

BANANA INDUSTRY TRUST



P.O. Box 1116, Charles Avenue, Goodwill, Commonwealth of Dominica Tel: (767) 440-2071 Fax
(767) 440-2072 email: bit@cwdom.dm

December 28th, 2009

Our ref.: SFA 2000 – SUPPLY OF REFERAGERATOR CONTAINERS AND CHASSIS

Dear Sirs:

SUBJECT: INVITATION TO TENDER FOR THE SUPPLY OF REFERAGERATOR CONTAINERS AND CHASSIS.

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

- A. Instructions to Tenderers**
- B. Draft Contract and Special Conditions, including annexes**
 - **Draft contract**
 - **Special Conditions**
 - **Annex I - General Conditions**
 - **Annexes II + III - Technical Specifications + Technical Offer**
 - **Annex IV - Budget Breakdown**
 - **Annex V - Forms**
- C. Further Information**
 - **Administrative Compliance Grid**
 - **Evaluation Grid**
- D. Tender Form for a Supply Contract**

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

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

Yours sincerely,

Grayson J. Stedman
Executive Officer

A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF: SFA 2000 – SUPPLY OF REFRIGERATOR CONTAINERS AND CHASSIS.

In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever its own conditions of sale may be, which it hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any reservation in the tender as regards the tender dossier; any reservation may result in the immediate rejection of the tender without further evaluation.

These Instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the provisions of the Practical Guide to Contract Procedures for EC external actions, which is applicable to the present call (available on the Internet at this address:

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

1 Supplies to be Provided

1.1 The subject of the contract is the supply and delivery delivery by the Contractor of the following goods as specified.

Lot 1

Item No	Description of Goods	Quantities
1	40 Ft Refrigerator Containers	4

Lot 2

Item No	Description of Goods	Quantities
1	20 Ft Refrigerator Containers	1

Lot 3

Item No	Description of Goods	Quantities
1	40 Ft Chassis	1

2	20 Ft Chassis	1
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1.2 The supplies must comply fully with the technical specifications set out in the tender dossier (Technical Annex) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.

2 Timetable

	DATE	TIME*
Deadline for request for any clarification from the Contracting Authority	7 days before deadline for submission of Tender	12.00 p.m
Last date on which clarifications are issued by the Contracting Authority	5 Days before deadline for submission of tender	-
Deadline for submission of tenders	February 22 nd 2010	4.00 pm
Tender opening session	February 22 nd 2010	4.30 pm
Notification of award to the successful tenderer		To be advised
Signature of the contract		To be advised

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

3 Participation

3.1 Participation in tendering is open to all legal persons participating either individually or in a grouping (consortium) or tenderers which are established in a the Member State of the European Union or in a country or territory of the regions covered by the Regulations on access to Community External Assistance. All works, supplies and services must originate in one or more of these countries. The participation is also open to international organisations. The participation of natural persons is directly governed by the specific instruments applicable to the programme under which the contract is financed.

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

3.3 These rules apply to:

- a) Tenderers
- b) Members of a consortium
- c) any subcontractors.

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

3.5 To be eligible for participation 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.

4 Origin

4.1 Unless otherwise provided in the contract, supplies must originate in a Member State of the European Community or a country covered by the SFA 2000 programme. The origin of the goods must be determined according to the Community Customs Code or the international agreements to which the country concerned is a signatory.

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

5 Type of Contract

Lump Sum.

6 Currency

Tenders must be presented in Eastern Caribbean Dollars.

7 Lots

This tender is for one (1) lot.

- 7.1 A single contract will be awarded. The tenderer must offer the whole of the quantities indicated.
- 7.2 The tenderer may include in his tender the overall discount he would grant in the event that he is awarded the tender. The discount should be clearly indicated in such a way that it can be announced during the public tender opening session.
- 7.3 Contract will be awarded by the Contracting Authority taking account of any discount offered.

8 Period of Validity

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

8.2 *In exceptional cases and prior to the expiry of the original tender validity period, the Contracting 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, their participation in the tender procedure will be terminated.*

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

9 Language of Offers

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

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

10 Submission of Tenders

10.1 Tenders must be received before the deadline specified in the letter of invitation to tender. They must include all the documents specified in the letter of invitation and sent to the following address:

**Executive Officer
Banana Industry Trust
P O Box 1116
Charles Avenue
Goodwill
Tel (767) 440-2071
Fax (767) 440+2072**

Tenders must comply with the following conditions:

10.2 All tenders must be submitted in one original, marked “original”, and 2 copies signed in the same way as the original and marked “copy”.

10.3 All tenders must be received at:

**Banana Industry Trust
P O Box 1116
Charles Avenue
Goodwill
Dominica**

by the deadline date and time as stated above, by registered letter with acknowledgement of receipt or hand delivered against receipt by the Contracting Authority or his representative.

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

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

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

11 Content of Tenders

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

Part 1: Technical offer

- ***a detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required. The technical offer should be presented as per template (Annex II+III*- the contractor’s technical offer) completed when and if necessary by separate sheets for details.***

Part 2: Financial offer

- ***A financial offer calculated on a basis of DDU for the supplies tendered, including if applicable.***

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

- An electronic version of the financial offer.

Part 3: Documentation

To be supplied following templates in annex*:

- The tender guarantee, for (supply, delivery, installation and after sales service duly completed including the tenderer's declaration.
- The "Tender Form for a Supply Contract", duly completed, which includes the tenderer's declaration, point 7, (from each member, if a consortium):
- The details of the bank account into which payments should be made (financial identification form). (Where the tenderer has already signed another contract with the European Commission, it may provide instead of the financial identification form either its financial identification form number or a copy of the financial identification form provided on that occasion, unless a change occurred in the meantime.)
- The legal entity file and the supporting documents (Where the tenderer has already signed another contract with the European Commission, it may provide instead of the legal entity sheet and its supporting documents either its legal entity number or a copy of the legal entity sheet provided on that occasion, unless a change in its legal status occurred in the meantime.)

To be supplied on free formats:

- A description of the warranty conditions, which must be in accordance with the conditions laid down in Article 32 of the General Conditions.
- A description of the organisation of the commercial warranty tendered in accordance with the conditions laid down in Article 32 of the Special Conditions.
- ***A statement by the tenderer attesting the origin of the supplies tendered (or other proofs of origin).***
- ***Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.***
- (Other)

Remarks:

Tenderers are requested to follow this order of presentation.

Annex* refers to templates attached to the tender dossier. These templates are also available on:
http://ec.europa.eu/europeaid/work/procedures/index_en.htm

12 Pricing

12.1 Tenderers will be deemed to have satisfied themselves, before submitting their tender(s), as to (its)(their) correctness and completeness, to have taken account of all that is required for the full and proper execution of the contract and to have included all costs in their rates and prices.

12.2 Depending on whether the supplies proposed are manufactured locally or are to be imported into the country of the Beneficiary, Tenderers must quote, by lot, unit (and overall) prices for their tenders on one of the following bases:

- a) for supplies manufactured locally, unit and overall prices must be quoted for delivery to the place of destination and in accordance with the above conditions, **excluding all domestic taxation applicable to their manufacture and sale;**
- b) for supplies to be imported into the country of the Beneficiary, unit and overall prices must be quoted for delivery to the place of destination and in accordance with the above conditions, **excluding all duties and taxes applicable to their importation and VAT, from which they are exempt.**

12.3 Whatever the origin of the supplies, the contract is exempt from stamp and registration duties.

12.4 The prices for the contract are fixed and not subject to revision, unless otherwise stipulated in the Special Conditions.

13 Additional information before the deadline for submission of tenders

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

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

**Executive Officer
Banana Industry Trust
P O Box 1116
Charles Avenue
Goodwill,
Dominica
Tel (767) 440-2071
Fax (767) 440-2072
E-mail: bit@cwdom.dm**

14 Calcification/Meeting/Site Visit

Any clarification of the tender dossier will be communicated to all prospective tenderers at least (7) seven days before the deadline for submission of tenders. No further clarification will be provided after this date.

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

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

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

15 Iteration or withdrawal of tenders

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

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

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

16 Costs of preparing tenders

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

17 Ownership of tenders

The 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

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

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

19 Opening of tenders

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

19.2 The tenders will be opened in public session as indicated above at the Banana Industry Trust office by the Committee appointed for the purpose. The Committee will draw up minutes of the meeting, which will be available on request.

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

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

19.5 In the interest of transparency and equal treatment and with out being able to modify their tenders, tenderers may be required , at the sole

written request of the evaluation committee, to provide clarification within a reasonable time limit to be fixed by the evaluation committee. Any such request for clarification must not seek the correction of formal errors or of major restriction affecting execution of the contract or distorting competition.

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

19.7 All tenders received after the deadline for submission specified in the procurement 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

20.1 Examination of the administrative conformity of tenders

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

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

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

20.2 Technical evaluation

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

The minimum qualifications required (as indicated in the Technical Specifications) are to be evaluated at the start of this stage.

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

20.3 To facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to

be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 20.4. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

20.4 Financial evaluation

- a) Tenders found to be technically compliant shall be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:
 - where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
 - except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.
- b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

20.5 Award Criteria

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

21 Signature of the Contract and performance guarantee

21.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the **documentary proof** or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is established, to show that it does not fall into the exclusion situations listed in section 2.3.3 of the Practical Guide to contract procedures for EC external actions. This evidence or these documents or statements must carry a date, which cannot be more than 1 year before the date of submission of the tender. In addition, a statement shall be furnished stating that the situations described in these documents have not changed since then.

21.2 The successful tenderer shall also provide evidence of the financial and economic standing and the technical and professional capacity according to the selection criteria for this call for tender specified in the procurement notice, point 16. The documentary proofs required are listed in sections 2.4.12.1.3 and 2.4.12.1.4 of the Practical Guide to contract procedures for EC external actions.

21.3 If the successful tenderer fails to provide the documentary proof or statement or the evidence of the financial and economic standing and

the technical and professional capacity within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the tender to the next lowest tenderer or cancel the tender procedure.

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

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

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

22 Tender Guarantee

None

23 Ethics Clauses

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

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

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

of the contract, the Contractor must immediately inform the Contracting Authority.

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

23.5 For the duration of the contract the Contractor and its staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular and in accordance with the legal basic act concerned, tenderers who have been awarded contracts shall respect core labour standards as defined in the relevant International Labour Organisation conventions (such as the Conventions on freedom of association and collective bargaining; Abolition of forced and compulsory labour; Elimination of forced and compulsory labour; Abolition of child labour).

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

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

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

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

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

23.11 All tenders will be rejected or contracts terminated if it emerges that the award or implementation of a contract has given rise to unusual

commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

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

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

23.14 The Contracting Authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, the Contracting Authority may refrain from concluding the Contract.

24 Cancellation of the Tender Procedure

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

Cancellation may occur where:

- the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal implementation of the project impossible;
- all technically compliant tenders exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these have prevented fair competition.

In no event shall 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 procurement notice does not commit the

Contracting Authority to implement the programme or project announced.

25 Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may petition the Contracting Authority directly. The Contracting Authority must reply within 90 days of receipt of the complaint.

B. DRAFT CONTRACT AND SPECIAL CONDITIONS, INCLUDING ANNEXES

DRAFT CONTRACT
SUPPLY CONTRACT FOR EUROPEAN
COMMUNITY EXTERNAL ACTIONS

FINANCED FROM THE EC GENERAL BUDGET/EDF

Banana Industry Trust, P.O.Box 1116, Charles Avenue, Goodwill, Dominica
("The Contracting Authority"),

of the one part,

and

<Full official name of Contractor>
[Legal status/title]¹
[Official registration number]²
[Full official address]
[VAT number]³, ("the Contractor")

of the other part,

have agreed as follows:

CONTRACT TITLE: SUPPLY REFRIGERATOR CONTAINERS AND CHASSIS.

Identification number: BIT SFA 2000 GRANT CONTRACT

Article 1 Subject

1.1 The subject of the contract shall be the supply and delivery of Refrigerator Containers and Chassis, of the following supplies:

¹ Where the contracting party is an individual.

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

³ Except where the contracting party is not VAT registered.

Lot 1

<i>Items</i>	<i>Descriptions of Goods</i>	<i>Quantities</i>
1	40 Ft Referagerator Container	4

Lot 2

Items	Description of Goods	Quantities
1	20 Ft Refrigerator Containers	1

Lot 3

Items	Description of Goods	Quantities
1	40 Ft Chassis	1
2	20 Ft Chassis	1

The place of acceptance of the supplies shall be Banana Industry Trust, Charles Avenue, Goodwill, Dominica. Delivery shall be within (30) thirty days of award of this contract and shall be delivered Duty Free. The implementation period shall be up to (10) ten days of delivery. The after sales period shall correspond from the date of complete installation to the end of the warranty period.

- 1.2 The Contractor shall comply strictly with the terms of the Special Conditions and the technical annex [including any changes under the proposed variant].

Article 2 Origin

The supplies must originate in a Member State of the European Community or a country covered by the Regulations on access to Community external assistance.

A certificate of origin for the supplies must be provided by the Contractor at the latest when it requests provisional acceptance of the supplies. Failure to comply with this condition may result in the termination of the contract.

The origin of the goods shall be determined according to the Community Customs Code or the international agreements to which the country concerned is a signatory.

Article 3 Price

- 3.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract price shall be Eastern Caribbean currency.
- 3.2 The price referred to in article 3.1 above shall be the sole remuneration owed by the Contracting Authority to the contractor under the contract. It shall be firm and shall not be subject to revision

3.3. 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]);
- the Technical Offer (Annex III [including clarifications from the tenderer provided during tender evaluation]);
- the budget breakdown (Annex IV);
- (specified forms and other relevant documents (Annex V);

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

Done in English in (3) three originals, (2) two originals for the Contracting Authority, one original for the Contractor.

For the Contractor

For the Contracting Authority

Name:

Name:

Title:

Title:

Signature:

Signature

Date:

Date:

Endorsed for financing by National Authoring Officer/EDF.

Name:

Title:

Signature:

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

Article 2 Law applicable

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

Article 4 Communications

All 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.

**Executive Officer
Banana Industry Trust
P O Box 1116
Charles Avenue
Goodwill
Dominica.
Tel (767) 440-2071
Fax (767) 440-2072
Email bit@cwdom.dm**

Article 9 The Contractor's obligations

- 9.6 The Contractor shall take the necessary measures to ensure the visibility of the European Union financing or co-financing. These measures must comply with the rules in the Communication and Visibility Manual for EU External Actions published by the European Commission:
http://ec.europa.eu/europeaid/work/visibility/index_en.htm.

Article 10 Origin

As specified in Article 2 of the contract.

Article 11 Performance guarantee

None

Article 12 Insurance

All equipment must be insured up to the point of delivery to the Contracting Authority.

Article 13 Programme of implementation of the tasks (timetable)

Delivery date for all supplies as stated in the contract.

Article 16 Tax and customs arrangements

For supplies to be imported into the country of the Contracting Authority, all duties and taxes applicable to their importation, including VAT shall be excluded.

Article 18 Commencement order

18.1 As per contract.

Article 19 Period of Implementation of the tasks

19.1 The implementation period shall run as per contract to the date corresponding to the end of the warranty period on the goods supplied.

Article 22 Variations

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

Article 24 Quality of supplies

As stipulated in the contract.

Article 26 Methods of payment

26.1 Payments shall be made in Eastern Caribbean currency upon delivery of the supplies and implementation.

Article 32 Warranty

The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The Contractor shall further warrant that none of the supplies have any defect arising from design, materials or workmanship. This warranty shall remain valid for maximum of one year after provisional acceptance. The contractor is to provide a commercial warranty on parts and labour for a period of (1) one year after the end of the warranty period.

Article 33 After-sales service

The contractor is to provide after sales service following the end of the warranty period.

Article 40 Amicable settlement of disputes

40.1 If an amicable dispute procedure fails, the Parties shall resort to the procedure outlined in Article 40.2.

40.2 Any disputes arising out of or relating to this contract which cannot be settled otherwise between the Parties, shall be submitted to the High Court in accordance with the Laws of the Commonwealth of Dominica.

ANNEX II + III : TECHNICAL SPECIFICATIONS + TECHNICAL OFFER

Contract title : Supply of Refrigerator Containers and Chassis

Publication reference : SFA 2000 Grant Contract

Column 1-2 should be completed by the Contracting Authority

Column 3-4 should be completed by the tenderer

Column 5 is reserved for the evaluation committee

Annex III - the Contractor's Technical Offer

The tenderers are requested to complete the template on the next pages:

- Column 2 is completed by the Contracting Authority and shows the required specifications (not to be modified by the tenderer),
- Column 3 is to be filled in by the tenderer and must detail what is offered (for example the words "compliant" or "yes" are not sufficient)
- Column 4 allows the tenderer to make comments on its proposed supply and to make eventual references to the documentation

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

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

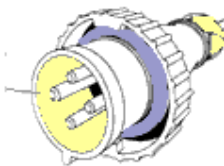
Item Number	Specifications Required	Specifications Offered	Notes, remarks, ref to documentation	Evaluation Committee/'s notes
1	40 Ft Refrigerator Containers As per attached specifications			
2	20 Ft Refrigerator Containers As per attached specifications			
3	40 Ft Chassis As per attached specifications			
4	20 Ft Chassis As per attached specifications			

Electric Plugs

The following are electric plug configurations for refrigerated containers.

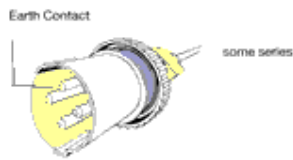
- Depending on power sources refrigerated containers are equipped with 1 or 2 plugs
380V/50Hz to 460V/60Hz (32 A) 3 Phase.
200V/50Hz to 220V/60Hz (60A) 3 Phase.
- There are fixed cables with a length of 15 m (49 ft).
- Couplings for adapters are available.
- Adapters are subject to corresponding safety regulations.

Earth Contact



380/460 V plugs

- 4 poles according to CEE.
- According to ISO 1496-2 annex M.
- Earth contact in 3rd position according to socket.



200/220 V plugs

- 4 poles
- According to ISO 1496-2 annex O.
- Position of earth contact according to illustration.

Refrigerated Container

20' M.G.S.S. Refrigerated Container

Exterior		
Length	Width	Height
20'-0"	8'-0"	8'-6"
6.058 m	2.438 m	2.591 m

Interior		
Length	Width	Height
18'- 17/32"	7'-6 15/32"	7'-5 39/54"
5.500 m	2.298 m	2.276 m

Nominal		Weight	
Cubic Capacity		MGW	TARE
1,016 cu.ft.		67,180 lb	6,700 lb
28.8 cu.m.		30,480 kg	3,020 kg

Cooling capacity	Air exchange rate		Type	Temp. control precision
	CFM	cu.m/hr		
w(kcal)/C(F)				
11,000(9,460)/1.7(35) 6,280(5,400)/-18(0)	0-106	0-180	MHI CPE14-2BAIIIIEU	+0.25C
10,550(9,073)/2(35) 6,150(5,289)/-18(0)	0-142	0-240	CARRIER 69NT40-551-501	+0.25C

top

20' Aluminum Refrigerated Container

Exterior

2008
BANANA INDUSTRY TRUST

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Length	Width	Height
20'-0"	8'-0"	8'-6"
6.058 m	2.438 m	2.591 m

Interior		
Length	Width	Height
17'-0"	7'-6"	7'-3"
5.480 m	2.286 m	2.235 m

Nominal	Weight	
Cubic Capacity	MGW	TARE
989 cu.ft.	52,800 lb	6,170 lb
28 cu.m.	24,000 kg	2,800 kg

Cooling capacity	Air exchange rate		Type	Temp. control precision
w(kcal)/C(F)	CFM	cu.m/hr		
11,000(9,460)/1.7(35) 6,280(5,400)/-18(0)	0-106	0-180	MHI CPE14-2BAIIIIEU	+/-0.25C



40' M.G.S.S. Hi-Cube Refrigerated Container

Exterior		
Length	Width	Height
40'-0"	8'-0"	9'-6"
12.192 m	2.438 m	2.896 m

Interior		
Length	Width	Height
37'-11 55/64"	7'-6 15/32"	8'-4 5/32"
11.585 m	2.290 m	2.544 m

Nominal	Weight	
Cubic Capacity	MGW	TARE
2,384 cu.ft.	74,960 lb	10,490 lb
67.5 cu.m.	34,000 kg	4,760 kg

Cooling capacity	Air exchange rate		Type	Temp. control precision
w(kcal)/C(F)	CFM	cu.m/hr		
11,000(9,460)/1.7(35)	0-106	0-180	MHI	+/-0.25C

6,280(5,400)/-18(0)

CPE16-2BAIIIIV

10,550(9,073)/2(35)
6,150(5,289)/-18(0)

0-142

0-240

CARRIER
69NT40-551-501

+/-0.25C



40' Hi-Cube Aluminum Refrigerated Container

Exterior		
Length	Width	Height
40'-0"	8'-0"	9'-6"
12.192 m	2.438 m	2.896 m

Interior		
Length	Width	Height
37'-11"	7'-6"	8'-2"
11.563 m	2.286 m	2.507 m

Nominal	Weight	
Cubic Capacity	MGW	TARE
2,340 cu.ft.	67,200 lb	9,480 lb
66.27 cu.m.	30,480 kg	4,300 kg

Cooling capacity	Air exchange rate		Type	Temp. control precision
	CFM	cu.m/hr		
11,000(9,460)/1.7(35) 6,280(5,400)/-18(0)	0-106	0-180	MHI CPE14-2BAIIIA/ES	+/-0.25C

ANNEX IV : Budget breakdown (Model financial offer)

Page No 1 [of...]

**PUBLICATION REFERENCE: SFA 2000 GRANT CONTRACT:
NAME OF TENDER: SUPPLY REFRIGERATOR CONTAINERS AND
CHASSIS**

A	B	C	D	E
ITEM NUMBER	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS WITH DELIVERY PLACE OF ACCEPTANCE NATIONAL CURRENCY	TOTAL NATIONAL CURRENCY
1				
2				
3				
4				



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/budget/execution/fiers_fr.htm

ACCOUNT NAME	
ACCOUNT NAME ⁽¹⁾	<input type="text"/>
	<input type="text"/>
ADDRESS	<input type="text"/>
	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>

CONTACT	<input type="text"/>
TELEPHONE	<input type="text"/>
FAX	<input type="text"/>
E - MAIL	<input type="text"/>

BANK	
BANK NAME	<input type="text"/>
	<input type="text"/>
BRANCH ADDRESS	<input type="text"/>
	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>
ACCOUNT NUMBER	<input type="text"/>
IBAN ⁽²⁾	<input type="text"/>

REMARKS:

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE (Both Obligatory) ⁽³⁾	DATE + SIGNATURE ACCOUNT HOLDER : (Obligatory)
<input type="text"/>	DATE <input type="text"/>

⁽¹⁾ The name or title under which the account has been opened and not the name of the authorized agent

⁽²⁾ If the IBAN Code (International Bank account number) is applied in the country where your bank is situated

⁽³⁾ It is preferable to attach a copy of recent bank statement, in which event the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder is obligatory in all cases.

LEGAL ENTITIES



LEGAL ENTITIES

PRIVACY STATEMENT http://ec.europa.eu/budget/execution/legal_entities_fr.htm

PRIVATE COMPANIES

TYPE OF COMPANY	<input type="text"/>		
NGO	YES <input type="checkbox"/>	NO <input type="checkbox"/>	(Non-Governmental Organisation)
NAME(S)	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
ABBREVIATION	<input type="text"/>		
ADDRESS OF HEAD OFFICE	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
POSTCODE	<input type="text"/>	P.O. BOX	<input type="text"/>
TOWN/CITY	<input type="text"/>		
COUNTRY	<input type="text"/>		
VAT (1)	<input type="text"/>		
PLACE OF REGISTRATION	<input type="text"/>		
DATE OF REGISTRATION	<input type="text"/>	<input type="text"/>	<input type="text"/>
	DD	MM	YYYY
REGISTRATION No (2)	<input type="text"/>		
PHONE	<input type="text"/>	FAX	<input type="text"/>
F-MAIL	<input type="text"/>		

THIS "LEGAL ENTITIES" FORM SHOULD BE COMPLETED AND RETURNED TOGETHER WITH:
1. A COPY OF THE VAT REGISTRATION DOCUMENT IF APPLICABLE AND IF THE VAT NUMBER DOES NOT APPEAR ON THE OFFICIAL DOCUMENT REFERRED TO AT 2 BELOW.
2. A COPY OF SOME OFFICIAL DOCUMENT (OFFICIAL GAZETTE, COMPANY REGISTER ETC) SHOWING THE NAME OF THE LEGAL ENTITY, THE ADDRESS OF THE HEAD OFFICE AND THE REGISTRATION NUMBER GIVEN TO IT BY THE NATIONAL AUTHORITIES.

DATE AND SIGNATURE OF AUTHORISED REPRESENTATIVE

ADMINISTRATIVE COMPLIANCE GRID

Contract title :	Supply of Refrigerator Containers and Chassis	Publication reference :	BIT-SFA 2000 GC
-------------------------	--	--------------------------------	------------------------

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

Chairperson's name	
Chairperson's signature	
Date	

¹ If the tender has been submitted by a consortium, the nationalities of **all** the consortium members must be eligible

EVALUATION GRID

Contract title :	Supply of Refrigerator Containers and Chassis	Publication reference :	BIT SFA 2000 GC
-------------------------	--	--------------------------------	------------------------

Tender envelope No	Name of Tenderer	Rules of origin respected? (Y/N)	Economic & financial capacity? (OK/a/b/...)	Professional capacity? (OK/a/b/...)	Technical capacity? (OK/a/b/...)	Compliance with technical specifications? ¹	Ancillary services as required?	Subcontracting statement in accordance with art 6 of the General Conditions? (Y/N)	Other technical requirements in tender dossier? (Yes/No/Not applicable)	Technically compliant? Y/N	Notes:
1											
2											
3											
4											

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

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

D. TENDER FORM FOR A SUPPLY CONTRACT

Publication reference: SFA 2000 GC-

Title of contract: Supply of Refrigerator Containers and Chassis

<Place and date>

**A: Banana Industry Trust
P O Box 1116
Charles Avenue
Goodwill
Dominica
>**

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

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator.

1 SUBMITTED BY

	Name(s) of tenderer(s)	Nationality¹
Leader²		
Member		
Etc ...		

2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
E-mail	

3 ECONOMIC AND FINANCIAL CAPACITY³

Please complete the following table of financial data⁴ based on your annual accounts and your latest projections. If annual accounts are not yet available for this year or last year, please provide your latest estimates, clearly identifying estimated figures in italics. Figures in all columns must be on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the table). Any clarification or explanation which is judged necessary may also be provided.

Financial data	2 years before last year ⁵	Year before last year	Last year	Average ⁶	This year
	EC\$	EC\$	EC\$€	EC\$	EC\$€
Annual turnover ⁷ , excluding this contract					
Cash and cash equivalents ⁸ at beginning of year					
Net cash from / (used in) operating, investing & financing activities ⁹ excluding future contracts					
Net forecast cash from/ (used in) future contracts, excluding this contract					
Cash and cash equivalents ⁸ at end of year [ie, the sum of the above three rows]					

4 STAFF RESOURCES

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

Average manpower	Year before last		Last year		This year	
	Overall	Total for fields related to this contract ¹¹	Overall	Total for fields related to this contract ¹¹	Overall	Total for fields related to this contract ¹¹
Permanent staff ¹²						
Other staff ¹³						
Total						
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%

5 FIELDS OF SPECIALISATION

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

	Leader	Member 2	Member 3	Etc ...
Relevant specialism 1				
Relevant specialism 2				
Etc ... ¹⁴				

6 EXPERIENCE

Please complete a table using the format below to summarise the **major relevant supplies** carried out in the course of the past **3 years**¹⁵ 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 EC\$ ¹⁶	Proportion supplied by legal entity (%)	No of staff provided	Name of client	Origin of funding	Dates	Name of members if any
...
Detailed description of supply						Related services provided		
...						...		

7 TENDERER'S DECLARATION(S)

As part of their tender, each legal entity identified under point 1 of this form, including every consortium member, must submit a signed declaration using this format. The declaration may be in original or in copy. If copies are submitted the originals must be dispatched to the Contracting 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:
[description of supplies with indication of quantities and origin]
.
- 3** The price of our tender **excluding** spareparts and consumables, if applicable *[excluding the discounts described under point 4]* is:
[.....]
- 4** We will grant a discount of [%], or [.....] *[in the event of our being awarded*
- 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 has/have the following nationality:
<.....>
- 8** We are making this tender in our own right [as member in the consortium led by < name of the leader / ourselves >]*. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a member in the consortium, that all members are jointly and severally liable by law for the execution of the contract, that the lead member is authorised to bind, and receive instructions for and on behalf of, each member, that the execution of the contract, including payments, is the responsibility of the lead member, and that all members in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's execution].

- 9** We are not in any of the situations excluding us from participating in contracts which are listed section 2.3.3 of the Practical Guide to contract procedure for EC external actions. In the event that our tender is successful, we undertake, if required, to provide the proof usual under the law of the country in which we are established that we do not fall into these exclusion situations. The date on the evidence or documents provided will be no earlier than 1 year before the date of submission of the tender and, in addition, we will provide a statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

We also undertake, if required, to provide evidence of the financial and economic standing and the technical and professional capacity according to the selection criteria for this call for tender specified in the procurement notice, point 16. The documentary proofs required are listed in section 2.4.11.1.3 and 2.4.11.1.4 of the Practical Guide.

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

- 10** We agree to abide by the ethics clauses in Clause 23 of the instructions to tenderers and, in particular, have no conflict of interests or any equivalent relation in that respect with other tenderers or other parties in the tender procedure at the time of the submission of this application.
- 11** We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the tasks. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the EC/EDF.
- 12** We note that the Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.
- 13** We fully recognise and accept that we may be excluded from tender procedures and contract, in accordance with the Section 2.3.4 of the Practical Guide to contract procedures for EC external actions, for a maximum period of 5 years from the date on which the infringement is established and up to 10 years in the event of a repeated offence within the 5 years of the above-mentioned date. Furthermore, we acknowledge that, should we made false declarations, committed substantial errors, irregularities or fraud, we shall also be subject to financial penalties representing 2 % to 10 % of the total estimated value of the contract being awarded. This rate may be increased to 4% to 20% in the event of a repeat offence within 5 years of the first infringement.
- 14** We are aware that, for the purposes of safeguarding the financial interests of the Communities, our personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

[* Delete as applicable]

If this declaration is being completed by a consortium member:

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

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

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

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

Yours faithfully

Name and first name: <[.....]>

Duly authorised to sign this tender on behalf of:

<.....>

Place and date: <.....>]

Stamp of the firm/company:

This tender includes the following annexes:

[*Numbered list of annexes with titles*]

¹ Country in which the legal entity is registered

² add/delete additional lines for members as appropriate. Note that a subcontractor is not considered to be a member for the purposes of this tender procedure. Subsequently, the data of the subcontractor must not appear in the data related to the economic, financial and professional capacity. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as '**leader**' (and all other lines should be deleted)

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

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

⁵ Last year=last accounting year for entity.

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

⁷ The gross inflow of economic benefits (cash, receivables, other assets) arising from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.

⁸ Cash and cash equivalents comprise cash on hand and demand deposits, together with short-term, highly liquid investments that are readily convertible to a known amount of cash, and that are subject to an insignificant risk of changes in value. An investment normally meets the definition of a cash equivalent when it has a maturity of three months or less from the date of acquisition. Equity investments are normally excluded, unless they are in substance a cash equivalent (e.g. preferred shares acquired within three months

of their specified redemption date). Bank overdrafts which are repayable on demand and which form an integral part of an enterprise's cash management are also included as a component of cash and cash equivalents.

⁹ Operating activities are the main revenue-producing activities of the enterprise that are not investing or financing activities, so operating cash flows include cash received from customers and cash paid to suppliers and employees. Investing activities are the acquisition and disposal of long-term assets and other investments that are not considered to be cash equivalents. Financing activities are activities that alter the equity capital and borrowing structure of the enterprise. Interest and dividends received and paid may be classified as operating, investing, or financing cash flows, provided that they are classified consistently from period to period. Cash flows arising from taxes on income are normally classified as operating, unless they can be specifically identified with financing or investing activities.

¹⁰ if this tender is being submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members – see point 7 of this tender form for a supply contract.

¹¹ Corresponding to the relevant specialisms identified in point 5 below.

¹² staff directly employed by the Tenderer on a permanent basis (ie, under indefinite contracts)

¹³ other staff not directly employed by the Tenderer on a permanent basis (ie, under fixed-term contracts)

¹⁴ add / delete additional lines and/or rows as appropriate. If this tender is being submitted by an individual legal entity, the name of the legal entity should be entered as 'Leader' (and all other columns should be deleted)

¹⁵ In the case of framework contracts (without contractual value), only specific contracts corresponding to assignments implemented under such framework contracts shall be considered.

¹⁶ Amounts actually paid, without the effect of inflation.