

## CONTRACT NOTICE

### CALL FOR TENDER: GENERAL INFORMATION

#### I.1) Name and address Contracting Authority

- Official name: The Permanent Secretary
  - Ministry of Foreign Affairs and International Trade
- Postal address: P.O. Box CY4240  
Town: Harare  
E-mail: mofaitenders@gmail.com  
Internet address: www.zimfa.gov.zw

#### II.1.1) Title:

Supply,delivery, installation, testing and commissioning of air conditioners – Chirundu Border Upgrade Project

PUBLICATION REF: ZIM/CHNDU/EU/TFP/AIR CONDITIONING/10/21

#### II.1.2) Main CPV<sup>1</sup> code

35121500-3

#### II.1.3) Type of contract

*Supplies with installation*

#### II.1.4) Short description of the contract

This contract is for the Supply,delivery, installation, testing and commissioning of air conditioners at Chirundu Border Post Chirundu Trade Facilitation Programme to the Ministry of Foreign Affairs and international Trade, DDP, and the period of the implementation of the task is set at thirty (30) days from the date of signature of the last party until the provisional acceptance in accordance with the contract notice/additional information about the contract notice.

#### II.1.5) Estimated total value

Value excluding VAT:

Currency: US\$

#### IV.1.1.) Type of Procedure

Open

#### IV.2.1) Previous publication concerning this procedure

Notice number in the OJ S.....

#### II.1.6) Information about lots

This contract is divided into lots: No, it is not divided into lots

### CALL FOR TENDER: INFORMATION PER LOT

#### II.2) Description

This contract is for the Supply,delivery, installation, testing and commissioning of air conditioners at Chirundu Border Post Trade Facilitation Programme at Chirundundu Border Post, DDP, and the period of implementation

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<sup>1</sup>The Common Procurement Vocabulary (CPV) is the mandatory reference nomenclature applicable to procurement contracts. The list of CPV codes is available on: <http://simap.ted.europa.eu/en/web/simap/cpv>

of the task is set at thirty days from the date of signature of last party until the provisional acceptance in accordance with the contract notice/additional information about the contract notice.

Main CPV code 35121500-3

**II.2.3) Place performance**

Geographical zone benefitting from the action: Chirundu Border Post, Zimbabwe.

**II.2.5) Award Criteria**

Price

Value excluding VAT:

Currency: US\$

**II.2.14) Additional information**

N/A

**IV.2.2) Time limit for submission of tenders or requests to participate**

Date: 28 April, 2022

Local Time: 1000HRS

**IV.2.6) Minimum time frame during which the tenderer must maintain the tender**

Duration in months: At least 3 months from the date stated for receipt of tender

**IV.2.7) Conditions for opening of tenders**

Date: 28 April, 2022

Local time: 1030 Hours CAT

Place: Ministry of Foreign Affairs and International Trade, Basement Floor Boardroom, Munhumutapa Building, Harare, Zimbabwe

Information about authorised persons and opening procedure: See Internet address provided in Section I.3.

**Additional information about the Contract Notice**

**Contract title: Supply,delivery, installation, testing and commissioning of air conditioners at Chirundu Border for Post Trade Facilitation Programme**

**Location: Chirundu Border Post**

**1. Nature of contract**

Unit price

**2. Programme title : Zimbabwe Chirundu Border Upgrade Project**

**3. Financing**

Budget line

**4. Eligibility and rules of origin**

Participation in tendering is open on equal terms to all natural and legal persons (participating either individually or in a grouping – consortium – of candidates/tenderers) which are established in one of the Member States of the European Union, ACP States or in a country or territory authorised by the ACP-EC Partnership Agreement under which the contract is financed (see also heading ‘Legal basis’ below). Participation is also open to international organisations.

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

For UK candidates or tenderers: Please be aware that following the entry into force of the EU-UK Withdrawal Agreement\* on 1 February 2020 and in particular Articles 127(6), 137 and 138, the references to natural or legal persons residing or established in a Member State of the European Union and to goods originating from an eligible country, as defined under Regulation (EU) No 236/2014\*\* and Annex IV of the ACP-EU Partnership Agreement\*\*\*, are to be understood as including natural or legal persons residing or established in, and to goods originating from, the United Kingdom\*\*\*\*. Those persons and goods are therefore eligible under this call.

\* Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community.

\*\* Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's instruments for financing external action.

\*\*\* Annex IV to the ACP-EU Partnership Agreement, as revised by Decision 1/2014 of the ACP-EU Council of Ministers (OJ L196/40, 3.7.2014)

\*\*\*\* including the Overseas Countries and Territories having special relations with the United Kingdom, as laid down in Part Four and Annex II of the TFEU]

## 5. Candidature

**All eligible natural and legal persons (as per item 4 above) or groupings of such persons (consortia) may apply.**

**A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure. All partners of a consortium (i.e., the leader and all other partners) are jointly and severally liable to the contracting authority.**

**The participation of an ineligible natural or legal person will result in the automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.**

## 6. Number of applications or tenders

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

## 7. Tender guarantee

Yes, tender guarantee is required.

## 8. Performance guarantee

The successful tenderer 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 tenderer receives the contract signed by the contracting authority. If the selected tenderer fails to provide such a guarantee within this period, the contract will be void and a new contract may be drawn up and sent to the tenderer which has submitted the next cheapest compliant tender.

## 9. Information meeting and/or site visit

Information meeting is planned

## 10. Tender validity

Tenders must remain valid for a period of 3 months after the deadline for submission of tenders. In exceptional circumstances, the contracting authority may, before the validity period expires, request that tenderers extend the validity of tenders for a specific period.

## 11. N/A

## 12. Grounds for exclusion

Candidates or tenderers must submit a signed declaration, included in the application form or tender form, to the effect that they are not in any of the situations listed in Section 2.6.10.1 of the **practical guide (PRAG)**. Where the candidate or tenderer intends to rely on capacity providing entities or subcontractor(s), he/she must provide the same declaration signed by this/these entity(ies).

Candidates or tenderers included in the lists of EU restrictive measures (see Section 2.4. of the PRAG) at the moment of the award decision cannot be awarded the contract.

## 13. Sub-contracting

*Sub-contracting is allowed.*

14. N/A

15. **Provisional date of invitation to tender**

14 March 2022

16. **Provisional commencement date of the contract**

11 May 2022

17. **Period of implementation of tasks**

*The period for the implementation of this task is set at thirty (30) days from the date of signature of the last party to the provisional acceptance of contract notice.*

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## SELECTION AND AWARD CRITERIA

18. **Selection criteria**

The following selection criteria will be applied to candidates. In the case of applications submitted by a consortium, these selection criteria will be applied to the consortium as a whole if not specified otherwise. The selection criteria will not be applied to natural persons and single-member companies when they are sub-contractors.

The selection criteria for each tenderer are as follows:

- 1) **Economic and financial capacity** (based on item 3 of the service application form, on item 3 of supply tender form). In case of candidate being a public body, equivalent information should be provided. The reference period which will be taken into account will be the last three years for which accounts have been closed.
  - The turnover for the last year of the tenderer for which accounts have been closed must be at least 50% of the bid.
  - Current ratio (current assets/current liabilities) in the last year for which accounts have been closed must be at least 1. In case of a consortium this criterion must be fulfilled by each member.
  - Reference criterion:
    - Attach copies of relevant pages of audited accounts for the last year for which accounts have been closed.
- 2) **Professional capacity** (based on items 4 and 5 of the application form for service contracts and on items 4 and 5 of the tender form for supply contracts). The reference period which will be taken into account will be the last three years preceding the submission deadline.
  - Has a professional certificate appropriate to this contract, such as submission deadline.
- 3) **Technical capacity** (based on items 5 and 6 of the application form for service contracts and on items 5 and 6 of the tender form for supply contracts). The reference period which will be taken into account will be the last three years from submission deadline.

The candidate must have provided supplies at least 2 contracts each with a budget of at least 50% of this contract in value in supply of servers which was implemented at any moment during the reference period: 3 years

Reference criterion

Copies of relevant pages of the signed Contracts, or purchase orders for contracts indicated above; or acceptance letters from clients, or statement or certificate from the entity which awarded the contract, proof of payment

Capacity-providing entities

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. If the economic operator relies on other entities 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 by producing a commitment by 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 relying on them and must comply with the selection criteria for which the economic operator relies on them. Furthermore, the data for this third entity for the relevant selection criterion should be included in a separate document. Proof of the capacity will also have to be provided when requested by the contracting authority.

With regard to technical and professional criteria, an economic operator may only rely on the capacities of other entities where the latter will perform the tasks for which these capacities are required.

With regard to economic and financial criteria, the entities upon whose capacity the economic operator relies, become jointly and severally liable for the performance of the contract.

## 19. Award criteria

Price.

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## APPLICATION AND TENDERING

## 20. How to obtain the tender dossier

The TED E-Tendering platform at the Internet address provided in the Contract Notice under section I.3) Communication

The tender dossier is also available from the Contracting Authority at the address below:

- **Official name: The Permanent Secretary**
- **Ministry of Foreign Affairs and International Trade**  
**Postal address: P.O. Box CY4240**  
**Town: Harare**  
**E-mail: mofaitenders@gmail.com**  
**Internet address: www.zimfa.gov.zw**

**Attention:** Deputy Director- Procurement Management Unit

Tenders must be submitted using the standard tender form included in the tender dossier, whose format and instructions must be strictly observed.

Any request for additional information must be made in writing through the Contracting Authority at least 13 days before the deadline for submission of tenders given in item **‘Deadline for submission of applications or tenders’**. Responses will be issued to all tenderers at the latest 15 days before the submission deadline and it is the tenderer’s responsibility to check for updates and modifications during the submission period.

## 21. Tender opening session

28 April 2022, at the Ministry of Foreign Affairs and International Trade Basement Floor, Munhumutapa Building.

## 22. N/A

## 23. How applications may be submitted

Applications must be submitted in English exclusively to the contracting authority in a sealed envelope.

- 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, to:

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- **Official name: The Permanent Secretary**
- **Ministry of Foreign Affairs and International Trade**  
**Postal address: P.O. Box CY4240**  
**Town: Harare**

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- OR hand delivered by the participant in person or by an agent directly to the premises of the contracting authority in return for a signed and dated receipt, in which case the evidence shall be constituted by this acknowledgement of receipt, to:

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- **Official name: The Permanent Secretary**
- **Ministry of Foreign Affairs and International Trade**  
**Physical address: Munhumutapa Building, Corner Samora Machel and Sam Nujoma**

- **Basement Floor, Reception Area**  
**Town: Harare**

*Attention: Deputy Director, Procurement Management Unit*

*Tenders should be submitted between 0900 Hours to 1500 Hours during working hours.*

The contract title and publication reference (see contract notice) must be clearly marked on the envelope containing the application and must always be mentioned in all subsequent correspondence with the contracting authority.

Applications submitted by any other means will not be considered.

By submitting an application candidates accept 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 application form.

#### **24. Deadline for submission of applications**

*The candidate's attention is drawn to the fact that there are two different systems for sending applications: one is by post or private mail service, the other is by hand delivery.*

*In the first case, the application must be sent before the date and time limit for submission, as evidenced by the postmark or deposit slip<sup>1</sup>, but in the second case it is the acknowledgment of receipt given at the time of the delivery of the application that will serve as proof.*

*The deadline for submission of applications can be found in the Contract Notice under IV.2.2.*

*Any application sent to the contracting authority after this deadline will not be considered.*

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

#### **25. Clarifications on the contract notice**

Any request for additional information must be made in writing through the Contracting Authority at the latest 15 days before the deadline for submission of applications stated at section **IV.2.2) of the contract notice**.

Clarifications will be made in writing at the latest 5 days before the deadline for the submission of applications and the applicants' responsibility to check for updates and modifications during the submission period.

#### **26. Alteration or withdrawal of applications**

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

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

#### **27. Language of the procedure**

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

#### **28. Legal basis<sup>2</sup>**

Annex IV to the Partnership Agreement between the members of the African, Caribbean and Pacific Group of States of the one part, and the European Community and its Member States, of the other part, signed in Cotonou on 23 June 2000 as amended in Luxembourg on 25 June 2005 and in Ouagadougou on 22 June 2010. Reference is made to Annex IV as revised by Decision 1/2014 of the ACP-EU Council of Ministers of 20 June 2014.

#### **29. Additional information**

Financial data to be provided by the candidate in the standard application form or the tenderer in the tender form must be expressed in USD \$. If applicable, where a candidate refers to amounts originally expressed in a different currency, the conversion to EUR shall be made in accordance with the InforEuro exchange rate of, which can be found at the following address: <http://ec.europa.eu/budget/graphs/inforeuro.html>

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<sup>1</sup>It is recommended to use registered mail in case the postmark would not be readable.

<sup>2</sup> Please state any specificity that might have an impact on rules on participation (such as geographic or thematic or long/short term).

## LETTER OF INVITATION TO LOCAL OPEN TENDER



### Ministry of Foreign Affairs and International Trade

Place: Munhumutapa Building

Date: 14 March 2022

Our ref: ZIM/CHNDU/EU/TFP/AIR CONDITIONING/10/21

**Subject: Invitation to tender for supply, installation, testing and commissioning of air conditioners, at Chirundu Border Post Zimbabwe.**

Dear Madam/Sir,

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

- A. Instructions to tenderers
- B. Draft contract and special conditions, including annexes
  - Draft contract
  - Special conditions
  - Annex I: general conditions
  - Annex II + III: technical specifications + technical offer (to be tailored to the specific project)
  - Annex IV: budget breakdown (model financial offer)
  - Annex V: forms
- C. Further information
  - Administrative compliance grid
  - Evaluation grid
- D. Tender form for a supply contract

Annex 1 - Declaration of honour on exclusion and selection criteria Form a.14

For full information about procurement procedures please consult the practical guide and its annexes, which can be downloaded from the following web page: <http://ec.europa.eu/europeaid/prag/document.do>

We look forward to receiving your tender [and the accompanying tender guarantee] which has to be sent **or hand delivered** no later than the submission deadline at the address specified in the instructions to tenderers.

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

If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Yours sincerely,

.....

**For Secretary for Foreign Affairs and International Trade**

## INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: ZIM/CHNDU/EU/TFP/AIR CONDITIONING/10/21

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>).

### GOODS TO BE SUPPLIED

1.1 The subject of the contract is: supply, installation and testing of air conditioners.

Item No.	Item Description	Total quantity	Place delivery
1	<p><b>Air conditioning unit, wall mounted split unit type</b></p> <p>The air conditioning units will be used for heating and cooling and moisture removal in the building. Features on the units include:</p> <ul style="list-style-type: none"><li>• Cooling capacity of 18 000 Btu/h</li><li>• Power input of 2 kW</li><li>• Running current of 9.8A</li><li>• Power supply: 1phase, 220-240V,50Hz</li><li>• Moisture removal of 3.8l/h</li><li>• Noise level of 43-50dB</li><li>• Approximate weight: 20kg.</li><li>• Refrigerant: R410A</li></ul>	4	Chirundu Border Post
2	<p><b>Air conditioning unit, wall mounted split unit type</b></p> <p>The air conditioning units will be used for heating and cooling and moisture removal in the building. Features on the units include:</p> <ul style="list-style-type: none"><li>• Cooling capacity of 24 000 Btu/h</li><li>• Power input of 2.2 kW</li><li>• Running current of 13A</li><li>• Power supply: 1phase, 220-240V,50Hz</li><li>• Moisture removal of 3.8l/h</li><li>• Noise level of 43-50dB</li><li>• Approximate weight: 20kg.</li><li>• Refrigerant: R410A</li></ul>	4	



### 1.1.3 CONTRACTOR'S DRAWINGS

The successful Tenderer shall have all his layout and assembly drawings approved in writing by the Engineer before work is commenced on the contract.

### 1.1.4 TYPE OF INSTALLATIONS

The air-conditioning subcontractor will carry out the following: supply, delivery, installation, testing, commissioning and provide a 12month guarantee for the items listed below of four (4) 18 000 Btu/Hr. Air Conditioning wall split units and four (4), 24 000 Btu/Hr. Air Conditioning wall split unit at Chirundu Border Post in Mashonaland West Province.

### 1.1.5 NOISE LEVEL

The noise level in the rooms shall not exceed noise rating 50dB at 1000Hz centre frequency of octave band.

### 1.1.6 FIXING TO STRUCTURES

Fixing of all brackets etc to the structure shall be by means of expansion bolts of redheads shooting will not be allowed into pre-stressed concrete.

### 1.1.7 PIPEWORK

All pipe work to be concealed and welded except where otherwise specified.

- a) All pipe work shall be installed in such a manner as to maintain maximum headroom and shall be parallel to or right-angled to adjacent walls.
- b) No section of the pipe-work insulation shall be permanently closed up or insulated until it has been tested and approved as called elsewhere in this specification.
- c) Final connection to equipment shall be flanged over 50mm diameter and made with spherical seated unions up to 50mm. Where a connection is made to equipment, the flange shall be the same as the equipment e.g. pump.

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- d) Screw fitting may be banded or pattern and shall be of the taper screw type BS21. e) All flanges shall be machined full face and welded to the pipe work as specified. Flange joints shall be made with the approved full-face joint rings and compound all bolts shall have 15mm free thread when the joint is fully made.
- f) All pipes shall remain capped during installation.
- g) All pipe work shall be installed so as to allow for expansion to eliminate undue stress to either pipe work or equipment.
- h) All pipe work going through wall beams to be sleeved.
- i) Jointing tapes/ compound to be used on all joints.

-With-in 90 days from the date of signing the contract.

1.2.1 The design specifications 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, and other instructions.

1.2.2 The supplies described under lot No 1 must be accompanied by ` additional 'lot' consisting of spare parts and/or consumables. Neither the unit price, nor the overall price of spare parts will influence the evaluation of the tenders, except where they vary substantially between the tenders received. Lists of spare parts must be drawn up by tenderers on the basis of their professional experience and the expected places of use; they must show the unit prices of the parts, calculated as specified in Article 11 (below). The contracting authority reserves the right to alter the list of spare parts; any changes will appear in the contract.

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

### Timetable

	DATE	TIME*
<b>Clarification meeting / site visit (if any)</b>	24 March 2022	1200hrs
<b>Deadline for requesting clarifications from the contracting authority</b>	01 April 2022	1000hrs
<b>Last date on which clarifications are issued by the contracting authority</b>	01 April 2022	1600hrs

<b>Deadline for submission of tenders</b>	28 April 2022	1000hrs
<b>Tender opening session</b>	28 April 2022	1030hrs
<b>Notification of award to the successful tenderer</b>	04 May 2022**	09:00*
Signature of contract	<b>11 May 2022**</b>	<b>10:30*</b>

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

### Participation

- 3.1 Tendering is open on equal terms to natural and legal persons (participating either individually or in a grouping – consortium – of tenderers) which are effectively established in one of the Member States of the European Union, an ACP State or in a country or territory authorised by the ACP-EC Partnership Agreement under which the contract is financed. Tendering is also open to international organisations.

For UK candidates or tenderers: Please be aware that following the entry into force of the EU-UK Withdrawal Agreement\* on 1 February 2020 and in particular Articles 127(6), 137 and 138, the references to natural or legal persons residing or established in a Member State of the European Union and to goods originating from an eligible country, as defined under Regulation (EU) No 236/2014\*\* and Annex IV of the ACP-EU Partnership Agreement\*\*\*, are to be understood as including natural or legal persons residing or established in, and to goods originating from, the United Kingdom \*\*\*\*. Those persons and goods are therefore eligible under this call.

\* Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community.

\*\* Regulation (EU) No 236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's instruments for financing external action.

\*\*\* Annex IV to the ACP-EU Partnership Agreement, as revised by Decision 1/2014 of the ACP-EU Council of Ministers (OJ L196/40, 3.7.2014)

\*\*\*\* including the Overseas Countries and Territories having special relations with the United Kingdom, as laid down in Part Four and Annex II of the TFEU

- 3.2 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.
- 3.3 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 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.
- 3.4 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 in accordance 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 that they are not in any of these exclusion situations. Such declarations must also be submitted by all the members of a joint venture/consortium, by any sub-contractor and by any capacity providing entities. 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. In cases of doubt over declarations, the contracting authority will request documentary evidence that subcontractors and/or capacity providing entities are not in a situation that excludes them.
- 3.5 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.

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1 See PRAG Section 2.6.10.1.3 A)

- 3.6 Subcontracting is allowed but the contractor will retain full liability towards the contracting authority for performance of the contract as a whole.

When selecting subcontractors, suppliers should give preference to natural persons, companies or firms of ACP States capable of providing the supplies required on similar terms.

#### **Origin**

- 4.1 Unless otherwise provided in the contract or below, all goods purchased under the contract must originate in a Member State of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the programme specified in clause 3.1 above. For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the relevant international agreements (notably WTO agreements), which are reflected in EU legislation on rules of origin for customs purposes: the Customs Code (Council Regulation (EEC) No 2913/92) in particular its Articles 22 to 246 thereof, and the Code's implementing provisions (Commission Regulation (EEC) No 2454/93. Goods originating in the EU include goods originating in the Overseas Countries and Territories.

All supplies under this contract must originate in one or more of the above countries.

Tenderers must provide an undertaking signed by their representative certifying compliance with this requirement. The tenderer is obliged to verify that the provided information is correct. Otherwise, the tenderer risks to be excluded because of negligently misrepresenting information. For more details, see Section 2.3.5. of the practical guide.

- 4.2 When submitting tenders, tenderers must state expressly that all the goods meet the requirements concerning origin and must state the countries of origin. They may be asked to provide additional information in this connection.

#### **Type of contract**

unit-price

#### **Currency**

Tenders must be presented in US\$

#### **Lots**

This tender procedure is divided into lots. No, the tender is not divided into lots

#### **Period of validity**

- 8.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.
- 8.2 In exceptional cases and prior to the expiry of the original tender validity period, the contracting authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated. 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.

#### **Language of tenders**

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

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

#### **Submission of tenders**

- 10.1 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:

##### **The Secretary**

**Ministry of Foreign Affairs and International Trade**

**Procurement Management Unit**

**Reception Area**

**Basement Floor**

**Munhumutapa Building**

## Corner Sam Nujoma and Samora Machel

Harare

Zimbabwe

Tenders must comply with the following conditions:

- 1.2 All tenders must be submitted in one original, marked 'original', and 3 copies signed in the same way as the original and marked 'copy'.
- 10.3 All tenders must be submitted to: **The Procurement Management Unit, Ministry of Foreign Affairs and International Trade, Basement Floor, Munhumutapa Building, Harare, Zimbabwe.**
  - (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
  - (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.
  - (c) tenders must be submitted in hard copies

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.

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

- a) the above address;
- b) the reference code of this tender procedure, (i.e. ZIM/CHNDU/EU/TFP/AIR CONDITIONING /10/21
- 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.

### 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:

The technical offer should be presented as per template (Annex II+III\*, Contractor's technical offer) adding separate sheets for details if necessary.

#### Part 2: Financial offer:

- A financial offer calculated on a DDP basis for the supplies tendered.

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

#### Part 3: Documentation:

To be supplied using the templates attached\*:

- The original, signed tender guarantee, of 5% of the bid value
- The "Tender form for a supply contract", together with its Annex 1 "Declaration of honour on exclusion criteria and selection criteria", both 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 – document c4o1\_fif\_en) (tenderers that have already signed another contract with the European Commission, may provide their financial identification form number instead of the financial identification form, or a copy of the financial identification form provided on that occasion, if no change has occurred in the meantime.)

- The legal entity file (document c4o2\_levind\_en) and the supporting documents (tenderers that have already signed another contract with the European Commission, may provide their legal entity number instead of the legal entity sheet and supporting documents, or a copy of the legal entity sheet provided on that occasion, if no change in legal status has occurred in the meantime).

To be supplied in free-text format:

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

Remarks:

Tenderers are requested to follow this order of presentation.

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

### **Taxes and other charges**

The applicable tax and customs arrangements are the following:

General provisions regarding tax and customs arrangements are attached to the tender dossier.

### **Additional information before the deadline for submission of tenders**

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

Tenderers may submit questions in writing to the following address up to 15 days before the deadline for submission of tenders, specifying the **publication reference and the contract title**:

[mofaittenders@gmail.com](mailto:mofaittenders@gmail.com)

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

Any clarification of the tender dossier will be published on TED eTendering accessible from the F&T portal at <https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/home> and Amandala 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.

### **Clarification meeting / site visit**

- 14.1 No clarification meeting / site visit planned. Visits by individual prospective tenderers during the tender period cannot be organised.

### **Alteration or withdrawal of tenders**

- 15.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 10.1. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.
- 15.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 10. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.
- 15.3 No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 10.1 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

### **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.

### **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.

### **Joint venture or consortium**

- 18.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the contracting authority.
- 18.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the contracting authority in accordance with point 11 of these instructions to tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required under Article 3.5 as if it, itself, were the tenderer.

### **Opening of tenders**

- 19.1 The purpose of the opening session is to check whether the tenders are complete, whether the requisite tender guarantees have been provided, whether the required documents have been properly included and whether the tenders are generally in order.
- 19.2 The tenders will be opened in public session on 28 April, 2022 at the Ministry of Foreign Affairs and International Trade, Basement Floor, Munhumutapa Building, Corner Samora Machel and Sam Nujoma, Harare, Zimbabwe at 1030hrs by the appointed committee. The committee will draw up minutes of the meeting, which will be available on request.
- In the case that at the date of the opening session some tenders have not been delivered to the contracting authority but their representatives can show evidence that it has been sent on time, the contracting authority will allow them to participate in the first opening session and inform all representatives of the tenderers that a second opening session will be organised.
- 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 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the contracting authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.
- 19.6 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the contracting authority. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

### **Evaluation of tenders**

- 20.1 Examination of the administrative conformity of tenders

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

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

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

- 20.2 Technical evaluation

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

The minimum qualifications required (see selection criteria in the additional information about the contract notice) are to be evaluated at the start of this stage.

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

- 20.3 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or

permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 20.4. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

#### 20.4 Financial evaluation

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

#### 20.5 Variant solutions

Variant solutions will not be taken into consideration.

#### 20.6 Award criteria

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

Where tenders are of equivalent economic and technical quality, preference will be given to those with the widest participation of ACP States. See further Section 2.6.9. of the practical guide.

#### **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.

#### **Signature of the contract and performance guarantee**

- 22.1 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 shall 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 US\$ 300 000, the contracting authority may, depending on its assessment of the risks, decide not to require proofs for selection criteria.

- 22.2 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 additional information about the contract notice. 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.

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

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.

- 22.4 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.
- 22.5 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.
- 22.6 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.
- 22.7 The performance guarantee referred to in the general conditions is set at 10% of the amount of the contract and must be presented in the form specified in the annex to the tender dossier. It will be released within 45 days of the issue of the final acceptance certificate by the contracting authority, except for the proportion assigned to after-sales service. For contracts of \$ 150 000 or below, on the basis of objective criteria such as the type and value of the contract, the contracting authority may decide not to require such a guarantee.

### **Tender guarantee**

The tender guarantee referred to in Article 11 above is set at 5% of the bid value and must be presented in the form specified in the annex to the tender dossier. It must remain valid for 45 days beyond the period of validity of the tender. Tender guarantees provided by tenderers who have not been selected will be returned together with the information letter that the tenderer has been unsuccessful. The tender guarantee of the successful tenderer will be released on signing of the contract, once the performance guarantee has been submitted.

### **Ethics clauses and code of conduct**

#### **24.1 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.

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

The tenderer and its staff must comply with human rights and applicable data protection rules. 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, abuse and harassment:**

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.

#### **24.3 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.

#### **24.4 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.

#### **24.5 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.

### **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.**

### **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, contact details and CVs), they will be processed<sup>1</sup> 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 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 complying with its obligations under the applicable legislative framework and under the financing agreement concluded between the EU and the Partner Country with regard to this tender procedure. Details concerning processing of your personal data are available on the privacy statement at

<http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A2>

In cases where you are processing personal data in the context of participation to a tender (e.g. CVs of both key and technical experts) and/or implementation of a contract (e.g. replacement of experts) you shall accordingly inform the data subjects of the details of the processing and communicate the above mentioned privacy statement to them.

The controller of call for tenders is the head of legal affairs unit of DG International Cooperation and Development

### **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.

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<sup>1</sup> Pursuant to Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC ('Regulation 2018/1725'), Official Journal L 205 of 21.11.2018, p. 39.

<sup>2</sup> This link will lead you to the 'privacy statement' published as annex A13 to the practical guide general annexes.

# DRAFT CONTRACT

## SUPPLY CONTRACT FOR EUROPEAN

### UNION EXTERNAL ACTIONS

No: ZIM/CHNDU/EU/TFP/AIR CONDITIONING/10/21

FINANCED FROM THE EDF

**Secretary for Foreign Affairs and International Trade**

**P O Box CY 4240 Causeway Harare**

**Munhumutapa Building**

**Corner Sam Nujoma and Samora Machel**

**Harare**

**Zimbabwe**

**Contracting Authority**

Scanner ('The contracting authority'),

of the one part,

and

<Full official name of contractor>

[<Legal status/title>]<sup>1</sup>

[<Official registration number>]<sup>2</sup>

<Full official address>

[<VAT number>]<sup>3</sup>, ('the contractor')

of the other part, have

agreed as follows:

**PROJECT: Zimbabwe Chirundu Border Upgrading Project**

**CONTRACT TITLE: AIR CONDITIONING**

**Identification number: ZIM/CHNDU/EU/TFP/AIR CONDITIONING/10/21**

#### **Article 1 Subject**

1.1 The subject of the contract shall be the supply, delivery and installation of the following supplies:

Air conditioners

The place of acceptance of the supplies shall be the Ministry of Foreign Affairs and International Trade, the time limits for delivery shall be 30 days and the Incoterm applicable shall be DDP<sup>4</sup>. The implementation period of tasks shall run from the date of signature of the last party to the date of provisional acceptance.

1.2 The contractor shall comply strictly with the terms of the special conditions and the technical annex.

1.3 The supplies which form the supply and delivery of IT equipment in two lots must be accompanied by the spare parts described by the contractor in its tender] [and by the accessories and other items necessary for using the goods, as specified in the instructions to tenderers.

#### **Article 2 Origin**

<sup>1</sup> Where the contracting party is an individual.

<sup>2</sup> Where applicable. For individuals, mention their ID card or passport or equivalent document – number.

<sup>3</sup> Except where the contracting party is not VAT registered.

<sup>4</sup> DDP (Delivered Duty Paid)- Incoterms 2020 International Chamber of Commerce -

<http://www.iccwbo.org/incoterms/>

The rules of origin of the goods are defined in Article 10 of the special conditions.

A certificate of origin for the goods must be provided by the contractor at the latest when it requests provisional acceptance of the goods. Failure to comply with this condition may result in the termination of the contract and/or suspension of payment.

**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 \$ USD

3.2 Payments shall be made in accordance with the general and/or special conditions (Articles 26 to 28).

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

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

- the contract agreement;
- the special conditions
- the general conditions (Annex I);
- the technical specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
- the technical offer (Annex III including clarifications from the tenderer provided during tender evaluation);
- the budget breakdown (Annex IV);
- specified forms and other relevant documents (Annex V);

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

**Article 5 Other specific conditions applying to the contract**

For the purpose of Article 44 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission:

(a) the controller for the processing of personal data carried out within the Commission is

[For DG DEVCO the head of legal affairs unit of DG International Cooperation and Development.

(b) the data protection notice is available at <http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>.

The following conditions to the contract shall apply:

Done in English in one original being for the contracting authority, one original being for the European Commission and 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**

- 4.1 All correspondences should be addressed to the Contracting Authority on the following address:

**The Secretary**

**Ministry of Foreign Affairs and International Trade**

**Procurement Management Unit**

**Reception Area**

**Basement Floor**

**Munhumutapa Building**

**Corner Sam Nujoma and Samora Machel**

**Harare**

**Zimbabwe**

**Attention: Deputy Director, Procurement Management Unit**

- 4.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 18 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

#### **Article 6 Subcontracting**

- 6.3 When selecting subcontractors the contractor must give preference to natural persons or companies from ACP States capable of implementing the tasks required on similar terms.

#### **Article 7 Supply of documents**

Operational Manuals in English should be provided

#### **Article 8 Assistance with local regulations**

Ministry of Foreign Affairs and International Trade will guide on specific regulations.

#### **Article 9 General obligations**

- 9.9 The contractor shall ensure that the goods are clearly identified and feature prominently the EU Flag. The obligation towards visibility must comply with the rules lay down in the communication and Visibility Manual for EU External Actions published on the website of DG International Cooperation and Development

[https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions\\_en](https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en).

#### **Article 10 Origin**

- 10.1 All goods purchased must originate from an eligible source country as defined in <insert relevant instrument financing the project/programme>. For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable.

**Goods originating in the EU includes goods originating in the Overseas Countries and Territories.**

**Article 11 Performance guarantee**

11.1 The amount of the performance guarantee shall be 5% of the total contract price, including any amounts stipulated in addenda to the contract.

**Article 12 Liabilities and insurance**

12.2(b), paragraph 2 The contractor shall ensure that all the goods are insured up to the point of delivery and installation (at the point of acceptance). The Incoterm applicable shall be DDP

- **DDP - Delivered Duty Paid:** Incoterm which imposes on the seller maximum obligations vis-à-vis transportation and loss risks and damage associated with the goods:  
*'the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination. The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities.'*<sup>1</sup>The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

**Article 13 Programme of implementation of tasks**

13.2 The supplies must be delivered within 30 calendar days of signing of the contract by the contractor.

**Article 14 Contractor's drawings**

14.1 All operational manuals must be provided by the contractor

**Article 15 Sufficiency of tender prices**

15.1 N/A

**Article 16 Tax and customs arrangements**

16.1 The terms of delivery of the goods shall be DDP (Delivery Duty Paid)

**Article 17 Patents and licences**

17.1 N/A

**Article 18 Commencement order**

18.1 The startdate for the implementation shall be the date of signature of the last party.

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

19.1 The period of implementation of the contract is set at 30 calendar days from the date of signature of the last party.

**Article 24 Quality of supplies**

24.2 Supplies must conform to the technical specifications specified. A certificate of Provisional Acceptance issued by the Contracting Authority is required.

**Article 25 Inspection and testing**

25.2 The goods will be tested in accordance with Article 25 of the general conditions and the practical arrangements for testing at the **Ministry of Foreign Affairs and International Trade, Munhumutapa Building Harare**

**Article 26 General principles for payments**

26.1 Payments shall be made in US\$  
Payments shall be authorised and made by  
**The Secretary General**  
**COMESA, Ben Bella Road**  
**P.O Box 30051**

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<sup>1</sup> See <http://www.iccwbo.org/incoterms/>

**Lusaka 10101**

**Zambia**

26.3 By derogation, the pre-financing payment shall be made within 90 days from the date on which an admissible invoice is registered by the contracting authority. The final payment to the contractor of the amounts due shall be made within 90 days following provisional acceptance of the goods, after receipt by the contracting authority of an admissible invoice.

26.5 In order to obtain payments, the contractor must forward to the authority referred to below:

**The Secretary**

**Ministry of Foreign Affairs and International Trade**

**Procurement Management Unit**

**Reception Area**

**Basement Floor**

**Munhumutapa Building**

**Corner Sam Nujoma and Samora Machel**

**Harare**

**Zimbabwe**

a) For the 40% pre-financing, the pre-financing guarantee

b) For the 60 % balance the invoice(s) in triplicate together with the request for provisional acceptance of the supplies to the contracting authority referred in 26.5.

**Article 28 Delayed payments**

28.2 By derogation from Article 28.2 of the general conditions, once the deadline laid down in Article 26.3 has expired, the contractor shall, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions. The demand must be submitted within two months of receiving late payment.

**Article 29 Delivery**

29.3 The packaging shall become the property of the recipient subject to environmental considerations.

**Article 31 Provisional acceptance**

The certificate of provisional acceptance must be issued using the template in Annex C11.

31.2. By derogation from Article 31.2, second paragraph, the contracting authority's time limit for issuing the certificate of provisional acceptance to the contractor shall not be included in the time limit for payments indicated in Article 26.3.

**Article 32 Warranty obligations**

32.7 The warranty must remain valid for a period of one year after provisional acceptance.

**Article 33 After-sales service**

33.1 The contractor shall provide or secure provision of reliable after-sales maintenance service thereafter at the place of destination guaranteeing the upkeep and repair of goods supplied.

**Article 40 Settlement of disputes**

Any dispute arising out of or relating to this contract which cannot be settled otherwise shall:

(a) in the case of a national contract, be settled in accordance with the national legislation of the state of the contracting authority; and

(b) in the case of a transnational contract, be settled either:

(i) if the parties to the contract so agree, in accordance with the national legislation of the state of the contracting authority or its established international practices; or

(ii) by arbitration in accordance with the procedural rules on conciliation and arbitration of contracts financed by the European Development Fund, adopted by Decision 3/90 of the ACP-EEC Council of Ministers of 29 March 1990 (Official Journal No L 382, 31.12.1990, Annex a12 to the practical guide)

#### **Article 44 Data protection**

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC<sup>1</sup> and as detailed in the specific privacy statement published at ePRAG.

\* \* \*

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<sup>1</sup> OJ L 205 of 21.11.2018, p. 39

**I: GENERAL CONDITIONS**

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

**Attached**



## TECHNICAL SPECIFICATIONS AND TECHNICAL OFFER

**Contract title: Supply and installation of air conditioners (CHIRUNDU BORDER POST)**

**Publication reference: ZIM/CHNDU/EU/TFP/AIR CONDITIONING/10/21**

**Columns 1-2 should be completed by the contracting authority**

**Columns 3-4 should be completed by the tenderer**

**Column 5 is reserved for the evaluation committee**

Annex III - the contractor's technical offer

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

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

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

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

Item No.	Item Description	Total quantity	Place delivery
1	<p><b>Air conditioning unit, wall mounted split unit type</b></p> <p>The air conditioning units will be used for heating and cooling and moisture removal in the building. Features on the units include:</p> <ul style="list-style-type: none"> <li>• Cooling capacity of 18 000 Btu/h</li> <li>• Power input of 2 kW</li> <li>• Running current of 9.8A</li> <li>• Power supply: 1phase, 220-240V,50Hz</li> <li>• Moisture removal of 3.8l/h</li> <li>• Noise level of 43-50dB</li> <li>• Approximate weight: 20kg.</li> </ul>	4	Chirundu Border Post

	<ul style="list-style-type: none"> <li>• Refrigerant: R410A</li> </ul>		
2	<p><b>Air conditioning unit, wall mounted split unit type</b></p> <p>The air conditioning units will be used for heating and cooling and moisture removal in the building. Features on the units include:</p> <ul style="list-style-type: none"> <li>• Cooling capacity of 24 000 Btu/h</li> <li>• Power input of 2.2 kW</li> <li>• Running current of 13A</li> <li>• Power supply: 1phase, 220-240V,50Hz</li> <li>• Moisture removal of 3.8l/h</li> <li>• Noise level of 43-50dB</li> <li>• Approximate weight: 20kg.</li> <li>• Refrigerant: R410A</li> </ul>	4	

**ANNEX IV: Budget breakdown (Model financial offer)to be tailored to the specific project**

**PUBLICATION REFERENCE: ZIM/CHNDU/EU/TFP/ AIR CONDITIONING/10/21**

**NAME OF TENDERER: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AIR CONDITIONERS**

A	B	C	D	E
ITEM NUMBER	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS WITH DELIVERY DDP MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL TRADE  USD \$	TOTAL  US\$
1				

## ANNEX V: MODEL PERFORMANCE GUARANTEE<sup>1</sup>

To be completed on paper bearing the letterhead of the financial institution

For the attention of

**The Secretary**

**Ministry of Foreign Affairs and International Trade**

**Munhumutapa Building**

**Corner Sam Nujoma and Samora Machel**

**Harare**

**Zimbabwe**

, referred to below as the 'contracting authority'

Subject: Guarantee No<insert number>

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

We the undersigned, <name and address of financial institution>, hereby irrevocably declare that we guarantee as primary obligor, and not merely as a surety on behalf of <contractor's name and address>, hereinafter referred to as 'the contractor', payment to the contracting authority of <amount of the performance guarantee>, representing the performance guarantee mentioned in Article 11 of the special conditions of the contract <contract number and title> concluded between the contractor and the contracting authority, hereinafter referred to as 'the contract'.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) stating that the contractor has failed to perform its

contractual obligations fully and properly. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall not under any circumstances benefit from the defences of the security. We shall inform you in writing as soon as payment has been made.

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

We note that the guarantee will be released within 60 days of the issue of the final acceptance certificate (except for such part as may be specified in the special conditions in respect of after sales service) and in any case at the latest on (at the expiry of 18 months after the period of implementation of the tasks)<sup>2</sup>.

Any request to pay under the terms of the guarantee must be countersigned by the head of delegation of the European Union or his designated empowered deputy as per the applicable Commission rules. In case of a temporary substitution of the contracting authority by the Commission, any request to pay will only be signed by the representative of the Commission, namely whether the head of delegation, his designated empowered deputy or the authorised person at headquarters' level.

The law applicable to this guarantee shall be that of <the country in which the financial institution issuing the guarantee is established>]. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of <the country in which the financial institution issuing the guarantee is established>].

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

Done at [*insert place*], on [*insert date*]

Signature<sup>3</sup>: [*signature*]

Signature<sup>1</sup>: [*signature*]

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<sup>1</sup> Guidance on the verification of financial guarantees can be found in chapter 9.1 of the DEVCO Companion. In indirect management, the contracting authority should seek guidance from the European Commission before accepting a financial guarantee.

<sup>2</sup> This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

<sup>3</sup> The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

Name:

*[function at the financial institution/bank]*

Name:

*[function at the financial institution/bank]*

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<sup>1</sup> The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

## **ANNEX V: PRE-FINANCING GUARANTEE FORM<sup>1</sup>**

To be completed on paper bearing the letterhead of the financial institution

For the attention of

**The Secretary  
Ministry of Foreign Affairs and International Trade  
Procurement Management Unit  
Reception Area  
Basement Floor  
Munhumutapa Building  
Corner Sam Nujoma and Samora Machel  
Harare  
Zimbabwe**

referred to below as the 'contracting authority'

Subject: Guarantee No<insert number>

Financing guarantee for the repayment of pre-financing payable under contract <contract number and title> (please quote number and title in all correspondence)

We, the undersigned, <name, and address of financial institution>, hereby irrevocably declare that we guarantee as primary obligor, and not merely as surety on behalf of <contractor's name and address>, hereinafter referred to as 'the contractor', the payment to the contracting authority of <indicate the amount of the pre-financing>, corresponding to the pre-financing as mentioned in Article 26.1 of the special conditions of the contract <contract number and title> concluded between the contractor and the contracting authority, hereinafter referred to as 'the contract'.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation or receipt) stating that the contractor has not repaid the pre-financing on request or that the contract has been terminated. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall not under any circumstances benefit from the defences of the security. We shall inform you in writing as soon as payment has been made.

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

We note that the guarantee will be released 30 days at the latest after the provisional acceptance of the goods and in any case at the latest on (at the expiry of 18 months after the period of implementation of the tasks)<sup>2</sup>.

Any request to pay under the terms of the guarantee must be countersigned by the head of delegation of the European Union or his designated empowered deputy as per the applicable Commission rules. In case of a temporary substitution of the contracting authority by the Commission, any request to pay will only be signed by the representative of the Commission, namely whether the head of delegation, his designated empowered deputy or the authorised person at headquarters' level.

The law applicable to this guarantee shall be that of <the country in which the financial institution issuing the guarantee is established>]. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of <the country in which the financial institution issuing the guarantee is established>].

The guarantee will enter into force and take effect on payment of the pre-financing to the contractor.

Done at [*insert place*], on [*insert date*]

<sup>1</sup> Guidance on the verification of financial guarantees can be found in chapter 9.1 of the DEVCO Companion. In indirect management, the contracting authority should seek guidance from the European Commission before accepting a financial guarantee.

<sup>2</sup> This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

Signature<sup>1</sup>: [signature]

Name:

[function at the financial institution/bank]

Signature<sup>2</sup>: [signature]

Name:

[function at the financial institution/bank]

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<sup>1</sup> The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

<sup>2</sup> The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

### ADMINISTRATIVE COMPLIANCE GRID

<b>Contract title :</b>	SUPPLY ,DELIVERY INSTALLATION AND COMMISSIONING OF AIR CONDITIONERS	<b>Publication reference :</b>	ZIM/CHNDU/EU/TFP/AIR CONDITIONING/10/21
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Tender envelope number	Name of tenderer	Is tenderer (consortium) nationality <sup>21</sup> eligible? (Y/N)	Is documentation complete? (Y/N)	Is language as required? (Y/N)	Is tender submission form complete? (Y/N)	Is tenderer's declaration signed (by all consortium members if a consortium)? (Yes/No/ Not Applicable)	Other administrative requirements of the tender dossier? (Yes/No/Not applicable)	Overall decision? (Accept / Reject)
1								
2								
3								
4								
5								
6								

<b>Chairperson's name</b>	
<b>Chairperson's signature</b>	
<b>Date</b>	

<sup>21</sup>If the tender has been submitted by a consortium, the nationalities of **all** the consortium members must be eligible.



## EVALUATION GRID

To be tailored to the specific project. Must be completed by the evaluation committee, Annex II+III Technical specification/Technical offer should be annexed to this grid in the case its columns 'Evaluation committee's notes' have been completed.

<b>Contract title :</b>	<b>SUPPLY , DELIVERY, INSTALLATION AND COMMISSIONING OF AIR CONDITIONERS</b>	<b>Publication reference :</b>	ZIM/CHNDU/EUTFP/AIR CONDITIONERS/10/21
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Tender envelope No	Name of tenderer	Rules of origin respected? (Y/N)	Economic & financial capacity? (OK/a/b/...)	Professional capacity? (OK/a/b/...)	Technical capacity? (OK/a/b/...)	Compliance with <sup>22</sup> technical specifications? (OK/a/b/...)	Ancillary services as required? (OK/a/b/.../NA)	Subcontracting statement in accordance with art. 6 of the general conditions? (Y/N)	Other technical requirements in tender dossier? (Yes/No/Not applicable)	Technically compliant? Y/N)	Justification/ notes:
1											
2											
3											
4											

<b>Evaluator's name &amp; signature</b>	
<b>Evaluator's name &amp; signature</b>	
<b>Evaluator's name &amp; signature</b>	
<b>Date</b>	

<sup>22</sup> The selection criteria, in the previous section of this form, have to be met before the technical requirements are assessed.

## TENDER FORM FOR A SUPPLY CONTRACT

Publication reference: ZIM/CHNDU/EU/TFP/AIR CONDITIONERS/10/21

Title of contract: Supply, installation, testing and commissioning of air conditioners at Chirundu Border Post, Zimbabwe.

**A: The Secretary**  
**Ministry of Foreign Affairs and International Trade**  
**Procurement Management Unit**  
**P.O. Box CY4240, Causeway**  
**Munhumutapa Building**  
**Corner Sam Nujoma and Samora Machel**  
**Harare**  
**Zimbabwe**

**One signed** form must be supplied 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 the performance of the contract 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 <sup>23</sup>
<b>Leader<sup>24</sup></b>		
<b>Member</b>		
<b>Etc ...</b>		

<sup>23</sup>Country in which the legal entity is registered.

<sup>24</sup> 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).

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

<b>Name</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Fax</b>	
<b>E-mail</b>	

**3 ECONOMIC AND FINANCIAL CAPACITY<sup>25</sup>**

Please complete the following table of financial data<sup>26</sup> 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.

<b>Financial data</b> Data requested in this table must be consistent with the selection criteria set in the additional information about the contract notice document	<b>2 years before last year<sup>27</sup></b> <specify> \$	<b>Year before last year</b> <specify> \$	<b>Last year</b> <specify> \$	<b>Average<sup>28</sup></b> \$	<b>[Past year</b> \$**	<b>[Current year</b> \$**
Annual turnover <sup>29</sup> , excluding this contract						
Current assets <sup>30</sup>						
Current liabilities <sup>31</sup>						

<sup>25</sup>Natural persons have to prove their capacity in accordance with the selection criteria and by the appropriate means.

<sup>26</sup> 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.

<sup>27</sup>Last year=last accounting year for which the entity's accounts have been closed.

<sup>28</sup>Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

<sup>29</sup>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.

<sup>30</sup>A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.

<sup>31</sup>A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.

[Current ratio (current assets/currentliabilities)	Not applicable	Not applicable		Not applicable	Not applicable	Not applicable ]
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#### 4 STAFF RESOURCES

Please provide the following personnel statistics for the current year and the two previous years<sup>32</sup>.

Annual manpower	Year before past year		Past year		Current year		Period average	
	Overall	Relevant fields <sup>33</sup>	Overall	Relevant fields <sup>11</sup>	Overall	Relevant fields <sup>11</sup>	Overall	Relevant fields <sup>11</sup>
Permanent staff <sup>34</sup>								
Other staff <sup>35</sup>								
Total								
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%	%	%

<sup>32</sup> 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.

<sup>33</sup>Corresponding to the relevant specialisms identified in point 5 below.

<sup>34</sup> Staff directly employed by the tenderer on a permanent basis (i.e. under indefinite contracts).

<sup>35</sup> Other staff not directly employed by the tenderer on a permanent basis (i.e. under fixed-term contracts).

## 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 ... <sup>36</sup>				

<sup>36</sup>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).

**6 EXPERIENCE**

Please complete a table using the format below to summarise the **major relevant supplies** carried out over the past 3 years<sup>37</sup> 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 (\$) <sup>38</sup>	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		
...						...		

<sup>37</sup>In the case of framework contracts (without contractual value), only specific contracts corresponding to assignments implemented under such framework contracts will be considered.

<sup>38</sup>Amounts actually paid, without the effect of inflation.

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, must submit a signed declaration using this format, together with the declaration of honour on exclusion and selection criteria (Annex 1) (insert Form a.14a). 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>  
Lot 2: <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>  
Lot 2: <insert price and currency>  
Lot 3: <insert price>
- 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 additional information about the contract notice. 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 24 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.



We confirm that we, including all consortium members, if any, and subcontractors are not in the lists of EU restrictive measures ([www.sanctionsmap.eu](http://www.sanctionsmap.eu)) and we understand that our tender may be rejected, if proved the contrary.

- 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.

[\* 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 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>.

<b>Financial data</b> Data requested in this table must be consistent with the selection criteria set in the additional information about the contract notice document	<b>2 years before last<sup>5</sup></b> <specify> \$	<b>Year before last year</b> <specify> \$	<b>Last year</b> <specify> \$	<b>Average<sup>6</sup></b> \$	<b>Past year</b> \$	<b>[Current year</b> \$
Annual turnover <sup>7</sup> , excluding this contract						
Current assets <sup>8</sup>						
Current liabilities <sup>9</sup>						
[Current ratio (current assets/currentliabilities)	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 <sup>11</sup>	Overall	Relevant fields <sup>11</sup>	Overall	Relevant fields <sup>11</sup>	Overall	Relevant fields <sup>11</sup>
Permanent staff <sup>12</sup>								
Other staff <sup>13</sup>								
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:

<Numbered list of annexes with titles>

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

Insert Form A.14a

### *Tax and customs arrangements*

#### *Article 31 from Annex IV to the Cotonou Agreement*

1. The ACP States shall apply to contracts financed by the Community tax and customs arrangements no less favourable than those applied by them to the most favoured States or international development organisations with which they have relations. For the purpose of determining the most-favoured-nation (MFN) treatment, account shall not be taken of arrangements applied by the ACP State concerned to other ACP States, or to other developing countries.
2. Subject to the above provisions the following shall apply to contracts financed by the Community:
  - (a) the contract shall not be subject in the beneficiary ACP State to stamp or registration duties or to fiscal charges having equivalent effect, whether such charges already exist or are to be instituted in the future; however, such contracts shall be registered in accordance with the laws in force in the ACP State and a fee corresponding to the service rendered may be charged for it;
  - (b) profits and/or income arising from the performance of contracts shall be taxable according to the internal fiscal arrangements of the ACP State concerned, provided that the natural or legal persons who realise such profit and/or income have a permanent place of business in that State, or that the performance of the contract takes longer than six months;
  - (c) enterprises which must import professional equipment in order to carry out works contracts shall, if they so request, benefit from the system of temporary admission as laid down by the national legislation of the beneficiary ACP State in respect of the said equipment;
  - (d) professional equipment necessary for carrying out tasks defined in a service contract shall be temporarily admitted into the beneficiary ACP State or States in accordance with its national legislation free of fiscal, import and customs duties and of other charges having equivalent effect where these duties and charges do not constitute remuneration for services rendered;
  - (e) imports under supply contracts shall be admitted into the beneficiary ACP State without customs duties, import duties, taxes or fiscal charges having equivalent effect. The contract for supplies originating in the ACP State concerned shall be concluded on the basis of the ex-works price of the supplies to which may be added such internal fiscal charges as may be applicable to those supplies in the ACP State;
  - (f) fuels, lubricants and hydrocarbon binders and, in general, all materials used in the performance of works contracts shall be deemed to have been purchased on the local market and shall be subject to fiscal rules applicable under the national legislation in force in the beneficiary ACP State; and
  - (g) personal and household effects imported for use by natural persons, other than those recruited locally, engaged in carrying out tasks defined in a service contract and members of their families, shall be exempt from customs or import duties, taxes and other fiscal charges having equivalent effect, within the limit of the national legislation in force in the beneficiary ACP State.
3. Any matter not covered by the above provisions on tax and customs arrangements shall remain subject to the national legislation of the ACP State concerned.

# TENDER GUARANTEE FORM

Specimen tender guarantee

To be completed on paper bearing the letterhead of the financial institution  
For the attention of <address of the contracting authority> referred to below as the 'contracting authority'

<Date>

**Title of contract:** <Title of contract>

**Identification number:** <Publication reference>

We, the undersigned, <name and address of financial institution>, hereby irrevocably declare that we will guarantee as primary obligor, and not merely as a surety on behalf of <tenderer's name and address> the payment to the contracting authority of <amount of the tender guarantee>, this amount representing the guarantee referred to in article 11 of the contract notice.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) if the tenderer does not fulfil all obligations stated in its tender. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall not under any circumstances benefit from the defences of the security. We shall inform you in writing as soon as payment has been made.

We note that the guarantee will be released at the latest within 45 days of the expiry of the tender validity period, including any extensions, in accordance with Article 8 of the Instructions to tenderers[and in any case at the latest on (1 year after the deadline for submission of tenders)]<sup>39</sup>.

The law applicable to this guarantee shall be that of:<the country in which the financial institution issuing the guarantee is established>]. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of <the country in which the financial institution issuing the guarantee is established>].

The guarantee will enter into force and take effect from the submission deadline of the tender.

Name: ..... Position: .....

Signature: .....

Date:

]

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<sup>39</sup> This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

**PROVISIONAL / FINAL ACCEPTANCE CERTIFICATE**

(delete not applicable)

**Contract No.:** ZIM/CHNDU/EU/TFP/AIR CONDITIONERS/10/21    **TITLE:** SUPPLY INSTALLATION, TESTING AND COMMISSIONING OF AIR CONDITIONERS

Contractor: .....

Beneficiary:.....

.....

.....

.....

.....

Item	qty	Description	Delivery	[Installation]	[Spare Parts]	[Consumables]	[(Manuals]	[Training]	Remarks
1	<...>	<.....>							
2	<...>	<.....>							
3	<...>	<.....>							
4	<...>	<.....>							

Provisional: All of the above mentioned items have been delivered, installed, tested and found compliant with the technical specifications of the supply contract. The contractor has also demonstrated that the obligations in the Communication and Visibility Manual have been complied with (Article 7.8 in the general conditions).

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

**(delete not applicable)**

Date of acceptance:.....

The contractor

Name

Signature.....

The beneficiary

Name

Signature.....

The project manager (contracting authority)

Name

Signature.....

[The European Commission(in case of indirect management with ex-ante control if the European Commission makes payments under the contract)

Name

Signature.....]

**PROVISIONAL / FINAL ACCEPTANCE CERTIFICATE**

(delete not applicable)

**Contract No** ZIM/CHNDU/EU/TFP/ AIR CONDITIONERS /10/21 **TITLE: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AIR CONDITIOERS**

Contractor: .....

Beneficiary:.....

.....

.....

.....

.....

Item	qty	Description	Delivery	[Installation]	[Spare Parts]	[Consumables]	[(Manuals]	[Training]	Remarks
1	<...>	<.....>							
2	<...>	<.....>							
3	<...>	<.....>							
4	<...>	<.....>							



Provisional: All of the above mentioned items have been delivered, installed, tested and found compliant with the technical specifications of the supply contract. The contractor has also demonstrated that the obligations in the Communication and Visibility Manual have been complied with (Article 7.8 in the general conditions).

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

**(delete not applicable)**

Date of acceptance:.....

The contractor

Name

Signature.....

The beneficiary

Name

Signature.....

The project manager (contracting authority)

Name

Signature.....

[The European Commission(in case of indirect management with ex-ante control if the European Commission makes payments under the contract)

Name

Signature.....]

## **FORMS**

1. FINANCIAL IDENTIFICATION
2. LEGAL ENTITY – NATURAL PERSON
3. LEGAL ENTITY - PRIVATE/PUBLIC LAW BODY WITH LEGAL FORM
4. LEGAL ENTITY – PUBLIC LAW BODY