footnote-15)  **EUR**  **WITHout VAT** | **total**  **EUR**  **WITHout VAT** | |
|  | 100 |  |  |  |
|  | 30 |  |  |  |
|  | 60 |  |  |  |
|  | 20 |  |  |  |
|  | 20 |  |  |  |
|  | 10 |  |  |  |
|  | 10 |  |  |  |
|  | 30 |  |  |  |
|  |  | **TOTAL COST OF SPARE PARTS IN EUR WITHOUT VAT (IN FIGURES AND LETTERS)** |  |  |

**Grand Total amount: …………… EUR (Without VAT)**

**\*\*\***

**ANNEX V:**

LEGAL ENTITIY AND FINANCIAL IDENTIFICATION FORMS

*ARE ATTACHED TO THIS TENDER DOSSIER*

*AS SEPARATE FILES IN PDF FORMAT*

*\*\*\**

|  |
| --- |
| **TENDER DOSSIER** |
| **EuropeAid/140204/ID/SER/GE** |

|  |
| --- |
| **PART C** |

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

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

****

# ADMINISTRATIVE COMPLIANCE GRID

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract title :** | **Framework Contract on Supply and Delivery of Spare Parts with Provision of Ancillary Services and random tire service to the EUMM Georgia Vehicle Fleet** | **Reference :** | EuropeAid/140204/ID/SER/GE |

| Tender envelope number | Name of tenderer | Is tenderer (consortium) nationality[[16]](#footnote-16) eligible?  (Y/N) | Is documentation complete?  (Y/N) | Is language as required?  (Y/N) | Is tender submission form complete?  (Y/N) | Is tenderer's declaration signed (by all consortium members if a consortium)? (Yes/No/ Not Applicable) | Other administrative requirements of the tender dossier?  (Yes/No/Not applicable) | Overall decision?  (Accept / Reject) |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1 |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |
| ….. |  |  |  |  |  |  |  |  |

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

# *EVALUATION GRID*

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract title :** | **Framework Contract on Supply and Delivery of Spare Parts with Provision of Ancillary Services and random tire service to the EUMM Georgia Vehicle Fleet** | **Reference :** | EuropeAid/140204/ID/SER/GE |

| Tender envelope No | Name of Tenderer | Economic & financial capacity? (OK/a/b/…) | Professional capacity? (OK/a/b/…) | Technical capacity? (OK/a/b/…) | Compliance with [[17]](#footnote-17)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) | Justification/ notes: |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1 |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |
| … |  |  |  |  |  |  |  |  |  |

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

\*\*\*

|  |
| --- |
| **TENDER DOSSIER** |
| **EuropeAid/140204/ID/SER/GE** |

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

|  |
| --- |
| **TENDER SUBMISSION FORM** |

# *TENDER FORM FOR A SUPPLY CONTRACT*

Publication reference: EuropeAid/140204/ID/SER/GE

Title of contract: Framework Contract on Supply and Delivery of Spare Parts with Provision of Ancillary Services and random tire service to the EUMM Georgia Vehicle Fleet

**<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 instructions to tenderers**.** The form must include a signed declaration using the annexed format from each legal entity making the application. Any additional documentation (brochure, letter, etc.) sent with the form will not be taken into consideration.Applications being submitted by a consortium (i.e. either a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members. The attachments to this submission form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted, the originals must be dispatched to the contracting authority upon request. For economical and ecological reasons, we strongly recommend that you submit your files on paper-based materials (no plastic folder or divider). We also suggest you use double-sided print-outs as much as possible.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing a commitment on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator, as well as the relevant selection criteria. With regard to technical and professional criteria, an economic operator may only rely on the capacities of other entities where the latter will supply the supplies or perform the works or services for which these capacities are required. With regard to economic and financial criteria, the entities upon whose capacity the tenderer relies, become jointly and severally liable for the performance of the contract.

**1 SUBMITTED BY**

|  |  |  |
| --- | --- | --- |
|  | **Name(s) of tenderer(s)** | **Nationality[[18]](#footnote-18)** |
| **Leader[[19]](#footnote-19)** |  |  |
| **Member** |  |  |
| **Etc …** |  |  |

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

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

**3 ECONOMIC AND FINANCIAL CAPACITY[[20]](#footnote-20)**

Please complete the following table of financial data[[21]](#footnote-21) based on your annual accounts and your latest projections. If annual closed accounts are not yet available for the current year or past year, please provide your latest estimates in the columns marked with \*\*. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the table). Any clarification or explanation which is judged necessary may also be provided.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Financial data**  Data requested in this table must be consistent with the selection criteria set in the contract notice | **2 years before last year[[22]](#footnote-22)**  **EUR**  **2016** | **Year before last year**  **EUR**  **2017** | **Last year EUR**  **2018** | **Average[[23]](#footnote-23)  EUR**  **2016-2017-2018** | **[Past year**  **EUR**  **]\*\*** | **[Current year EUR**  **]\*\*** |
| Annual turnover[[24]](#footnote-24), excluding this contract |  |  |  |  |  |  |
| Current assets[[25]](#footnote-25) |  |  |  |  |  |  |
| Current liabilities[[26]](#footnote-26) |  |  |  |  |  |  |
| [Current ratio (current assets/current liabilities) | N/A | N/A | N/A | N/A | N/A | N/A |

**4 STAFF RESOURCES**

Please provide the following personnel statistics for the current year and the two previous years[[27]](#footnote-27).

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Annual manpower** | **Year before past year** | | **Past year** | | **Current year** | | **Period average** | |
|  | **Overall** | **Relevant fields[[28]](#footnote-28)** | **Overall** | **Relevant fields 11** | **Overall** | **Relevant fields11** | **Overall** | **Relevant fields11** |
| Permanent staff [[29]](#footnote-29) |  |  |  |  |  |  |  | |
| Other staff [[30]](#footnote-30) |  |  |  |  |  |  |  | |
| 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 …[[31]](#footnote-31) |  |  |  |  |

**6 EXPERIENCE**

Please complete a table using the format below to summarise the **major** **relevant supplies** carried out over the **2016-2017-2018**[[32]](#footnote-32) 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)[[33]](#footnote-33)** | **Proportion supplied by legal entity (%)** | **No of staff provided** | **Name of client** | **Origin of funding** | **Dates** | **Name of members if any** |
| … | … | … | … | … | … | … | … | … |
| **Detailed description of supply** | | | | | | **Related services provided** | | |
| … | | | | | | … | | |
|  | | | | | |  | | |

**7 TENDERER’S DECLARATION(S)**

**As part of their tender, each legal entity identified under point 1 of this form, including every consortium member, as well as each capacity-providing entity and each subcontractor providing more than 10% of the supplies, must submit a signed declaration using this format, together with the declaration of honour on exclusion and selection criteria (Annex 1). 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: <insert price and currency>

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

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

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

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

**<**……………………………………………………………………**>**

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

**9** In the event that our tender is successful, we undertake, if required, to provide the proof usual under the law of the country in which we are effectively established that we do not fall into any of the exclusion situations. The date on the evidence or documents provided will be no earlier than 1 year before the date of submission of the tender and, in addition, we will provide a statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

We also undertake, if required, to provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tender specified in the contract notice, point 16. The documentary proofs required are listed in Section 2.6.11. of the practical guide.

We also understand that if we fail to provide the proof/evidence required, within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.

**10** We agree to abide by the ethics clauses in Clause 23 of the instructions to tenderers and, in particular, have no conflict of interests or any equivalent relation which may distort competition with other tenderers or other parties in the tender procedure at the time of the submission of this application.

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

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

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

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

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

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Financial data**  Data requested in this table must be consistent with the selection criteria set in the contract notice | **2 years before last5**  **EUR**  **2016** | **Year before last year**  **EUR**  **2017** | **Last year**  **EUR**  **2018** | **Average6**  **2016-2017-2018** | **Past year**  **EUR]** | **[Current year**  **EUR]** |
| Annual turnover 7, excluding this contract |  |  |  |  |  |  |
| Current assets8 |  |  |  |  |  |  |
| Current liabilities9 |  |  |  |  |  |  |
| [Current ratio (current assets/current liabilities) | Not applicable | Not applicable |  | Not applicable | Not applicable | Not applicable] |

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

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

Yours faithfully

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

Duly authorised to sign this tender on behalf of:

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

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

Stamp of the firm/company:

This tender includes the following annexes:

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

**Declaration on honour on  
exclusion criteria and selection criteria**

The undersigned [*insert name of the signatory of this form*], representing:

|  |  |
| --- | --- |
| (*only for natural persons*) himself or herself | (*only for legal persons*) the following legal person: |
| ID or passport number:  (‘the person’) | Full official name:  Official legal form:  Statutory registration number**:**  Full official address:  VAT registration number:  (‘the person’) |

The person is not required to submit the declaration on exclusion criteria if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority[[34]](#footnote-34), provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year.

In this case, the signatory declares that the person has already provided the same declaration on exclusion criteria for a previous procedure and confirms that there has been no change in its situation:

|  |  |
| --- | --- |
| **Date of the declaration** | **Full reference to previous procedure** |
|  |  |

[FOR grants:

[[which has been authorised to sign the present declaration on behalf of the following other persons[[35]](#footnote-35):

[*insert names of other entities on behalf of which the declaration is being signed*]]

declares that [the] [each] person:

|  |
| --- |
| 1. is eligible in accordance with the criteria set out in the specific call for proposals; |
| 1. has the required financial and operational capacity as set out in the specific call for proposals[[36]](#footnote-36); |
| 1. has not received any other Union funding to carry out the [action] [work programme] subject of this grant application and commits to declare immediately to the Commission/ the Agency any other such Union funding it would receive until the end of the [action][work programme]. |

***If any of the above requirements is not satisfied, please indicate*** *in annex to this declaration which and*  ***the name of the concerned person with a brief explanation.*]**

I – Situation of exclusion concerning the person

|  |  |  |
| --- | --- | --- |
| 1. declares that the above-mentioned person is in one of the following situations:   FOR GRANTS: [***If yes, please indicate in annex to this declaration which situation and the name(s) of the concerned person with a brief explanation*.**] | YES | NO |
| 1. it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under EU or national legislation or regulations; |  |  |
| 1. it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law; |  |  |
| 1. it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibity where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following: |  | |
| (i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract or an agreement; |  |  |
| (ii) entering into agreement with other persons with the aim of distorting competition; |  |  |
| (iii) violating intellectual property rights; |  |  |
| (iv) attempting to influence the decision-making process of the contracting authority during the award procedure; |  |  |
| (v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure***;*** |  |  |
| 1. it has been established by a final judgement that the person is guilty of the following: |  | |
| (i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995; |  |  |
| (ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 and Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, and conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the applicable law. |  |  |
| (iii) conduct related to a criminal organisation, referred to in Article 2 of Council Framework Decision 2008/841/JHA; |  |  |
| (iv) money laundering or terrorist financing within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council; |  |  |
| (v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision; |  |  |
| (vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council; |  |  |
| 1. it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union’s budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an contracting authority, OLAF or the Court of Auditors; |  |  |
| 1. it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95; |  |  |
| 1. it has been established by a final judgment or final administrative decision that the person or entity has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business |  |  |
| 1. it has been established by a final judgment or final administrative decision that an entity has been created with the intent provided for in point (g). |  |  |
| 1. for the situations under points (c) to (h) the person is subject to: 2. facts established in the context of audits or investigations carried out by the European Public Prosecutor’s Office after its establishment, the Court of Auditors, the European Anti-Fraud Office or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body; 3. non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics; 4. facts referred to in decisions of entities and persons being entrusted with EU budget implementation tasks; 5. information transmitted by Member States implementing Union Funds; 6. decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law; or 7. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body. |  |  |

[for grants) II: situations of exclusion concerning a natural person who is essential for the award or the implementation of the action or work programme subject to the grant application]

II – Situations of exclusion concerning natural or legal persons with power of representation, decision-making or control over the legal person and Beneficial owners.

***Not applicable to natural persons, Member States and local authorities***

|  |  |  |  |
| --- | --- | --- | --- |
| 1. declares that a natural or legal person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers e.g. company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares) or a beneficial owner of the person (as referred to in point 6 of article 3 of Directive (EU) N°2015/849) is in one of the following situations:   [FOR GRANTS: ***If yes, please indicate in annex to this declaration which situation and the name(s) of the concerned person(s) with a brief explanation.***] | YES | NO | N/A |
| Situation (c) above (grave professional misconduct) |  |  |  |
| Situation (d) above (fraud, corruption or other criminal offence) |  |  |  |
| Situation (e) above (significant deficiencies in performance of a contract ) |  |  |  |
| Situation (f) above (irregularity) |  |  |  |
| Situation (g) above (creation of an entity with the intent to circumvent legal obligations) |  |  |  |
| Situation (h) above (person created with the intent to circumvent legal obligations) |  |  |  |

III – Situations of exclusion concerning natural or legal persons assuming unlimited liability for the debts of the [legal] person

[FOR GRANTS: ***This section applies only to declarations that include a person for which a natural or legal person assumes unlimited liability for debts***]

|  |  |  |  |
| --- | --- | --- | --- |
| 1. declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations [***If yes, please indicate in annex to this declaration which situation and the name(s) of the concerned person(s) with a brief explanation***]: | YES | NO | N/A |
| Situation (a) above (bankruptcy) |  |  |  |
| Situation (b) above (breach in payment of taxes or social security contributions) |  |  |  |

IV – Grounds for rejection from this procedure

|  |  |  |  |
| --- | --- | --- | --- |
| 1. declares that the [above-mentioned] [[the] [each] ] person: | YES | NO | N/A |
| Was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise |  |  |  |

[FOR GRANTS:

V – Grounds for rejection from this procedure

|  |
| --- |
| 1. declares that the [the] [each] person: |
| was **not** previously involved in the preparation of documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise. ***If yes, please indicate in annex to this declaration the name(s) of the concerned person(s) with a brief explanation .*** |

**]**

[V] [VI] – Remedial measures

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

[VI] [VII] – Evidence upon request

Upon request and within the time limit set by the contracting authority, the person must provide information on the natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners. It must also provide the following evidence concerning the person itself and the natural or legal persons on whose capacity the person intends to rely, or the subcontractor, and concerning the natural or legal persons which assume unlimited liability for the debts of the person:

For situations described in (a), (c), (d) (f), (g) and (h) production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point ( (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another award procedure of the same contracting authority[[37]](#footnote-37). The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

[FOR GRANTS:

If selected to be awarded a grant, the person subject to this declaration accept(s) the terms and conditions laid down in the grant contract.

**The person subject to this declaration may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.**

Full name Date Signature]

[FOR PROCUREMENT: The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

|  |  |
| --- | --- |
| **Document** | **Full reference to previous procedure** |
| *Insert as many lines as necessary.* |  |

[VII] [VIII] – Selection criteria

|  |  |  |  |
| --- | --- | --- | --- |
| [(8)] [(9)] declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender documents: | YES | NO | N/A |
| 1. It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section [*insert*] of the contract notice/Instructions to tenderers/Guidelines for grant applicants; |  |  |  |
| 1. It fulfills the applicable economic and financial criteria indicated in section [*insert*] of the contract notice/Instructions to tenderers/Guidelines for grant applicants; |  |  |  |
| 1. It fulfills the applicable technical and professional criteria indicated in section [*insert*] of the contract notice/Instructions to tenderers/Guidelines for grant applicants. |  |  |  |

***The contracting authority must adapt the table above to the criteria indicated in the tender documents (i.e. insert extra rows for each criterion or delete irrelevant rows).***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| [(9)] [(10)] the above-mentioned person is the **sole tenderer** or the **leader in case of a consortium**, declares that: | YES | NO | N/A | |
| 1. the tenderer, including all members of the group in case of consortium and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender documents. |  |  | |  |

[VIII] [IX] – Evidence for selection

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender documents and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority[[38]](#footnote-38). The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

|  |  |
| --- | --- |
| **Document** | **Full reference to previous procedure** |
| *Insert as many lines as necessary.* |  |

***The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.]***

Full name Date Signature

**\*\*\***

1. See PRAG Section 2.6.10.1.3 A) [↑](#footnote-ref-1)
2. The currency of tender and currency of contract is EUR. However, the currency of payment for international companies will be EUR; For Georgian based companies the payments will be made in GEL. All amounts payable shall be converted from EURO into GEL using the exchange rate of the commercial bank serving EUMM, Georgia applicable on the date of the transaction. [↑](#footnote-ref-2)
3. It is recommended to use registered mail in case the postmark would not be readable [↑](#footnote-ref-3)
4. DDP (Delivered Duty Paid) - Incoterms 2010 International Chamber of Commerce

   <http://www.iccwbo.org/incoterms/id3040/index.html> [↑](#footnote-ref-4)
5. Pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. [↑](#footnote-ref-5)
6. Where the contracting party is an individual. [↑](#footnote-ref-6)
7. Where applicable. For individuals, mention their ID card or passport or equivalent document – number. [↑](#footnote-ref-7)
8. Except where the contracting party is not VAT registered. [↑](#footnote-ref-8)
9. DDP (Delivered Duty Paid) - Incoterms 2010 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/> [↑](#footnote-ref-9)
10. The currency of payment for international companies will be EUR; For Georgian based companies the payments will be made in GEL. All amounts payable shall be converted from EURO into GEL using the exchange rate of the commercial bank serving EUMM, Georgia applicable on the date of the transaction [↑](#footnote-ref-10)
11. DDP (Delivered Duty Paid) - Incoterms 2010 International Chamber of Commerce - http://www.iccwbo.org/incoterms/ [↑](#footnote-ref-11)
12. DDP (Delivered Duty Paid) - Incoterms 2010 International Chamber of Commerce - http://www.iccwbo.org/incoterms/ [↑](#footnote-ref-12)
13. DDP (Delivered Duty Paid) - Incoterms 2010 International Chamber of Commerce - http://www.iccwbo.org/incoterms/ [↑](#footnote-ref-13)
14. DDP (Delivered Duty Paid) - Incoterms 2010 International Chamber of Commerce - http://www.iccwbo.org/incoterms/ [↑](#footnote-ref-14)
15. DDP (Delivered Duty Paid) - Incoterms 2010 International Chamber of Commerce - http://www.iccwbo.org/incoterms/ [↑](#footnote-ref-15)
16. If the tender has been submitted by a consortium, the nationalities of **all** the consortium members must be eligible. [↑](#footnote-ref-16)
17. The selection criteria, in the previous section of this form, have to be met before the technical requirements are assessed. [↑](#footnote-ref-17)
18. Country in which the legal entity is registered. [↑](#footnote-ref-18)
19. 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-19)
20. Natural persons have to prove their capacity in accordance with the selection criteria and by the appropriate means. [↑](#footnote-ref-20)
21. If this application is submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this tender form. Consolidated data are not requested for financial ratios. [↑](#footnote-ref-21)
22. Last year=last accounting year for which the entity's accounts have been closed. [↑](#footnote-ref-22)
23. 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-23)
24. 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-24)
25. 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. [↑](#footnote-ref-25)
26. A company's debts or obligations that are due within one year. [↑](#footnote-ref-26)
27. If this tender is submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this tender form. Consolidated data are not requested for financial ratios. [↑](#footnote-ref-27)
28. Corresponding to the relevant specialisms identified in point 5 below. [↑](#footnote-ref-28)
29. Staff directlyemployed by the tenderer on a permanent basis (i.e. under indefinite contracts). [↑](#footnote-ref-29)
30. Other staff not directlyemployed by the tenderer on a permanent basis (i.e. under fixed-term contracts). [↑](#footnote-ref-30)
31. 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-31)
32. 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-32)
33. Amounts actually paid, without the effect of inflation. [↑](#footnote-ref-33)
34. The same institution or agency. [↑](#footnote-ref-34)
35. Please also consult the call for proposals in case specific options are defined to sign the declaration [↑](#footnote-ref-35)
36. This does not apply to affiliated entities except if their financial capacity and operational capacity is necessary due to the fact that the beneficiary composed of these affiliated entities does not have the required capacity itself. [↑](#footnote-ref-36)
37. The same institution or agency. [↑](#footnote-ref-37)
38. The same institution or agency.

    \*\*\* [↑](#footnote-ref-38)