



Project: "CAPACITY BUILDING of BIODIVERSITY PRACTITIONERS, SCIENTISTS and
POLICY MAKERS for SUSTAINABLE MANAGEMENT of PROTECTED AREAS and FOREST
ECOSYSTEMS in AFRICA

DEMOCRATIC REPUBLIC of the CONGO

Grant Contract DCI-ENV/2020/416-397

NOTICE OF TENDER (Open call for tenders)

"SUPPLY of Computer and Geomatic Equipment", Democratic Republic of the Congo

Tender Dossier:

A - Instructions to tenderers

B - Draft contract + annexes

- ✓ Annex I "General conditions for supply contracts financed by the EU or the EDF".
- ✓ Annex II "Technical Specifications
- ✓ Annex III "Technical Offer" - to be completed by the tenderer
- ✓ Annex IV "Financial Offer" - to be completed by the tenderer,
- ✓ Appendix V "Specific Forms and/or Relevant Documents

C - Other documents

- ✓ Financial identification form - to be completed by the tenderer
- ✓ Legal entity form - to be completed by the tenderer
- ✓ Tender guarantee - to be completed by the tenderer

D – Tender submission Form + Annex - to be completed by the tenderer

- ✓ Declaration on honour on exclusion criteria - to be completed by the tenderer

Deadline for submission of offers: April 30, 2022

A. INSTRUCTIONS TO TENDERERS

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

These instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the practical guide (available on the internet at: <http://ec.europa.eu/europeaid/prag/document.do>).

1. SUPPLIES TO BE PROVIDED UNDER THIS CONTRACT

The subject of the contract is the supply, delivery, installation of accessories (if necessary) and after-sales service by the contractor, of new Computer and Geomatic Equipment.

This equipment must be available DAP (*Delivered At Place*, Incoterms 2010) maximum 45 days after the signature of the contract, at the ERAIFT headquarters in Kinshasa (DRC).

It must comply without restriction with the technical specifications stipulated in Annex II + III (tender dossier) and shall conform in all respects to the drawings, quantities, models, samples, measurements and other requirements.

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

2. TIMETABLE

| | DATE | TIME |
|---|----------|---------------------------|
| Deadline for requesting clarifications from ERAIFT | 11/04/22 | 8:00 am, Kinshasa time |
| Last day on which ERAIFT will issue clarifications | 22/04/22 | 10:00 am, Kinshasa time |
| Deadline for submission of tenders | 30/04/22 | 12:00 a.m., Kinshasa time |
| Tender opening session | 05/05/22 | 3:00 p.m., Kinshasa time |
| Notification of contract award to tenderers | 12/05/22 | N/A |
| Signature of the contract | 27/05/22 | N/A |

3. PARTICIPATION

Participation in the contract is open on equal terms to natural persons and legal entities (whether they participate individually or as part of a consortium of tenderers) who are established in one of the ACP countries, one of the Member States of the European Union or in a country or territory authorized by the ACP-EC Partnership Agreement under which the contract is financed.

Natural or legal persons who are in one of the situations referred to in sections 2.4 (EU restrictive measures), 2.6.10.1 (exclusion criteria) or 2.6.10.1.2 (exclusion from a procedure) of the PRAG are not entitled to participate in the present tender procedure or be awarded a contract (see D - Tender Form - Annex)

To be eligible to participate in this tender procedure, tenderers must prove to the satisfaction of the contracting authority that they comply with the legal, technical and financial requirements

and have the necessary capacity and sufficient resources to perform the contract effectively (see D - Tender Form).

Subcontracting is not allowed.

4. ORIGIN

In submitting their tender, the tenderer expressly declares that all goods comply with the EU requirements regarding origin and must state the countries of origin. For this purpose, the tenderer may be asked to provide additional information.

5. TYPE OF CONTRACT

The contract is a one-time, unit price contract.

6. CURRENCY

Tenders must be made presented in USD

7. LOTS

The contract is not divided into lots.

8. VALIDITY PERIOD OF THE TENDERS

Each tenderer remains bound by their tender for a period of 30 days from the deadline for submission of tenders.

The successful tenderer remains bound by its tender for an additional 7 days. The additional period is added to the validity period of the tender, regardless of the date of notification.

9. LANGUAGE OF THE TENDERS

Tenders, correspondence and tender-related documents between the tenderer and the contracting authority must be written in French.

10. SUBMISSION OF TENDERS

Tenders must be submitted by the deadline mentioned in the table under point 2 "Timetable".

They must be sent by mail (or by courier such as "DHL"), by registered letter, or hand delivered. In both cases, an acknowledgement of receipt will be signed by the ERAIFT IT Manager.

If tenders are sent by mail or courier, they must be sent to the following address

ERAIFT
Unikin Campus, opposite the Mont Amba Hospital
Municipality of Lemba
P.O. BOX: 15373
Kinshasa, DR Congo

If tenders are hand-delivered to the premises of the contracting authority, they must be delivered to the following address

Mr. Hervé MISHIDI
IT Manager
ERAIFT
Unikin Campus, opposite the Mont Amba Hospital
Kinshasa, DR Congo

Each tender shall be submitted in a single original and must include all documents specified in Section 11 of these instructions.

Each tender, its annexes and all documentary evidence must be submitted in a sealed envelope bearing only

- (a) the above address;
- (b) the reference code for this tender procedure (i.e., the reference number indicated on the first page of this document);
- (c) the words "*Not to be opened until the tender opening session*",
- (d) the name of the tenderer.

The technical and financial offers must be placed together in a sealed envelope. All envelopes must then be placed in another envelope.

11. CONTENT OF THE TENDERS

Failure to comply with the following requirements will constitute an irregularity that may result in the rejection of tenders.

Each tender submitted must comply with the requirements set out in the tender dossier and include:

Part 1: the technical offer:

A detailed description of the proposed goods, as per the template provided (Appendix II + III: Technical Specifications and Technical Offer), including, where applicable, the required documentation, including:

- The list of spare parts and consumables recommended by the manufacturer; and
- A proposal for after-sales service.

Part 2: The financial offer:

A financial offer, calculated on a DAP basis for the proposed goods, as per the template provided (Appendix IV: Breakdown Budget/Financial Offer) including, where applicable:

- A financial proposal for spare parts, consumables, etc.;
- A financial proposal for after-sales service; and
- A financial proposal for any other amount not directly related to the intrinsic value of the product in question (such as, but not limited to, import duties and taxes, entry or import customs clearances, transport costs).

Part 3: Supplementary documents:

To be provided in accordance with the templates provided in the Tender Dossier:

- The "Tender Guarantee Form for a Supply Contract" duly completed (amount of the tender guarantee = USD 10.000)
- The "Tender form for a supply contract" and its Annex "Declaration on honour concerning the exclusion criteria", completed
- The details of the bank account into which payments should be made (financial identification form).
- The legal entity file and related documents

The following must also be provided, in free-text format:

- A description of the guarantee conditions and its organization
- A declaration by the tenderer attesting to the origin of the supplies (or other proofs of origin).

- Duly authorized signature: an official document (articles of association, notarial statement, etc.) proving that the person signing is authorized to do so on behalf of the entity/joint venture/consortium.

Note: Tenderers must respect this order of presentation.

12. TAXES AND OTHER CHARGES

The present contract is exempt from customs duties and VAT (see ERAIFT Seat Agreement).

13. ADDITIONAL INFORMATION BEFORE THE DEADLINE FOR SUBMISSION OF TENDERS

Tenderers may submit their questions in writing to the following address up to 21 days before the deadline for submission of tenders, specifying the publication reference and the contract title: Mr. Hervé MISHIDI, IT Manager at ERAIFT at h.mishidi@eraift-rdc.org

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

Any clarifications to the tender dossier will be published on the website: <https://eraift-rdc.org/> no later than the date specified in the timetable (Article 2).

Any potential tenderers seeking to arrange individual meetings with the contracting authority during the tender period may be excluded from the tendering procedure.

14. CLARIFICATION MEETING/SITE VISIT

No meetings / site visits are planned

15. MODIFICATION OR WITHDRAWAL OF TENDERS

Tenderers may modify or withdraw their tenders by written notification prior to the deadline for submission. No tenders may be modified after the deadline. Withdrawals are unconditional and terminate all participation in the tender procedure.

Any notice of modification or withdrawal must be prepared and submitted in accordance with Section 10. The outer envelope shall be marked "Modification" or "Withdrawal" as appropriate.

No tender may be withdrawn during the period between the deadline for submission of tenders and the expiration of the tender validity period. Withdrawal of a tender during this period will result in forfeiture of the tender guarantee.

16. COSTS OF PREPARING TENDERS

No costs incurred by the tenderer in preparing and submitting the tender will be reimbursed. These costs are to be borne by the tenderer.

17. OWNERSHIP OF TENDERS

All tenders received under this tender procedure remain the property of the contracting authority. Accordingly, tenderers have no right to request that their tenders be returned to them.

18. JOINT VENTURE OR CONSORTIUM

Where the tenderer is a joint venture or consortium of two or more persons, the tender must be a single tender, the purpose of which is to constitute a single contract. Each of these persons must sign the tender and is jointly and severally liable for the tender and any resulting contract. These persons must designate a leader from among themselves who is empowered to commit the joint venture or consortium. The composition of the joint venture or consortium must not be changed without the prior written consent of the contracting authority.

The tender may be signed by the representative of the joint venture or consortium only if he or she has been expressly authorised to do so in writing by the members of the joint venture or consortium and the notarial deed or private deed granting such authorisation must be submitted to the contracting authority in accordance with point 11 of these instructions to tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws

and regulations of each of the parties to the joint venture or consortium, together with the written power of attorney establishing that the signatories to the tender are authorized to enter into commitments on behalf of the members of the joint venture or consortium. Each member of the joint venture or consortium must provide the evidence required in Article 3 as if it were the tenderer itself.

19. OPENING OF THE TENDERS

The purpose of the opening and counting of tenders is to check that tenders are complete, that tender guarantees have been provided, that documents have been properly included and that tenders are generally in order.

The tenders will be opened in public session, strictly limited to the representatives of the companies that tender on the contract, on the date mentioned in the table under point 2 "Timetable" at ERAIFT, located on the Unikin campus, opposite the Centre Hospitalier Mont Amba, Municipality of Lemba, Kinshasa (DRC), by the committee set up for this purpose.

The committee will prepare minutes of the meeting, which will be available upon request.

At the opening of the tenders, the names of the tenderers, the prices of the tenders, written notices of modification and withdrawal, the presence of the required tender guarantee and any other information that the contracting authority deems appropriate may be announced.

After the public opening of tenders, no information relating to the opening, clarification, evaluation and comparison of tenders, and recommendations for award, is disclosed until after the contract has been awarded.

Any attempt by a tenderer to influence the evaluation committee in the procedure for examining, clarifying, evaluating and comparing tenders or to obtain information on the course of the procedure or to influence the contracting authority in its decision concerning the award of the contract will result in the immediate rejection of their tender.

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

20. EVALUATION OF TENDERS

Review of administrative compliance of tenders:

A tender is deemed to comply if it satisfies all the terms, conditions and specifications contained in the tender dossier, without substantial deviation or limitation.

Substantial restrictions or deviations are those which affect the scope, quality or execution of the contract, differ significantly from the terms of the tender dossier, limit the rights of the contracting authority or the tenderer's obligations under the contract, or distort competition for tenderers who have submitted compliant tenders.

If a tender does not conform to the tender dossier, it is immediately rejected and cannot subsequently be made to conform by corrections or by removing deviations or restrictions.

Technical Evaluation:

After the analysis of the tenders deemed administratively compliant, the evaluation committee will decide on the technical compliance of each tender.

In the interest of transparency and equal treatment, and in order to facilitate the review and evaluation of tenders, the evaluation committee may request clarification from each tenderer individually, including the price breakdown. The request for clarification and the response must be in writing, but no changes in the price or content of the tender may be requested, proposed or permitted, except as necessary to confirm the correction of arithmetical errors discovered during the evaluation of the tenders.

Financial Evaluation:

Tenders found to be technically compliant will be checked for arithmetical errors in computation and summation.

Errors will be corrected by the evaluation committee as follows:

- In the event of a discrepancy between the amount in figures and in words, the amount in words will be considered;
- in the event of a discrepancy between a unit price and the total amount obtained by multiplying the unit price by the quantity, the unit price as quoted will be considered.

The corrected amounts will be binding on the tenderer. If the tenderer does not accept them, the tender will be rejected.

The purpose of the financial evaluation is to identify the tenderer offering the lowest price.

Award Criteria:

The compliant tender that offers the best price-quality ratio will be selected.

Documentary evidence for exclusion and selection criteria

At any time during the procurement procedure and before the award of the contract, the contracting authority may request documentary evidence on compliance with the exclusion and selection criteria (financial, economic, technical and professional capacity) set out in these instructions. Please note that a request for evidence does not mean that the tenderer has been selected. All tenderers are encouraged to prepare the documentary evidence in advance, as they may be requested to provide them at short notice. In any case, the tenderer proposed by the evaluation committee for award of the contract will be asked to provide this evidence at short notice. (Note: this does not apply to the documents required in the "D-Tender Form", which must be provided at the time of submission of the tender).

Where applicable, with respect to the exclusion criteria, tenderers should be able to provide the documentary evidence or statements required by the national legislation of the country in which the company (or each of the companies in the case of a consortium) is established to demonstrate that they do not fall into one of the exclusion situations referred to in section 2.6.10.1 of the PRAG.

This evidence, documents or statements must be dated, no more than one year before the date of submission of the tender.

The above-mentioned documents must be submitted for each member of a joint venture/consortium and each capacity-providing entity.

Where the documentary evidence provided are in an official language of the European Union other than the language of the procedure, it is strongly recommended that a translation into the language of the procedure be provided to facilitate the evaluation of the documents.

Failure to submit valid documentary evidence at the request of the contracting authority within the deadline set by the latter may lead to the rejection of the tender for the award of the contract, unless the tenderer can justify this failure on the grounds of material impossibility.

If the successful tenderer does not provide the documentary evidence or statement or if it is found that he has submitted false information, the award will be considered null and void. In this case, the contracting authority may award the contract to the second lowest tenderer or cancel the tender procedure.

Privacy

The tender procedure, from the end of the opening session until the signing of the contract by both parties, is strictly confidential. The members of the evaluation committee are bound to secrecy.

In particular, the evaluation reports and written minutes are for internal use only and must not be communicated to the tenderers or to any party, except the European Commission.

21. NOTIFICATION OF AWARD

By submitting a tender, each tenderer agrees to be notified of the outcome of the procedure electronically. This notification is deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.

The contracting authority will inform all tenderers of the award decision simultaneously and individually. Tender guarantees will be returned to unsuccessful tenderers once the contract has been signed. The successful tenderer will be informed in writing that their tender has been successful (notification of award).

22. SIGNATURE OF THE CONTRACT

The contracting authority reserves the right to modify the quantities provided for in the tender by plus or minus 5% at the time of the award of the contract and during the period of validity of the contract. The increase or reduction in the total value of the supplies resulting from this change may not exceed 10% of the amount of the original financial offer. The unit prices quoted in the tender will be used.

Within 7 days of receipt of the signed contract by the contracting authority, the successful tenderer must sign and date the contract and return it to the contracting authority. Upon signing the contract, the successful tenderer becomes the contractor and the contract comes into force.

If it fails to sign and return the contract and any financial guarantee required within 7 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.

23. TENDER GUARANTEE

A tender guarantee is required. This guarantee is set at USD 10,000 and must be submitted in the form specified in the annex to the tender dossier. It must remain valid for at least 30 days beyond the tender validity period. Tender guarantees provided by unsuccessful tenderers are returned with the letter to unsuccessful tenderers. The tender guarantee provided by the successful tenderer shall be released at the time of contract signing.

24. ETHIC CLAUSES/BRIBERY PRACTICES

The contracting authority reserves the right to suspend or cancel the procedure where it is found that the contract award procedure was vitiated by substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

25. CANCELLATION OF THE TENDER PROCEDURE

In the event of cancellation of a tender procedure, tenderers shall be notified by the contracting authority.

If the tender is cancelled before the tender opening session, the sealed envelopes are returned to the tenderers unopened.

In no event shall the contracting authority be liable for any damages whatsoever including, but not limited to, compensation for lost profits, in any way related to the cancellation of a tender, even if it has been advised of the possibility of injury. The publication of a contract notice does not commit the contracting authority to carry out the advertised program or project.

26. APPEALS

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint prior to the contract signing date as specified in the timetable. See Section 2.12. of the PRAG.

27. DATA PROTECTION

Processing of personal data related to this procedure by the contracting authority shall be carried out in accordance with the national legislation of the State of the contracting authority and in accordance with the provisions of the relevant financing agreement.

28. EARLY DETECTION AND EXCLUSION SYSTEM

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

B. DRAFT CONTRACT INCLUDING APPENDICES

SUPPLY CONTRACT NO. XXXX

Between

ERAIFT

("the Client"),

on the one hand,

and

<Full official name of contractor>

<Full official address>

[<VAT number/business number>],

(the "Contractor"),

on the other hand,

agreed on the following:

**Project: "CAPACITY BUILDING of BIODIVERSITY
PRACTITIONERS, SCIENTISTS and POLICY MAKERS for
SUSTAINABLE MANAGEMENT of PROTECTED AREAS and
FOREST ECOSYSTEMS in AFRICA**

DEMOCRATIC REPUBLIC of the CONGO

Grant Contract DCI-ENV/2020/416-397

**TITLE OF THE CONTRACT:
"Supply of Computer and Geomatic Equipment",
Democratic Republic of the Congo**

(1) Subject

The subject of this contract is the supply, delivery, installation of accessories (if necessary) and after-sales service by the contractor, of new Computer and Geomatic Equipment.

The equipment related to the subject matter of the contract is as detailed in the technical offer submitted by the Contractor and attached as an appendix to this contract.

This equipment should be available DAP, at the ERAIFT headquarters, in Kinshasa (DRC).

(2) Delivery times

The Contractor agrees to deliver the supplies (DAP) no later than 45 days after advance payment upon ordering.

For each 10 calendar day-delay in the delivery timetable submitted with the technical offer, a penalty of 1% of the contract value shall be applied, up to a maximum of 10% of the contract value.

(3) Origin

A certificate of origin of the goods shall be provided by the Contractor, at the latest at the same time as their application for acceptance of the supplies. Failure to comply with this requirement may result in termination of the contract.

(4) Contract value and payment terms

The contractor will receive USD **XXX** for the performance of this contract.

Payments will be made in accordance with the following provisions:

- 30% of the total value of the contract upon signature of the contract, i.e. an amount of **XXX** USD, upon presentation of an invoice
- 70% upon delivery, i.e. an amount of **XXX USD**, upon presentation of an invoice

As a reminder, the contract is exempt from customs duties and Value Added Tax.

Payments will be made by transfer to the bank account mentioned in the Financial Identification Form (see Annex V)

Any bank charges shall be borne by the Contractor.

The Contractor shall pay all taxes, fees, and other charges, if any, payable by the Contractor in the performance of this Agreement.

(5) Responsibilities and insurance

The Contractor assumes all risk in the goods until delivery DAP to ERAIFT headquarters in Kinshasa, DRC.

The supplies are delivered in packaging that prevents damage or deterioration during transit until they reach their destination. The packaging becomes the property of the Customer.

Each delivery shall be accompanied by a document prepared by the Contractor showing the date of delivery, the contract reference number, the Contractor's identification and details of the supplies delivered.

(6) Verification operations

During the delivery of the supplies and before their reception, the Customer has the possibility to

- ✓ order the removal from the place of receipt, within the time limit(s) indicated in the order given, of all supplies which are definitely recognized as not complying with the contract;
- ✓ order their replacement with compliant supplies;
- ✓ decide, after an adversarial examination recognizing the final responsibility of the Contractor, that any work performed, property furnished or material used by the Contractor does not conform to the contract or that the supplies, in whole or in part, do not meet the requirements of the contract

(7) Reception of equipment

The reception of the equipment will be done in the presence of the IT Manager of ERAIFT.

The Contractor shall notify the Customer 15 days prior to the scheduled delivery date of the supplies.

Acceptance shall be made after verification of the conformity of the supplies to the technical specifications, including successful functional test, of the supplies delivered.

(8) Warranty obligation

The Contractor warrants that all supplies are free from defects resulting from their design, materials used or workmanship.

The implementation of the guarantee of conformity and hidden defects is subject to the fact that these defects and faults must be contradictorily ascertained and recognized as being effectively attributable to the Contractor. The Customer shall provide all evidence of the reality of the defects or faults found. The Customer shall give the Contractor every opportunity to ascertain such defects or faults and to remedy them. The Client shall refrain from intervening in the Products.

The Customer shall comply, under his sole responsibility, with the instructions given by the Contractor concerning the handling, use, storage, transport, installation and maintenance of the products as well as with good practice and technical instructions.

The warranty is excluded in the event of: (a) defects and deterioration caused by natural wear and tear or by an external accident; (b) modification of the product not foreseen or specified by the Contractor; (c) defects and/or deterioration caused by a lack of compatibility with products not supplied by the Contractor; (d) failure of the Customer to comply with the instructions for handling, installation, use and maintenance of the products and with the rules of the trade; and (e) force majeure or similar events.

Subsequent details shall be specified according to the supplies covered by this contract, in accordance with the requirements of the Technical Appendix to the tender dossier.

The warranty shall cover the repair or exchange by the Contractor of parts or supplies having a manufacturing and/or material defect and the labor corresponding to these operations.

This warranty remains valid for the shorter of the two periods between: minimum 12 months after commissioning and minimum 18 months after delivery.

(9) Failure to perform

In case of failure to perform, the injured party has the right to resort to the following measures:

- ✓ Claim for compensation; and/or
- ✓ Termination of the contract after a formal notice has remained without effect for 30 days following receipt by the defaulting party of the formal notice

(10) Hierarchical order of contractual documents

The following documents are considered integral parts of this contract in the following hierarchical order:

- the present contract;
- the technical offer (Annex I)
- the financial offer (Annex II),
- specific forms or relevant documents (Appendix III).

The various documents constituting the contract shall be considered mutually explicit; in case of ambiguities or discrepancies, these documents shall be applied in the above hierarchical order.

(11) Amendment of the contract

Any amendment to this contract must be drafted in writing.

Mail should be sent to the above-mentioned addresses.

(12) Subcontracting / assignment

Subcontracting is not allowed

No transfer is allowed

(13) Force Majeure

If a Party is prevented or delayed from performing its obligations under this Contract by an event of force majeure, the Affected Party shall not be in breach of this Contract and the time for performance of such obligations shall be extended accordingly. The time for performance of the corresponding obligations of the other party shall be extended to the same extent as that of the Affected Party.

If an event of force majeure continues for more than three (3) months, the Customer may terminate this contract.

For the purposes of this Article, "force majeure" shall mean any unforeseeable event beyond the control of the parties which they cannot overcome despite their diligence, such as natural disasters, strikes, lockouts or other labor disputes, acts of the enemy declared or undeclared war, blockade, insurrection, riot, epidemic, landslide, earthquake, storm, lightning, flood, scourge, computer attack, civil commotion, explosion, governmental or regulatory restrictions. A decision by the European Union to suspend cooperation with the partner country is considered force majeure when it implies the suspension of funding for this contract.

(14) Cancellation

In case of failure of one of the parties to fulfill its obligations, the contract may be terminated after prior notice, without prejudice to the compensation for damages caused in the event.

This Contract may be terminated by operation of law, at the Customer's initiative and without prior written notice from the Customer, in the event of proven incompetence on the part of the Contractor.

Termination or expiration of this Contract is without prejudice to the vested rights of either party as of the date of termination or expiration.

(15) Settlement of disputes

Any dispute between the parties arising out of or in connection with the contract which cannot be settled otherwise than amicably shall be submitted to the exclusive jurisdiction of the courts of the Democratic Republic of the Congo.

Done in French in two (2) original copies

For the Contractor

Name:

Function:

Signature:

For the Client

Name : Baudouin MICHEL

Position : Director of ERAIFT

Signature:

Date:

Date:

* * *

Appendix I: Technical Offer

[To be completed with the technical offer of the contractor]

Appendix II: Breakdown of the budget

[To be completed with the financial offer of the contractor]

Appendix III: Specific forms or relevant documents

[To be completed with other relevant documents, if applicable].

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

Title of the contract: "Supply of Computer and Geomatic Equipment

Publication reference: ER/BM/HM/350/AAOO/2022

Tenders must complete the following table (p3, 4 and 5)

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

(NB: Column 5 is reserved for the evaluation committee)

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

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

| 1 Item number | 2 Required specifications | 3 Offered specifications | 4 Notes, remarks, Documentation reference | 5 Evaluation Committee Notes |
|---------------------|--|-----------------------------|---|------------------------------------|
| 1 | PORTABLE PC : Configuration : CPU Intel Core I5 / RAM 8 Gb / Hard disk 500Gb /Licence Windows 11 /Licence Office 2019, light on the keyboard, Azerty keyboard with numeric keypad | | | |
| 2 | PORTABLE PC : Configuration: CPU Intel Core I7 / RAM 8GB / Hard drive 1TB / Windows 11 license / Office 2019 license, light on the keyboard, from 8th Gen, Azerty keyboard with numeric keypad | | | |
| 3 | Keyboard : Wired, USB, QWERTY | | | |
| 4 | Mouse : Wireless, Optical 1000ppp, 3 Buttons + scroll wheel | | | |
| 5 | Server : Configuration : CPU from 3.10GHz / RAM 16Go / Hard disk 1Tb / No operating system. (Basic configuration to be modified at the time of the order at the level of the CPU, the memory, the hard disk and the DVD drive) | | | |
| 6 | NAS Features: 12-bay enclosure | | | |

| 1 Item number | 2 Required specifications | 3 Offered specifications | 4 Notes, remarks, Documentation reference | 5 Evaluation Committee Notes |
|--|---|---|--|---|
| 7 | Hard Disk (For NAS): Features: 10TB, SATA3, 5900rpm, NAS optimized model | | | |
| 8 | Ethernet switch with POE power supply : Features : 28 Gogabits ports, manageable from a web browser | | | |
| 9 | STABILIZER: For server and network equipmentFeatures : 20 KVA | | | |
| 10 | Extension cord: Characteristics: 10 meters, 6 outlets, | | | |
| 11 | Printers : B/W Multifunction with A4 and A3 printing | | | |
| 12 | Cartridges : For B/W printer | | | |
| 13 | Printers : Color Multifunction with A4 and A3 printing | | | |
| 14 | Cartridge : Color printer | | | |
| 15 | Laser Pointer : Optical | | | |

| 1 Item number | 2 Required specifications | 3 Offered specifications | 4 Notes, remarks, Documentation reference | 5 Evaluation Committee Notes |
|---------------------|---|-----------------------------|---|------------------------------------|
| 16 | Wifi access point : Outdoor and Indor | | | |
| 17 | Thermoflash : Any | | | |
| 18 | Split 12000BTU | | | |
| 19 | Split 9000BTU | | | |
| 20 | Split 24000BTU | | | |
| 21 | Anti Plagiarism Software License: Online and Offline | | | |
| 22 | External hard drive 1TB | | | |
| 23 | Roll of UTP RJ45 cable : | | | |
| 24 | VGA - VGA cable : | | | |
| 25 | HDMI cable - HDMI : | | | |
| 26 | KIT Tools IT: | | | |
| 27 | Pairs of shareable cables for PC: With USB power supply | | | |
| 28 | Flash disk : 16 Go | | | |

| 1 Item number | 2 Required specifications | 3 Offered specifications | 4 Notes, remarks, Documentation reference | 5 Evaluation Committee Notes |
|---------------------|---|-----------------------------|---|------------------------------------|
| 29 | Video Projector: With VGA, HDMI input | | | |
| 30 | Camera: With VGA, HDMI input | | | |
| 31 | Extension cord : 25 meters | | | |
| 32 | Sound Kit : With Mixer from 8 tracks, 4 speakers, 4 wireless conference microphones, 4 wireless walkman microphones | | | |
| 33 | Professional Headset for call Zoom, Skype,.... : | | | |
| 34 | Course management and deliberation software | | | |
| 35 | Screen: Feature: 23-inch diagonal, Full HD (1920 x 1080 resolution), 30 Watts maximum power consumption | | | |
| 36 | Plotter": Features: Securely, efficiently and accurately run quality CAD and GIS applications up to 44 inches (1118 mm) | | | |
| 37 | Cartridges and Printhead : For Plotter or Plotter " Characteristics : black matte ink | | | |

| 1 Item number | 2 Required specifications | 3 Offered specifications | 4 Notes, remarks, Documentation reference | 5 Evaluation Committee Notes |
|---------------------|---|-----------------------------|---|------------------------------------|
| 38 | Coated Paper Rolls : For the plotterFeatures : Coated Paper A0 90g | | | |
| 39 | Cables rolls : Characteristics : RJ45 FTP Grey, 100 meters | | | |
| 40 | Ducting : Characteristics : 2m x 90mm, white color | | | |
| 41 | Sockets to be assembled : Characteristics : RJ45, Mosaic series | | | |
| 42 | Horizontal plate and double bracket : Features : Mosaic series | | | |
| 43 | GPS : Features : Any | | | |
| 44 | GPS Pencil Battery Pack : Features : Duracell | | | |
| 45 | External Hard Disk : Characteristics : 4Tb | | | |

ANNEX IV: BUDGET BREAKDOWN (Model Financial Offer)

Title of the contract: "Supply of Computer and Geomatic Equipment

Publication reference: ER/BM/HM/350/AAOO/2022

NAME OF TENDERER: < name>

| A | | | C | D | E |
|------------------------|--|----------------------|---|---|----------------------|
| ITEM NUMBER | Required specifications | QUANTIT Y | TENDERER'S PROPOSED SPECIFICATIONS (INCLUDING BRAND/MODEL) | UNIT COSTS INCLUDING DELIVERY [DAP].¹ ERAIFT HEADQUARTERS, KINSHASA USD | TOTAL USD |
| 1 | PORTABLE PC : Configuration : CPU Intel Core I5 / RAM 8 Gb / Hard disk 500Gb /Licence Windows 11 /Licence Office 2019, light on the keyboard, Azerty keyboard with numeric keypad | 15 | | | |
| 2 | PORTABLE PC : Configuration: CPU | 17 | | | |

¹ [DAP (Delivered to Place of Destination)] - Incoterms 2020, International Chamber of Commerce <http://www.iccwbo.org/incoterms/> .

| | | | | | |
|----------|--|-----------|--|--|--|
| | Intel Core I7 / RAM 8GB / Hard drive 1TB / Windows 11 license / Office 2019 license, light on the keyboard, from 8th Gen, Azerty keyboard with numeric keypad | | | | |
| 3 | Keyboard : Wired, USB, QWERTY | 17 | | | |
| 4 | Mouse : Wireless, Optical 1000ppp, 3 Buttons + scroll wheel | 32 | | | |
| 5 | Server : Configuration : CPU from 3.10GHz / RAM 16Go / Hard disk 1Tb / No operating system . (Basic configuration to be modified at the time of the order at the level of the CPU, the memory, the hard disk and the DVD drive) | 2 | | | |
| 6 | NAS Features: 12-bay enclosure | 2 | | | |

| | | | | | |
|-----------|---|-----------|--|--|--|
| 7 | Hard Disk (For NAS): Features: 10TB, SATA3, 5900rpm, NAS optimized model | 6 | | | |
| 8 | Ethernet switch with POE power supply : Features : 28 Gogabits ports, manageable from a web browser | 4 | | | |
| 9 | STABILIZER CONVERTER: For server and network equipmentFeatures : 20 KVA | 2 | | | |
| 10 | Extension cord: Characteristics: 10 meters, 6 outlets, | 26 | | | |
| 11 | Printers : B/W Multifunction with A4 and A3 printing | 1 | | | |
| 12 | Cartridges : For B/W printer | 15 | | | |
| 13 | Printers : Color Multifunction with A4 and A3 printing | 1 | | | |

| | | | | | |
|-----------|---|-----------|--|--|--|
| 14 | Cartridge : Color printer | 15 | | | |
| 15 | Laser Pointer : Optical | 3 | | | |
| 16 | Wifi access point : Outdoor and Indor | 8 | | | |
| 17 | Thermoflash : Any | 5 | | | |
| 18 | Split 12000BTU | 7 | | | |
| 19 | Split 9000BTU | 10 | | | |
| 20 | Split 24000BTU | 4 | | | |
| 21 | Anti-Plagiarism Software License: Online and Offline | 10 | | | |
| 22 | External hard drive 1TB | 20 | | | |
| 23 | Roll of UTP RJ45 cable : | 4 | | | |
| 24 | VGA - VGA cable : | 15 | | | |
| 25 | HDMI cable - HDMI : | 15 | | | |
| 26 | KIT Tools IT: | 1 | | | |
| 27 | Pairs of shareable cables for PC: With USB power supply | 4 | | | |

| | | | | | |
|-----------|--|------------|--|--|--|
| 28 | Flash disk : 16 Go | 100 | | | |
| 29 | Video Projector: With VGA, HDMI input | 5 | | | |
| 30 | Camera: With VGA, HDMI input | 4 | | | |
| 31 | Extension cord : 25 meters | 10 | | | |
| 32 | Sound Kit : With Mixer from 8 tracks, 4 racks, 4 wireless conference microphones, 4 wireless walkman microphones | 1 | | | |
| 33 | Professional Headset for call Zoom, Skype,.... : | 15 | | | |
| 34 | Course management and deliberation software | 2 | | | |
| 35 | Screen: Feature: 23-inch diagonal, Full HD (1920 x 1080 resolution), 30 Watts maximum power consumption | 7 | | | |
| 36 | Plotter": Features: Securely, efficiently and accurately | 1 | | | |

| | | | | | |
|-----------|--|-----------|--|--|--|
| | run quality CAD and GIS applications up to 44 inches (1118 mm) | | | | |
| 37 | Cartridges and Printhead : For Plotter or Plotter " Characteristics : black matte ink | 10 | | | |
| 38 | Coated Paper Rolls : For the plotterFeatures : Coated Paper A0 90g | 10 | | | |
| 39 | Cable reels : Characteristics : RJ45 FTP Grey, 100 meters | 2 | | | |
| 40 | Ducting : Characteristics : 2m x 90mm, white color | 5 | | | |
| 41 | Sockets to be assembled : Characteristics : RJ45, Mosaic series | 10 | | | |
| 42 | Horizontal plate and double bracket : Features : Mosaic series | 5 | | | |
| 43 | GPS : Features : Any | 20 | | | |

| | | | | | |
|-----------|--|-----------|--|--------------|--|
| 44 | Crayon or GPS battery pack : Features : Duracell | 10 | | | |
| 45 | External Hard Disk : Characteristics : 4Tb | 5 | | | |
| | | | | TOTAL | |

TENDER GUARANTEE FORM

To be completed on the letterhead of the financial institution

For the attention: <address of contracting authority> hereinafter referred to as the "contracting authority"

< Date>

Title of the contract: "Supply of Computer and Geomatic Equipment

Publication reference: ER/BM/HM/350/AAOO/2022

We, the undersigned, < name and address of financial institution> hereby irrevocably declare that we guarantee, as primary obligor, and not only as joint and several surety on behalf of < tenderer's name and address >, the payment to the contracting authority of USD 10,000, representing the guarantee referred to in article 11 of the Instructions to Tenderers.

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

We note that the guarantee will be released at the latest within 45 days of the expiry of the tender validity period, including any extensions, in accordance with Article 8 of the Instructions to tenderers.

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

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

Name: Position:

Signature:

Date:



THIS FORM MUST BE COMPLETED, SIGNED AND ACCOMPANIED BY A COPY OF THE
OFFICIAL DOCUMENTS (TRADE REGISTER(S), OFFICIAL JOURNAL, VAT REGISTRATION,
ETC.) JUSTIFYING THE DATA INDICATED

LEGAL ENTITY

PRIVACY STATEMENT http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_fr.cfm#fr

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

PRIVATE/PUBLIC ENTITY WITH A LEGAL FORM

| | | | |
|--|--|--------------------------|--------------------------|
| OFFICIAL NAME ① | <input type="text"/> | | |
| | <input type="text"/> | | |
| | <input type="text"/> | | |
| TRADE NAME (if different) | <input type="text"/> | | |
| | <input type="text"/> | | |
| ABBREVIATION | <input type="text"/> | | |
| LEGAL FORM | <input type="text"/> | | |
| TYPE | FOR RECREATIONAL PURPOSES <input type="checkbox"/> | | |
| NON-PROFIT ORGANIZATION <input type="checkbox"/> | ② <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | OR INON <input type="text"/> | | |
| MAIN REGISTER NUMBER ③ | <input type="text"/> | | |
| | <input type="text"/> | | |
| SECONDARY REGISTRY NUMBER (if applicable) | | | |
| LOCATION OF THE MAIN REGISTRATION | CITY | <input type="text"/> | |
| | COU NTRY | <input type="text"/> | |
| DATE OF THE MAIN RECORD | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| | JJ | AAA | MMA |
| VAT NUMBER | <input type="text"/> | | |
| ADDRESS OF THE HEAD OFFICE | <input type="text"/> | | |
| | <input type="text"/> | | |
| POSTAL CODE | <input type="text"/> | MAILBOX | <input type="text"/> |
| | | CITY | <input type="text"/> |
| COU NTRY | <input type="text"/> | PHONE | <input type="text"/> |
| EMAIL | <input type="text"/> | | |

DATE

STAMP

SIGNATURE OF AUTHORIZED REPRESENTATIVE

① National name and its translation into EN or FR, if applicable.

② NGO = Non-Governmental Organization, fill in for non-profit organizations.

③ The registration number in the national business register. See the table of corresponding names by country.

TABLE WITH CORRESPONDING FIELD DENOMINATION BY COUNTRY

| ISO CODE | MAIN REGISTRATION NUMBER |
|----------|--|
| AT | Firmenbuchnummer (FN) ZentraleVereinregister (ZVR-Zahl) Ordnungsnummer |
| BE | Company number Ondernemingsnummer Unternehmensnummer |
| BG | Булстат (Bulstat Code) Единен идентификационен код (ЕИК/ПИК) Unified Identification Code (UIC) |
| CY | Αριθμός Εγγραφής Αριθμός Μητρώου |
| CZ | Identifikační číslo (IČO) |
| FROM | Handelsregister Genossenschaftsregister (Firm number) Vereinsregister (Vereins number) Number of the partnership (Partnerschaftsregister) |
| DK | Det central virksomhedsregister (CVR-nummer) |
| EE | Registrikood |
| ES | HOJA number |
| FI | Yrityksen yhteisötunnus (Y-tunnus) Företags- och organisationsnummer (FO-nummer) Business Identity code (Business ID) |
| EN | Registration in the Trade and Companies Register (RCS) Computerized Business Directory System (SIRENE) |
| GB | Company number |
| GR | ΑΡΙΘΜΟΣ Γ.Ε.ΜΗ (Γενικού Εμπορικού Μητρώου) Αριθμός Αριθμός Έμπορος Αθηνών (Δ.Σ.Α) |
| HR | Matični broj subjekta(MBS) Pod registarskim Brojem Matični broj obrta (MBO) Registarski Broj kakladnog |
| HU | Cégjegyzékszám |
| IE | Company number Grouping registration number in Ireland |
| IT | Repertorio Economico Amministrativo (REA) |
| LT | Kodas |
| LU | Commercial Register RCS Registration number Handelsregisternummer |
| LV | Vienotais Reģistrācijas Numurs |

| | |
|-----------|--|
| MT | Registration number Register of Voluntary Organisation (Identification number) |
| NL | Kamer van Koophandel (KvK-nummer) Dossiernummer |
| PL | REGON |
| PT | Numero de identificaçao de pessoa colectiva (NIPC) |
| RO | Numar de ordine in registrul comertului Numarul inscrierii in registrul special |
| SE | Organisationsnummer |
| IF | Matična številka |
| SK | Identifikačné číslo (ICO) |



FINANCIAL SIGNAGE

PRIVACY STATEMENT http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_fr.cfm#fr

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

| <u>BANK DETAILS</u> ① | | | |
|---|---------------------------------------|-------------------|--|
| ACCOUNT NAME ② | | | |
| IBAN/ACCOUNT NUMBER ③ | | | |
| DEVICE | | | |
| THE AGENCY ④ | | BIC/SWIFT CODE OF | |
| NAME OF THE BANK | | | |
| ADDRESS OF THE BANK BRANCH | | | |
| STREET AND NUMBER | | | |
| CITY/POSTAL | | CODE | |
| COUNTRY | | | |
| <u>ACCOUNT HOLDER DATA</u> | | | |
| AS DECLARED TO THE BANK | | | |
| ACCOUNT HOLDER | | | |
| STREET AND NUMBER | | | |
| CITY/POSTAL | | CODE | |
| COUNTRY | | | |
| NOTE | | | |
| AGENCY STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤ | DATE (required) | | |
| | ACCOUNT HOLDER'S SIGNATURE (required) | | |

① Please provide the contact information for the final bank, not the intermediate bank.

② This does not refer to the type of account. The account name is usually the name of the account holder.
However, it is possible for the client to change the name of the bank account.

③ Please indicate the IBAN (International Bank Account Number) if it exists in the country where your bank is established

④ Only for USA (ABA code), Australia/New Zealand (BSB code) and Canada (transit code).
Does not apply to other countries.

⑤ It is best to attach a copy of a RECENT bank statement. Please note that the bank statement must include all of the information listed above under "ACCOUNT TITLE", "ACCOUNT/IBAN NUMBER" and "BANK NAME".

If a statement is attached, the bank's stamp and signature are not required. The account holder's signature and date are ALWAYS required.

Declaration on honor on the exclusion criteria

[The] undersigned [*name of person signing this form*]:

| | |
|---|---|
| <i>(only for natural persons)</i> representing himself/herself | <i>(only for legal entities)</i> representing the following legal entity: |
| Identity card or passport number: ("the person") | Full official name: Official legal form: Legal registration number: Complete official address: VAT registration number: ("the person") |

The person is not required to submit the declaration regarding exclusion criteria if it has already been submitted for another award procedure of the same contracting authority, provided that the situation has not changed and that the period of time that has elapsed since the date of the declaration does not exceed one year.

In such cases, the signatory declares that the person has already provided the same declaration regarding the exclusion criteria for a previous procedure and confirms that there has been no change in his/her situation:

| Date of the declaration | Complete reference of the previous procedure |
|-------------------------|--|
| | |

I - SITUATIONS OF EXCLUSION CONCERNING THE PERSON OR THE COMPANY

| I declare that the above mentioned person/company is not in one of the following situations: | YES | NO |
|---|--------------------------|--------------------------|
| a) Be in a state of bankruptcy or be the subject of insolvency or liquidation proceedings, be placed under administration of my assets, have entered into a preventive composition, be in a state of cessation of activities, | <input type="checkbox"/> | <input type="checkbox"/> |
| b) To have been convicted by a final court judgment or an administrative decision concerning the fulfilment of my obligations regarding the payment of taxes or social security contributions, | <input type="checkbox"/> | <input type="checkbox"/> |
| c) Have been convicted by a final court judgment or administrative decision of gross professional misconduct by having violated applicable statutory or regulatory provisions or the ethical standards of my profession, or by having committed gross negligence, including in particular any of the following conduct: | | |
| i. fraudulent or negligent misrepresentation of the absence of grounds for exclusion or compliance with eligibility or selection criteria; | <input type="checkbox"/> | <input type="checkbox"/> |
| ii. entering into an agreement with others to distort competition; | <input type="checkbox"/> | <input type="checkbox"/> |
| iii. infringement of intellectual property rights; | <input type="checkbox"/> | <input type="checkbox"/> |
| iv. attempt to influence the decision making process of the contracting authority during the award procedure; | <input type="checkbox"/> | <input type="checkbox"/> |

| | | |
|--|--------------------------|--------------------------|
| v. Attempting to obtain confidential information that could give him/her an unfair advantage in the award process ; | <input type="checkbox"/> | <input type="checkbox"/> |
| d) It has been established by a final judgment that the person/company is guilty of any of the following: | | |
| i. fraud to the detriment of the EU's financial interests | <input type="checkbox"/> | <input type="checkbox"/> |
| ii. corruption | <input type="checkbox"/> | <input type="checkbox"/> |
| iii . behaviors related to a criminal organization | <input type="checkbox"/> | <input type="checkbox"/> |
| iv . money laundering or financing of terrorism | <input type="checkbox"/> | <input type="checkbox"/> |
| v. terrorist offences or offences related to terrorist activities | <input type="checkbox"/> | <input type="checkbox"/> |
| vi. child labor or other human trafficking offenses | <input type="checkbox"/> | <input type="checkbox"/> |
| I declare that, for the above situations, in the absence of a final court judgment or final administrative decision, I/the company : | | |
| i. is subject to ongoing audits or investigations | <input type="checkbox"/> | <input type="checkbox"/> |
| ii. is subject to non-final judgments or administrative decisions, including disciplinary action by the appropriate professional conduct body; | <input type="checkbox"/> | <input type="checkbox"/> |
| iii. is aware that I/the company am/is under investigation by the European Anti-Fraud Office (OLAF) | <input type="checkbox"/> | <input type="checkbox"/> |

II - EXCLUSION OF NATURAL OR LEGAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON AND BENEFICIAL OWNERS

Applies to corporate officers

| Declares that a natural or legal person who is a member of the administrative, management or supervisory body is in one of the following situations | YES | NO | Not applicable |
|---|--------------------------|--------------------------|--------------------------|
| i. Serious professional misconduct | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ii. Fraud, corruption or other criminal offence | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| iii. Serious failures in the performance of a contract | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| iv. Creating an entity with the intent to evade legal obligations | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

III - CORRECTIVE MEASURES

If one of the above-mentioned exclusion situations is confirmed, it is allowed to indicate the corrective measures taken to remedy the exclusion situation (e.g. personnel measures taken to

avoid recurrence, compensation for damage, payment of overdue fines or taxes, etc.). Relevant documentary evidence must be provided. A recent extract from the criminal record may also be shared.

The above-mentioned person/company must immediately inform the contracting authority of any change in the declared situation.

The above-mentioned person/company is liable to be rejected from the present procedure and is subject to administrative sanctions (exclusion or financial penalty) if it is established that false declarations have been made or false information has been provided to participate in the present procedure.

Full name

Date

Signature

D. TENDER FORM FOR A SUPPLY CONTRACT

Title of contract: "Supply of Computer and Geomatic Equipment

Publication reference: ER/BM/HM/350/AAOO/2022

< **Place and Date** >

A:

ERAIFT

Unikin Campus, opposite the Mont Amba Hospital, Municipality of Lemba

Kinshasa

Democratic Republic of the Congo

The form must include a **declaration signed by each legal entity** submitting this tender (see "Tenderer's Declaration" below).

Documents attached to the tender form (e.g., declarations, proofs, etc.) may be submitted in original or copy form. If you provide copies, the originals must be provided to the contracting authority if requested. **The only exception is the declaration on honor regarding the exclusion criteria (see annex), for which a signed original must be submitted.** For economic and ecological reasons, we recommend that you submit your applications on paper (no plastic folders or dividers). We also suggest that you print your files on both sides if possible.

1 TENDER SUBMITTED BY

| | Name(s) of the tenderer(s) | Nationality¹ |
|---------------------------|-----------------------------------|--------------------------------|
| Leader² | | |
| Member | | |
| Etc. | | |

¹ Country in which the legal entity is registered.

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

2 CONTACT PERSON (for this tender)

| | |
|-----------------------|--|
| Name | |
| Address | |
| Phone | |
| E-mail address | |

3 FINANCIAL AND TECHNICAL CAPACITY, AND PERSONNEL EXPERIENCE

Please complete the following table:

| Category | Required factor and criteria | Documents to be provided by the tenderer | Tenderer's response | Notes, remarks | Evaluation Committee Notes |
|--------------------|---|--|---------------------|----------------|----------------------------|
| Technical capacity | At least 3 similar contracts signed and delivered | Contracts for 3 markets | | | |

4 ADMINISTRATIVE DOCUMENTS AND CONTENT OF THE TENDER

In order to simplify the evaluation of the tenders, the tenderers are requested to include all the documents submitted and/or required by the contracting authority in the table below. The tenderer may add additional documents to the table below.

| Document requested | Title of the document | Document reference | Submitted (Yes / No) |
|--|-----------------------|--------------------|----------------------|
| Annex II + III (Technical offer) | | | |
| [Additional Technical Annex (optional)] | | | |
| [Proof of financial capacity (if requested)] | | | |
| [Proof of technical capability (if requested)] | | | |
| [Proof of experience (if requested)] | | | |
| [Evidence of staff expertise (if requested)] | | | |
| Annex IV (Financial Offer) | | | |
| Tender Guarantee | | | |
| Declaration on honor regarding the exclusion criteria | | | |
| Warranty conditions of the good / service | | | |
| Certificate of origin | | | |
| Authorization to represent the signatory of the tenderer's documents | | | |
| Submission form (this document) | | | |

DECLARATION(S) OF THE TENDERER

As part of their tender, each legal entity identified under point 1 of this form, including every consortium member, as well as each capacity-providing entity and subcontractor, must submit a signed declaration using the format below, as well as the Declaration on Honor regarding the exclusion criteria (Appendix)

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

We, the undersigned, hereby declare that:

- 1 **We** have examined and accept in full the content of the dossier for Invitation to Tender No. ER/BM/HM/350/AAOO/2022 dated < date >. We hereby accept its provisions in their entirety, without reservation or restriction.
- 2 **We** offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction:

Supply of Computer and Geomatic Equipment

- 3 **The** price of our tender **excluding** spare parts and consumables, if applicable, is : XXX USD
- 4 This tender is valid for a minimum period as stated in the "Instructions to Tenderers".
- 5 **Our** company has/have the following nationality:

<

- 6 **We** are submitting this tender in our own right [as a member in the consortium led by [< name of leader>] [ourselves]*. We confirm that we are not tendering in any other form for the same contract. [We confirm, as a member of the consortium that all members are jointly and severally liable for the execution of the contract, that the lead member is authorized to bind, and receive instructions for and on behalf of, each member, that the execution of the contract, including payments, is the responsibility of the leader, and that all members of the joint venture/consortium are bound for the entire period of execution of the contract.] [We confirm, as capacity provider, that we are jointly and severally liable for the obligations arising from the contract, including any amounts recoverable].
- 7 **In the** event that our tender is accepted, we undertake, if required, to provide the necessary evidence in accordance with the legislation of the country in which we are actually established, certifying that we are not in any of the situations of exclusion provided for. The date on the evidence or documents provided shall not be more than one year prior to the date of submission of the tender and, in addition, we shall provide a statement indicating that our situation has not changed during the period since the evidence in question was prepared.

If requested, we also undertake to provide evidence of the economic and financial standing as well as of the technical and professional capacity in accordance with the selection criteria set out for this call for tenders and mentioned in the additional information about the contract notice. The documentary evidence required is mentioned in section 2.6.11 of the Practical Guide to contract procedures for EU external action (PRAG).

We are also aware that if we do not provide the required evidence within 15 calendar days of receiving notification of the award or if the information provided proves to be false, the award may be considered null and void.

- 8 **We** agree to abide by the ethics clauses contained in Article 24 of the Instructions to Tenderers and, in particular, have no conflict of interest or equivalent relation that may distort competition with other tenderers or other parties to the tender at the time of submission of this form.

We confirm that we, including all consortium members, if any, and subcontractors, are not on the EU restrictive measures lists (www.sanctionsmap.eu) and understand that our tender may be rejected, if there is evidence to the contrary.

- 9 **We** will immediately inform the contracting authority of any change in the above circumstances at any stage of the implementation of the tasks. We also fully recognize and accept that any inaccurate or incomplete information deliberately provided in this tender may result in our exclusion from this and any other EU/EDF-funded contract.
- 10 We note that the contracting authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.
- 11 **We** fully recognize and accept that if the above-mentioned persons participate in spite of being in any of the situations listed in Section 2.6.10.1.1. of the practical guide or if the declarations or information provided prove to be false, they may be subject to rejection from this procedure and to administrative sanctions in the form of exclusion and financial penalties up to 10 % of the total estimated value of the contract being awarded and that this information may be published on the European Commission's website, in accordance with the Financial Regulation in force.
- 12 **We** are aware that, for the purposes of safeguarding the EU's financial interests, our personal data may be transferred to internal audit services, to the early detection and exclusion system, to the European Court of Auditors, to the Financial Irregularities Panel, to the European Anti-Fraud Office or to the European Public Prosecutor's Office.

[* Delete as applicable]

Yours faithfully

Full name: <>

Duly authorized to sign this tender on behalf of:

<>

Place and date: <>

Company/corporate stamp:

This offer includes the following annexes:

<Numbered list of annexes with titles>

APPENDIX - DECLARATION ON HONOR ON EXCLUSION CRITERIA

See appendix

As a reminder, each legal entity identified in point 1, including each member of the consortium, and the entities providing capacity (if applicable) sign and date the declaration of honor.