

**MINISTRY OF DEVOLUTION AND PLANNING**

**STATE DEPARTMENT OF PLANNING AND STATISTICS**

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**KERIO VALLEY DEVELOPMENT AUTHORITY (KVDA)**

**CAPACITY BUILDING AND SUPPLY TO THE SIGOR WEI-WEI INTEGRATED DEVELOPMENT PROJECT (SIWWIP-04)**

**TENDER DOSSIER**

**ELDORET (KE), NOVEMBER 2017**

**CAPACITY BUILDING AND SUPPLY TO THE SIGOR WEI-WEI INTEGRATED DEVELOPMENT PROJECT**

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**(service contract)**

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**CAPACITY BUILDING AND SUPPLY TO THE SIGOR WEI-WEI INTEGRATED DEVELOPMENT PROJECT**

**1 - INSTRUCTIONS TO TENDERERS PUBLICATION REF.: SIWWIP-04**

**In submitting their tenders, tenderers must respect all instructions, forms, Terms of reference, 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 may lead to the rejection of the tender. No account can be taken of any reservation in the tender as regards the tender dossier; any reservation may result in the immediate rejection of the tender without further evaluation.**

**These Instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the provisions of the Practical Guide to contract procedures for EU external actions, which is applicable to the present call (available on the Internet at this address:** [***http://ec.europa.eu/europeaid/work/procedures/indexen.htm***](http://ec.europa.eu/europeaid/work/procedures/indexen.htm))**) and as acknowledged by the Government of Italy (D.Lgs. 163/2006 and subsequent modifications).**

1. **Service to be provided**

The services required by the Contracting Authority are described in the Terms of Reference. These are contained in Annex II of the draft contract.

1. **Timetable**

|  |  |  |
| --- | --- | --- |
|  | **DATE** | **TIME\*** |
| **Site visit/Clarification meeting** | 5 Dec, 2017 | 9.00 a.m. |
| **Deadline for request for any clarifications from the Contracting Authority** | 2 Jan, 2018  (At least 21 days  before deadline) |  |
| **Last date on which clarifications are issued by the Contracting Authority** | 12 Jan, 2018  (At least 11 days  before deadline) |  |
| **Deadline for submission of tenders** | **23 Jan, 2018** | **12,00 noon** |
| **Tender opening session** | 23 Jan, 2018 | 12.30 noon |
| **Notification of award to the successful tenderer** | 22 Apr, 2018  (At most 90 days after  deadline) |  |
| **Contract signature** | 21 Jul, 2018  (At most 150 days  after deadline) |  |

(\*) All times are in the time zone of the country of the Contracting Authority

3. **Participation** – **Subcontracting** – “Avvalimento” – “Cooptazione” – **Origin**

3.1 Participation in tendering is open to Italian firms, on equal terms to natural and legal

persons (participating either individually or in a grouping/joint venture/consortium of tenderers), as well as in art. 8 of Procurement Notice.

**Eligibility**

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Natural or legal persons are not entitled to participate in competitive tendering if:

1. they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities or are in any analogous situation arising from a similar procedure provided for in the national legislation or regulations;
2. they are the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in the national legislation or regulations;
3. they have been convicted of an offence concerning professional conduct by a judgement which has the force of res judicata (i.e., against which no appeal is possible);
4. they are guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;
5. they have not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country where they are established;
6. they have not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country where they are established;
7. they are guilty of serious misrepresentation in supplying the information required by the contracting authorities as a condition of participation in a tender procedure or contract;
8. they have been declared to be in serious breach of contract for failure to comply with obligations in connection with another contract with the same Contracting Authority or another contract financed with Italian Agency for Development Cooperation (IADC)fund, European Union's fund;
9. they are in one of the situations allowing exclusion referred to in the ethics clauses   
   (paragraph below) in connection with the tender or contract.
10. They are in the conditions as referred to in the Italian legislative Decree 8.8.1994, n. 490 (“Antimafia”). Italian tenderers must provide the self-declaration of “certification antimafia”, in accordance with D.P.R. 445/2000 and D.Lgs 159/2011 even for each partner in association/joint venture.

**Ethics clauses**

Contracting Authority policies on anti-personnel mines & child labour:

* Contracting Authority requires that a Contractor guarantees that he is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any component produced primarily for the operation thereof, and that the contractor represents and warrants that neither he, nor any of its vendors are engaged in any practice inconsistent with the rights set forth in the UN convention on the rights of the child.
* Any attempt by a candidate or bidder 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 candidacy or tender and may result in administrative penalties.
* Without the Contracting Authority's prior written authorisation, the Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
* When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no particular link with other tenderers or parties involved in the project. Should such a situation arise during performance of the contract, the Contractor must immediately inform the Contracting Authority.

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* The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.
* For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary country.
* The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the contracting authority.
* The contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.
* The contract shall govern the contracting parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
* The Contractor shall refrain from any relationship likely to compromise its independence or that of his staff. If the contractor ceases to be independent, the Contracting Authority may, for any injury suffered by him, terminate the contract without further notice and without the Contractor having any claim to compensation.
* The Contracting Authority reserves the right to suspend or cancel the contract if 'corrupt practices' are discovered at any stage of the award process or during the implementation of the contract itself. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.

**Tenderers must provide a statement to the effect that they are not in any of the exclusion situations, including the acceptance of the Ethics Clauses.**

**This statement must cover all partners in a joint venture/consortium and all suppliers to tenderers.**

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

3.3 These requirement detailed in sub clause 3.1 and 3.2 applies to all members of a joint venture/consortium, and all suppliers to tenderers.

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

3.5 The exclusion situation referred to in subclause 3.4 applies to all members of a joint venture/consortium, all suppliers to tenderers.

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3.6 Subcontracting is not allowed. The “avvalimento” and the “co-optazione” regulations are

not allowed in this contract, by the Contracting Authority.

3.7 All goods and services purchased must have Italian origin. The company awarded the

contract may purchase in the Republic of Kenya or in other developing countries, services and supplies up to a maximum of 15% of the contract. 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 (Council Regulation EEC n. 2913/92 and Commission Regulation EEC n. 2454/93).

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

**4. Content of tenders**

The tender and 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. All correspondence relating to payments, including invoices and interim and final payment certificates, must also be sent to the Contracting Authority in English. Documentation that is not in English language must be submitted with, in attached, English language translation.

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

The tender must comprise of an Administrative compliance, a Technical offer and a Financial offer and these must be submitted in separate envelopes (see clause 8). Each Administrative compliance, Technical offer and Financial offer must contain one original, clearly marked **"Original"**, and 3 copies, each marked "**Copy**". Failure to respect the requirements in clauses 4.1, 4.2, 4.3 may result in the rejection of the tender.

Tenderers are reminded that the maximum budget available for this contract, as stated in the procurement notice, is **EUR 2.800.000,00.** Outbidding of maximum available budget will not be taken into consideration. Payments under this contract will be made in euro, as specified by the selected tenderer in its Tender submission form.

Exemption of taxes

The Contract shall be exempt from all duties and taxes, including VAT.

4.1 **Administrative Compliance**

**Envelope A**: Administrative compliance consisting of:

1. Tender submission form [Annex VIIc) form];
2. Tender Guarantee form (amounting 2% of the maximum available budget Euro **2.800.000,00**) in the form provided [Annex VIb) form];
3. Power of attorney [Annex VId form];
4. A duly signed Self-declaration, stating that the Tenderer is not in any of the foreseen situation appointed in “Grounds of exclusion” - Annex VIId) form and acceptance of “Ethics clauses” which in clause 3;
5. Experience and Capacity of the Company:

a) A Company profile description showing the experience, the organization and the structure;

1. A list of works services consistent to the present Tender, carried out in the last 3 years; enterprises that have been established for less than three years may prove their economic and financial standing with any document which the contracting authority may deem appropriate. In the same period of last 3 years, carried out at least n.1 service of Capacity Building in the agro-economy sector, amounting to **Euro 2.800.000,00**;

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1. Economic and financial standing: the total turnover of the tenderers in the last three years in the same field of the bid must be at least equivalent to Euro 2.800.000,00 which is the same of the maximum budget of the contract; enterprises that have been established for less than three years may prove their economic and financial standing with any document which the contracting authority may deem appropriate;
2. Professional and technical capacity: tenderers shall provide a full record of the activities performed during the last three years; enterprises that have been established for less than three years may prove their professional and technical capacity with any document which the contracting authority may deem appropriate.
3. The Quality Control Certificate ISO 9001;
4. Copy of the last three years Balances duly certificated;
5. Italian tenderers must provide the self-declaration on “certificato antimafia” according D.P.R. 445/2000 and D.Lgs 159/2011, even for each partner in association/joint venture;
6. A description of the company;
7. All tender documents signed in each page for acceptance;
8. Each addendum, signed in each page for acceptance. These may include: signed copy of each communication, and/or clarifications, and/or modifications of tender documents, etc., sent by the Contracting Authority, to bidders;
9. Bank account notification form [Annex VIa) form];
10. Chamber of Commerce certificate. 4.2 **Technical Offer**

**Envelope B:** Technical offer consisting of:

1. Organisations & Methodology Report, maximum 30 pages, A4 format. The description must demonstrate the ability of the tenderers to complete the work. It will include:

- Rationale;

- Strategy for contract implementation, training and technical assistance, including support facilities;

- Study tours and related timetable of activity;

- Log frame.

[Organization and methodology - Annex III) form].

1. Key Expert proposed and related CVs, for the execution of the contract [Annex IV) form];

4.3 **Financial Offer**

**Envelope C:** Financial offer consisting of:

An economic bid of global price budget. [Annex V forms].

1. **Variant solutions**

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

**6. Period during which tenders are binding**

Tenderers are bound by their tenders for 180 days after the deadline for the submission of tenders.

In exceptional circumstances the Contracting Authority may request that tenderers extend the validity of tenders for a specific period, which may not exceed 60 days.

The successful tenderer must maintain its tender for a further 60 days from the date of notification of award.

1. **Additional information before the deadline for submission of tenders**

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

Name: **Eng. Paul K. Serem**

Address **Kerio Valley Development Authority**

KVDA Plaza, Oloo street (Eldoret Kenya) Tel / Fax +254 532063361 /2

E-mail [info@kvda.go.ke](mailto:info@kvda.go.ke)

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

Any prospective tenderers seeking to arrange individual meetings with the Contracting Authority and/or the government of the beneficiary country and/or the European Commission concerning this contract during the tender period may be excluded from the tender procedure.

The Contracting Authority must reply to all tenderers' questions at up to date in timetable before the deadline for receipt of tenders.

All questions and requests of clarifications, will be published on web-site of Contracting Authority.

No information meeting about additional information is foreseen.

A **site visit and clarification meeting** will be held. Date and time see timetable in clause 2, at **Kerio Valley Development Authority,** KVDA Plaza, Oloo street - **Eldoret (Kenya)**. The tender is obliged to attendance for the date of site visit/clarification meeting as in timetable. The prospective tenderer must write to the above address in advance to confirm its intention to participate in the site visit. Additional information or clarifications on the tender dossier will not be given at the site visit, but will be done by the Contracting Authority as indicated above. All costs of visiting the site must be met by the tenderers.

Visits by individual prospective tenderers during the tender period cannot be organised. **Modifications to tender documents:**

- The Contracting Authority may amend the tender documents by publishing modifications up to date in timetable before the deadline for submission of tenders.

- All modifications on tender documents will be published on web-site of Contracting Authority.

- The Contracting Authority may, as necessary extend the deadline for submission of tenders to give tenderers sufficient time to take modifications into account when

preparing their tenders. Contracting Authority, extending deadline, should duly motivate and should publish new deadline.

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**8. Submission of tenders**

Tenders must be submitted before the deadline, as specified in above point 2 (timetable).

They must include the requested documents in clause 4 above and be submitted:

hand delivered (including courier services) directly to the Contracting Authority in return for a signed and dated receipt to:

Name: **Managing Director**

Address **Kerio Valley Development Authority**

KVDA Plaza, Oloo street (Eldoret Kenya) Tel / Fax +254 532063361 /2

E-mail [info@kvda.go.ke](mailto:info@kvda.go.ke)

Tenders must comply with the following conditions:

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

Administrative compliance, technical offer and economic offer, including annexes and any accompanying documents, must be placed in three separate sealed envelopes named:

Envelope A Administrative Compliance;

Envelope B Technical Offer; Envelope C Financial Offer.

These three envelops must be submitted in a single main duly sealed envelope bearing only:

1. the above address;
2. the ref. code of this tender procedure: **SIWWIP-04**
3. the sentence, written in the language of tender dossier: “**Not to be opened before the tender-opening session”**.
4. the name of the tenderer.

The original and three copies of the Administrative Compliance must be placed in sealed separate envelopes all into Envelope A Administrative Compliance;

The original and the three copies of the technical offer must be placed in sealed separate envelopes all into Envelope B Technical Offer;

The original and the three copies of the financial offer must be placed in sealed separate envelopes all into Envelope C Financial Offer.

**Any infringement of these rules (eg, unsealed envelopes or references to price in the technical offer or in administrative compliance) will be considered a breach of the rules, and will lead to rejection of the tender.**

**All tenders received after the deadline for submission specified in the procurement notice or these instructions, will be received by the Contracting Authority. The tenders will not be opened and they will be returned to tenderers.**

**No liability can be accepted for late delivery of tenders. Late tenders will not be evaluated.**

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The pages of the Technical and Financial offers must be numbered.

1. **Alteration or withdrawal of tenders**

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

- Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Clause 8, and the envelope must also be marked with "alteration" or "withdrawal" as appropriate.

- The withdrawal of a tender in the period between the deadline for submission and the date of expiry of the validity of the tender will result in forfeiture of the tender guarantee.

1. **Costs for preparing tenders**

No costs incurred by the tenderer in preparing and submitting the tender can be reimbursable. All such costs shall be borne by the tenderer. In particular, if proposed experts were interviewed, all cost shall be borne by the tenderer.

1. **Ownership of tenders**

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

1. **Evaluation of tenders** 12.1 **Opening of offers**

The tenders are opened and evaluated by an Evaluation Committee, appointed only after the deadline for submission, by the Contracting Authority (minimum three voting members).

The opening and examination of tenders is for the purpose of checking:

1. whether the tenders are complete;
2. whether the documents have been properly signed;
3. whether the tenders are generally in order;
4. whether the requisite tender guarantee have been furnished.

Tenders will be opened in public session on date specified in point 19 of the Procurement Notice by the committee appointed for the purpose.

The Evaluation Committee will draw up minutes of the meeting, which will be available on request.

At the tender opening must be announced:

1. the tenderers-names;
2. written notifications of modification and withdrawal, and other information as the Contracting Authority may consider appropriate.

After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the

award of the contract can be disclosed, until after the contract has been awarded.

Any attempt by a tenderer:

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- 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 his tender.

All tenders received after the deadline for submission specified in the procurement notice or these instructions, will be received by the Contracting Authority. The tenders will not be opened and they will be returned to the tenderers*.*

The opening of envelopes A, B and C are public.

Evaluation of technical offer (envelope B) in private session.

At the public sessions of Committee may attend the bidder or his regular authorized representative.

**After the evaluation of Committee, the Contracting Authority and successful tenderer (i.e. parties), only after “no-objection” from IADC, can sign the contract.**

**This tender procedure requires 3 (three) eligible tenders submitted.**

**The tender procedure is valid even if less than three tenders are submitted according to the provisions contained in art. 8 of *Instructions to tenderers* and, of course, before the deadline*.***

**Even when less than three tenders are submitted, they must be administratively, technically and economically compliant, according to the evaluation Committee and must obtain the “no-objection”, from IADC. Furthermore, in this case, the financial offer must obtain the adequacy approve by Contracting Authority.**

12.2 **Evaluation of tender**

The Contracting Authority reserves the right to ask a tenderer to clarify any part of this offer that the evaluation committee may consider necessary for the evaluation of the offer. Such requests and the responses to them must be made in writing. They may in no circumstances alter or try to change the price or content of the tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders.

The Contracting Authority reserves the right to check information submitted by the tenderer if the evaluation committee considers it necessary.

Failure to respect the requirements in clause 4. and may result in the rejection of the tender.

**I)-Examination of the administrative conformity of tenders**

The aim at this stage is to check that tenders are 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 them, or giving restrictions to them. Substantial deviations or restrictions are those:

- which would affect the scope, quality or implementation of the contract; - differ widely from the terms of the tender dossier;

- limited the rights of the Contracting Authority or the tenderer's obligations under the contract;

- distorts competition for tenderers whose tenders do comply.

The Committee will verify the correctness of all tenders documents.

Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

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If a tender does not comply with the tender dossier, it may be rejected immediately and may not subsequently be made to comply correction through, or through withdrawing the deviation or restriction.

**II)-Technical evaluation**

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

To facilitate the examination, evaluation and comparison of tenders, the Evaluation Committee may ask each tenderer individually for clarification of his tender. The request for clarification and the response must be in writing only, but no change in the 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. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

The quality of each technical offer will be evaluated in accordance with the award criteria and the associated weighting as detailed in the evaluation grid in Annex VII-b) of this tender dossier. No other award criteria will be used. The award criteria will be examined in accordance with the requirements as indicated in the Terms of Reference.

The evaluation of the technical offers will follow the procedures set out in Section 3.3.10 of the Practical Guide to contract procedures for EU external actions (available from the Internet at [*http://ec.europa.eu/europeaid/work/procedures/index*](http://ec.europa.eu/europeaid/work/procedures/index) *en.htm)*.

The Committee then examines the technical offers, the financial offers remaining sealed. When evaluating technical offers, each member awards each offer a score out of a maximum 100 points in accordance with the technical evaluation grid (setting out the technical criteria, sub-criteria and weightings) laid down in this tender dossier (see Annex VIIb).

Under no circumstances may the Committee or its members change the technical evaluation grid communicated to the tenderers in the tender dossier.

Each voting member of the Committee completes an evaluation grid (see Annex VIIb) to record his/her assessment of each technical offer in order to establish a general appreciation of strengths and weaknesses of the individual technical offers.

On completion of the technical evaluation, the points awarded by each member are compared at the Committee's session. Besides the numerical score, a member must explain the reasons for his/her choice and defend his/her scores before the Committee.

The Committee discusses each technical offer and each member awards it a final score. The Committee members may modify their individual evaluation grids as a result of the general discussion on the merits of each offer.

Once discussed, each Evaluation Committee member finalizes his/her evaluation grid on each of the technical offers and signs it before handing it over to the Secretary of the Evaluation Committee. The Secretary must then compile a summary of the comments of the Committee members as part of the Evaluation Report.

In the case of major discrepancies, a full justification has to be provided by dissenting members during a meeting of the Evaluation Committee.

The Secretary calculates the aggregate final score of each tenderer, which is the arithmetical average of the individual final scores of each member of Committee.

Once the Committee has established each technical offer's average score (the mathematical average of the final scores awarded by each voting member), any tender falling short of the 80-point threshold is automatically rejected. If no tender achieves 80 points or more, the tender procedure will be cancelled.

Out of the tenders reaching the 80-point threshold, the best technical offer is awarded 100 points.

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The others receive points calculated using the following formula:

**Technical score = (final score of the technical offer in question/final score of the   
best technical offer)x100.**

**III)-Economic evaluation**

Upon completion of the technical evaluation, the envelopes containing the financial offers (see Annex V) for tenders which were not eliminated during the technical evaluation will be opened (i.e. those which have achieved an average score of 80 points or more). Tenders exceeding the maximum budget available for the contract will be eliminated;

1. Tenders found to be technically compliant shall be checked for any arithmetical errors in computation and summation. Errors will be corrected by the Evaluation Committee as follows:

where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;

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

The tender with the lowest budget receives 100 points. The others are awarded points by means of the following formula:

**Financial score = (the lowest budget/budget of the tender being considered)x100.**

**IV) Tender Anomaly**

All tenderers that have abatement percentage higher than 20% of arithmetic mean of all tenders abatements, excluding by the arithmetic mean all tenders on the rise, will be evaluated on the following criteria: a) before rejecting abnormally low tender the Committee shall request written details regarding, to verify the data, and considering explanations received; b) The Committee will consider the evidence concerning the economy of the method of work or technical solutions chosen or the exceptionally favourable conditions available to the tenderer to provide the service.

Committee will evaluate the tenders and will decide if include or not the tender anomalous tenderer.

12.3 **Choice of tenderer and criteria for award**

The Evaluation Committee will select the tenderer who has submitted the best value for

money which is established by weighing technical quality against price on an **80/20** base.

This is done by the sum of factor A and factor B. Factors A and B are obtained by multiplying:

A = the scores awarded to the technical offers by 0,80

B = the scores awarded to the financial offers by 0,20.

**Final score (for each tenderer) = A + B.**

12.4 **Confidentiality**

The entire evaluation procedure is confidential, subject to the Contracting Authority legislation on access to documents. The Evaluation Committee's decisions are collective and its deliberations are held in private session. The members of the Evaluation Committee are bound to secrecy.

**13. Notification and signature of contract(s)**

13.1 **Notification of award**

After choice of tenderer as in point 12.3 the Contracting Authority will send all tender documentations, to IADC, through Italian Embassy in Kenya, for the “no-objection”.

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The Contracting Authority, will communicate in public session, the definitive awarding of the Contract, after receiving the “no-objection‟.

Documentary evidence required from the successful tenderer:

Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the documentary proof or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is established, to show that it does not fall into any of the exclusion situations listed in section 2.3.3 of the Practical Guide to contract procedures for EU external actions. This evidence or these documents or statements must carry a date, which cannot be more than 1 year before the date of submission of the tender. In addition, a statement shall be furnished stating that the situations described in these documents have not changed since then. The above mentioned documents must be submitted for the tenderer and every member of a joint venture/consortium.

In case of doubt on this declaration of honour, the Contracting Authority shall request documentary evidence that they are not in a situation of exclusion.

Furthermore evidence of the financial and economic capacity as well as the technical and professional capacity according to the selection criteria specified in subsection 4 above will be requested.

If the successful tenderer fails to provide the documentary evidence of the financial and economic standing and the technical and professional capacity within 20 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 next best tenderer.

After the contract has been signed and the performance guarantee has been provided by the successful tenderer, (10% of the amount of the Contract and must be presented in the form specified in Annex VIc). The Contracting Authority will promptly notify the other tenderers that their tenders have not been successful and release their tender guarantees.

13.2 **Signature of the contract(s)**

13.2.1 Within 30 days of receipt of the contract already signed by the Contracting

Authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee to the Contracting Authority. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force (as in below 13.2.4).

13.2.2 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. Failure of the selected tenderer to comply with this requirement may constitute grounds for the annulment of the decision to award the contract. In such a case, the Contracting Authority may award the tender to second best tenderer.

13.2.3 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 Annex VIc) of the tender dossier.

13.2.4 The contract shall enter into force after the allocation by Cassa Depositi e Prestiti (CDeP) in the credit line. Such allocation shall take place according with the following procedure:

The contract signed between the Contracting Authority and the selected Company will be sent, through the official channels to IADC. After having verified the compliance of the contract with the tender documentation, IADC will send to CDeP the authorization for the allocation and financing of contract (see article 7 of special conditions).

SIGOR-Capacity Building Program: 1 – Instructions to tenderer Page 13 of 13

13.2.5 The corresponding contract award notice will be published by Contracting Authority.

1. **Cancellation of the tender procedure**

In the event of cancellation of the tender procedure, tenderers will be notified of the cancellation by the Contracting Authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the unopened and sealed envelopes will be returned to the tenderers.

Cancellation may occur where:

- the tender procedure has been unsuccessful, ie, no qualitatively or financially worthwhile tender has been received or there is no valid response at all;

- the economic or technical data of the project have been fundamentally altered;

- exceptional circumstances or force majeure render normal performance of the project impossible;

- all technically compliant tenders exceed the financial resources available;

- there have been irregularities in the procedure, in particular where these have prevented fair competition;

- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

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

1. **Appeals and disputes**

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint to the Contracting Authority or to the Kenyan courts.

Contract execution shall be governed by the law of Contracting Authority, disputes arising between the contractors and the Contracting Authority shall be submitted to the jurisdiction of the Kenyan courts.

**CAPACITY BUILDING AND SUPPLY TO THE SIGOR WEI-WEI DEVELOPMENT SCHEME**

**FINANCED FROM:** ITALIAN GOVERNMENT –Italian Agency for Development Cooperation

**KERIO VALLEY DEVELOPMENT AUTHORITY (KVDA)**

**(“the Contracting Authority”) on behalf of   
Ministry of Environment, Water and Natural Resources, beneficiary**

**DRAFT CONTRACT**

Address **Kerio Valley Development Authority**

KVDA Plaza, Oloo street (Eldoret Kenya) Tel / Fax +254 532063361 /2

E-mail [info@kvda.go.ke](mailto:info@kvda.go.ke)

of the one part,

and

<Full official Name of the Consultant> <Legal status/title>1

<Official registration number>2 <Full official address>

<VAT number>3, (“the Consultant”)

of the other part,

have agreed as follows:

**SPECIAL CONDITIONS**

**(1) Subject**

**CAPACITY BUILDING AND SUPPLY TO THE SIGOR WEI-WEI DEVELOPMENT SCHEME**

Identification number SIGOR **SIWWIP-04**

1Where the contracting party is an individual.

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

3 Except where the contracting party is not VAT registered.

1. **Structure of the contract**

SIGOR-Capacity Building Program: 2 - Special Conditions Page 2 of 4

The Contractor will carry out the services on the terms and conditions set out in this contract, which comprises, in order of precedence, these special conditions ("Special Conditions") and the following annexes:

Annex I: General Conditions for service contracts;

Annex II: Terms of reference;

Annex III: Organisation and methodology;

Annex IV: Key experts;

Annex V: Budget;

Annexes VI: Relevant documents;

Annexes VII: Forms

In case of any contradiction between the above documents, their provisions shall be applied according to the above order of precedence.

1. **Contract value**

This contract, established in: Euro, is a **global price contract**. The contract value is: Euro \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.\_\_ ,exempted Kenyan taxes.

1. **Commencement date and bans**

The contract shall take effect after the allocation by Cassa Depositi e Prestiti (CDeP). This contract must not be assigned to other parties, otherwise it will be null/cancelled.

**(5) Period of implementation**

The period of implementation of the tasks identified in Annexes II & III is 36 (thirtysix) months from the Commencement date.

1. **Reporting**

The Consultant shall submit progress reports as specified in the Terms of reference.

1. **Payments and bank account**

The payments shall be done after the coming into force of the contract .

The contract shall enter into force after the allocation by Cassa Depositi e Prestiti (CDeP) in the credit line. Such allocation shall take place according with the following procedure.

The contract signed between the Contracting Authority and the selected Company will be sent, through the official channels to IADC. After having verified the compliance of the contract with the tender documentation, IADC will send to CDeP the authorization for the allocation and financing of contract.

The payments will be made according to the following schedule:

7.1-For the sub-component of Salaries for International/local Experts-see Item 1 of Annex 5.2

1. Pre-financing payment of thirty (30%) percent of the sub-component value, against the submission of a demand guarantee, as per art. 30 and the form specified in Annex VIe) of the tender dossier; and a communication of the Consultant concerning the actual mobilization of the Team.
2. Month 12-36. Payments of 15% each every 6 months, for a total amount equal to 60% of the contract value (i.e. payments on months 18th, 24th, 30th and 36th). Each request of payment has to be approved by the Contracting Authority.
3. Final balance of 10% (ten percent) after emission and approval of Final Report, from Contracting Authority.

SIGOR-Capacity Building Programm: 2 - Special conditions Page 3 of 4

7.2-For the sub-component of Supply of Machinery and Equipment -see Item 2 of Annex 5.2

1. Pre-financing payment of thirty (30%) percent of the sub-component value, against the submission of a demand guarantee, as per art. 30 and the form specified in Annex VIe of the tender dossier;
2. Sixty per cent (60%) of the sub-component value shall be paid upon arrival on site of all machinery and equipment, after the Provisional Acceptance Tests of the equipment approved from the Contracting Authority;
3. Final balance of 10% (ten percent) after emission and approval of Final Report, from Contracting Authority.

SIGOR-Capacity Building Programm: 2 - Special conditions Page 3 of 4

7.3-For the sub-component of Training and Credit-see Item 3 of Annex 5.2

The fixed sums included in the Detailed Breakdown of Prices should be considered as Provisional Sum, and thus can only be executed by administrative order of the Project Manager in accordance with the terms of the contract.

Payments schedule have to be agreed with Contracting Authority.

In particular payments will be made in Euro by Cassa Depositi e Prestiti to the Company, after having received from the same Company the request of disbursement including the original contractual documentation (Progress Works, invoices, receipts, statements..) and having verified its conformity to the contract (the request of disbursement shall be sent in copy to the Borrower by Cassa Depositi e Prestiti). The payment shall be done by Cassa Depositi e Prestiti within 30 days starting from the sending date of the above request of disbursement.

Payments to third parties are not allowed.

1. **Contact addresses**

Any written communication relating to this Contract between the Contracting Authority and the Consultant must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand to the addresses identified in accordance with Articles 5.3 and 7.8 of the General Conditions.

1. **Law and language of the contract**

9.1 The law of country of the Contracting Authority shall govern all matters not covered by the contract.

9.2 The language of the contract and of all written communications between the Consultant and the Contracting Authority shall be English.

1. **Subcontract and Assignment of contract**

10.1 Subcontract is not allowed.

10.2 Assignment of contract is not allowed.

**(11) Modification of contracts**

11.1 Modification of Service Contracts and Supply Contract shall be effective upon IADC prior authorization, which may only be granted in the following cases:

11.2 Modifications of applicable laws and regulations;

11.3 Unforeseen and unforeseeable circumstances, including the implementation of new materials, components or technology not existing when the award procedure was commenced, provided that the modifications ameliorate the quality of the performance, without increasing the contract total amount;

11.4 Events related to the nature or the quality of the goods or places where the contract activities take place, which occur during the contract execution and were unforeseeable when the contract was made;

11.5 Unless otherwise provided, the above-mentioned modifications may not increase or reduce the total contract amount beyond 20%;

11.6 Modifications, which, in the interest of the contracting authority, increase or reduce the total contract amount, necessary to improve the quality and performance of the project are allowed up to 5%, provided that the funding is available and no substantial modification is made; the modifications shall be only due to objective reasons, unforeseeable when the contract was made;

11.7 Contractors may not refuse the above-mentioned modifications; such modifications shall be excluded at the same contractual conditions;

11.8 Contractors shall execute any non-substantial modification that the contracting authority may see fit, provided that the nature of the activity is not fundamentally altered and no additional costs are imposed.

1. **Dispute settlement**

Disputes arising between the contractors and the Contracting Authority shall be submitted to the jurisdiction of the Kenyan courts.

1. **Other specific conditions applying to the contract** The General Conditions are supplemented by the following:

**After the award the parties (Contracting Authority and successful tenderer) would sign** contract only after IADC “no objection” **.**

**By derogation from General Conditions.**

**Done in English in three originals, one original being for the Contracting Authority, one original being for the Italian Government (IADC), and one original being for the Consultant.**

**For the Consultant For the Contracting Authority**

Name: Name:

Title: Title:

Signature: Signature:

Date: Date:

SIGOR-Capacity Building Programm: 2 - Special Conditions Page 4 of 4

**CAPACITY BUILDING AND SUPPLY TO THE SIGOR WEI-WEI DEVELOPMENT SCHEME**

**DRAFT CONTRACT**

**ANNEX I:**

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**GENERAL CONDITIONS FOR SERVICE CONTRACTS FOR EXTERNAL ACTIONS   
FINANCED BY ITALIAN GOVERNMENT**

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**PRELIMINARY PROVISIONS**

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**ARTICLE 1. DEFINITIONS**

1.1. The headings and titles in these General Conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the Contract.

1.2. Where the context so permits words importing the singular shall be deemed to include the plural and vice versa and words importing the masculine shall be deemed to include the feminine and vice versa.

1.3. The word “country” shall be deemed to include State or Territory.

1.4. Words importing persons or parties shall include firms and companies and any organization having legal capacity.

1.5. The definitions of the terms used throughout this General Conditions are laid down in the "Glossary of terms", annex A1 to the Practical Guide to contract procedures for EU external actions, which forms an integral part of this contract.

**ARTICLE 2. NOTICES AND WRITTEN COMMUNICATIONS**

2.1 Whenever there is a deadline for the receipt of a written communication, the sender should ask for an acknowledgement of receipt of its communication. In any event, the sender shall take all the necessary measures to ensure timely receipt of the communication

2.2 Any notice, consent, approval, certificate or decision by any person required under the contract shall be in writing, unless otherwise specified, and shall not be unreasonably withheld or delayed.

2.3 Any oral instructions or orders shall be confirmed in writing.

**ARTICLE 3. ASSIGNMENT**

3.1 An assignment is any agreement by which the Consultant transfers its contract or part thereof to a third party.

3.2 The Consultant shall not, without the prior written consent of the Contracting Authority, assign the contract or any part thereof, or any benefit or interest hereunder.

3.3 The approval of an assignment by the Contracting Authority shall not relieve the Consultant of its obligations for the part of the contract already performed or the part not assigned.

3.4 Assignees must satisfy the eligibility criteria applicable to the award of the contract and they cannot be in any of the situations excluding them from participating in contracts which are listed in Section 2.3.3 of the Practical Guide to contract procedure for EU external actions.

**ARTICLE 4. SUBCONTRACTING**

4.1 Any agreement by which the Consultant entrusts performance of a part of the services to a third party is considered to be a sub-contract. For this purpose, individual experts recruited for the project as key or non-key experts are not regarded as subcontractors. The conditions for subcontracting are specified in the Special Conditions.

4.2 The Consultant must seek the prior written authorization of the Contracting Authority before entering into a subcontract. This authorization will be based on the services to be subcontracted and the identity of the intended sub-contractor. The Contracting Authority shall, with due regard to the provisions of Article 2.2, within 30 days of receipt of the notification, notify the Consultant of its decision, stating reasons, should it withhold such authorization.

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4.3 No subcontract can create contractual relations between any subcontractor and the Contracting Authority.

4.4 The Consultant shall be responsible for the acts, defaults and negligence of its subcontractors and their experts, agents or employees, as if they were the acts, defaults or negligence of the Consultant, its experts, agents or employees. The approval by the Contracting Authority of the sub-contracting of any part of the contract or of the engagement by the Consultant of subcontractors to perform any part of the services shall not relieve the Consultant of any of its obligations under the contract.

4.5 If a subcontractor is found by the Contracting Authority or the Project Manager to be incompetent in discharging its duties, the Contracting Authority or the Project Manager may request the Consultant forthwith, either to provide a subcontractor with qualifications and experience acceptable to the Contracting Authority as a replacement, or to resume the implementation of the tasks itself.

4.6 Subcontractors must satisfy the eligibility criteria applicable to the award of the contract and they cannot be in any of the situations excluding them from participating in contracts which are listed in Section 2.3.3 of the Practical Guide to contract procedure for EU external actions.

4.7 Those services entrusted to a subcontractor by the Consultant cannot be entrusted to third parties by the sub-contractor, unless otherwise agreed by the Contracting Authority.

4.8 Any change of subcontractor without the prior written consent of the Contracting Authority shall be considered to be a breach of contract under Article 34 and 36.

**OBLIGATIONS OF THE CONTRACTING AUTHORITY**

**ARTICLE 5. SUPPLY OF INFORMATION**

5.1 The Contracting Authority shall supply the Consultant promptly with any information and/or documentation at its disposal which may be relevant to the performance of the contract. Such documents shall be returned to the Contracting Authority at the end of the period of implementation of the tasks.

5.2 The Contracting Authority shall as far as possible co-operate with the Consultant to provide information that the latter may reasonably request in order to perform the contract.

5.3 The Contracting Authority shall give written notification to the Consultant of the name and address of the Project Manager.

**ARTICLE 6. ASSISTANCE WITH LOCAL REGULATIONS**

6.1 The Consultant may request the assistance of the Contracting Authority of the beneficiary country to obtain copies of laws, regulations, and information on local customs, orders or bylaws of the country in which the services are to be performed, which may affect the Consultant in the performance of its obligations under the contract. The Contracting Authority may charge the Consultant for such assistance, which would be provided at the Consultant's own expense.

6.2 Subject to the provisions of the laws and regulations on foreign labour in the country in which the services are to be performed, the Contracting Authority of the beneficiary country shall make every effort to facilitate the procurement by the Consultant of all required visas and

permits, including work and residence permits, for the personnel whose services the Consultant and the Contracting Authority consider necessary as well as residence permits for their families.

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6.3 The Contracting Authority shall issue to its employees, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective performance of the services.

**OBLIGATIONS OF THE CONSULTANT**

**ARTICLE 7. GENERAL OBLIGATIONS**

7.1 For matters not governed by the contract, the Consultant shall respect and abide by all laws and regulations in force in the beneficiary country and shall ensure that its personnel, their dependants, and its local employees also respect and abide by all such laws and regulations. The Consultant shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Consultant, its employees and their dependants of such laws and regulations.

7.2 The Consultant shall perform the services under the contract with due care, efficiency and diligence, in accordance with the best professional practice.

7.3 The Consultant shall comply with administrative orders given by the Project Manager. Where the Consultant considers that the requirements of an administrative order go beyond the authority of the Project Manager or of the scope of the contract, it shall, on pain of being time barred, notify the Project Manager, explaining its opinion, within 30 days after receipt thereof. Execution of the administrative order shall not be suspended because of this notice.

7.4 The Consultant shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any particulars of the contract without the prior consent in writing of the Contracting Authority or the Project Manager after consultation with the Contracting Authority. If any disagreement arises as to the necessity for any publication or disclosure for the purpose of the contract, the decision of the Contracting Authority shall be final.

7.5 If the Consultant is a consortium of two or more persons, all such persons shall be jointly and severally bound to fulfill the terms of the contract. The person designated by the consortium to act on its behalf for the purposes of this contract shall have the authority to bind the consortium.

7.6 Any alteration of the composition of the consortium without the prior written consent of the Contracting Authority shall be considered to be a breach of contract.

7.7 Unless otherwise requested or agreed by the IADC./E.U., the Consultant shall take the necessary steps to ensure that the financial contribution of the IADC./E.U. is given adequate publicity. These steps must follow the rules applicable in the Communication and Visibility Manual for EU External Actions defined and published by the IADC./E.U.

7.8 The Consultant shall give written notification to the Contracting Authority of the name and address of its contact, bank account and auditor(s) for the Contract. The Consultant must use the form in Annex VI a) for notification of its bank account. The Contracting Authority shall have the right to oppose the Consultant's choice of bank account or auditor.

**ARTICLE 8. CODE OF CONDUCT**

8.1 The Consultant shall at all times act loyally and impartially and as a faithful adviser to the Contracting Authority in accordance with the rules and/or code of conduct of its profession as

well as with appropriate discretion. It shall, in particular, refrain from making any public statements concerning the project or the services without the prior approval of the Contracting Authority, and from engaging in any activity which conflicts with its obligations towards the Contracting Authority under the contract. It shall not commit the Contracting Authority in any way whatsoever without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.

SIGOR-Capacity Building Programm: Annex I - General Conditions Page **6** of **24**

8.2 For the period of execution of the contract, the Consultant and its personnel shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the beneficiary country.

8.3 If the Consultant or any of its sub-contractors, personnel, agents or servants offers to give or agrees to offer or to give or gives to any person, any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any act in relation to the contract or any other contract with the Contracting Authority, or for showing favour or disfavour to any person in relation to the contract or any other contract with the Contracting Authority, then the Contracting Authority may terminate the contract, without prejudice to any accrued rights of the Consultant under the contract.

8.4 The payments to the Consultant under the contract shall constitute the only income or benefit it may derive in connection with the contract and neither it nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under the contract.

8.5 The Consultant shall not have the benefit, whether directly or indirectly, of any royalty, gratuity or commission in respect of any patented or protected Article or process used in or for the purposes of the contract or the project, without the prior written approval of the Contracting Authority.

8.6 The Consultant and its staff shall maintain professional secrecy, for the duration of the contract and after completion thereof. In this connection, except with the prior written consent of the Contracting Authority, neither the Consultant nor the personnel employed or engaged by it shall at any time communicate to any person or entity any confidential information disclosed to them or discovered by them, or make public any information as to the recommendations formulated in the course of or as a result of the services. Furthermore, they shall not make any use prejudicial to the Contracting Authority, of information supplied to them and of the results of studies, tests and research carried out in the course and for the purpose of performing the contract.

8.7 The execution of the contract shall not give rise to unusual commercial expenses. If such unusual commercial expenses emerge, the contract will be terminated. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company.

8.8 The Consultant shall supply to the Contracting Authority on request supporting evidence regarding the conditions in which the contract is being executed. The Contracting Authority may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses.

**ARTICLE 9. CONFLICT OF INTEREST**

9.1 The Consultant shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of

interests which could arise during performance of the Contract must be notified in writing to the Contracting Authority without delay.

SIGOR-Capacity Building Programm: Annex I - General conditions Page **7** of **24**

9.2 The Contracting Authority reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The Consultant shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests. Without prejudice to Article 7, the Consultant shall replace, immediately and without compensation from the Contracting Authority, any member of its staff exposed to such a situation.

9.3 The Consultant shall refrain from any contact which would compromise its independence or that of its personnel. If the Consultant fails to maintain such independence, the Contracting Authority may, without prejudice to compensation for any damage which it may have suffered on this account, terminate the contract forthwith.

9.4 The Consultant shall after the conclusion or termination of the contract, limit its role in connection with the project to the provision of the services. Except with the written permission of the Contracting Authority, the Consultant and any other Consultant, contractor or supplier with whom the Consultant is associated or affiliated shall be disqualified from the execution of works, supplies or other services for the project in any capacity, including tendering for any part of the project.

9.5 Civil servants and other agents of the public administration of the beneficiary country, regardless of their administrative situation, shall not be recruited as experts in contracts financed by the IADC in the beneficiary country unless the prior written approval has been granted by the European Commission.

9.6 The Consultant and anyone working under its authority to control in the performance of the contract or on any other activity shall be excluded from access to IADC./E.U. financing available under the same project unless they can prove to the Contracting Authority that the involvement in previous stages of the project does not constitute unfair competition.

**ARTICLE 10. ADMINISTRATIVE AND FINANCIAL PENALTIES**

10.1 Without prejudice to the application of penalties laid down in the contract, if the Consultant as been guilty of making false declarations, has made substantial errors or committed irregularities and fraud, or has been found in serious breach of its contractual obligations the Consultant may be excluded from all contracts and grants financed by the IADC./E.U. for a maximum of five years from the time when the infringement is established, to be confirmed after an adversarial procedure with the Consultant The Consultant may justify its arguments against the penalty within 30 days of notification of it by recorded delivery or equivalent. In the absence of a reaction for its part or of the written withdrawal of the penalty by IADC/E.U. within 30 days of the above-mentioned arguments, the decision imposing the penalty will become binding. The period of exclusion may be extended to ten years in the event of a repeat offence within five years of the first infringement.

10.2 Consultants who have been found to have seriously failed to meet their contractual obligations, other than foreseen in Article 19, shall also be subject to financial penalties representing 2-10% of the total value of the Contract. This rate may be increased to 4-20% in the event of a repeat offence within five years of the first infringement.

10.3 Where, after the award of the contract, the award procedure or the performance of the contract prove to have been subject to substantial errors, irregularities or fraud, and where this is attributable to the Consultant, the Contracting Authority may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with this Consultant, in proportion to the seriousness of the errors, irregularities or fraud.

**ARTICLE 11. SPECIFICATIONS AND DESIGNS**

SIGOR-Capacity Building Program: Annex I - General conditions Page **8** of **24**

11.1 The Consultant shall prepare all specifications and designs using accepted and generally recognized systems acceptable to the Contracting Authority and taking into account the latest design criteria.

11.2 The Consultant shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for the project are prepared on an impartial basis so as to promote competitive tendering.

**ARTICLE 12. INDEMNIFICATION**

12.1 At its own expense, the Consultant shall indemnify, protect and defend, the Contracting Authority, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Consultant in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trade marks and other forms of intellectual property such as copyrights.

12.2 At its own expense, the Consultant shall indemnify, protect and defend the Contracting Authority, its agents and employees, from and against all actions, claims, losses or damages arising out of the Consultant's performance of the contract provided that:

1. the Consultant is notified of such actions, claims, losses or damages not later than 30 days after the Contracting Authority becomes aware of them;
2. the ceiling on the Consultant's liability to the Contracting Authority shall be limited to an amount equal to the contract value, and such ceiling shall not apply to any losses or damages caused to third parties by the Consultant or by the Consultant's willful misconduct;
3. the Consultant's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.

12.3 At its own expense, the Consultant shall, upon request of the Contracting Authority, remedy any defect in the performance of the services in the event of the Consultant's failure to perform its obligations under the contract.

12.4 The Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

1. the Contracting Authority omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Consultant, or requiring the Consultant to implement a decision or recommendation with which the Consultant disagrees or on which it expresses a serious reservation; or
2. the improper execution of the Consultant's instructions by agents, employees or independent Consultants of the Contracting Authority.

12.5 The Consultant shall remain responsible for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract.

**ARTICLE 13. MEDICAL, INSURANCE AND SECURITY ARRANGEMENTS**

13.1 The Contracting Authority may request the Consultant and/or its personnel performing the services to undergo a medical examination by a qualified medical practitioner before leaving their usual place of residence and the Consultant shall as soon as is practicable

furnish the Contracting Authority with a medical certificate indicating whether or not the experts are fit to implement the required services.

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13.2 For the period of implementation of the tasks, the Consultant shall obtain medical insurance for itself and other persons employed or contracted by it under the contract. The Contracting Authority shall be under no liability in respect of the medical expenses of the Consultant.

13.3 Within 20 days of signing the contract, the Consultant shall take out and maintain a full indemnity insurance policy for a sum up to the higher of the maximum amount foreseen by the legislation of the beneficiary country and the amount foreseen by the legislation of the country in which the Consultant has its headquarters and covering, during the period of implementation of the tasks, the following aspects:

1. the Consultant's liability in respect of sickness or industrial accident affecting its employees, including the cost of repatriation on health grounds;
2. loss of, or damage to, the Contracting Authority's equipment used to perform the contract;
3. civil liability in the event of accidents caused to third parties or to the Contracting Authority and any employee of that Authority arising out of the performance of the contract.
4. accidental death or permanent disability resulting from bodily injury incurred in connection with the contract; and

13.4 The Consultant shall also insure the personal effects of its employees, experts and their families located in the beneficiary country against loss or damage.

13.5 The Consultant shall furnish proof of the insurance policy and of regular payment of premiums without delay whenever required to do so by the Contracting Authority or the Project Manager.

13.6 The Consultant shall put in place security measures for its employees, experts and their families located in the beneficiary country commensurate with the physical danger facing them.

13.7 The Consultant will also be responsible for monitoring the level of physical risk to which its employees, experts and their families located in the beneficiary country are exposed and for keeping the Contracting Authority informed of the situation. In the event that the Contracting Authority or the Consultant shall become aware of an imminent threat of danger to the life or health of any of its employees, experts or their families, the Consultant may take immediate action to remove the individuals concerned to safety. If the Consultant takes such action, this must be communicated immediately to the Project Manager and may lead to suspension of the contract in accordance with Article 35.

**ARTICLE 14. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

14.1 All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations, databases, software and supporting records or materials acquired, compiled or prepared by the Consultant in the performance of the contract shall be the absolute property of the Contracting Authority unless otherwise specified. The Consultant shall, upon completion of the contract, deliver all such documents and data to the Contracting Authority. The Consultant may not retain copies of such documents and data and shall not use them for purposes unrelated to the contract without the prior written consent of the Contracting Authority.

14.2 The Consultant shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained from the Contracting

Authority, without the prior written consent of the Contracting Authority in accordance with Article 7.4.

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14.3 Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be the absolute property of the Contracting Authority, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where intellectual or industrial property rights already exist.

**NATURE OF THE SERVICES**

**ARTICLE 15. THE SCOPE OF THE SERVICES**

15.1 The scope of the service is specified in Annex II and Annex III.

15.2 Where the contract is for an advisory function for the benefit of the Contracting Authority and/or Project Manager in respect of all the technical aspects of the project which may arise out of its implementation, the Consultant shall not have decision-making responsibility.

15.3 Where the contract is for management of the implementation of the project, the Consultant shall assume all the duties of management inherent in supervising the implementation of a project, subject to the Project Manager's authority.

15.4 If the Consultant is required to prepare a tender dossier, the dossier shall contain all documents necessary for consulting suitable Consultants, manufacturers and suppliers, and for preparing tender procedures with a view to carrying out the works or providing the supplies or services covered by an invitation to tender. The Contracting Authority shall provide the Consultant with the information necessary for drawing up the administrative part of the tender dossier.

**ARTICLE 16. PERSONNEL AND EQUIPMENT**

16.1 The Consultant must inform the Contracting Authority of all personnel which the Consultant intends to use for the implementation of the tasks, other than the key experts whose CVs are included in Annex IV. Annex II and/or Annex III shall specify the minimum level of training, qualifications and experience of the personnel and, where appropriate, the specialization required. The Contracting Authority shall have the right to oppose the Consultant's choice of personnel.

16.2 All those working on the project with the approval of the Contracting Authority shall commence their duties on the date or within the period laid down in Annex II and/or Annex III, or, failing this, on the date or within the periods notified to the Consultant by the Contracting Authority or the Project Manager.

16.3 Save as otherwise provided in the special conditions, those working on the contract shall reside close to their place of work. Where part of the services is to be performed outside the beneficiary country, the Consultant shall keep the Project Manager informed of the names and qualifications of staff assigned to that part of the services.

16.4 The Consultant shall:

1. forward to the Project Manager within 30 days of the signature of the contract by both parties, the timetable proposed for placement of the staff;
2. inform the Project Manager of the date of arrival and departure of each member of staff;
3. submit to the Project Manager for his/her written approval a timely request for the appointment of any non-key experts.

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16.5 The Consultant shall adopt all measures necessary to provide and continue to provide its staff with the equipment and backup required to enable them to carry out their specified duties efficiently.

**ARTICLE 17. REPLACEMENT OF PERSONNEL**

17.1 The Consultant shall not make changes to the agreed personnel without the prior written approval of the Contracting Authority. The Consultant must on its own initiative propose a replacement in the following cases:

1. In the event of death, in the event of illness or in the event of accident of a member of staff;
2. If it becomes necessary to replace a member of staff for any other reasons beyond the Consultant’s control (e.g. resignation, etc.).

17.2 Moreover, in the course of performance, and on the basis of a written and justified request to which the Consultant shall provide his own and the staff member's observations, the Contracting Authority can order a replacement if it considers that a member of staff is inefficient or does not perform its duties under the contract.

17.3 Where a member of staff must be replaced, the replacement must possess at least equivalent qualifications and experience, and the remuneration to be paid to the replacement cannot exceed that received by the member of staff who has been replaced. Where the Consultant is unable to provide a replacement with equivalent qualifications and/or experience, the Contracting Authority may either decide to terminate the contract, if the proper performance of it is jeopardized, or, if it considers that this is not the case, accept the replacement, provided that the fees of the latter are renegotiated to reflect the appropriate remuneration level.

17.4 Additional costs incurred by the replacement of staff are the responsibility of the Consultant. The Contracting Authority makes no payment for the period when the expert to be replaced is absent. The replacement of any expert, whose name is listed in Annex IV of the Contract, must be proposed by the Consultant within 15 calendar days from the first day of the expert's absence. If after this period the Consultant fails to propose a replacement in accordance with Article 17.3 above, the Contracting Authority may apply liquidated damages up to 10% of the remaining fees of that expert to be replaced.

17.5 The beneficiary country may be notified of the identity of the experts proposed to be added or replaced in the contract to obtain its approval. The beneficiary country may not withhold its approval unless it submits duly substantiated and justified objections to the proposed experts in writing to the Contracting Authority within 15 days of the date of the request for approval.

**ARTICLE 18. TRAINEES**

18.1 If required in the terms of reference, the Consultant shall provide training for the period of implementation of the tasks for trainees assigned to it by the Contracting Authority under the terms of the contract.

18.2 Instruction by the Consultant of such trainees shall not confer on them the status of employees of the Consultant. However, they must comply with the Consultant's instructions, and with the provisions of Article 8, as if they were employees of the Consultant. The Consultant may on reasoned request in writing obtain the replacement of any trainee whose work or conduct is unsatisfactory.

18.3 Unless otherwise provided in the contract, remuneration for trainees and travel, accommodation and all other expenses incurred by the trainees, shall be borne by the Contracting Authority.

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18.4 The Consultant shall report at quarterly intervals to the Contracting Authority on the training assignment. Immediately prior to the end of the period of implementation of the tasks, the Consultant shall draw up a report on the result of the training and an assessment of the qualifications obtained by the trainees with a view to their future employment. The form of such reports and the procedure for presenting them shall be as laid down in the terms of reference.

**PERFORMANCE OF THE CONTRACT**

**ARTICLE 19. DELAYS IN IMPLEMENTATION OF THE TASKS**

19.1 If the Consultant does not perform the services within the period of implementation of the tasks specified in the contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of implementation of the tasks specified in the contract and the actual end of the period of implementation of the tasks.

19.2 The daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of implementation of the tasks.

19.3 If these liquidated damages exceed more than 15% of the contract value, the Contracting Authority may, after giving notice to the Consultant:

1. terminate the contract; and
2. complete the services at the Consultant's own expense.

**ARTICLE 20. AMENDMENT OF THE CONTRACT**

20.1 Substantial modifications to the contract, including modifications to the total contract amount and replacement of expert whose Curriculum Vitae is part of the contract, must be made by means of an addendum. If the request for an amendment comes from the Consultant, the latter must submit such a request to the Contracting Authority at least 30 days before the amendment is intended to enter into force, except in cases which are duly substantiated by the Consultant and accepted by the Contracting Authority. Within 30 days the Contracting Authority shall, by written notice to the Consultant and where appropriate, grant such amendment, either prospectively or retrospectively, or inform the Consultant that it is not entitled to the request for amendment. Any activity carried out by the Consultant without an amendment of the contract is made at the Consultant's own financial risk.

20.2 However, where the amendment does not affect the basic purpose of the contract and, for a fee based contract, the financial impact is limited to a transfer within the Fees or between the fees and the provision for incidental expenditures and the provision for expenditure verification considering the fact that the latter provision cannot be decreased, involving a variation of less than 15% of the original amount (or as modified by addendum) for the total fees/provisions line where the money was taken from in the Budget breakdown in Annex V, the Project Manager shall have the power to order any variation to any part of the services necessary for the proper implementation of the tasks, without changing the object or scope of the contract. Such variations may include additions, omissions, substitutions, changes in quality, quantity, specified sequence, method or timing of implementation of the services. Such variations may not include replacement of expert whose Curriculum Vitae is part of the contract.

20.3 No such order for a variation may imply any extension of the period of implementation of the tasks or, for a fee-based contract, any change in the total amount of the contract.

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20.4 Prior to any administrative order for variation, the Project Manager shall notify the Consultant of the nature and form of such variation. As soon as possible, after receiving such notice, the Consultant shall submit to the Project Manager a written proposal containing:

1. a description of the service to be performed or the measures to be taken and a program for implementation of the tasks; and
2. any necessary modifications to the program of implementation of the tasks or to any of the Consultant's obligations under the contract; and
3. For a fee-based contract, any adjustment to the contract value in accordance with the following principles:
4. where the task is of similar character and executed under similar conditions to an item priced in the budget breakdown the equivalent numbers of working days shall be valued at the fee rates contained therein;
5. where the task is not of a similar character or is not executed under similar conditions, the fee rates in the contract shall be applied to the estimated numbers of working days so far as is reasonable, failing which, a fair estimation shall be made by the Project Manager;
6. where a variation is necessitated by a default or breach of contract by the Consultant, any additional cost attributable to such variation shall be borne by the Consultant.

20.5 Following the receipt of the Consultant's proposal, the Project Manager shall decide as

soon as possible whether or not the variation shall be carried out. If the Project Manager decides that the variation shall be carried out he/she shall issue the administrative order stating that the variation shall be carried out under the conditions given in the Consultant's proposal or as modified by the Project Manager in accordance with Article 20.4.

20.6 On receipt of the administrative order requesting the variation, the Consultant shall proceed o carry out the variation and be bound by these General Conditions in so doing as if such variation were stated in the contract.

20.7 The Consultant must use the form in Annex VIa) for notifying any modification of its bank account.

20.8 This Contract can be modified only during its execution period. Any change to the contract which has not been made in the form of an administrative order or an addendum or in accordance with Article 7.8 or 20.7 shall be considered null and void.

**ARTICLE 21. WORKING HOURS**

The days and hours of work of the Consultant or the Consultant’s personnel in the beneficiary country shall be fixed on the basis of the laws, regulations and customs of the beneficiary country and the requirements of the services.

**ARTICLE 22. LEAVE ENTITLEMENT**

22.1 For a fee-based contract, the annual leave to be taken during the period of implementation of the tasks must be at a time approved by the Project Manager.

22.2 For a fee-based contract, the fee rates are deemed to take into account the annual leave of up to 2 months for the Consultant’s personnel during the period of implementation of the tasks. Consequently, days taken as annual leave shall not be considered to be working days.

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22.3 The Consultant will only be paid for the days actually worked. Any cost related to sick or casual leave will be covered by the Consultant. The Consultant shall inform the Project Manager of any impact of such leave on the period of implementation of the tasks.

**ARTICLE 23. INFORMATION**

The Consultant shall furnish the Project Manager or any person authorized by the Contracting Authority, the European Commission or the European Court of Auditors with any information relating to the services and the project as the Project Manager may at any time request.

**ARTICLE 24. RECORDS**

24.1 The Consultant shall keep full accurate and systematic records and accounts in respect of the services in such form and detail as is sufficient to establish accurately that the number of working days and the actual incidental expenditure identified in the Consultant's invoice(s) have been duly incurred for the performance of the services.

24.2 For a fee-based contract, timesheets recording the days or hours worked by the Consultant's personnel must be maintained by the Consultant. The timesheets must be approved by the Project Manager or any person authorized by the Contracting Authority or the Contracting authority itself on a monthly basis. The amounts invoiced by the Consultant must correspond to these timesheets. Time spent travelling exclusively and necessarily for the purpose of the Contract, by the most direct route, may be included in the numbers of days or hours, as appropriate, recorded in these timesheets. Travel undertaken by the expert for mobilization and demobilization as well as for leave purposes shall not be considered as working days. A minimum of 7 hours worked are deemed to be equivalent to one day worked. For all experts, their time input must be rounded to the nearest whole number of days worked for the purposes of invoicing.

24.3 Such records must be kept for a 7-year period after the final payment made under the contract. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips for the remuneration paid to the experts and invoices or receipts for incidental expenditure. Failure to maintain such records constitutes a breach of contract and may result in the termination of the contract.

24.4 The Consultant shall permit the Project Manager or any person authorized by the Contracting Authority or the Contracting Authority itself to inspect or audit, , the records and accounts relating to the services and to make copies thereof both during and after provision of the services.

**ARTICLE 25. VERIFICATION BY EU BODIES**

25.1 The Consultant will allow the European Commission, the European Anti-Fraud Office and the European Court of Auditors to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks of original documents, the implementation of the contract and conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the project. In order to carry out these verifications and audits, the Consultant shall ensure that on-the-spot accesses is available at all reasonable times, notably at the Consultant's offices, to its computer data, to its accounting data and to all the information needed to

carry out the audits, including information on individual salaries of persons involved in the project. The Consultant shall ensure that the information is readily available at the moment of the audit and, if so requested, that data be handed over in an appropriate form. These inspections may take place up to 7 years after the final payment. Furthermore, the Beneficiary will allow the European Anti-Fraud Office to carry out checks and verification on the spot in accordance with the procedures set out in the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.

25.2 To this end, the Consultant undertakes to give appropriate access to staff or agents of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to the sites and locations at which the Contract is carried out, including its information systems, as well as all documents and databases concerning the technical and financial management of the project and to take all steps to facilitate their work. Access given to agents of the European Commission, European Anti-Fraud Office and the European Court of Auditors shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents must be easily accessible and filed so as to facilitate their examination. The Consultant must inform the Contracting Authority of their precise location.

25.3 The Contractor guarantees that the rights of the European Commission, of the European Anti- Fraud Office and of the European Court of Auditors to carry out audits, checks and verification will be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to any sub-contractor or any other party benefiting from EU budget or EDF funds.

**ARTICLE 26. INTERIM AND FINAL REPORTS**

26.1 Unless otherwise provided in the Terms of Reference, the Consultant must draw up interim reports and a final report during the period of implementation of the tasks. These reports shall consist of a narrative section and a financial section. The format of such reports is as notified to the Consultant by the Project Manager during the period of implementation of the tasks.

26.2 All invoices must be accompanied by an interim or final report. All invoices for a fee-based contract must also be accompanied by an up to date financial report and an invoice for the actual costs of the expenditure verification. The structure of the interim or final financial report shall be the same as that of the contractually approved budget (Annex V). This financial report shall indicate, at a minimum, the expenditure of the reporting period, the cumulative expenditure and the balance available.

26.3 Immediately prior to the end of the period of implementation of the tasks, the Consultant shall draw up a final progress report together which must include, if appropriate, a critical study of any major problems which may have arisen during the performance of the contract.

26.4 This final progress report shall be forwarded to the Project Manager not later than 60 days after the end of the period of implementation of the tasks. Such report shall not bind the Contracting Authority.

26.5 Where the contract is performed in phases, the implementation of each phase shall give rise to the preparation of a final progress report by the Consultant.

26.6 Interim and final progress reports are covered by the provisions of Article 14.

**ARTICLE 27. APPROVAL OF REPORTS AND DOCUMENTS**

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27.1 The approval by the Contracting Authority of reports and documents drawn up and forwarded by the Consultant shall certify that they comply with the terms of the contract.

27.2 The Contracting Authority shall, within 45 days of receipt, notify the Consultant of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. For the final progress report, the time limit is extended to 60 days. If the Contracting Authority does not give any comments on the documents or reports within the time limit, the Consultant may request written acceptance of them. The documents or reports shall be deemed to have been approved by the Contracting Authority if it does not expressly inform the Consultant of any comments within 45 days of the receipt of this written request.

27.3 Where a report or document is approved by the Contracting Authority subject to amendments to be made by the Consultant, the Contracting Authority shall, prescribe a period for making the amendments requested.

27.4 Where the final progress report is not approved, the dispute settlement procedure is automatically invoked.

27.5 Where the contract is performed in phases, the implementation of each phase shall be subject to the approval, by the Contracting Authority, of the preceding phase except where the phases are carried out concurrently.

**PAYMENTS & DEBT RECOVERY**

**ARTICLE 28. EXPENDITURE VERIFICATION**

28.1 No expenditure verification report is required for global price contracts.

28.2 Before payments are made for a fee-based contract, an external auditor who meets the specific conditions of the Terms of Reference for the expenditure verification, notified by the Consultant in accordance with Article 7.8, must examine and verify the invoices and the financial reports sent by the Consultant to the Contracting Authority.

28.3 The auditor must satisfy himself that relevant, reliable and sufficient evidence exists that:

1. the experts employed by the Consultant for this contract have been working as evidenced on the contract (as corroborated by independent, third-party evidence, where available) for the number of days claimed in the Consultant's invoices and in the financial reporting spread sheet submitted with the interim progress reports;

and,

1. the amounts claimed as incidental expenditure have actually and necessarily been incurred by the Consultant in accordance with the requirements of the terms of reference of the contract.
2. On the basis of his/her verification, the auditor submits to the Consultant an expenditure verification report in accordance with the model in Annex VII.

28.4 The Consultant grants the auditor all access rights mentioned in Article 25.

28.5 The Contracting Authority reserves the right to require that the auditor be replaced if considerations which were unknown when the Contract was signed cast doubt on the auditor's independence or professional standards.

**ARTICLE 29. PAYMENT AND INTEREST ON LATE PAYMENT**

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29.1 Payments will be made in accordance with one of the two options below, as identified in Article 3 of the Special Conditions.

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Option 1: Fee-based contract

The Contracting Authority will make payments to the Consultant in the following manner:

1. A pre-financing payment, if requested by the Consultant, of an amount as requested up to the maximum specified below, within 45 days of receipt by the Contracting Authority of the Contract signed by both parties, of a request for payment and of a financial guarantee, as defined in Article 30. The pre-financing shall be of a maximum of 40 % of the total contract amount if the implementation period of the tasks is 12 months or less, 30 % of the total contract amount if the implementation period of the tasks is between 12 and 24 months, and 20 % of the total contract amount if the implementation period of the tasks is 24 months or more.
2. Six-monthly interim payments, if any, as indicated in Article 7.2 of the Special Conditions, within 45 days of the Contracting Authority approving an interim progress report and an expenditure verification report accompanied by an invoice, in accordance with Article 27. Such interim payments shall be of an amount equivalent to the costs incurred on the basis of the expenditure verification reports. When 80% of the contract amount has been paid (pre-financing and interim payments) the amounts due to the Consultant shall be deducted from the pre-financing payment until it is completely reimbursed before any additional payments will be made.
3. The invoices must be paid such that the sum of payments does not exceed 90% of the maximum contract value stated in Article 3 of the Special Conditions; the 10% being the minimum final payment.
4. The balance of the final value of the contract after verification, subject to the maximum contract value stated in Article 3 of the Special Conditions, after deduction of the amounts already paid, within 45 days of the Contracting Authority receiving an invoice accompanied by the final progress report and a final expenditure verification report subject to approval of those reports in accordance with Article 27.

Option 2: Global Price Contract

1. The Contracting Authority will make payments to the Consultant in the following manner: a pre-financing payment up to 60 % of the contract value stated in Article 7 of the Special Conditions within 45 days of receipt by the Contracting Authority of the Contract signed by both parties, and of a financial guarantee, as defined in Article 30;
2. the balance of the contract value stated in Article 3 of the Special Conditions within 45 days of the Contracting Authority receiving a final invoice accompanied by the final progress report, subject to approval of that report in accordance with Article 27

29.2 The payment deadline of 45 calendar days referred to in Article 29.1 shall expire on the date on which the Contracting Authority’s account is debited. Without prejudice to Article 36.3, the Contracting Authority may halt the countdown towards this deadline for any part of the invoiced amount disputed by the Project Manager by notifying the Consultant that part of the invoice is inadmissible, either because the amount in question is not due or because the relevant report cannot be approved and the Contracting Authority thinks it necessary to conduct further checks. In such cases, the Contracting Authority must not unreasonably withhold any undisputed part of the invoiced amount but may request clarification, alteration or additional information, which must be produced within 30 days of the request. The countdown towards the deadline will resume on the date on which a correctly formulated invoice is received by the Contracting Authority.

29.3 Once the deadline referred to above has expired, the Consultant – unless the consultant is a government department or public body in a European Union Member State - may, within two months of receipt of late payment, receive default interest:

– at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro;

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– at the rediscount rate applied by the central bank of the beneficiary country if payments are in the currency of that country, on the first day of the month in which the time-limit expired, plus seven percentage points. The interest shall be payable for the time elapsed between the expiry of the payment deadline and the date on which the Contracting Authority’s account is debited. By way of exception, when the interest calculated in accordance with this provision is lower than or equal to EUR 200, it shall be paid to the consultant only upon demand submitted within two months of receiving late payment.

29.4 Payments due from the Contracting Authority shall be made into the bank account notified by the Consultant in accordance with Article 7.8.

29.5 The Contracting Authority will make payments in euro or in the national currency, in accordance with Article 7.1 of the Special Conditions. Where payment is in euro, for the purposes of the Provision for incidental expenditure, actual expenditure shall be converted into euro at the rate published on the Infor-Euro on the first working day of the month in which the invoice is dated. Where payment is in the national currency, it shall be converted into the national currency at the rate published on the Infor-Euro on the first working day of the month in which the payment is made.

29.6 For fee-based contracts, invoices must be accompanied by copies of, or extracts from, the corresponding approved timesheets referred to in Article 24.2 to verify the amount invoiced for the time input of the experts. A minimum of 7 hours worked are deemed to be equivalent to one day worked. For all experts, their time input must be rounded to the nearest whole number of days worked for the purposes of invoicing.

29.7 Payment of the final balance shall be subject to performance by the Consultant of all its obligations relating to the implementation of all phases or parts of the services and to the approval by the Contracting Authority of the final phase or part of the services. Final payment shall be made only after the final progress report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Contracting Authority.

29.8 If any of the following events occurs and persists, the Contracting Authority may, by written notice to the Consultant, suspend in whole or in part, payments due to the Consultant under the Contract:

1. the Consultant defaults in the implementation of the tasks;
2. any other condition for which the Consultant is responsible under the contract and which, in the opinion of the Contracting Authority, interferes, or threatens to interfere, with the successful completion of the project or the contract;

29.9 All payments made by the Contracting Authority into the bank account specified in the contract will have liberating effect.

The payment obligations of the European Commission under this contract shall cease at most 18 months after the end of the period of implementation of the tasks, unless the contract is terminated in accordance with Article 36.1 of the General Conditions.

**ARTICLE 30. FINANCIAL GUARANTEE**

30.1 If the pre-financing payment stated in Article 7 of the Special Conditions exceeds EUR 150,000, or if no proof documents have been provided for the selection criteria, the Consultant must provide a financial guarantee for the full amount of the pre-financing payment. The financial guarantee, to be approved by the Contracting Authority, shall be in the format provided for in the contract and may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company, an irrevocable letter of credit or a cash deposit made with the Contracting Authority. This financial guarantee must remain valid until it is released by the Contracting Authority in accordance with Article 30.5 or Article 30.6, as appropriate. Where the contractor is a public body the obligation for a financial guarantee may be waived depending on a risk assessment made.

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30.2 The financial guarantee shall be provided on the letterhead of the financial institution using the template provided in Annex VI.

30.3 Should the financial guarantee cease to be valid and the Consultant fail to re-validate it, the Contracting Authority may either make deductions from future payments due to the Consultant under the Contract up to the total of the payments already made, or terminate the Contract if in the opinion of the Contracting Authority such deduction is impracticable.

30.4 If the contract is terminated for any reason whatsoever, the financial guarantee may be invoked forthwith in order to repay any balance still owed to the Contracting Authority by the Consultant, and the guarantor shall not delay payment or raise objection for any reason whatever.

30.5 For fee-based contracts, any existing financial guarantee shall be released when the refinancing is reimbursed in accordance with Article 29.1.

30.6 For global price contracts, the financial guarantee must remain in force until the final payment has been made.

**ARTICLE 31. RECOVERY OF DEBTS FROM THE CONSULTANT**

31.1 The Consultant shall repay any amounts paid in excess of the final amount due to the Contracting Authority before the deadline indicated in the debit note which is 45 days from the issuing of that note.

31.2 Should the Consultant fail to make repayment within the above deadline; the Contracting Authority may increase the amounts due by adding interest:

1. at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro,
2. at the rediscount rate applied by the central bank of the beneficiary country if payments are in the currency of that country, on the first day of the month in which the deadline expired, plus seven percentage points. The late-payment interest shall apply to the time which elapses between the date of the payment deadline, and the date on which the Consultant’s account is debited. Any partial payments shall cover the interest thus established.

31.3 Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Consultant. This shall not affect the right of the Consultant and the Contracting Authority to agree on repayment by instalments.

31.4 Bank charges arising from the repayment of amounts due to the Contracting Authority shall be borne entirely by the Consultant.

31.5 Where necessary the European Union may as a donor subrogate itself to the Contracting Authority.

**ARTICLE 32. REVISION OF PRICES**

Unless otherwise stipulated in the special conditions, the global price of a global price contract and the fee rates of a fee-based contract shall not be revised.

**ARTICLE 33. PAYMENT TO THIRD PARTIES**

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33.1 All orders for payments to third parties may be carried out only after an assignment made in accordance with Article 3.

33.2 Notification of beneficiaries of assignment shall be the sole responsibility of the Consultant.

33.3 In the event of a legally binding attachment of the property of the Consultant affecting payments due to it under the contract and without prejudice to the time limit laid down in Article 29, the Contracting Authority shall have 60 days, starting from the day when it receives notification of the definitive lifting of the obstacle to payment, to resume payments to the Consultant.

**BREACH OF CONTRACT, SUSPENSION AND TERMINATION**

**ARTICLE 34. BREACH OF CONTRACT**

34.1 Either party commits a breach of contract where it fails to discharge any of its obligations under the contract.

34.2 Where a breach of contract occurs, the party injured by the breach shall be entitled to the following remedies:

1. damages; and/or
2. termination of the contract. 34.3 Damages may be:
3. general damages; or
4. liquidated damages.

34.4 In any case where the Contracting Authority is entitled to damages, it may deduct such damages from any sums due to the Consultant or call on the appropriate guarantee.

34.5 The Contracting Authority shall be entitled to compensation for any damage which comes to light after the contract is completed in accordance with the law governing the contract.

**ARTICLE 35. SUSPENSION OF THE CONTRACT**

35.1 Where the award procedure or performance of the contract is vitiated by substantial errors or irregularities or by suspected or proven fraud, the Contracting Authority shall suspend payments and/or execution of the contract.

35.2 Where such errors, irregularities or fraud are attributable to the Consultant, the Contracting Authority may in addition refuse to make payments or may recover amounts already paid, in proportion to the seriousness of the errors, irregularities or fraud. The Contracting Authority may also suspend payments in cases where there are suspected or established errors, irregularities or fraud committed by the Consultant in the performance of another contract funded by the general budget of the European Union or by EDF or by IADC. which are likely to affect the performance of the present contract.

35.3 The Contracting Authority may suspend the implementation of the contract when it considers such a suspension being in the interest of the project.

**ARTICLE 36. TERMINATION BY THE CONTRACTING AUTHORITY**

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36.1 This contract shall terminate automatically if it has not given rise to any payment within a period of three years after its signature by both parties.

36.2 Termination shall be without prejudice to any other rights or powers under the contract of the Contracting Authority and the Consultant.

36.3 In addition to the grounds for termination defined in these General Conditions, the Contracting Authority may terminate the contract after giving 7 days' notice to the Consultant in any of the following cases:

1. the Consultant fails to carry out the services substantially in accordance with the contract;
2. the Consultant fails to comply within a reasonable time with the notice given by the Project Manager requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services;
3. the Consultant refuses or neglects to carry out administrative orders given by the Project Manager;
4. the Consultant assigns the contract or sub-contracts without the authorization of the Contracting Authority;
5. the Consultant becomes bankrupt or is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
6. the Consultant has been convicted of an offence concerning its professional conduct by a judgment which has the force of *res judicata*;
7. the Consultant has been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;
8. the Consultant has been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the financial interests of the IADC/EU;
9. following another procurement procedure or grant award procedure financed by the IADC/EU budget, the Consultant has been declared to be in serious breach of contract for failure to comply with its contractual obligations.
10. any organizational modification occurs involving a change in the legal personality, nature or control of the Consultant, unless such modification is recorded in an addendum to the contract;
11. any other legal disability hindering performance of the contract occurs;
12. the Consultant fails to provide the required guarantees or insurance, or the person providing the underlying guarantee or insurance is not able to abide by its commitments;
13. where after the award of the contract, the award procedure or the performance of the contract prove to have been subject to substantial errors, irregularities or fraud.

Prior to, or instead of, terminating the Contract as provided for in this Article, the Contracting Authority may suspend payments as a precautionary measure without prior notice.

36.4 The Contracting Authority may, thereafter, complete the services itself, or conclude any other contract with a third party, at the Consultant’s own expense. The Consultant's liability for delay in completion shall immediately cease when the Contracting Authority terminates

the Contracts without prejudice to any liability there under that may have already been incurred.

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36.5 Upon termination of the contract or when it has received notice thereof, the Consultant shall take immediate steps to bring the services to a close in a prompt and orderly manner and in such a way as to keep costs to a minimum.

36.6 The Project Manager shall, as soon as is possible after termination, certify the value of the services and all sums due to the Consultant as at the date of termination.

36.7 The Contracting Authority shall not be obliged to make any further payments to the Consultant until the services are completed, whereupon the Contracting Authority shall be entitled to recover from the Consultant the extra costs, if any, of completing the services, or shall pay any balance due to the Consultant.

36.8 If the Contracting Authority terminates the contract, it shall without prejudice to its other remedies under the contract, be entitled to recover from the Consultant any loss it has suffered up to the value of the services which have not been satisfactorily completed unless otherwise provided for in the Special Conditions.

36.9 The Contracting Authority may, at any time and after giving the Consultant seven days' notice, terminate the contract, in addition to what is already provided for in Article 36.3.

36.10 Where the termination is not due to an act or omission of the Consultant, force majeure or other circumstances beyond the control of the Contracting Authority, the Consultant shall be entitled to claim in addition to sums owing to it for work already performed, an indemnity for loss suffered.

**ARTICLE 37. TERMINATION BY THE CONSULTANT**

37.1 The Consultant may, after giving 14 days’ notice to the Contracting Authority, terminate the contract if the Contracting Authority:

1. fails to pay the Consultant the amounts due under any certificate of the Project Manager after the expiry of the time limit stated in Article 29; or
2. consistently fails to meet its obligations after repeated reminders; or
3. suspends the progress of the services or any part thereof for more than 90 days for reasons not specified in the contract, or not due to the Consultant's default.

37.2 Such termination shall be without prejudice to any other rights of the Contracting Authority or the Consultant acquired under the contract.

37.3 In the event of such termination, the Contracting Authority shall pay the Consultant for any loss or injury the Consultant may have suffered. Such additional payment may not be such that the total payments exceed the amount specified in Article 3 of the Special Conditions.

**ARTICLE 38. FORCE MAJEURE**

38.1 Neither party shall be considered to be in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of force majeure which arise after the date of notification of the award or the date when the contract becomes effective.

38.2 The term "force majeure", as used herein shall mean acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar unforeseeable events, beyond the

control of either party and which by the exercise of due diligence neither party is able to overcome.

38.3 The part affected by an event of force majeure shall take all reasonable measures to remove such part's inability to fulfilled its obligations hereunder with a minimum of delay.

38.4 Notwithstanding the provisions of Article 19 and Article 35, the Consultant shall not be liable for liquidated damages or termination for default if, and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. The Contracting Authority shall similarly not be liable, notwithstanding the provisions of Article 29 and Article 37, to payment of interest on delayed payments, for non-performance or for termination by the Consultant for default, if, and to the extent that, the Contracting Authority's delay or other failure to perform its obligations is the result of force majeure.

38.5 If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall notify the other party immediately giving details of the nature, the probable duration and likely effect of the circumstances. Unless otherwise directed by the Project Manager in writing, the Consultant shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations which are not prevented by the force majeure event. The Consultant shall not put into effect such alternative means unless directed so to do by the Project Manager.

38.6 For a fee-based contract, if the Consultant incurs additional costs in complying with the Project Manager's directions or using alternative means under Article 38.5 the amount thereof shall be certified by the Project Manager subject to the maximum contract value.

38.7 If circumstances of force majeure have occurred and persist for a period of 180 days then, notwithstanding any extension of the period of implementation of the tasks that the Consultant may by reason thereof have been granted, either party shall be entitled to serve upon the other30 days' notice to terminate the contract. If at the expiry of the period of 30 days the situation of force majeure persists, the contract shall be terminated and, in consequence thereof, the parties shall be released from further performance of the contract.

**ARTICLE 39. DECEASE**

39.1 If the Consultant is a natural person, the contract shall be automatically terminated if that person dies. However, the Contracting Authority shall examine any proposal made by his/her heirs or beneficiaries if they have notified their wish to continue the contract within 15 days of the date of decease. The decision of the Contracting Authority shall be notified to those concerned within 30 days of receipt of such a proposal.

39.2 If the Consultant is a group of natural persons and one or more of them die, a report shall be agreed between the parties on the progress of the services and the Contracting Authority shall decide whether to terminate or continue the contract in accordance with the undertaking given within 15 days of the date of decease by the survivors and by the heirs or beneficiaries, as the case may be. The decision of the Contracting Authority shall be notified to those concerned within 30 days of receipt of such a proposal.

39.3 Such persons shall be jointly and severally liable for the proper performance of the contract to the same extent as the Consultant. Continuation of the contract shall be subject to the rules relating to establishment of any guarantee provided for in the contract.

**SETTLEMENT OF DISPUTES**

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**ARTICLE 40. SETTLEMENT OF DISPUTES**

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40.1 The Parties shall make every effort to settle amicably any dispute relating to the contract which may arise between them.

40.2 Once a dispute has arisen, a Party shall notify the other Party in writing of the **dispute, stating its position on the dispute and any solution which it envisages, and** requesting amicable settlement. The other Party shall respond to this request for amicable settlement within 30 days, stating its position on the dispute. Unless the Parties agree otherwise, the maximum time period laid down for reaching an amicable settlement shall be 120 days from the date of the notification requesting such a procedure. Should a Party not agree to the other Party's request for amicable settlement, should a Party not respond in time to that request or should no amicable settlement be reached within the maximum time period, the amicable settlement procedure is considered to have failed.

40.3 In the absence of an amicable settlement, a Party may notify the other Party in writing requesting a settlement through conciliation by a third person. If the European Commission is not a Party to the contract, the Commission can accept to intervene as such a conciliator. The other Party shall respond to the request of conciliation within 30 days. Unless the Parties agree otherwise, the maximum time period laid down for reaching a settlement through conciliation shall be 120 days from the notification requesting such a procedure. Should a Party not agree to the other Party's request for conciliation, should a Party not respond in time to that request or should no settlement be reached within the maximum time period, the conciliation procedure is considered to have failed.

40.4 If amicable settlement procedure and, if so requested, the conciliation procedure fails, each party may refer the dispute to either the decision of a national jurisdiction or arbitration, as specified in Article 12 of the Special Conditions.

**CAPACITY BUILDING AND SUPPLY TO THE SIGOR WEI-WEI DEVELOPMENT SCHEME**

**ANNEX II:**

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# **Background Information**

### Beneficiary Country

Kenya

### Contracting Authority

Kerio Valley Development Authority (Eldoret-Kenya).

### Relevant Country Background

In the late “90s”, the Government of Kenya requested, the Government of Italy, to complete the III Phase of the Wei-Wei Irrigation scheme system, laid by Italian Cooperation in Sigor. The project is located in Pokot Central Sub County in the West Pokot County of the Republic of Kenya. The Pokot County is less endowed with water resources because of erratic seasonal rainfall patterns, high evaporation losses and low rainfall. In the upper and lower midland zones, the annual average rainfall ranges between 700mm and 1200mm. These annual rainfall averages seem high but evaporation and distribution is unfavourable throughout the county. The area has few Agro-ecological zones suitable for crop production in the highlands and lowlands.

The direct beneficiaries of the Project will be 2,000 people, equal to 325 families of Pokot farmers, who have been assigned 325 irrigated plots of 1 net hectare each (dim: 96m\*109,5m=1,0 ha net, equal to 107m\*121 m=1,29 gross area). The indirect agricultural beneficiaries are estimated to be approximately 4,000 people, while the general beneficiaries within Sigor Division are around 37,000, largely consisting of Pokot nomadic pastoralists.

The Phase III of the Wei-Wei Integrated Development Project consists of a two-part programme: i)-Civil Works and ii)- Capacity Building and Supplies, i.e.:

1. **Civil Works**: construction of infrastructure to expand and optimise the existing Irrigation Scheme and Rehabilitation and Protection of part of the Korellach Catchment Basin:

* construction of irrigation scheme for **325 ha**, as a follow-up and completion activity of the previous two phases (I° and II° Phases) ;
* improvement of the existing irrigation distribution pipeline ;
* rehabilitation and protection of part of the Korellach Catchment Basin ;
* other ancillary works.

1. **Capacity Building and Supplies** – this component consists of a multidisciplinary Technical Assistance package to improve the sustainability of the “Sigor Project” (KVDA Service Center, Wei-Wei Farmers’ Association, Wei-Wei Women’s Farmers Association and other relevant actors) and to provide appropriate machinery and materials as follows:

* training and technical assistance activities for farmers and for service providers involved in agricultural activities in Sigor.; technical assistance, including experimentation and demonstration activities, on agro-forestry, land use, reforestation and the use of water resources as well as other relevant matters;
* supply of agricultural inputs, including farm machinery, workshop tools and equipment, and irrigation equipment at the plot level (lateral steel pipes and sprinklers are not included in the construction works purposes);
* Training of KVDA personnel in areas relevant to project activities.

Present Term of Reference are referred to the part two of the program Technical Assistance and Supplies, as detailed in the following pages.

### Current state of Affairs in the relevant sector

* The initiative will complete the program of Irrigation development in the Sigor area, significantly contributing to its economic development and to improve life conditions of the local community;
* The execution of the project proposed is under the responsibility of the Kerio Valley Development Authority (KVDA) as operational counterpart;
* At the end of the project Kerio Valley Development Authority will take over the responsibility of the infrastructures constructed and their management will be entrusted to Wei Wei Farmers Association (WWFA);
* To support the operational counterpart the project foresees a capacity building component, to strengthen the capabilities of technical staff, the supply of appropriate technical instruments and rehabilitation of the site facilities;
* The Soft Loan is disbursed by the Italian Co-operation to the current rules and modalities for the concession of soft loan to Kenya.

# **Objective, purpose & Expected results**

### Overall objective

The overall objectives of the TA programme are:

* Improvement, of health, social and economic conditions for communities and population living in target areas;
* Enhance the efficiency of the running of the Kerio Valley Development Authority by enhancing training and supplying machinery while maximising all the other available opportunities other than Irrigation. These components are also deemed to make the project viable/ sustainable.

### Purpose

The purposes are:

* improve the Service Centre and to provide appropriate machinery and materials;
* Improve technical and managerial capacities of the institutions involved into the management of the built infrastructures, through Capacity Building components.

### Results to be achieved by the Consultant

* New agro-commercial initiatives to diversify cultures and promotion of agro-forestry works for erosion control, tested and adopted in the Sigor project area;
* Effective utilization of agricultural tools and machinery as well as of the irrigation scheme;
* Enhanced sustainability of existing Wei Wei Farmers Association (WWFA) and Wei Wei Women Farmers’ Association;
* Improved management and profitability of the farming activities and agricultural services in the irrigated area of Sigor;
* Agricultural and economic activities practiced by the farmers in Sigor increased and diversified.

### Project management

Responsible body:

* As mentioned the execution of the project is under the responsibility of the Kerio Valley Development Authority (KVDA) as operational counterpart, and the Consultant will work on behalf of the KVDA;
* At the end of the project Kerio Valley Development Authority will take over the responsibility of the infrastructures constructed and their management will be entrusted to Wei Wei Farmers Association (WWFA);
* Kerio Valley Development Authority the Contracting Authority, will appoint the Project Manager through a competitive process.

# **ASSUMPTIONS & RISKS**

### Assumption underlying the project intervention are that:

* the present irrigation sector reform process will continue;
* There will be continuous Managerial sustainability of the infrastructures delivered by the project;
* There will be adequate technical capability of staff related to the management of plants;
* There will be efficient maintenance of irrigation plants by the competent WWFA and Institutions.

### Risks

The risks factors are:

* Natural disasters;
* Political unrest that could slow down the process of irrigation sector reform;
* Delay in funds payments.

# **Scope of the work**

### General

In the third phase the Wei Wei farming community is expected to definitely acquire all skills and inputs necessary to become independent from the support of KVDA and the Italian counterparts and to run the Sigor agricultural complex in a sustainable way.

To this end an effort is needed to help consolidate the existing organisational and human capabilities (institutional, technical, managerial & administrative), to assure adequate management of infrastructure, farming and off-farming activities and the sustainable management of the activities.

### Specific Activities

The present program of **Capacity Building** includes:

* technical assistance by expatriate experts both resident and in short term missions;
* instruction and training of relevant local actors, including client’s technical team, Wei Wei Farmers Association (WWFA) staff, selected community members and farmers extension workers.
* Support to the development of new commercial initiatives to diversify cultures and promotion of agro-forestry works for erosion control;
* Supply of agricultural tools and machinery (production means, vehicles, farming machinery, spare parts and workshop material, offices and residential quarters) and of the TA and capacity building to assure its long term management;
* Training of KVDA personnel in areas relevant to project activities.

### Tasks

The assignment of the Consultant can be split in the followings tasks and sub-tasks.

**Task 1-Technical assistance**

Technical assistance will be provided by long term and short term expatriates by:

* Delivering assistance and “on the job” training of KVDA managers, technical staff, as well as farmers and other relevant actors;
* Support and facilitate the work of KVDA staff in assisting and strengthening the capacities of farmers and their organisations and in assuring the appropriate management of machinery and irrigation scheme.
* Providing direct support and facilitation to farmers’ organisations in establishing contacts and contracts with private entrepreneurs and companies so to allow farming and off-farming activities diversification.
* Carry out “capacity building needs assessment”, also through the consultation of relevant actors and the mobilisation of short term experts.
* Design and manage the training activities through the involvement of local trainers, agricultural extension officers and local entrepreneurs.
* Monitoring the processes related to the achievement of expected results and adopt the appropriate change in the training and assistance provision.

The international Capacity Building Team will be composed by the following experts:

1. One expatriate resident (for 36 months), acting as Team Leader, with the following duties:

* develop and maintain contacts with Kenya national and local Authorities, private institutions, KVDA, WWFA and the Sigor farming community;
* Supervise, monitor and coordinate the technical assistance and training activities, including capacity building need assessment;
* Assure the knowledge and technology transfer to relevant local actors through the training activities and assistance activities;
* Supervise the financial management of the project;
* Provide “on demand” support to KVDA and farmers’ organisations in the improvement of sustainability and functioning of farming and off-farming activities related to the “Sigor project”
* Periodically prepare analytical reports on the development of the operations.

1. Expatriate experts (for a total of 40 months), with the following duties:

* improving the institutional, financial and administrative asset of the Wei-Wei Farmers Association and other local farmers’ organisations, including Wei Wei Women Farmes’ Association ;
* exploring economic farm and off-farm activities involving KVDA and local farmers’ organisations;
* design and assist training activities for supporting KVDA managers and staff, farmers and their organisations, based on appropriate capacity needs assessments;
* assist KVDA staff and farmers’ organisations in improving their support to farmers, in providing agricultural services and in supporting adequate irrigation and land management practices;
* assist local organisation in fostering better gender equality in the management and implementation of farming activities and in the management of agricultural services and irrigation;
* promote and participate in on-farm research, in cooperation with KVDA, farmers’ organisations, and other relevant actors (including private sector);
* assist KVDA staff and farmers’ organisations in improving the use, management and maintenance of equipment and agricultural machinery (particularly through “on the job” support and training activities).

The Capacity Building Team will be completed by a local support staff engaged and managed by the Consultant: 11 local personnel (accountant, logistics, gardener, 6 guards, 2 drivers) and casual workers for the management of the base camp.

**Task 2 – Training program**

The Consultant shall organize and perform a training program with the aims to support the proper management and development of farm and off-farm activities needed for achieving the sustainability and long term functioning of the irrigation scheme in the Sigor area. Training will be provided through the mobilisation of local trainers and experts having experience in supporting farmers and farmers organisation in the Kenyan environment. Training should be based on practical and “on the job” activities and should include follow-up activities to assure the transfer of knowledge and know-how to trainees. Training will assure that capacities will be established locally to assure the continuity and extension of knowledge and know-how transfer to farmers. Training will also include basic and functional alphabetization according to emerging needs.

In particular training will aim at developing within relevant farmers’ organisations the establishment of farmers’ groups managing and performing all operation needed for appropriate management of the irrigation scheme and of machinery and equipment and for increasing economic sustainability of farming and off-farming activities related to the Sigor project.

***Task 3-Training abroad for KVDA Staff***

A Training Program abroad for KVDA staff should be organised and performed by the Consultant. For this purpose, a small group of KVDA staff will be selected to participate for a one-month ***Training in Italy.*** The goal of the training program is to provide the trainees with an updated overview on agricultural practices, and current development into the irrigation sector, agro-business, and sustainable agriculture in semi-arid regions at international level Training should be provided through the involvement of specialised training institutions with relevant experiences concerning agriculture in the African regions.

***Task 4–Supply of equipment and agricultural inputs***

The following materials should be supplied for the Capacity Building program, as detailed in tables attached in **Annex V**-Budget:

A)\_Supply of Machinery and Equipment

* Farm Machinery;
* Workshop tools and equipment;
* Vehicles;
* Equipment for irrigation (Field level);
* Laboratory equipment and others for the experiment programme;
* Miscellaneous for the residential camp, office and training;

B) \_Supply of Implements Consumables and Spare parts

* Agricultural inputs, to support the activities of the new farmers included in the Wei Wei farming community during the first two harvesting seasons of the third phase of the project;
* Equipment for the economic diversification activities
* Fuel & lubricants for Technical Assistance.
* Spare parts

Consumables and Tractor spare parts will be supplied 50% in value at project start. The remaining 50 % will be provided after 1.5 years according to more specific requirements produced by the TA Team.

The Consultant should provide the user manuals and spare part books for all the machinery and workshop repair manuals for all the tractor models (English version).

*The Consultant should include in his proposal, any improvements he deems necessary for the successful completion of the task, including suggestion of more comprehensive Spare Part List.*

# **Timing**

The contract shall take effect on the date on which it is signed by the last party and after allocation of the contract by Cassa Depositi e Prestiti (CDP). The period of implementation of the contract will be 36 months from this date. Please refer to Instructions to Tenders document for the actual commencement date and period of implementation.

The Capacity Building and Supply lasting 36 months, to start 12 months from the beginning of the contract for civil works (Construction Services for carrying out the Civil Works component of the Sigor Wei-Wei Integrated Development Project-Phase III), and parallel to that for a period of around 12 months.



# **Requirements**

### Personnel

**6.1.1 Key experts**

All experts who have a crucial role in implementing the contract are referred to as: “key experts”.

Profiles of the “key experts” for this contract are, as follows:

**Key expert 1: Team Leader**

Qualifications and skills

University degree in agriculture or other relevant disciplines, at least 10 years responsible professional activity as project manager in Agricultural and local development activities in Developing Countries. Working experience in the areas of innovation in rural areas, and in sustainable agriculture and rural development. A previous experience on agronomic experimentation or research will be an added advantage. Ability to analyse technical information and accordingly draw innovative agricultural programmes and initiatives and to plan and co-ordinate meetings and training activities. Perfect knowledge of English. Full computer literacy

Professional Experience

- Minimum requirement: at least 10 years of experience in Sustainable Agriculture and Rural Development in Developing Countries

**Other Key experts**

Qualifications and skills

University degree in relevant disciplines with experiences in sustainable agricultural and rural development. At least 10 years working experience in the fields or participatory approach techniques and in activities aimed at supporting the capacities of agricultural and farmers’ organisations in Developing Countries. Ability to establish contacts and maintain sound relationships with farmers and people of different levels of education. At least 5 projects in the specific subject focus of the assignment.

Professional Experience

* Minimum requirement: at least 10 years of experience in supporting organisations engaged in rural and agricultural development, in the specific subject area (ex.: irrigation management, farm mechanisation, value chain development, women’s empowerment, alternative livelihood in rural areas, land management and erosion control” etc.) and perfect Knowledge of English.
* Preferred requirement: knowledge of Swahili will be an advantage.

### Office accommodation

The experts will be residing in the existing base camp in Sigor, and will have available during the service the vehicles mentioned under "Supplies and Spare Parts list as per Annex V-Budget".

*During the mandatory site visit, the Consultant shall directly assessed the consistency of the camps’ facilities and their efficiency, and include in his financial offer a provision for any improvements he deems necessary .*

### Facilities to be provided by the Consultant

The Consultant shall ensure that experts are adequately supported and equipped. In particular it shall ensure that there is enough administrative, secretarial and provision, to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support its activities under the contract and to ensure that its employees are paid regularly and on a timely basis.

### Equipment

All the equipment included in the Contract have to be purchased by the Consultant on behalf of the Contracting Authority/beneficiary country as part of this service contract and transferred to the Contracting Authority/beneficiary country at the end of this contract.

# Reports

### Interim and final Reports

The Consultant will submit the following reports in English in one original and 2 copies:

1. **Inception Report** of maximum 12 pages to be produced after 20 days from the commencement of works. In the report the consultant shall describe the first findings, the progress in collecting data, the encountered and/or foreseen difficulties in addition to the work program and staff mobilization. The consultant is advised to proceed with his/her work also in absence of comments by the Contracting Authority to the inception report.
2. **Monthly Report** of maximum 10 pages to be produced within 7 days from the end of first month. It contains:

**a)-Progress of works**

- Synthesis of ongoing activities with emphasis about the most important works of the related month;

- A copy of the original Contractor’s program of works highlighting the real progress of activity, including the shipment on site of the supply materials;

- The progress of the work must be represented in tables and graphics to highlight differences between expected production and amounts;

- Evaluation tables for personnel, available equipment and materials, and evaluation for the completion of the activities aim.

**b)-Quality of work**

- Summary of progress of works and materials with problem analysis and improvements performance actions;

**c)-Safety on work**

- Upgrade on work accidents on site, evaluation on safety taken actions by Consultant and safety evaluation for the completion of the activity aim;

- GANTT chart.

1. **Quarterly Report of maximum 10 pages to be produced within 10 days from the end of fourth month. It contains:**

- Synthesis of monthly report.

1. **Draft final Report** of maximum 20 pages (main text, excluding annexes). The report shall be submitted no later than one month before the end of the period of implementation of the task.
2. **Final Report** with the same specifications of the draft final report, plus any comments received from the concerned parties (contracting Authority and Contractor). The final report shall be provided by the latest 40 days after the reception of the comments on the draft final report. The report shall contain a sufficiently detailed description of the taken options, selected materials and performed tests.

### Submission & approval of reports

The report referred to above must be submitted to the Project Manager identified in the contract. The Project Manager is responsible for approving the reports.

**CAPACITY BUILDING AND SUPPLY TO THE SIGOR WEI-WEI DEVELOPMENT SCHEME**

**DRAFT CONTRACT**

**ANNEX III:**

**ORGANIZATION & METHODOLOGY**

To be completed by the tenderer

**1. RATIONALE**

* Any comments on the Terms of reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the level of understanding of the contract. An opinion on the key issues related to the achievement of the contract objectives and expected results.
* An explanation of the risks and assumptions affecting the execution of the contract.

**2. STRATEGY**

* An outline on the approach proposed for contract implementation.
* A list of the proposed activities considered to be necessary to achieve the contract objectives.
* The related inputs and outputs.
* A description of the support facilities (back-stopping) that the team of experts will have from the contractor during the execution of the contract.

**3. TIMETABLE OF ACTIVITIES**

* The timing, sequence and duration of the proposed activities, taking into account mobilisation time.
* The identification and timing of major milestones in execution of the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of reference.
* The methodologies contained in the offer should include a work plan indicating the envisaged resources to be mobilised.
* Logistic and accommodation.

**4. LOG FRAME**

* A Logical framework reflecting the considerations described in items 1 - 3 (see the Project Cycle Management Manual available from the PCM Home page:

[*http://ec.europa.eu/europeaid/multimedia/publications/publications/manuals*](http://ec.europa.eu/europeaid/multimedia/publications/publications/manuals)*-tools/t101\_en.htm).*

**CAPACITY BUILDING AND SUPPLY TO THE SIGOR WEI-WEI DEVELOPMENT SCHEME**

**DRAFT CONTRACT**

**ANNEX IV**

SIGOR-Capacity Building Program: Annex IV - Key expert Page **1** of **2**

**KEY EXPERTS**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Name of expert** | **Proposed position** | **Years of  experience** | **Age** | **Educational background** | **Specialist areas of knowledge** | **Experience in  beneficiary  country** | **Languages and  degree of fluency** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

**CURRICULUM VITAE**

SIGOR-Capacity Building Program: Annex IV - Key Expert Page **2** of **2**

**Curriculum Vitae**

Proposed position in the contract:

* 1. Surname:
  2. Name:
  3. Date and place of birth:
  4. Nationality:
  5. Civil status:
  6. Address (phone/fax/e-mail):
  7. Education:

|  |  |
| --- | --- |
| *Institutions:* |  |
| *Date:*  *From (month/year) To (month/year)* |  |
| *Degree:* |  |

* 1. Language skills

Indicate on a scale of 1 to 5 (1 – excellent; 5 – basic):

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| *Language* | *Level* | *Passive* | *Spoken* | *Written* |
|  | *Mother tongue* |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

* 1. Membership of professional bodies:
  2. Other skills (e.g. computer literacy, etc.):
  3. Present position:
  4. Years of professional experience:
  5. Key qualifications:
  6. Specific experience in non-industrialized countries:

|  |  |  |
| --- | --- | --- |
| *Country* | *Date: from - to (mm/year)* | *Project* |
|  |  |  |
|  |  |  |

* 1. Professional experience:

|  |  |
| --- | --- |
| *Date: from - to (mm/year)* |  |
| Place |  |
| Company/organization |  |
| Position |  |
| Job description |  |

* 1. Others:

15a. Publications and seminars:

15b. References:

Signature ............................................

(*a person or persons authorised to sign on behalf of the tenderer*) Date...........................

The Contracting Authority reserves the right to contact the reference persons. If you cannot provide a reference, please provide a justification.

**CAPACITY BUILDING AND SUPPLY TO THE SIGOR WEI-WEI DEVELOPMENT SCHEME**

**DRAFT CONTRACT**

**ANNEX V:**

**BUDGET**

**FINANCIAL OFFER**

**LUMP SUM CONTRACTS**

**Annex 5.1-Introduction**

**Annex 5.2-Breakdown of the Lump Sum Price**

**Annex 5.3- Salaries for resident experts and consultants**

**Annex 5.4-Equipment and Supply**

**Attached to this financial offer must be the priced bill of quantities .**

**Priced bill of quantities must be in hard copy and soft copy. Soft copy in editable format.**

**VOLUME 5 – Annex 5.1**

**Financial Offer**

**Introduction**

* 1. **General**
  2. The Breakdown of the Lump-sum Price (Volume 5 – Annex 5.2) is the itemized list of prices showing the build-up of the price in a lump sum contract. This Breakdown of the Lump-sum Price does not derogate in any way to the clause according to which, in a lump-sum contract, the total contract price remains fixed irrespective of the quantities of work actually carried out.
  3. The amounts due shall be determined through the measurement of the percentage of works carried out in relation to the firm quantities of each item of the Breakdown of the Lump-sum Price and by applying that percentage to the lump-sum price of the related item.
  4. The Detailed Breakdown of Prices does not derogate in any way to the clause according to which, in a lump-sum contract, the total contract price remains fixed irrespective of the quantities of work actually carried out.
  5. The fixed sums included in the Detailed Breakdown of Prices should be considered as Provisional Sum (Item 3 of the Summary Cost), and thus can only be executed by administrative order of the Project Manager in accordance with the terms of the contract.
  6. **Specific for Volumes 5.3 and 5.4**
  7. The item description given in the Breakdown of the Lump-sum Price in no way limits the Contractor's obligations under the contract to provide all the works described elsewhere.
  8. The prices of the Breakdown of the Lump-sum Price include all incidental and contingent expenses and risks of every kind necessary to construct, complete and maintain the whole of the works in accordance with the contract. Unless separate items are provided in the Breakdown of the Lump-sum Price, prices include all costs involved in the various items of the Breakdown.
  9. The prices do not include the taxes and fiscal duties, whose exoneration is explicitly given for the contract. The non-exonerated taxes and fiscal duties are, apart from those which are stated separately in these financial offer Templates, covered in the Lump–sum Price of the contract and in the various prices of the Breakdown of the Lump-sum Price.

**VOLUME 5 – Annex 5.2**

**Financial Offer**

**Breakdown of the Lump-Sum Price**

|  |  |  |
| --- | --- | --- |
| **Table** | **Item** | **Price (€)** |
| **1** | **EXPERTS AND LOCAL PERSONNEL** |  |
| 1.1 | Salaries for expatriate experts and consultants |  |
| 1.2 | Wages for local staff (camp) |  |
|  | **Sub Total (1)** |  |
|  |  |  |
| **2** | **EQUIPMENT and SUPPLIES** |  |
| 2.1 | Farm machinery |  |
| 2.2 | Workshop tools and equipment |  |
| 2.3 | Vehicles |  |
| 2.4 | Equipment for irrigation (at field level) |  |
| 2.5 | Laboratory equipment and others for experimental programme |  |
| 2.6 | Miscellaneous for the residential camp, etc. |  |
| 2.7 | Agricultural inputs |  |
| 2.8 | Equipment for the economic diversification activities |  |
| 2.9 | Fuels & lubricants (at the camp) |  |
| 2.10 | Spare part for machinery (1) |  |
|  | **Sub Total (2)** |  |
|  |  |  |
| **3** | **TRAINING (PROVISIONAL LUMP SUM)(**2**)** |  |
| 3.1 | Training (agro-forestry, post-harvest, mechanization, adult literacy, etc.) | 50.000,00 |
| 3.3 | Training Overseas for KVDA Staff: n°3 Staff for one (1) month | 30.000,00 |
|  | **Sub-Total /3)** | **80.000,00** |
|  | **TOTAL OF LUMP SUM PRICE** |  |

*(1) The Consultant should include in his proposal, a detailed spare part list he deems necessary as detailed in Tab. 2.11.*

*(2) The amount indicated must be included unchanged in the Offer Breakdown.*

**VOLUME 5 – Annex 5.3**

**Financial Offer**

**1-EXPERTS AND LOCAL PERSONNEL**

**Tab.1.1-Salaries for resident experts and consultants**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| *Item* | *Unit* | *Unit* | *Q.ty* | *Total Price (€)* |
| *Price (€)* |
| **Remuneration** |  |  |  |  |
| Project manager (International) | month |  | 36 |  |
| Key experts (International) | month |  | 40 |  |
| **Other expenses** |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **Sub-Total (1.1)** |  |  |  |  |
|  | | | | |
| **Tab.1.2- Wages for local staff (camp)** | | | | |
| *Item* | *Unit* | *Unit* | *Q.ty* | *Total Price (€)* |
| *Price (€)* |
| n°1 secretary (3 year= 36 months) | month |  | 36 |  |
| n°1 Accountant | month |  | 36 |  |
| n°2 Drivers | month |  | 72 |  |
| n°3 Gardener/cleaner | month |  | 108 |  |
| n°4 Security guards | month |  | 144 |  |
| **Other expenses** |  |  |  |  |
|  |  |  |  |  |
| **Sub\_Total (1.2)** |  |  |  |  |

**VOLUME 5 – Annex 5.4**

**Financial Offer**

**Supply and machinery**

* Farm Machinery-Tab.2.1;
* Workshop tools and equipment-Tab.2.2;
* Vehicles-Tab.2.3;
* Equipment for irrigation (Field level)-Tab.2.4;
* Laboratory equipment and others for the experiment programme-Tab.2.5;
* Miscellaneous for the residential camp, office and training-Tab.2.6;
* Agricultural inputs, to support the activities of the new farmers included in the Wei Wei farming community during the first two harvesting seasons of the third phase of the project-Tab.2.7;
* Equipment for the women programme-Tab.2.8;
* Bee-keeping equipment-Tab.2.9
* Fuel & lubricants for Technical Assistance-Tab.2.10
* Spare part list for machinery (tentative list)-Tab 2.11

**Tab. 2.1- Farm Machinery**

| **Item** | **Unit** | **Q.ty** | **Unit Price (€)** | **Total Price (€)** |
| --- | --- | --- | --- | --- |
| Crawler tractor CAT D4 ESR equipped with standard 3-points linkage and 3 metres front blade for earth movement (angle and tilt dozer SOGEMA) | n. | 1 |  |  |
| Wheel tractor 115 HP, DT (NEW HOLLAND-FORD mod. 8260) equipped with standard 3-point linkage | n. | 5 |  |  |
| Wheel tractor 115 HP, DT (NEW HOLLAND-FORD mod. 8260) equipped with standard 3-points linkage and back-mounted hydraulic excavator SOGEMA 30 40 EPB (sliding frame, turning radius 190°, digging depth 350 cm, digging distance 450/400 cm) | n. | 1 |  |  |
| Wheel tractor 80 HP, DT (NEW HOLLAND-FORD mod. TS80) equipped with standard 3-points linkage | n. | 5 |  |  |
| Wheel tractor 65HP, DT (NEW HOLLAND-FORD mod. TS 65) equipped with standard 3-points linkage | n. | 2 |  |  |
| Heavy duty chisel plough, NARDI CHV 9 tines, working depth 20-30 cm, working width 230 cm | n. | 2 |  |  |
| Mounted disk plough, NARDI QD 70/E disc diam. 710 mm, 4 discs, working depth 28 cm, working width 110 cm | n. | 5 |  |  |
| Disc harrow offset NARDI 24 FCIM7D 61, 24 discs, 61 cm diameter, working width 275 cm, weight 1430 kg. | n. | 5 |  |  |
| Mounted 7-shank subsoiler, SOGEMA 85TC-3P/7RP, working depth 54 cm, working width 250 cm, weight 650 kg | n. | 2 |  |  |
| Mounted field waste chopper, working width 230-250 cm, (trinciastocchi portato) | n. | 3 |  |  |
| Mounted Seed drill BALDAN type SA 15 single hopper 15 rows, width 328 cm, weight 1140 kg or NARDI mod. Marzia or equivalent | n. | 1 |  |  |
| Mounted planter BALDAN type PAH with 6 hoppers width 430 cm, weight 1140 kg, with fertilizer distributor/hopper oppure NARDI mod. 6 HIP/0 portata | n. | 2 |  |  |
| Boom sprayer JACTO type PJ-401BX-9 400 lt working width 900 cm, 19 nozzles, or equivalent | n. | 1 |  |  |
| 5 ton trailer with 2 axles self-tipping | n. | 4 |  |  |
| Universal toolbar 3 m wide to be coupled with 3-point standard linkage | n. | 1 |  |  |
| Light subsoiler SOGEMA 45 TC-3P/3-5RP 250 kg, frame width 180 cm, 3 tines, working depth 40-50 cm, mole 80 mm (for 65 HP tractor) | n. | 1 |  |  |
| Spring cultivator with 7-9 tines arranged in 2 rows (for 65 HP tractor) | n. | 1 |  |  |
| Mounted offset disc-harrow, 16 discs 51 cm diameter (for 65 HP tractor) | n. | 1 |  |  |
| Ditch V shaped bucket for the rear excavator 400-500 liters SOGEMA BRF type | n. | 1 |  |  |
| Excavation bucket for the rear excavator SOGEMA BR type 550, width 55 cm | n. | 1 |  |  |
| Excavation bucket for the rear excavator SOGEMA BR 300 type, width 30 cm | n. | 1 |  |  |
| Ditch bucket SOGEMA BPC 1200 type | n. | 1 |  |  |
| Mounted automatic grader, 3 m working width | n. | 1 |  |  |
| Self-propelled threshers, output 1,5-2,5 T/hr, (multicrop), type CICORIA ATX 2000 E, equipped with kits for cereal and pulses and spares for 1,000 hrs operation | n. | 3 |  |  |
| **Sub-Total ( 2.1)**(1) |  |  |  |  |

*Note: 1) The supplying firms should provide the user manuals and spare part books for all the machinery and workshop repair manuals for all the tractor models (English version).*

**Tab. 2.2-Workshop tools and equipment**

| ***Item*** | ***Unit*** | ***Quantity*** | ***Unit Price (€)*** | ***Total Price (€)*** |
| --- | --- | --- | --- | --- |
| Set of combination spanner 6÷41 mm | n. | 1 |  |  |
| Set of double ended spanner 6÷41 mm | n. | 2 |  |  |
| Monkey spanner (or adjustable spanner) to 15 mm | n. | 2 |  |  |
| Monkey spanner (or adjustable spanner) to 20 mm | n. | 2 |  |  |
| Set of elbowed spanner 5,5÷46 mm | n. | 2 |  |  |
| Set of articulated "T" spanner: 6, 8, 10, 12, 13, 14, 17, 19 mm | n. | 1 |  |  |
| Set of spanner for pipe fitting 8, 10/12, 13/14, 15/17, 19/20, 22 mm | n. | 1 |  |  |
| Set of socket spanner 1/2" 10÷32 mm with accessories | n. | 2 |  |  |
| Set of socket box spanner 3/4" 22÷50 mm with accessories | n. | 1 |  |  |
| Set Allen spanner 2÷10 mm | n. | 2 |  |  |
| Set of socket spanner 6÷22 mm with accessories | n. | 1 |  |  |
| Set of screwdriver type and | n.  n. | 4 |  |  |
| Set of screwdriver Type Phillis + |
| Sensory type torque spanner, 140-560 Nm | n. | 1 |  |  |
| Universal pliers | n. | 3 |  |  |
| Flat-nose pliers | n. | 2 |  |  |
| Flat-nose pliers 45° | n. | 2 |  |  |
| Set of 4 pliers for returning ring, external and internal range Ø 40/100 mm | n. | 1 |  |  |
| Set of 4 pliers for returning ring, external and internal Ø range 85/250 mm | n. | 1 |  |  |
| Adjustable sparrow pliers | n. | 2 |  |  |
| Grip pliers | n. | 2 |  |  |
| Long nose grip pliers | n. | 2 |  |  |
| Grip pliers neck of swan | n. | 2 |  |  |
| Cutting nippers (frontal) | n. | 2 |  |  |
| Cutting nippers (lateral) | n. | 2 |  |  |
| Pincer for brick layer | n. | 2 |  |  |
| Automatic wire nippers | n. | 1 |  |  |
| Scissors for electrical wire | n. | 2 |  |  |
| Instantaneous welder stilus for soft soldering 40 W | n. | 1 |  |  |
| Instantaneous electrical welder for soft soldering gun type 100 W | n. | 1 |  |  |
| Instantaneous electrical welder for soft soldering axe type 200 W | n. | 1 |  |  |
| Multimeter | n. | 1 |  |  |
| Screwdriver for testing electrical system 6/24 V | n. | 1 |  |  |
| Screwdriver for search electrical fuse 110/380 V | n. | 1 |  |  |
| Shears for sheet - universal tin snip | n. | 1 |  |  |
| Tools for cutting nut | n. | 1 |  |  |
| Hack saw for blade 12" | n. | 3 |  |  |
| Set of files | n. | 2 |  |  |
| Set of needle files | n. | 2 |  |  |
| Flat scraper | n. | 1 |  |  |
| Triangular scraper | n. | 1 |  |  |
| Drift square | n. | 1 |  |  |
| Drift round | n. | 1 |  |  |
| Crow bar with end flat and conic round long 400 mm | n. | 2 |  |  |
| Crow bar caterpillar type long 400 mm | n. | 2 |  |  |
| Crow bar flat type long 400 mm | n. | 2 |  |  |
| Carpenter pinch bar long 800 mm | n. | 2 |  |  |
| Vice in forged steel large 150 mm | n. | 2 |  |  |
| Magnet with flexible rod | n. | 1 |  |  |
| Oil feeder capacity 300 cc | n. | 3 |  |  |
| Grease gun capacity 1000 cc, with 2 flexible hoses and 3 spare nozzles | n. | 2 |  |  |
| Vernier slide gauge 1/20 mm, range 150 mm | n. | 1 |  |  |
| Vernier slide gauge 1/50 mm, range 300 mm | n. | 1 |  |  |
| Dial gauge 1/100 mm | n. | 1 |  |  |
| Magnet stand for dial gauge | n. | 1 |  |  |
| Screw – pitch gauge ISO 60° whitworth 55° | n. | 1 |  |  |
| Feeler gauge 0,05/1 mm | n. | 2 |  |  |
| Universal goniometer | n. | 1 |  |  |
| Outside calliper, range 200 mm | n. | 1 |  |  |
| Point scriber | n. | 2 |  |  |
| Square 200x130 mm | n. | 1 |  |  |
| Back square 300x150 mm | n. | 1 |  |  |
| Flexible steel rule 300 mm | n. | 2 |  |  |
| Flexible steel rule 500 mm | n. | 1 |  |  |
| Flexible steel tape measure, range 3 m | n. | 3 |  |  |
| Flexible steel tape measure, range 5 m | n. | 3 |  |  |
| Measure tape in fibreglass range 20 m | n. | 1 |  |  |
| Watter level long 500 mm | n. | 1 |  |  |
| Hammer German type 300 g | n. | 3 |  |  |
| Hammer German type 500 g | n. | 3 |  |  |
| Hammer German type 800 g | n. | 3 |  |  |
| Brick hammer 1500 g | n. | 2 |  |  |
| Plastic mallet Ø 50 mm 800 g | n. | 2 |  |  |
| Chisel long, 250 mm | n. | 2 |  |  |
| Chisel long 150 mm | n. | 2 |  |  |
| Round punch set for fast pin Ø 2/10 mm | n. | 2 |  |  |
| Set of chisel, cross cut chisel, round punch | n. | 2 |  |  |
| Puller set for external Ø 90 to 340 mm | n. | 1 |  |  |
| Eccentric puller for stud bolt | n. | 1 |  |  |
| Spanner for removing oil and fuel filter with 2 spare belts | n. | 2 |  |  |
| Articulated "T" spanner for spark plug 16 mm long 500 mm | n. | 1 |  |  |
| Articulated "T" spanner for spark plug 20,8 mm | n. | 1 |  |  |
| Pump for calibration injection valve with pressure gauge 400 bar | n. | 1 |  |  |
| Set for maintenance battery with: | n. | 1 |  |  |
| Tester for battery, puller for terminal battery, tool for to clear terminal, densimeter, box for transporting of set |
| Tool for assembling the rings of pistons, ø range 60/125 mm | n. | 1 |  |  |
| The same up range 90/175 mm | n. | 1 |  |  |
| Tool to clear the seat of rings of the piston, ø range 60-160 mm | n. | 1 |  |  |
| Pliers for inserting or removing the rings of pistons ø range 60÷160 mm | n. | 1 |  |  |
| Metal measuring bucket, capacity l 1 | n. | 2 |  |  |
| Metal measuring bucket, capacity l 5 | n. | 2 |  |  |
| Guns for silicon | n. | 1 |  |  |
| Crow bar for tyre, length 400 mm | n. | 3 |  |  |
| Crow bar for tyre, length 600 mm | n. | 3 |  |  |
| Crow bar for tyre, length (800 mm) | n. | 3 |  |  |
| Bead breaker equipped with pneumohydraulic pump | n. | 1 |  |  |
| Tool case | n. | 2 |  |  |
| Motor welding machine diesel 180 A with socket 220/380 and accessories for welding | n. | 1 |  |  |
| Battery charging machine 50 A | n. | 1 |  |  |
| Portable electric drill with drill stock Ø 13 mm | n. | 1 |  |  |
| Portable electric sanding or (grinding) machine ø disk 240 mm | n. | 1 |  |  |
| Portable electric sanding or (grinding) machine ø disk 110 mm | n. | 1 |  |  |
| Motor generator diesel noiseless 30 kW | n. | 2 |  |  |
| Plate and round steel shears for plate and structural steel | n. | 1 |  |  |
| Set of twist drill 1/13 mm | n. | 2 |  |  |
| Set of twist drill conic 13,5/25 mm | n. | 1 |  |  |
| Set of screw tap and round dies ISO system with accessories | n. | 1 |  |  |
| Air compressor 150 l capacity with: a gun for compressed air dusting, inflating guns with pressure gauge, washing gun, spray gun, 1 extension hose of 30 m, 1 extension hose of 20 m together with coupling for compressor and accessories, | n. | 1 |  |  |
| Electrical welding machine 300 A, with 40 m of electrical wire, pliers and welder's helmet | n. | 1 |  |  |
| Electrical vulcanizing machine for tube and tyre | n. | 1 |  |  |
| Restoring cables and electrical fittings and appliances in the workshop | n. | 1 |  |  |
| Bolts & nuts and other minor items | n. | 1 |  |  |
| **Sub-Total (2.2)** |  |  |  |  |

**Tab.2.3-Vehicles**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | ***Unit*** | ***Quantity*** | ***Unit Price (€)*** | ***Total Price (€)*** |
| Toyota Land Cruiser Pick-up 4 x 4, diesel engine | n. | 1 |  |  |
| Toyota Hilux 2.8, double cabin, diesel engine | n. | 1 |  |  |
| Motorcycles | n. | 6 |  |  |
| Heavy duty Bicycles | n. | 10 |  |  |
| Spare parts for the above vehicles | n. | LS |  |  |
| **Sub-Total (2.3)** |  |  |  |  |

**Tab.2.4-Equipment for irrigation (Field level)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| **Item** | ***Unit*** | ***Quantity*** | ***Unit Price (€)*** | ***Total Price (€)*** |
| n°16 of six-metre (6 m) of plain galvanized steel pipes diam. 60/0,7 mm, with rapid coupling and rubber seal (L=16\*6= 96 m) | n. | 325 |  |  |
| irrigation laterals including: n° 16 of six-metre (6 m) of galvanized steel pipes diam. 60/0,7 mm with rapid coupling and rubber seal, and 8 hydrant 30mm (L=16\*6=96 m) | n. | 325 |  |  |
| n° 4 sprinklers NAAN type 322/90, medium pressure, double nozzle all metallic; and 4 x 2m risers diam. 30 mm with 3/4" thread head; | n. | 325 |  |  |
| n° 4 riser valves (couplers) IRRISERRA type diam 30 mm | n. | 325 |  |  |
| n° 1 galvanized steel elbow diam. 60 mm with rapid coupling | n. | 325 |  |  |
| n° 1 galvanized steel end plug diam. 60 mm for steel pipes | n. | 325 |  |  |
| **Subtotal (2.4)** |  |  |  |  |

**Tab. 2.5-Laboratory equipment and others for the experiment programme**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | ***Unit*** | ***Quantity*** | ***Unit Price (€)*** | ***Total Price (€)*** |
| drill machine for soil sampling | n. | 1 |  |  |
| cylinder for infiltration tests | n. | 1 |  |  |
| plastic bags | n. | 1 |  |  |
| surveyor square | n. | 1 |  |  |
| surveyor level | n. | 1 |  |  |
| Meteorological station: (T°min-max, pressure, humidity) | n. | 1 |  |  |
| **Sub-Total (2.5)** |  |  |  |  |

**Tab.2.6-Miscellaneous for the residential camp, office and training**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ***Item*** | ***Unit*** | ***Quantity*** | ***Unit Price (€)*** | ***Total Price (€)*** |
| Computers | n. | 3 |  |  |
| Ink jet Printer | n. | 2 |  |  |
| UPSs | n. | 3 |  |  |
| Fax | n. | 1 |  |  |
| Photocopier-machine (A4/A3) | n. | 1 |  |  |
| Consumables | n. | LS |  |  |
| **Sub-Total (2.6)** |  |  |  |  |

**Tab.2.7-Agricultural inputs**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ***Item*** | ***Unit*** | ***Quantity*** | ***Unit Price (€)*** | ***Total Price (€)*** |
| seeds maize (1 quintal = 100 kg) | q | 40 |  |  |
| seeds sorghum (q) | q | 100 |  |  |
| seeds cowpea (q) | q | 110 |  |  |
| seeds green gram (q) | q | 120 |  |  |
| Ammonium sulfate (q) | q | 120 |  |  |
| Urea (q) | q | 30 |  |  |
| DAP (q) | q | 30 |  |  |
| Muriate of potash (q) | q | 28 |  |  |
| Insecticide (q) | q | 1310 |  |  |
| KARATE 2.8 a.i. (Kg) | Kg | 1500 |  |  |
| DIMETHOATE (kg) | Kg | 710 |  |  |
| CYPERMETRINE (kg) | Kg | 1050 |  |  |
| Diesel (kg) | Kg | 45 |  |  |
| oil SAE 40 (l) | Lt | 90 |  |  |
| oil SAE 90 (l) | Lt | 92 |  |  |
| hydraulic oil (l) | Lt | 72 |  |  |
| Grease (kg) | Kg | 300 |  |  |
|  |  |  |  |  |
| **Sub-Total (2.7)** |  |  |  |  |

**Tab.2.8-Equipment for the economic diversification activities**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ***Item*** | ***Unit*** | ***Quantity*** | ***Unit Price (€)*** | ***Total Price (€)*** |
| Equipment and spare parts for women’s group activities | LS | 1 |  |  |
| Equipment and spare parts for bee-keeping and honey production | LS | 1 |  |  |
| Equipment and spare parts for other farming and off-farming activities | LS | 1 |  |  |
| **Sub-Total (2.8)** |  |  |  |  |

**Tab.2.9-Fuel & lubricants for Technical Assistance**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ***Item*** | ***Unit*** | ***Quantity*** | ***Unit Price (€)*** | ***Total Price (€)*** |
| Fuel for vehicles of technical assistance (3 cars + 6 motorcycles) | LS | 1 |  |  |
| Fuel for camp and workshop generator (36 months) | LS | 1 |  |  |
| Oil for vehicles and generator | LS | 1 |  |  |
| Grease | LS | 1 |  |  |
| **Sub-Total (2.9)** |  |  |  |  |

**Tab. 2.10-List of spare parts for tractors (Tentative List)**

The Consultant should include in his proposal, a detailed spare part list he deems necessary for the following equipment:

* N°1 New Holland Ford 8260 DT ( 115 hp )
* N°1 Tractor New Holland Ford TS 80 DT ( 80 hp )
* N°1 New Holland Ford TN 65 DT (65 hp)

The below spare parts list are indicative only.

**New Holland Ford 8260 DT ( 115 hp ) and tractor New Holland Ford TS 80 DT ( 80 hp )**

|  |  |  |  |
| --- | --- | --- | --- |
| **Art.** | **Description** | **Unit** | **Quantity** |
| 1 | Radiator plug | n. | 3 |
| 2 | Van belt | n. | 4 |
| 3 | Hydraulic system pumps | n. | 1 |
| 4 | Set of hydraulic pumps 0-ring | n. | 3 |
| 5 | Fuel pumps | n. | 2 |
| 6 | Engine oil filter | n. | 20 |
| 7 | Fuel filter | n. | 20 |
| 8 | Set of starter brushes | n. | 3 |
| 9 | Solenoid for starter | n. | 3 |
| 10 | Armature for starter | n. | 3 |
| 11 | Complete starter | n. | 1 |
| 12 | Set of engine overhaul gaskets | n. | 5 |
| 13 | Water pumps | n. | 2 |
| 14 | Hydraulic system oil filter | n. | 20 |
| 15 | Solenoid switch for injector pumps | n. | 3 |
| 16 | Set of alternator brushes | n. | 3 |
| 17 | Alternator complete | n. | 1 |
| 18 | Exhaust manifold complete | n. | 1 |
| 19 | Union of exhaust manifold and silencer | n. | 1 |
| 20 | Clutch complete | n. | 1 |
| 21 | Set of clutch complete | n. | 3 |
| 22 | Pressure plate transmission | n. | 3 |
| 23 | P.T.O. pressure plate | n. | 2 |
| 24 | Trust bearing P.T.O. | n. | 3 |
| 25 | Trust bearing transmission | n. | 3 |
| 26 | Speedometer cable complete | n. | 3 |
| 27 | Speedometer wire | n. | 4 |
| 28 | Head lamps bulbs | n. | 20 |
| 29 | Oil plugs (caps) | n. | 3 |
| 30 | Set of fuel injector complete | n. | 1 |
| 31 | Set of injector nozzles | n. | 2 |
| 32 | Set of washers for calibration injector | n. | 3 |
| 33 | Steering box complete | n. | 1 |
| 34 | Kit repair steering box | n. | 3 |
| 35 | Set of lift arm seals | n. | 4 |
| 36 | Set of bushes and seal for torsion bar | n. | 4 |
| 37 | Torsion bar | n. | 2 |
| 38 | Set of tyres (front / rear) | n. | 2 |
| 39 | Set of tubes (front / rear) | n. | 3 |
| 40 | Lift arms right | n. | 2 |
| 41 | Lift arms left | n. | 1 |
| 42 | Brake discs | n. | 4 |
| 43 | Set brake seals | n. | 6 |
| 44 | Set brake hydraulic pumps seals | n. | 3 |
| 45 | set brake master cylinder seals | n. | 3 |
| 46 | Brake boot | n. | 6 |
| 47 | Gasket engine cylinder head | n. | 5 |
| 48 | Set of engine piston rings standard | n. | 3 |
| 49 | Set of engine piston standard | n. | 1 |
| 50 | Set of engine cylinder standard | n. | 1 |
| 51 | Set of half rings complete | n. | 2 |
| 52 | Set of half bearings crankshaft standard | n. | 2 |
| 53 | Set of half bearing connecting rod stand. | n. | 2 |
| 54 | Set of rod bearing for pin | n. | 1 |
| 55 | Fly wheel bearing | n. | 3 |
| 56 | Set of gasket injector | n. | 3 |
| 57 | Kit repair fuel pump | n. | 3 |
| 58 | Set of gasket of fuels line 20 each type | n. | 1 |
| 59 | Kit repair water pump | n. | 3 |
| 60 | Fuel tank plug | n. | 3 |
| 61 | Hose line complete of cooling eng. system | n. | 2 |
| 62 | Support bracket for lift arms left | n. | 2 |
| 63 | Support bracket for lift arms right | n. | 2 |
| 64 | Bolt for fixing the support bracket | n. | 20 |
| 65 | Set bolt complete (nut and washer) for fixing the will 20 each type | n. | 1 |
| 66 | Set of pin of hydraulic system complete of washer and lock pin 10 each Type | n. | 1 |
| 67 | Switch for starting | n. | 2 |
| 68 | Ignition key | n. | 20 |
| .69 | Set complete of gasket and seal of hydraulic system | n. | 3 |
| 70 | Set complete of gasket and seal of Transmission (TR mod. DT) | n. | 3 |
| 71 | Air filter | n. | 10 |

**List of spare parts for tractors New Holland Ford TN 65 DT (65 hp)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Art** | **Description** | **Unit** | **Quantity** |
| 1 | Radiator plug | n. | 2 |
| 2 | Van belt | n. | 2 |
| 3 | Hydraulic system pumps | n. | 1 |
| 4 | Set of hydraulic pumps 0-ring | n. | 1 |
| 5 | Fuel pumps | n. | 2 |
| 6 | Engine oil filter | n. | 6 |
| 7 | Fuel filter | n. | 8 |
| 8 | Set of starter brushes | n. | 1 |
| 9 | Solenoid for starter | n. | 1 |
| 10 | Armature for starter | n. | 1 |
| 11 | Complete starter | n. | 1 |
| 12 | Set of engine overhaul gaskets | n. | 2 |
| 13 | Water pumps | n. | 1 |
| 14 | Hydraulic system oil filter | n. | 6 |
| 15 | Solenoid switch for injector pumps | n. | 1 |
| 16 | Set of alternator brushes | n. | 1 |
| 17 | Alternator complete | n. | 1 |
| 18 | Exhaust manifold complete | n. | 1 |
| 19 | Union of exhaust manifold and silencer | n. | 1 |
| 20 | Clutch complete | n. | 1 |
| 21 | Set of clutch fingers complete | n. | 1 |
| 22 | Pressure plate transmission | n. | 1 |
| 23 | P.T.O. pressure plate | n. | 1 |
| 24 | Trust bearing P.T.O. | n. | 2 |
| 25 | Trust bearing transmission | n. | 2 |
| 26 | Speedometer cable complete | n. | 1 |
| 27 | Speedometer wire | n. | 2 |
| 28 | Head lamps bulbs | n. | 10 |
| 29 | Oil plugs (caps) | n. | 2 |
| 30 | Set of fuel injector complete | n. | 1 |
| 31 | Set of injector nozzles | n. | 1 |
| 32 | Set of washers for calibration injector | n. | 1 |
| 33 | Steering box complete | n. | 1 |
| 34 | Kit repair steering box | n. | 1 |
| 35 | Set of lift arm seals | n. | 1 |
| 36 | Set of bushes and seal for torsion bar | n. | 2 |
| 37 | Torsion bar | n. | 1 |
| 38 | Set of tyres (front / rear) | n. | 1 |
| 39 | Set of tubes (front / rear) | n. | 2 |
| 40 | Lift arms right | n. | 1 |
| 41 | Lift arms left | n. | 1 |
| 42 | Brake discs | n. | 2 |
| 43 | Set brake seals | n. | 2 |
| 44 | Set brake hydraulic pumps seals | n. | 1 |
| 45 | Set brake master cylinder seals | n. | 1 |
| 46 | Brake boot | n. | 4 |
| 47 | Gasket engine cylinder head | n. | 2 |
| 48 | Set of engine piston rings standard | n. | 2 |
| 49 | Set of engine piston standard | n. | 1 |
| 50 | Set of engine cylinder standard | n. | 1 |
| 51 | Set of half rings complete | n. | 1 |
| 52 | Set of half bearings crankshaft standard | n. | 1 |
| 53 | Set of half bearing connecting rod stand. | n. | 1 |
| 54 | Set of rod bearing for pin | n. | 1 |
| 55 | Fly wheel bearing | n. | 1 |
| 56 | Set of gasket injector | n. | 1 |
| 57 | Kit repair fuel pump | n. | 2 |
| 58 | Set of gasket of fuels line 20 each type | n. | 1 |
| 59 | Kit repair water pump | n. | 2 |
| 60 | Fuel tank plug | n. | 2 |
| 61 | Hose line complete of cooling eng. system | n. | 1 |
| 62 | Support bracket for lift arms left | n. | 1 |
| 63 | Support bracket for lift arms right | n. | 1 |
| 64 | Bolt for fixing the support bracket | n. | 10 |
| 65 | Set bolt complete (nut and washer) for fixing the will 10 each type | n. | 1 |
| 66 | Set of pin of hydraulic system complete of washer and lock pin, 3 each Type | n. | 1 |
| 67 | Switch for starting | n. | 1 |
| 68 | Ignition key | n. | 3 |
| 69 | Set complete of gasket and seal of hydraulic system | n. | 1 |
| 70 | Set complete of gasket and seal of Transmission (TR mod. DT) | n. | 2 |
| 71 | Air filter | n. | 4 |

*Note: 1)* ***Implements spare parts****: 50% in value will be supplied at project start. The remaining 50 % will be provided after 1.5 years according to more specific requirements produced by the TA Team. Due to the abrasive characteristics of the Sigor soils, supply companies must be advised to increase the quantity of those spares subjected to fast wear (shares, knives, disks etc.)*

**CAPACITY BUILDING AND SUPPLY TO THE SIGOR WEI-WEI DEVELOPMENT SCHEME**

**DRAFT CONTRACT**

**ANNEX VI:**

**RELEVANT DOCUMENTATION**

**ANNEX VIa**

**FINANCIAL IDENTIFICATION**

|  |
| --- |
| **ACCOUNT NAME**  **ACCOUNT NAME:**  **ADDRESS:**  **TOWN/CITY:** **POST CODE:**  **COUNTRY:**  **VAT NUMBER:**  **CONTACT PERSON:** Claudio Serrini  **TELEPHONE: FAX:**  **E-MAIL:** |

|  |
| --- |
| **BANK**  **BANK NAME:**  **BRANCH ADDRESS:**  **TOWN/CITY:**  **POST CODE:**  **COUNTRY:**  **ACCOUNT NUMBER:**  **IBAN:** |

**REMARKS:**

|  |  |  |
| --- | --- | --- |
| **BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE (Both Obligatory)** |  | **DATE + SIGNATURE OF ACCOUNT HOLDER (Obligatory)** |

**It is preferable to attach a copy of recent bank statement. Please note that the bank statement has to provide all the information listed above under “Account Name” and “Bank”.**

**In this case, the stamp of the bank’s representatives are not required. The signature of the account-holder is obligatory in all cases.**

**CAPACITY BUILDING AND SUPPLY TO THE SIGOR WEI-WEI DEVELOPMENT SCHEME**

**DRAFT CONTRACT**

**ANNEX VI:**

**RELEVANT DOCUMENTATION**

**ANNEX VIb**

**TENDER GUARANTEE FORM**

We, the undersigned [Contractor’s *name, company name, address*] , hereby

declare that we will guarantee, as principal debtor:

**Kerio Valley Development Authority**

KVDA Plaza, Oloo street (Eldoret Kenya) Tel / Fax +254 532063361 /2

E-mail [info@kvda.go.ke](mailto:info@kvda.go.ke))

the payment of Euro 56.000,00 *amount of the tender guarantee* that is 2% of the maximum available budget of Euro 2.800.000,00 without dispute, on receipt of a first written request from the beneficiary.

The guarantee will take effect from the day of the submission of the tender envelopes. It will remain in force for 180 days after this deadline. It may be extended by the Contracting Authority for a further 60 days in exceptional cases, notice of which extension(s) to the guarantor is hereby waived.

Should [*Contractor's name and address*] be awarded the contract, this guarantee will

be extended for a further 60 days from the notification of award. It shall be released upon the signing of the contract by the tenderer and upon provision of the requisite performance guarantee.

Any demand in respect of this guarantee should reach the guarantor not later than the above date. We note that you will release the guarantee and notify us of the fact at the latest within 30 days of the expiry of the tender validity period, including any extensions, in accordance with the instructions to tenderers.

Done at , ../../..

Name and first name: On behalf of:

Signature:

[*stamp of the body providing the guarantee*]

*Note: attached to this document, the original guarantee document, issued by the provider.*

**CAPACITY BUILDING AND SUPPLY TO THE SIGOR WEI-WEI DEVELOPMENT SCHEME**

**DRAFT CONTRACT**

**ANNEX VI:**

**RELEVANT DOCUMENTATION**

**ANNEX VIc**

**PERFORMANCE GUARANTEE FORM**

We, the undersigned [Contractor’s *name, company name, address*] , hereby

declare that we will guarantee, as principal debtor:

**Kerio Valley Development Authority**

KVDA Plaza, Oloo street (Eldoret Kenya) Tel / Fax +254 5320633

the payment of Euro\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(10% of contracted price), representing the performance guarantee mentioned in Article 13 Instruction to Tenderer without dispute, on receipt of a first written request from the beneficiary.

We further agree that no change or addition to or other modification to the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee. We hereby waive notice of any such change, addition or modification.

The guarantee will enter into force and take effect from the day of entry into force of the contract and shall be valid for a period of validity of contract and 30 (thirty) days upon final technical approval of the service/s.

We note that you will release the guarantee and notify us of the fact at the latest within thirty days from its release.

Done at , ../../.

Name and first name: On behalf of:

Signature:

[*stamp of the body providing the guarantee*]

**CAPACITY BUILDING AND SUPPLY TO THE SIGOR WEI-WEI DEVELOPMENT SCHEME**

**DRAFT CONTRACT**

**ANNEX VI:**

**RELEVANT DOCUMENTATION**

**ANNEX VId**

**POWER OF ATTORNEY**

please attach here the power of attorney empowering the signatory of the tender and all   
related documentation.

**Signature and stamp** a person or persons authorised to sign on behalf of the tenderer

**Place / Date**

**CAPACITY BUILDING AND SUPPLY TO THE SIGOR WEI-WEI DEVELOPMENT SCHEME**

**DRAFT CONTRACT**

**ANNEX VI:**

**RELEVANT DOCUMENTATION**

**ANNEX VIe)**

**PRE-FINANCING BANK GUARANTEE FORM**

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Bank’s Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Name and Address of Client]*

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_ *[name of Consulting Firm]* (hereinafter called "the Consultants") has entered into Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_\_\_\_\_\_\_\_ with you, for the provision of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_\_\_\_\_\_\_ *[amount in figures]* ( ) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultants, we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ *[amount in figures]* ( ) *[amount in words]*[[1]](#footnote-1)1 upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number \_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the \_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 2\_\_\_,[[2]](#footnote-2)2 whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[signature(s)]*

**CAPACITY BUILDING AND SUPPLY TO THE SIGOR WEI-WEI DEVELOPMENT SCHEME**

**DRAFT CONTRACT**

**ANNEX VII:**

**FORMS**

**ANNEX VIIa - ADMINISTRATIVE COMPLIANCE GRID**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **CAPACITY BUILDING AND SUPPLY TO THE SIGOR WEI-WEI DEVELOPMENT SCHEME**    **CAPACITY BUILDING AND SUPPLY TO THE SIGOR WEI-WEI DEVELOPMENT SCHEME** |  |  |
|  |  |  |
| **Contract title :** | **Publication reference:** | **SIWWIP-04** |
|  |  |  |
|  |  |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | | **1** | | **2** | | **3** | **4** | | | **5** | | **6** | | **7** | | **8** | **9** | **10** | **11** | **12** | **13** | **14** | **15** | **16** |  |
| Tender envelope number | Tenderer name | | Tender submission form  duly completed?  (Yes/No) | | Tender guarantee form  is 2% maximum budget?  (Yes/No) | | Power of attorney?  (Yes/No) | Duly signed self-  declaration stating that  the tenderer is not in any  foreseen situation  appointed in Annex VIId)  and acceptance of “Ethic  clauses”.  (Yes/No) | | | Company profile as  required?  (Yes/No) | | List of services  (Yes/No) | | Economic and financial  standing the same of  max available budget?  (Yes/No) | | Professional and  technical capacity?  (Yes/No) | Certificate ISO 9001  (Yes/No) | Copy of the last three years  Balances duly certificated  (Yes/No) | Self declaration on  “antimafia certificate”?  (Yes/No) | Description of Company  (Yes/No) | Is the tender signed in  each page for  acceptance?  (Yes/No) | Is Each addendum  issued by the Contracting  authority signen in each  page?  (Yes/No) | Bank account form Annex  VIa?  (Yes/No) | Chamber of Commerce  certificate?  (Yes/No) | Overall decision?  (Accept / Reject) |
| 1 |  | |  | |  | |  |  | | |  | |  | |  | |  |  |  |  |  |  |  |  |  |  |
| 2 |  | |  | |  | |  |  | | |  | |  | |  | |  |  |  |  |  |  |  |  |  |  |
|  |  | |  | |  | |  |  | | |  | |  | |  | |  |  |  |  |  |  |  |  |  |  |
|  |  | |  | |  | |  |  | | |  | |  | |  | |  |  |  |  |  |  |  |  |  |  |
|  | | |  | |  | |  | | |  |  | |  | |  | |
| **Chairman name** | | |  | |  | |  | | |  |  | |  | |  | |
| **Chairman's signature** | | |  | |  | |  | | |  |  | |  | |  | |
| **Date** | | |  | |  | |  | | |  |  | |  | |  | |

**CAPACITY BUILDING AND SUPPLY TO THE SIGOR WEI-WEI DEVELOPMENT SCHEME**

**DRAFT CONTRACT**

**ANNEX VII:**

**FORMS**

**ANNEX VIIb**

**TECHNICAL EVALUATION GRID**

|  |  |  |
| --- | --- | --- |
|  | **Maximum** | |
| **Organisation and methodology** |  |  |
| Rationale | 15 |  |
| Strategy | 20 |  |
| Timetable of activities | 10 |  |
| **Total score for organisation and methodology** |  | **45** |
|  |  |  |
| **Key experts** |  |  |
| **Team Leader (Max 25 points)** |  |  |
| Qualifications and skills | 5 |  |
| General professional experience | 8 |  |
| Specific professional experience | 12 |  |
| **Key experts (Max 30 points)** |  |  |
| Qualifications and skills | 5 |  |
| General professional experience | 10 |  |
| Specific professional experience | 15 |  |
| **Total score for Key experts** |  | **55** |
|  |  |  |
| **Overall total score** |  | **100** |

**CAPACITY BUILDING AND SUPPLY TO THE SIGOR WEI-WEI DEVELOPMENT SCHEME**

**ANNEX VIIc**

**SUBMISSION FORM**

Publication reference: **SIWWIP-04**

O**ne signed** tender submission form (including signed statements of exclusivity and availability from all key experts proposed, a completed financial identification form and a completed legal entity file (only for the Leader) as well as declarations from the Leader and all members (in the case of a consortium) must be supplied, together with three copies. 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 economic 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.

Tenders 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

**SUBMITTED by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |
| --- | --- |
|  | **Name(s) and address(es) of legal entity or entities submitting this tender** |
| **Leader** |  |
| **Member** |  |

1. **CONTACT PERSON (for this tender)**

|  |  |
| --- | --- |
| **Name** |  |
| **Position/Title** |  |
| **Organization** |  |
| **Address** |  |
| **Telephone** |  |
| **Fax** |  |
| **e-mail** |  |

1. **DECLARATION(S)**

As part of its tender, each legal entity identified under point 1 of this form, including every consortium member, must submit a signed declaration using the attached format

1. **STATEMENT**

I, the undersigned, Claudio Serrini, being the authorized signatory of the above tenderer (including all consortium members, in the case of a consortium), hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender dossier for the tender procedure referred to above. We offer to provide the services requested in the tender dossier on the basis of the following documents, which comprise our Technical Offer, and our Financial Offer, which is submitted in a separate, sealed envelope:

* Organization & Methodology
* Key experts (comprising a list of the key experts and their CVs)
* Tenderer's declaration (including one from every consortium member, in the case of a consortium)
* Statements of exclusivity and availability signed by each of the key experts
* Completed financial identification form (see Annex VI of the draft contract) providing details of the bank account into which payments under the proposed contract should be made in the event that we are awarded the contract (or the financial identification number or a copy of the financial identification form provided to the Contracting Authority on an earlier occasion, unless a change has occurred in the meantime)
* Completed legal entity file (or the legal entity number allocated alternatively a copy of the legal entity file provided to the Contracting Authority on an earlier occasion, unless a change in the legal status has occurred in the meantime)
* Duly authorized signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorized to do so.
* Documentary proof or statements required under the law of the country where we are established (or each of the companies in case of a consortium), to show that we do not fall into any of the exclusion situations listed in section 2.3.3 of the Practical Guide to contract procedures for EU external actions, and into any of the “cause of exclusion” situations listed in procurement notice and in clause 13 of instructions to tender, “ethic clauses”. This evidence or these documents or statements must carry a date, which is not more than 1 year before the date of submission of the tender. In addition, a statement is furnished stating that the situations described in these documents have not changed since then.
* Documentary evidence of the financial and economic capacity as well as the technical and professional capacity according to the selection criteria specified in the procurement notice.

We recognize that our tender will be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our tender and that we may also be subject to exclusion from other tender procedures and contracts funded by the Kenyan Government and Italian Government.

We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure, unless the Contracting Authority gives its prior approval in writing. We are also aware that the consortium members would have joint and several liability towards the Contracting Authority concerning participation in both the above tender procedure and any contract awarded to us as a result of it.

This tender is subject to acceptance within the validity period stipulated in clause 6 of the Instructions to tenderers. Signed on behalf of the tenderer

|  |  |
| --- | --- |
| Name |  |
| Position/Title |  |
| Signature |  |
| Date |  |

**FORMAT OF THE DECLARATION REFERRED TO IN POINT 3**

**OF THE TENDER SUBMISSION FORM**

**To be submitted on the headed notepaper of the legal entity concerned**

Date :

**Kerio Valley Development Authority**

**KVDA Plaza, Oloo street (Eldoret Kenya)**

**Tel / Fax +254 5320633**

**Your ref: SIWWIP-04**

**Supervision of works and safety coordination in execution phase**

Dear Sir/Madam

**TENDERER'S DECLARATION**

* are submitting this tender < **on an individual basis** \* / **as member of the consortium** led by < name of the leader / ourselves > \* for this contract. We confirm that we are not participating in any other tender for the same contract, whatever the form of the application (as a member - including leader - in a consortium or as an individual Candidate);
* agree to abide by the ethics clauses in Section 2.4.14 of the Practical Guide to contract procedures for EU external actions and, in particular, have no conflict of interests or any equivalent relation in that respect with other tenderers or other parties in the tender procedure at the time of the submission of this tender;
* < have attached a current list of the enterprises in the same group or network as ourselves / are not part of a group or network> \*;
* will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the tender procedure or during the implementation of the tasks;
* fully recognise and accept that we may be excluded from tender procedures and contract, in accordance with the Section 2.3.4 of the Practical Guide to contract procedures for EU external actions, for a maximum period of 5 years from the date on which the infringement is established and up to 10 years in the event of a repeated offence within the 5 years of the above-mentioned date. Furthermore, we acknowledge that, should we made false declarations, committed substantial errors, irregularities or fraud, we shall also be subject to financial penalties representing 2 % to 10 % of the total estimated value of the contract being awarded. This rate may be increased to 4% to 20% in the event of a repeat offence within 5 years of the first infringement;

We recognise that our tender and the expert may be excluded should we propose the same key expert as another tenderer or should we propose a key expert who is engaged in an Kenyan Government and Italian Government financed project where the input from his/her position in that contract could be required on the same dates as his/her activities under this contract.

We understand that if we fail to respond within the delay after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.

Yours faithfully,<Signature of authorised representative of the legal entity >

**< Name and position of authorised representative of the legal entity >**

**STATEMENT OF EXCLUSIVITY AND AVAILABILITY[[3]](#footnote-3)   
PUBLICATION REF: SIWWIP-04**

**CAPACITY BUILDING AND SUPPLY TO THE SIGOR WEI-WEI DEVELOPMENT SCHEME**

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer tenderer name > in the above-mentioned service tender procedure. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included in the event that this tender is successful, namely:

|  |  |  |
| --- | --- | --- |
| **From** | **To** | **Availability** |
| < start of period 1 > | < end of period 1 > | < full time/part time > |
| < start of period 2 > | < end of period 2 > | < full time/part time > |
| < etc > |  |  |

I confirm that I do not have a confirmed engagement2 as key expert in another Kenyan Government and Italian Government-funded project, or any other professional activity incompatible in terms of capacity and timing with the above engagements.

By making this declaration, I understand that I am not allowed to present myself as an expert to any other tenderer submitting a tender to this tender procedure. I am fully aware that if I do so, I will be excluded from this tender procedure, the tenders will be rejected, and I may also be subject to exclusion from other tender procedures and contracts funded by the Kenyan Government and Italian Government.

Additionally I declare that I am not in a situation of conflict of interest or unavailability and commit to inform the tenderer(s) of any change in my situation.

I acknowledge that I have no contractual relations with the Contracting Authority and in case of dispute concerning my contract with the Consultant I shall address myself to the latter and/or to the competent jurisdictions.

[For information I have signed a Statement of Exclusivity and Availability for the following tender(s):

|  |  |  |
| --- | --- | --- |
| **Tender reference** | **Submission  deadline for the  tender** | **Tendered  engagement** |
| < tender reference > | < date > | < full time/part time > |
| < tender reference > | < date > | < full time/part time > |
| < etc > |  |  |

*Should I receive a confirmed engagement I declare that I will accept the first engagement which is offered to me chronologically. Furthermore I will notify the tenderer immediately of my unavailability.][[4]](#footnote-4)*

**Name**

**Signature**

**Date**

**CAPACITY BUILDING AND SUPPLY TO THE SIGOR WEI-WEI DEVELOPMENT SCHEME**

**ANNEX VIId**

**GROUND OF EXCLUSION**

Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract:

1. They are in the conditions as referred to in the Italian Legislative Decree 159/2011 and subsequent modifications and integrations (“Antimafia). Non-Italian tenderers/bidders must provide equivalent certificates, if issuable under their respective national law.
2. They are bankrupt, or being wound up, or are having their affairs administered by the courts, or have entered into an arrangement with creditors, or have suspended their business activities, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
3. They are the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations.
4. They or their directors or partners have been convicted of an offence concerning professional conduct by a judgement which has the force of *res judicata*.
5. They are guilty of grave professional misconduct proven by any means which the contracting authority can justify.
6. They have not fulfilled obligations related to the payment of social security contributions in accordance with the legal provisions of the country where they are established.
7. They have not fulfilled obligations related to the payment of taxes in accordance with the legal provisions of the country where they are established.
8. They are guilty of serious misrepresentation in supplying the information required by the Italian Government (IADC) as a condition of participation in a tender procedure or contract.
9. They have been declared to be in serious breach of contract for failure to comply with obligations in connection with another contract with the IADC or another contract financed with Italian funds.

1. 1 The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client. [↑](#footnote-ref-1)
2. 2 Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.” [↑](#footnote-ref-2)
3. To be completed by all key experts [↑](#footnote-ref-3)
4. The engagement of an expert is confirmed where such expert is committed to work as a key expert under a signed contract financed by the Kenyan Government and Italian Government or where he/she is a key expert in a tender which has received a notification of award. The date of confirmation of the engagement in the latter case is that of the notification of award to the Consultant. [↑](#footnote-ref-4)