
INVITATION FOR BIDS

Tender for the supply and delivery of Servers under the upgrading Moyale and Galafi Border Post Project (Ethiopia) Funded Under the COMESA European Development Fund (EDF 11) - Trade Facilitation Programme.

The Federal Democratic Republic of Ethiopia, Ministry of Trade and Regional Integration now invite sealed bids from eligible bidders for the supply and delivery of Servers for Ethiopian Customs Management System (e-CMS) at the Head Quarters of the Ethiopian Customs Commission.

The Bidding will be conducted through Local Open Tender Procedures. Tender Dossiers are available on the following links:

<https://motri.gov.et/en/tenders>

CLOSING DATE: 20th January 2023 at 10:00 am EAT (GMT+3)

Interested eligible bidders may obtain further information/bidding documents at the office of:

**FDRE, Ministry of Trade and Regional Integration (MoTRI),
Gurd-Shola, Around Century Mall
P.O. Box 704, Addis Ababa, Ethiopia
Telephone: (+251) 115527850/(+251) 115155742
Attention: Procurement and Finance Department
E-mail: motriproc@gmail.com; zerihun12abera@gmail.com
Website: <https://www.motri.gov.et/>**

TENDER DOSSIER
SUPPLIES

SUPPLY AND DELIVERY OF FIVE SERVERS
for the Ethiopian Customs Management System (e-CMS) at the Head Quarters of the
Ethiopian Customs Commission, Addis Ababa, Ethiopia
PRIOR INFORMATION NOTICE

I.1) Name and address Contracting Authority

Official Name: FDRE, Ministry of Trade and Regional Integration (MoTRI)

P.O. BOX: 704

Street: Gurd-Shola, Around Century Mall

Town: Addis Ababa

Country: Ethiopia

Telephone: (+251) 115527850 / (+251) 115155742

E-mail: motriproc@gmail.com; zerihun12abera@gmail.com

Website: <https://www.motri.gov.et/>

II.1.1) Title:

Supply and Delivery of SERVERS

II.1.2) Main CPV¹ code

48800000-6

II.1.3) Type of contract

Supplies

II.1.4) Short description of the contract

This contract is for the supply and delivery of five (05) SERVERS to be supplied at the **FDRE, Ministry of Revenue/Ethiopian Customs Commission Data Center, Addis Ababa**, in one lot, DDP, and the period for the implementation of the task is set at **Sixty (60) days** from the date of signature of the last party until the provisional acceptance in accordance with the contract notice/additional information about the contract notice.

II.1.5) Estimated total value

Value excluding VAT: Currency: **Euro**

II.1.6) Information about lots

This contract is divided into lots: **No**

II.2.3) Place performance

Main site or place of performance: **FDRE, Ministry of Revenue/Ethiopia Customs Commission (ECC Data Centre), Addis- Ababa, Ethiopia.**

II.2.5) Award Criteria

Price

II.3) Estimated date of publication of contract notice: 7th December 2022

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

CONTRACT NOTICE

CALL FOR TENDER: GENERAL INFORMATION

I.1) Name and Address of the Contracting Authority

Official name: FDRE, Ministry of Trade and Regional Integration (MoTRI)
Street: Gurd-Shola, Around Century Mall
Town: Addis Ababa
Country: Ethiopia
Telephone: (+251) 115527850/ (+251) 115155742
E-mail: motriproc@gmail.com; zerihun12abera@gmail.com
Website: <https://www.motri.gov.et/>

II.1.1) Title:

Supply and Delivery of SERVERS

PUBLICATION REF: MOTRI/EDF-11/TFP/2022/04

II.1.2) Main CPV² code

48800000-6

II.1.3) Type of contract

Supplies

II.1.4) Short Description of the Contract

This contract is for the supply and delivery of five (05) servers to be delivered at the Ministry of Revenue/Ethiopia Customs Commission (ECC Data Centre) , Addis- Ababa, Ethiopia, in one lot, DDP, and the period of the implementation of the task is set at **sixty (60) days** from the date of signature of the last party until the provisional acceptance in accordance with the contract notice/additional information about the contract notice.

II.1.5) Estimated total value

Value excluding VAT: Currency: **Euro**

IV.1.1.) Type of Procedure

Local Open Tender

IV.2.1) Previous publication concerning this procedure

Notice number in the **MOTRI/EDF-11/2022/03**

II.1.6) Information about lots

This contract is divided into lots: no

² The Common Procurement Vocabulary (CPV) is the mandatory reference nomenclature applicable to procurement contracts. The list of CPV codes is available on: <http://simap.ted.europa.eu/en/web/simap/cpv>

CALL FOR TENDER INFORMATION

II.2) Description

This contract is for the supply and delivery of five (5) Servers at the Ministry of Revenue/Ethiopia Customs Commission (ECC Data Centre), Addis- Ababa, Ethiopia, DDP, and the period of implementation of the task is set at **Sixty (60) days** from the date of signature of last party until the provisional acceptance in accordance with the contract notice/additional information about the contract notice.

Main CPV code 48800000-6

II.2.3) Place performance

Geographical zone benefitting from the action: Moyale and Galafi Border posts

II.2.5) Award Criteria

Price

Value excluding VAT: Currency Euro

II.2.14) Additional information

N/A

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

Date: 20th January, 2023

Local Time: 10:00 am EAT (GMT+3)

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

Duration in months: At least 3 months (90 days) from the date stated for receipt of tender

IV.2.7) Conditions for opening of tenders

Date: 20th January, 2023

Local time: 2:00 PM EAT (GMT + 3)

**Place: Ministry of Trade and Regional Integration office,
Gurd-Shola, Around Century Mall, Addis Ababa, Ethiopia**

ADDITIONAL INFORMATION ABOUT THE CONTRACT NOTICE

Contract title: Supply and Delivery of Servers for the Ethiopian Customs Management System

Location: FDRE, Ministry of Revenue/Ethiopia Customs Commission (ECC Data Centre), Addis- Ababa, Ethiopia

1. Nature of contract

Unit price

2. Programme title

Upgrading Moyale and Galafi Border posts project (Ethiopia) funded under the COMESA EDF-11 Trade Facilitation Programme

3. Financing

COMESA EDF-11 Trade Facilitation Programme

4. Eligibility and rules of origin

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

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

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

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

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

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

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

5. Candidature

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

A consortium may be a permanent, legally-established grouping or a grouping which has

been constituted informally for a specific tender procedure. All partners of a consortium (i.e., the leader and all other partners) are jointly and severally liable to the contracting authority.

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

6. Number of applications or tenders

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

7. Tender guarantee

Tender guarantee is required representing equivalent of 1% of the overall value of the contract.

8. Performance guarantee

The successful tenderer will be asked to provide a performance guarantee of 10% of the value of the contract at the signing of the contract. This guarantee must be provided together with the return of the countersigned contract no later than thirty (30) days after the tenderer receives the contract signed by the contracting authority. If the selected tenderer fails to provide such a guarantee within this period, the contract will be void and a new contract may be drawn up and sent to the tenderer which has submitted the next cheapest compliant tender.

9. Information meeting and/or site visit

No information meeting is planned.

10. Tender validity

Tenders must remain valid for a period of three months (90 days) after the deadline for submission of tenders. In exceptional circumstances, the contracting authority may, before the validity period expires, request that tenderers extend the validity of tenders for a specific period.

11. N/A

12. Grounds for exclusion

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

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

13. Sub-contracting

Sub-contracting is NOT allowed.

14. N/A

15. Provisional date of invitation to tender

30th November 2022

16. Provisional commencement date of the contract

24th March 2023

17. Period of implementation of tasks

Sixty (60) days

SELECTION AND AWARD CRITERIA

18. Selection criteria

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

The selection criteria for each tenderer are as follows:

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

Has a professional certificate appropriate to this contract.

- 3) **Technical capacity** (based on items 5 and 6 of the application form for service contracts and on items 5 and 6 of the tender form for supply contracts). The reference period which will be taken into account will be the last three years from submission deadline.

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

Reference criterion

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

Capacity-providing entities

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has

with them. If the economic operator relies on other entities it must in that case prove to the contracting authority that it will have at its disposal the resources necessary for performance of the contract by producing a commitment by those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality as the economic operator relying on them and must comply with the selection criteria for which the economic operator relies on them. Furthermore, the data for this third entity for the relevant selection criterion should be included in a separate document. Proof of the capacity will also have to be provided when requested by the contracting authority.

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

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

19. Award criteria

Price

APPLICATION AND TENDERING

20. How to obtain the tender dossier

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

**FDRE, Ministry of Trade and Regional Integration (MoTRI),
Gurd-Shola, Around Century Mall
P.o. Box 704, Addis Ababa, Ethiopia
Attention: Procurement and Finance Department
Telephone: (+251) 115527850/(+251) 115155742
Website: <https://motri.gov.et/en/tenders>**

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

Any request for additional information must be made in writing through the Contracting Authority at least 21 days before the deadline for submission of tenders given in item ‘**Deadline for submission of applications or tenders**’. Responses will be issued to all tenderers at the latest 11 days before the submission deadline and it is the tenderer’s responsibility to check for updates and modifications during the submission period.

21. Tender opening session

Wednesday, 20th January 2023, 2:00 PM EAT (GMT+3) at the Ministry of Trade and Regional Integration, Addis Ababa, Ethiopia.

22. N/A

23. How applications may be submitted

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

- Either by post or by courier service, in which case the evidence shall be constituted by

the postmark or the date of the deposit slip, to:

**FDRE, Ministry of Trade and Regional Integration (MoTRI),
Gurd-Shola, Around Century Mall
P.o. Box 704, Addis Ababa, Ethiopia
Telephone: (+251) 115527850/(+251) 115155742
Attention: Procurement and Finance Department
E-mail: motriproc@gmail.com; zerihun12abera@gmail.com
Website: <https://www.motri.gov.et/>**

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

Applications submitted by any other means will not be considered.

By submitting an application, candidates accept to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the application form.

24. Deadline for submission of applications

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

In the first case, the application must be sent before the date and time limit for submission, as evidenced by the postmark or deposit slip³, but in the second case it is the acknowledgment of receipt given at the time of the delivery of the application that will serve as proof.

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

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

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

25. Clarifications on the contract notice

Any request for additional information must be made in writing through the Contracting Authority at the latest 21 days before the deadline for submission of applications stated at section **IV.2.2) of the contract notice**.

Clarifications will be made in writing at the latest 11 days before the deadline for the submission of applications and it is the applicants' responsibility to check for updates and modifications during the submission period.

26. Alteration or withdrawal of applications

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

³ It is recommended to use registered mail in case the postmark would not be readable.

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

27. Language of the procedure

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

28. Legal basis⁴

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

29. Additional information

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

⁴ Please state any specificity that might have an impact on rules on participation (such as geographic or thematic or long/short term).

A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: MOTRI/EDF-11/TFP/2022/04

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

- 1.1 The subject of the contract is the supply and delivery of the following supplies:

Five (5) SERVERS

- 1.2 The supplies must comply fully with the technical specifications set out in the tender dossier (technical annex) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.
- 1.3 The supplies described under this lot must be accompanied by an additional 'lot' consisting of spare parts and/or consumables. Neither the unit price, nor the overall price of spare parts will influence the evaluation of the tenders, except where they vary substantially between the tenders received. Lists of spare parts must be drawn up by tenderers on the basis of their professional experience and the expected places of use; they must show the unit prices of the parts, calculated as specified in Article 11 (below). The contracting authority reserves the right to alter the list of spare parts; any changes will appear in the contract.
- 1.4 Tenderers are not authorised to tender for a variant solution in addition to the present tender.

Time table		
	DATE	TIME*
Clarification meeting / site visit (if any)	N/A	N/A
Deadline for requesting clarifications from the contracting authority	20 th December 2022	5:00 PM EAT
Last date on which clarifications are issued by the contracting authority	9 th January 2023	-
Deadline for submission of tenders	20 th January 2023	10:00 AM EAT
Tender opening session	20 th January 2023	2:00 PM EAT
Notification of award to the successful tenderer	3 rd March 2023 **	-
Signature of the contract	24 th March 2023**	-

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

** Provisional date

3. Participation

- 3.1 Tendering is open on equal terms to natural and legal persons (participating either

individually or in a grouping – consortium – of tenderers) which are effectively established in one of the Member States of the European Union, an ACP State or in a country or territory authorised by the ACP-EC Partnership Agreement under which the contract is financed. Tendering is also open to international organisations.

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

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

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

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

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

- 3.2 These terms refer to all nationals of the above states and to all legal entities, companies or partnerships effectively established in the above states. For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country's law.
- 3.3 The eligibility requirement detailed in subclauses 3.1 and 3.2 applies to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. The contracting authority may accept other satisfactory evidence that these conditions are met.
- 3.4 Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Sections 2.4. (EU restrictive measures), 2.6.10.1. (exclusion criteria) or 2.6.10.1.2. (rejection from a procedure) of the practical guide. Should they do so, their tender will be considered unsuitable or irregular respectively. In the cases listed in Section 2.6.10.1. of the practical guide tenderers may also be excluded from EU financed procedures and be subject to financial penalties up to 10% of the total value of the contract in accordance with the Financial Regulation in force. This information may be published on the Commission website in accordance with the Financial Regulation in force. Tenderers

must provide declarations on honour⁵ that they are not in any of these exclusion situations. Such declarations must also be submitted by all the members of a joint venture/consortium, by any sub-contractor and by any capacity providing entities. Tenderers who make false declarations may also incur financial penalties and exclusion in accordance with the Financial Regulation in force. Their tender will be considered irregular.

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

- 3.5 To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the contracting authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.
- 3.6 Subcontracting is allowed but the contractor will retain full liability towards the contracting authority for performance of the contract as a whole.

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

4. Origin

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

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

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

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

5. Type of contract

Unit-price

⁵ See PRAG Section 2.6.10.1.3 A)

6. Currency

Tenders must be presented in Euro⁶.

7. Lots

This tender procedure is not divided into lots.

8. Period of validity

- 8.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.
- 8.2 In exceptional cases and prior to the expiry of the original tender validity period, the contracting authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated. In case the contracting authority is required to obtain the recommendation of the panel referred to in Section 2.6.10.1.1. of the practical guide, the contracting authority may, before the validity period expires, request an extension of the validity of the tenders up to the adoption of that recommendation.
- 8.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period of the tender irrespective of the date of notification.

9. Language of tenders

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

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

10. Submission of tenders

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

**FDRE, Ministry of Trade and Regional Integration (MoTRI),
Gurd-Shola, Around Century Mall
P.O. Box 704, Addis Ababa, Ethiopia
Telephone: (+251) 115527850/(+251) 115155742
Attention: Procurement and Finance Department
E-mail: motriproc@gmail.com; zerihun12abera@gmail.com
Website: <https://www.motri.gov.et/>**

⁶ The currency of tender shall be the currency of the contract and of payment.

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

**FDRE, Ministry of Trade and Regional Integration (MoTRI),
Gurd-Shola, Around Century Mall
P.O. Box 704, Addis Ababa, Ethiopia
Telephone: (+251) 115527850/(+251) 115155742
Attention: Procurement and Finance Department
E-mail: motriproc@gmail.com; zerihun12abera@gmail.com
Website: <https://www.motri.gov.et/>**

During working hours, 8:30 am to 5:00 pm

Tenders must comply with the following conditions:

- 10.2 All tenders must be submitted in one original, marked 'original', and four copies signed in the same way as the original and marked 'copy'
- 10.3 All tenders must be submitted to the following address:

**FDRE, Ministry of Trade and Regional Integration (MoTRI),
Gurd-Shola, Around Century Mall
P.O. Box 704, Addis Ababa, Ethiopia
Telephone: (+251) 115527850/(+251) 115155742
Attention: Procurement and Finance Department
E-mail: motriproc@gmail.com; zerihun12abera@gmail.com
Website: <https://www.motri.gov.et/>**

(a) Either by post or by courier service, in which case the evidence shall be constituted by the postmark or the date of the deposit slip⁷

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

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

- 10.4 All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:
- a) the above address;
 - b) the reference code of this tender procedure, (i.e. **MOTRI/EDF-11/TFP/2022/04**);
 - c) where applicable, the number of the lot(s) tendered for;
 - d) the words 'Not to be opened before the tender opening session' in the language of the tender dossier.
 - e) the name of the tenderer.

⁷ It is recommended to use registered mail in case the postmark would not be readable

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

11. Content of tenders

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

Part 1: Technical offer:

- a detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required, including if applicable:
 - a list of the spare parts and consumables recommended by the manufacturer;

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

Part 2: Financial offer:

- A financial offer calculated on a DDP⁸ basis for the supplies tendered, including if applicable:
 - financial proposal for spare parts and consumables for use for 3 years with itemised price list;

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

- An electronic version of the financial offer

Part 3: Documentation:

To be supplied using the templates attached*:

- The "Tender form for a supply contract", together with its Annex 1 "Declaration on honour on exclusion criteria and selection criteria", both duly completed, which includes the tenderer's declaration, point 7, (from each member if a consortium);
- The details of the bank account into which payments should be made (financial identification form – document c4o1_fif_en) (tenderers that have already signed another contract with the European Commission, may provide their financial identification form number instead of the financial identification form, or a copy of the financial identification form provided on that occasion, if no change has occurred in the meantime.)
- The legal entity file (document c4o2_lefind_en) and the supporting documents (tenderers that have already signed another contract with the European Commission, may provide their legal entity number instead of the legal entity sheet and supporting documents, or a copy of the legal entity sheet provided on that occasion, if no change in legal status has occurred in the meantime).

⁸ DDP (Delivered Duty Paid— Incoterms 2020 International Chamber of Commerce
<http://www.iccwbo.org/incoterms/>

To be supplied in free-text format:

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

Remarks:

Tenderers are requested to follow this order of presentation.

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

12. Taxes and other charges

The applicable tax and customs arrangements are the following:

The COMESA secretariat and the Government of the Federal Democratic Republic of Ethiopia have agreed to allow full exemption from the following taxes: duties and other charges including Value Added Tax (VAT) or equivalent.

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

13. Additional information before the deadline for submission of tenders

Additional information can be requested from the Contracting Authority at the latest 21 days before the deadline for submission of tenders stated at section **IV.2.2) of the contract notice**.

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

Any clarification of the tender dossier will be published on the website of the Contracting Authority at the latest 11 days before the deadline for submission of tenders. The website will be updated regularly and it is the tenderer's responsibility to check for updates and modifications during the submission period.

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

14. Clarification meeting / site visit

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

15. Alteration or withdrawal of tenders

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

16. Costs of preparing tenders

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

17. Ownership of tenders

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

18. Joint-venture or consortium

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

19. Opening of tenders

- 19.1 The purpose of the opening session is to check whether the tenders are complete, whether the requisite tender guarantees have been provided, whether the required documents have been properly included and whether the tenders are generally in order.
- 19.2 The tenders will be opened in public session on **20th January 2023, at 2:00 PM EAT at the Ministry of Trade and Regional Integration, Addis-Ababa, Ethiopia**, by the appointed committee. The committee will draw up minutes of the meeting, which will be available on request.

In the case that at the date of the opening session some tenders have not been delivered to the contracting authority but their representatives can show evidence that it has been sent on time, the contracting authority will allow them to participate in the first opening

session and inform all representatives of the tenderers that a second opening session will be organised.

- 19.3 At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if required) and such other information as the contracting authority may consider appropriate may be announced.
- 19.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.
- 19.5 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the contracting authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.
- 19.6 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the contracting authority. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

20. Evaluation of tenders

20.1 Examination of the administrative conformity of tenders

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

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

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

20.2 Technical evaluation

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

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

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

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

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

20.4 Financial evaluation

- a) Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:
 - where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
 - except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.
- b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.
- c) Unless specified otherwise, the purpose of the financial evaluation process is to identify the tenderer offering the lowest price. Where specified in the technical specifications, the evaluation of tenders may take into account not only the acquisition costs but, to the extent relevant, costs borne over the life cycle of the supplies (such as for instance maintenance costs and operating costs), in line with the technical specifications. In such case, the contracting authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of the lowest total cost, including additional costs.

20.5 Variant solutions

Variant solutions will not be taken into consideration.

20.6 Award criteria

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

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

21. Notification of award

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

22. Signature of the contract and performance guarantee

- 22.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Upon request of the contracting authority and before the signature of the contract with the successful tenderer, the successful tenderer shall provide the **documentary proof** or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is effectively established, to show that it is not in any of the exclusion situations listed in Section 2.6.10.1. of the practical guide. This evidence or these documents or statements must carry a date not earlier than one year before the date of submission of the tender. In

addition, a statement shall be provided that the situations described in these documents have not changed since then.

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

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

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

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

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

The documentary evidence of the selection criteria in the additional information about the contract notice does not need to be submitted but in this case no pre-financing will be granted unless a financial guarantee of an equivalent amount is provided.

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

- 22.4 The contracting authority reserves the right to vary quantities specified in the tender by +/- 100 % at the time of contracting and during the validity of the contract. The total value of the supplies may not, as a result of the variation rise or fall by more than 25 % of the original financial offer in the tender. The unit prices quoted in the tender shall be used.
- 22.5 Within 30 days of receipt of the contract signed by the contracting authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable), to the contracting authority. On signing the contract, the successful tenderer will become the contractor and the contract will enter into force.

rce.

- 22.6 If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the contracting authority may consider the acceptance of the tender to be cancelled without prejudice to the contracting authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the contracting authority.
- 22.7 The performance guarantee referred to in the general conditions is set at 10% of the amount of the contract and must be presented in the form specified in the annex to the tender dossier. It will be released within 45 days of the issue of the final acceptance certificate by the contracting authority, except for the proportion assigned to after-sales service.

23. Tender guarantee

Tender guarantee is required representing equivalent of 1% of the overall value of the contract.

24. Ethics clauses and code of conduct

24.1 Absence of conflict of interest

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

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

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

Zero tolerance for sexual exploitation, abuse and harassment:

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

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

24.3 Anti-corruption and anti-bribery

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

the award of a contract or execution of a contract already concluded with the contracting authority.

24.4 Unusual commercial expenses

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

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

24.5 Breach of obligations, irregularities or fraud

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

25. Cancellation of the tender procedure

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

Cancellation may occur, for example, if:

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

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

26. Appeals

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

27. Data Protection

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

The tender procedure and the contract relate to an external action funded by the EU, represented by the European Commission. If processing your reply to the invitation to tender involves transfer of personal data (such as names, contact details and CVs) to the European Commission, they will be processed solely for the purposes of the monitoring of the procurement procedure and of the implementation of the contract by the Commission, for the latter to comply with its obligations under the applicable legislative framework and under the financing agreement concluded between the EU and the Partner Country without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law. For the part of the data transferred by the contracting authority to the European Commission, the controller for the processing of personal data carried out within the Commission is the head of legal affairs unit of DG International Partnerships]

Details concerning processing of your personal data by the Commission are available on the privacy statement at:

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

28. Early detection and exclusion system

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

B. DRAFT CONTRACT AND SPECIAL CONDITIONS, INCLUDING ANNEXES

DRAFT CONTRACT
SUPPLY CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS
Publication Reference No: MOTRI/EDF-11/TFP/2022/04

FINANCED FROM THE COMESA EDF 11 – TRADE FACILITATION PROGRAMME
**PROJECT: Upgrading Moyale and Galafi Border Post Project (Ethiopia) Funded under the
COMESA EDF 11 – Trade Facilitation Programme**

**FDRE, Ministry of Trade and Regional Integration (MoTRI),
Gurd-Shola, Around Century Mall
P.O. Box 704, Addis Ababa, Ethiopia
Telephone: (+251) 115527850/(+251) 115155742
Attention: Procurement and Finance Department
E-mail: motriproc@gmail.com; zerihun12abera@gmail.com
Website: <https://www.motri.gov.et/>**

(‘The contracting authority’), of one part,

and

<Full official name of contractor>
[<Legal status/title>]⁹
[<Official registration number>]¹⁰
<Full official address>
[<VAT number>]¹¹,

(‘The contractor’) of the other part,

have agreed as follows:

CONTRACT TITLE: Supply and Delivery of Five (05) Servers

Identification number: MOTRI/EDF - 11/TFP/2022/04

Article 1. Subject

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

Five (5) servers in one lot.

The place of acceptance of the supplies shall be the Ministry of Revenue/Ethiopian Customs Commission data centre, Addis Ababa. The time limits for delivery shall be 60 days and the INCOTERM applicable shall be DDP¹². The implementation period of tasks shall run from the date of signature of the last party to the date of provisional acceptance.

⁹ Where the contracting party is an individual.

¹⁰ Where applicable. For individuals, mention their ID card or passport or equivalent document – number.

¹¹ Except where the contracting party is not VAT registered.

¹² DDP (Delivered Duty Paid) - Incoterms 2020 International Chamber of Commerce -
<http://www.iccwbo.org/incoterms/>

- 1.2 The contractor shall comply strictly with the terms of the special conditions and the technical annex.
- 1.3 The supplies which form the supply and delivery of five Servers and storage systems in one lot must be accompanied by the spare parts described by the contractor in its tender] [and by the accessories and other items necessary for using the goods, as specified in the instructions to tenderers.

Article 2. Origin

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

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

Article 3. Price

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

Article 4 Order of precedence of contract documents

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

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

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

Article 5 Other specific conditions applying to the contract

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

- (a) The controller for the processing of personal data carried out within the Commission is for DG DEVCO the head of legal affairs unit of DG International Cooperation and Development.

The following conditions to the contract shall apply:

Done in English in one original being for the contracting authority, one original being for the COMESA/European Commission, and one original being for the contractor.

For the contractor

Name:

Title:

Signature:

Date:

For the contracting authority

Name:

Title:

Signature:

Date:

For the Beneficiary

Name:

Title:

Signature:

Date:

SPECIAL CONDITIONS

CONTENTS

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

Article 2 Language of the contract

- 2.1 The language used shall be English.

Article 4 Communications

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

**FDRE, Ministry of Trade and Regional Integration (MoTRI),
Gurd-Shola, Around Century Mall
P.O. Box 704, Addis Ababa, Ethiopia
Telephone: (+251) 115527850/(+251) 115155742
Attention: Procurement and Finance Department
E-mail: motriproc@gmail.com; zerihun12abera@gmail.com
Website: <https://www.motri.gov.et/>**

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

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

Article 6 Subcontracting

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

Article 7 Supply of documents

Operational Manuals should be provided

Article 8 Assistance with local regulations

Ministry of Trade and Regional Integration will guide on specific regulations.

Article 9 General obligations

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

https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en.

Article 10 Origin

10.1 All goods purchased must originate from an eligible source country as defined in EDF11 Trade Facilitation Programme For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable.

A goods originating in the EU includes goods originating in the Overseas Countries and Territories.

Article 11 Performance guarantee

11.1 The amount of the performance guarantee shall be 10% of the total contract price, including any amounts stipulated in addenda to the contract.

Article 12 Liabilities and insurance

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

- **DDP - Delivered Duty Paid:** Incoterm which imposes on the seller maximum obligations vis-à-vis transportation and loss risks and damage associated with the goods:
*'the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination. The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities.'*¹³ The transfer of risks and costs occurs at the place of unloading of the goods at the agreed place of destination.

Article 13 Programme of implementation of tasks

13.2 The supplies must be delivered within 60 calendar days of signing of the contract by the contractor.

Article 14 Contractor's drawings

14.1 All operational manuals must be provided by the contractor

Article 15 Sufficiency of tender prices

15.1 N/A

Article 16 Tax and customs arrangements

¹³ See <http://www.iccwbo.org/incoterms/>

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

Article 17 Patents and licenses

17.1 N/A

Article 18 Commencement order

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

Article 19 Period of implementation of the tasks

19.1 The period of implementation of the contract is set at 60 calendar days from the date of signature of the last party.

Article 24 Quality of supplies

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

Article 25 Inspection and testing

25.2 The goods will be tested in accordance with Article 25 of the general conditions and the practical arrangements for testing at the **Ministry of Revenue/Ethiopian Customs Commission Data Center, Addis Ababa, Ethiopia.**

Article 26 General principles for payments

26.1 Payments shall be made in euros.

Payments shall be authorized and made by:

**The Secretary General
COMESA, Ben Bella Road
P.O Box 30051
Lusaka, Zambia**

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

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

**Official name: The State Minister,
FDRE, Ministry of Trade and Regional Integration (MoTRI),
Gurd-Shola, Around Century Mall
P.O. Box 704, Addis Ababa, Ethiopia
Telephone: (+251) 115527850/(+251) 115155742
Website: <https://www.motri.gov.et/>**

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

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

Article 28 Delayed payments

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

Article 29 Delivery

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

Article 31 Provisional acceptance

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

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

Article 32 Warranty obligations

- 32.7 The warranty must remain valid for a period of three years after provisional acceptance.

Article 33 After-sales service

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

Article 40 Settlement of disputes

- 40.1 Any dispute arising out of or relating to this contract which cannot be settled otherwise shall:
- (a) In the case of a national contract, be settled in accordance with the national legislation of the state of the contracting authority; and
 - (b) In the case of a transnational contract, be settled either:
 - (i) If the parties to the contract so agree, in accordance with the national legislation of the state of the contracting authority or its established international practices; or
 - (ii) By arbitration in accordance with the procedural rules on conciliation and arbitration of contracts financed by the European Development Fund, adopted by Decision 3/90 of the ACP-EEC Council of Ministers of 29 March 1990 (Official Journal No L 382, 31.12.1990, Annex a12 to the practical guide)

Article 44 Data protection

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

44.2 To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC¹⁴ and as detailed in the specific privacy statement published at ePRAG.

* * *

¹⁴ OJ L 205 of 21.11.2018, p. 39

**ANNEX I: GENERAL CONDITIONS
FOR SUPPLY CONTRACTS FINANCED BY THE EUROPEAN
UNION OR BY THE EUROPEAN DEVELOPMENT FUND**

ATTACHED

(**See the link**)

ANNEX II + III: TECHNICAL SPECIFICATIONS + TECHNICAL OFFER

ANNEX II - TECHNICAL SPECIFICATIONS

Contract title: Supply and Delivery of Servers for Ministry of Revenue/Ethiopian Customs Commission Data Centre

Publication reference: MOTRI/EDF-11/TFP/2022/04

<i>Item No.</i>	<i>ITEM DESCRIPTION</i>	<i>TECHNICAL SPECIFICATIONS</i>	<i>QTY</i>
1.1	SERVERS	Same configuration for all servers	5
	PROCESSOR		
	Processor Family	Intel- Xeon Scalable Processors	
	Minimum Clock Speed	2.7 GHz per Processor	
	Number of Processors Installed	4 (four)	
	Minimum processor core	28 core per socket	
	Cache memory	24.75 mb cache per processor	
	Memory		
	Memory protection	ECC / Error Correction Code / Lock-step, online	
	Memory Type	DDR4	
	Memory Installed	1024 GB installed expandable to 6TB with 64GB (1X64GB) dual-rank DIMMs supports RDIMM/LRDIMM, upto 2933MT/s	
	Maximum size	48 DDR4 DIMM slots	
	Storage		
	Maximum Internal Storage	Up to 24X2.5" SAS SATA (HDDs/SSDs)	
	Minimum Internal Storage Size	Hot Pluggable SFF (2.5") SATA installed capacity 13X1.92TB SSD SATA 6Gbps	
	Storage Controller	H730P, P408i / e and equivalent with 4GB cache	
	RAID Feature	Support RAID Levels 0,1,5,6,10,50 and 60	
	Maximum Capacity	up to 24X2.5" hot pluggable	
	Optical Drives	supports one optional slim SATA DVD-ROM drive or DVD+/-RW drive	
	Minimum Fibre Card	2 X Dual-port fibre channel 12 Gbps SAS HBA	
	Networking and PCIe		

<i>Item No.</i>	<i>ITEM DESCRIPTION</i>	<i>TECHNICAL SPECIFICATIONS</i>	<i>QTY</i>
	I/O & PORTS	Network daughter card options 4X1GbE, 4X10GbE, and 2X25GbE Front ports: 1XiLO, iDRAC, iBMC and other USB, 2XUSB 3.0, 1 X VGA Rear ports: 1XiLO, iDRAC, iBMC and other network port, 1 serial , 2XUSB 3.0, 1 X VGA Video card: 2 X VGA	
	Operating System and Virtualization Software Support	Windows Server 2008 R2, Windows Server 2012 R2, Windows Server 2016, Windows Server 2019 VMWare ESXi Oracle Linux, Ubuntu Red Hat Enterprise Linux (RHEL) SUSE Linux Enterprise Server (SLES) CentOs	
	GPU	2	
	POWER SUPPLY	1600W and Redundant PSU	
	System Cooling Fan	6 Hot-swappable fans, support N + 1 redundant	
	Driver Bays	Up to 24 X 2.5" SAS / SATA (HDD / SSD)	
	Integrated Management	iLO, iDRAC, iBMC and other Management Engine with advance license	
	Deployment		
	Form Factor	2U Rack, with required kits	
	PFA (Predictive Failure Analysis)	Yes	
	Manufacture Authorization Form (MAF)	Must be included direct from the manufacturer	
	Warranty Warranty	Minimum 3 YEARS	

ANNEX III: TECHNICAL OFFER

Contract title: Supply and delivery of five (5) Servers at the Ministry of Revenue/Ethiopian Customs Commission Data Center, Addis Ababa, Ethiopia.

Publication reference: MOTRI/EDF-11/TFP/2022/04

Columns 1-2 should be completed by the contracting authority

Columns 3-4 should be completed by the tenderer

Column 5 is reserved for the evaluation committee

Annex III - the contractor's technical offer

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

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

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

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

1. Item number	2. Specifications required	3. Specifications offered	4. Notes, remarks, ref to documentation	5. Evaluation committee's notes
1.1	SERVERS (5)			
	Minimum requirements:			
	PROCESSR			
	Processor Family: Intel Xeon Scalable Processors			
	Minimum Clock speed: 2.7 GHz per Processor			
	Number of processors installed: 4 (four)			
	Minimum processor core: 28 core per socket			
	Cache memory: 24.75 mb cache per processor			
	Memory			
	Memory protection: ECC / Error Correction Code / Lock-step, online			
	Memory type: DDR4			
	Memory installed: 1024 GB installed expandable to 6TB with 64GB (1X64GB) dual-rank DIMMs supports RDIMM/LRDIMM, upto 2933MT/s			
	Maximum size: 48 DDR4 DIMM slots			
	Storage			
	Maximum internal storage: Up to 24X2.5" SAS SATA (HDDs/SSDs)			
	Minimum internal storage size: Hot Pluggable SFF (2.5") SATA installed capacity 13X1.92TB SSD SATA 6Gbps			
	Storage controller: H730P, P408i / e and equivalent with 4GB cache			
	RAID feature: Support RAID Levels 0,1,5,6,10,50 and 60			

1. Item number	2. Specifications required	3. Specifications offered	4. Notes, remarks, ref to documentation	5. Evaluation committee's notes
	Maximum capacity: up to 24X2.5" hot pluggable			
	Optical drives: supports one optional slim SATA DVD-ROM drive or DVD+/-RW drive			
	Minimum fiber card: 2 X Dual-port fibre channel 12 Gbps SAS HBA			
	Networking PCIe			
	I/O and ports: Network daughter card options 4X1GbE, 4X10GbE, and 2X25GbE Front ports: 1XiLO, iDRAC, iBMC and other USB, 2XUSB 3.0, 1 X VGA Rear ports: 1XiLO, iDRAC, iBMC and other network port, 1 serial , 2XUSB 3.0, 1 X VGA Video card: 2 X VGA			
	Operating Systems and Virtualization Software Support : Windows Server 2008 R2, Windows Server 2012 R2, Windows Server 2016, Windows Server 2019 VMWare ESXi Oracle Linux, Ubuntu Red Hat Enterprise Linux (RHEL) SUSE Linux Enterprise Server (SLES) CentOs			
	GPU: 2			
	Power Supply: 1600W and Redundant PSU			
	System Cooling Fan: 6 Hot-swappable fans, support N + 1 redundant			

1. Item number	2. Specifications required	3. Specifications offered	4. Notes, remarks, ref to documentation	5. Evaluation committee's notes
	Driver Bays: Up to 24 X 2.5" SAS / SATA (HDD / SSD)			
	Integrated Management: iLO, iDRAC, iBMC and other Management Engine with advance license			
	Deployment			
	Form Factor: 2U Rack, with required kits			
	PFA (predictive failure analysis): Yes			
	Manufacture Authorization Form (MAF): Must be included direct from the manufacturer			
	Warranty			
	Warranty: Minimum 3 YEARS			

ANNEX IV: Budget breakdown (Model financial offer)

Page No 1 [of...]

PUBLICATION REFERENCE: MOTRI/EDF-11/TFP/2022/04

NAME OF TENDERER: <name>

A		C	D	E
ITEM NUMBER	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS WITH DELIVERY DDP AT MINISTRY OF REVENUE/ECC DATA CENTER, ADDIS ABABA (EUR)	TOTAL EUR
1				
2				
			Total	

[ANNEX V: MODEL PERFORMANCE GUARANTEE¹⁵

To be completed on paper bearing the letter head of the financial institution for the attention of:

**FDRE, Ministry of Trade and Regional Integration (MoTRI),
Gurd-Shola, Around Century Mall
P.O. Box 704, Addis Ababa, Ethiopia
Telephone: (+251) 115527850/(+251) 115155742
Attention: Procurement and Finance Department
E-mail: motriproc@gmail.com; zerihun12abera@gmail.com
Website: <https://www.motri.gov.et/>**

Referred to below as the ‘contracting authority’

Subject: Guarantee No <insert number>

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

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

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) stating that the contractor has failed to perform its contractual obligations fully and properly. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall not under any circumstances benefit from the defences of the security. We shall inform you in writing as soon as payment has been made.

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

We note that the guarantee will be released within 60 days of the issue of the final acceptance certificate (except for such part as may be specified in the special conditions in respect of after sales service) and in any case at the latest on (at the expiry of 18 months after the period of implementation of the tasks)¹⁶.

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

¹⁵ Guidance on the verification of financial guarantees can be found in chapter 9.1 of the DEVCO Companion. In indirect management, the contracting authority should seek guidance from the European Commission before accepting a financial guarantee.

¹⁶ This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

namely whether the head of delegation, his designated empowered deputy or the authorised person at headquarters' level.

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

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

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

Signature¹⁷: [*signature*]

Signature¹⁸: [*signature*]

Name:

Name:

[*function at the financial institution/bank*]

[*function at the financial institution/bank*]

¹⁷ The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

¹⁸ The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

ANNEX V: PRE-FINANCING GUARANTEE FORM¹⁹

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

**FDRE, Ministry of Trade and Regional Integration (MoTRI),
Gurd-Shola, Around Century Mall
P.O. Box 704, Addis Ababa, Ethiopia
Telephone: (+251) 115527850/(+251) 115155742
Attention: Procurement and Finance Department
E-mail: motriproc@gmail.com; zerihun12abera@gmail.com
Website: <https://www.motri.gov.et/>**

Referred to below as the ‘contracting authority’

Subject: Guarantee No <insert number>

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

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

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

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

We note that the guarantee will be released 30 days at the latest after the provisional acceptance of the goods and in any case at the latest on (at the expiry of 18 months after the period of implementation of the tasks)²⁰.

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

¹⁹ Guidance on the verification of financial guarantees can be found in chapter 9.1 of the DEVCO Companion. In indirect management, the contracting authority should seek guidance from the European Commission before accepting a financial guarantee.

²⁰ This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

namely whether the head of delegation, his designated empowered deputy or the authorised person at headquarters' level.

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

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

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

Signature²¹: [*signature*]

Signature²²: [*signature*]

Name:

Name:

[*function at the financial institution/bank*]

[*function at the financial institution/bank*]

²¹ The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

²² The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

C. FURTHER INFORMATION

ADMINISTRATIVE COMPLIANCE GRID

Contract title:	SUPPLY AND DELIVERY OF FIVE (05) SERVERS at the Ministry of Revenue/ECC Data Centre, Addis Ababa	Publication reference:	MOTRI/EDF-11/TFP/2022/04
------------------------	---	-------------------------------	---------------------------------

Tender envelope number	Name of tenderer	Is tenderer (consortium) nationality ²³ eligible? (Y/N)	Is documentation complete? (Y/N)	Is language as required? (Y/N)	Is tender submission form complete? (Y/N)	Is tenderer's declaration signed (by all consortium members if a consortium)? (Yes/No/Not Applicable)	Other administrative requirements of the tender dossier? (Yes/No/Not applicable)	Overall decision? (Accept / Reject)
1								
2								
3								
4								
5								
6								

Chairperson's name	
Chairperson's signature	
Date	

²³ If the tender has been submitted by a consortium, the nationalities of **all** the consortium members must be eligible.

EVALUATION GRID

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

Contract title:	SUPPLY AND DELIVERY OF FIVE (05) SERVERS at the Ministry of Revenue/ECC Data Centre, Addis Ababa						Publication reference:	MOTRI/EDF-11/TFP/2022/04			
------------------------	---	--	--	--	--	--	-------------------------------	---------------------------------	--	--	--

Tender envelope No	Name of tenderer	Rules of origin respected? (Y/N)	Economic & financial capacity? (OK/a/b/...)	Professional capacity? (OK/a/b/...)	Technical capacity? (OK/a/b/...)	Compliance with ²⁴ technical specifications? (OK/a/b/...)	Ancillary services as required? (OK/a/b/.../NA)	Subcontracting statement in accordance with art. 6 of the general conditions? (Y/N)	Other technical requirements in tender dossier? (Yes/No/Not applicable)	Technically compliant? Y/N	Justification/ notes:
1											
2											
3											
4											

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

²⁴ The selection criteria, in the previous section of this form, have to be met before the technical requirements are assessed.

D. TENDER FORM FOR A SUPPLY CONTRACT

TENDER FORM FOR A SUPPLY CONTRACT

Publication reference: MOTRI/EDF-11/TFP/2022/04

Title of contract: Supply and Delivery of five (5) Servers at the Ministry of Revenue/ECC
Data Center

<Place and date>

A:

FDRE, Ministry of Trade and Regional Integration (MoTRI),
Gurd-Shola, Around Century Mall
P.O. Box 704, Addis Ababa, Ethiopia
Telephone: (+251) 115527850/(+251) 115155742
Attention: Procurement and Finance Department
E-mail: motriproc@gmail.com; zerihun12abera@gmail.com
Website: <https://www.motri.gov.et/>

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

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

1. SUBMITTED BY

	Name(s) of tenderer(s)	Nationality ²⁵
Leader ²⁶		
Member		
Etc ...		

²⁵ Country in which the legal entity is registered.

²⁶ Add/delete additional lines for members as appropriate. Note that a subcontractor is not considered to be a member for the purposes of this tender procedure. Subsequently, the data of the subcontractor must not appear in the data related to the economic, financial and professional capacity. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as 'leader' (and all other lines should be deleted).

2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
E-mail	

3. ECONOMIC AND FINANCIAL CAPACITY²⁷

Please complete the following table of financial data²⁸ based on your annual accounts and your latest projections. If annual closed accounts are not yet available for the current year or past year, please provide your latest estimates in the columns marked with **. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the table). Any clarification or explanation which is judged necessary may also be provided.

Financial data Data requested in this table must be consistent with the selection criteria set in the additional information about the contract notice document	2 years before last year ²⁹ <specify> €	Year before last year <specify> €	Last year <specify> €	Average ³⁰ €	[Past year €]**	[Current year €]**
Annual turnover ³¹ , excluding this contract						
Current assets ³²						
Current liabilities ³³						
[Current ratio (current assets/current liabilities)]	Not applicable	Not applicable		Not applicable	Not applicable	Not applicable]

²⁷ Natural persons have to prove their capacity in accordance with the selection criteria and by the appropriate means.

²⁸ If this application is submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this tender form. Consolidated data are not requested for financial ratios.

²⁹ Last year=last accounting year for which the entity's accounts have been closed.

³⁰ Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

³¹ The gross inflow of economic benefits (cash, receivables, other assets) arising from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.

³² A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.

³³ A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.

4. STAFF RESOURCES

Please provide the following personnel statistics for the current year and the two previous years³⁴.

Annual manpower	Year before past year		Past year		Current year		Period average	
	Overall	Relevant fields ³⁵	Overall	Relevant fields ¹¹	Overall	Relevant fields ¹¹	Overall	Relevant fields ¹¹
Permanent staff ³⁶								
Other staff ³⁷								
Total								
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%	%	%

³⁴ If this tender is submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this tender form. Consolidated data are not requested for financial ratios.

³⁵ Corresponding to the relevant specialisms identified in point 5 below.

³⁶ Staff directly employed by the tenderer on a permanent basis (i.e. under indefinite contracts).

³⁷ Other staff not directly employed by the tenderer on a permanent basis (i.e. under fixed-term contracts).

5. FIELDS OF SPECIALISATION

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

	Leader	Member 2	Member 3	Etc ...
Relevant specialism 1				
Relevant specialism 2				
Etc ... ³⁸				

³⁸ add/delete additional lines and/or rows as appropriate. If this tender is being submitted by an individual legal entity, the name of the legal entity should be entered as 'Leader' (and all other columns should be deleted).

6. EXPERIENCE

Please complete a table using the format below to summarise the **major relevant supplies** carried out over the past 3 years³⁹ by the legal entity or entities making this tender. The number of references to be provided must not exceed **15** for the entire tender

Ref # (maximum 15)	Project title		...					
Name of legal entity	Country	Overall supply value (EUR) ⁴⁰	Proportion supplied by legal entity (%)	No of staff provided	Name of client	Origin of funding	Dates	Name of members if any
...
Detailed description of supply						Related services provided		
...						...		

³⁹ In the case of framework contracts (without contractual value), only specific contracts corresponding to assignments implemented under such framework contracts will be considered.

⁴⁰ Amounts actually paid, without the effect of inflation.

7 TENDERER'S DECLARATION(S)

As part of their tender, each legal entity identified under point 1 of this form, including every consortium member, as well as each capacity-providing entity and each subcontractor, must submit a signed declaration using this format, together with the declaration of honour on exclusion and selection criteria (Annex 1) **(insert Form a.14a)**. The declaration may be in original or in copy. If copies are submitted the originals must be dispatched to the contracting authority upon request.

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

we, the undersigned, hereby declare that:

- 1 We have examined and accept in full the content of the dossier for invitation to tender No <.....> of <date>. We hereby accept its provisions in their entirety, without reservation or restriction.
- 2 We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction:

Lot 1: <description of supplies with indication of quantities and origin>

Etc.
- 3 The price of our tender **excluding** spare parts and consumables, if applicable **(excluding the discounts described under point 4)** is:

Lot 1: <insert price>
- 4 We will grant a discount of [<...>%], or [<.....>] [in the event of our being awarded lot ... and lot].
- 5 This tender is valid for a period of 90 days from the final date for submission of tenders.
- 6 If our tender is accepted, we undertake to provide a performance guarantee as required by Article 11 of the special conditions.
- 7 Our firm/company [and our subcontractors] has/have the following nationality:

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

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

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

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

- 10 We agree to abide by the ethics clauses in Clause 24 of the instructions to tenderers and, in particular, have no conflict of interests or any equivalent relation which may distort competition with other tenderers or other parties in the tender procedure at the time of the submission of this application.

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

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

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

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

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

[* Delete as applicable]

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

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

Financial data Data requested in this table must be consistent with the selection criteria set in the additional information about the contract notice document	2 years before last ⁵ <specify> EUR	Year before last year <specify> EUR	Last year <specify> EUR	Average ⁶ EUR	Past year EUR]	[Current year EUR]
Annual turnover ⁷ , excluding this contract						
Current assets ⁸						
Current liabilities ⁹						
[Current ratio (current assets/current liabilities)	Not applicable	Not applicable		Not applicable	Not applicable	Not applicable]

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

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

Yours faithfully,

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

Duly authorised to sign this tender on behalf of:

<.....>

Place and date: <.....>

Stamp of the firm/company:

This tender includes the following annexes:

<Numbered list of annexes with titles

ANNEX 1 – DECLARATION OF HONOUR ON EXCLUSION AND SELECTION CRITERIA⁴¹

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

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

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

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

Date of the declaration	Full reference to previous procedure

I – SITUATIONS OF EXCLUSION CONCERNING THE PERSON

(1) declares that the person is in one of the following situations:	YES	NO
(a) it is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under Union or national law;	<input type="checkbox"/>	<input type="checkbox"/>
(b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;	<input type="checkbox"/>	<input type="checkbox"/>
(c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of	<input type="checkbox"/>	<input type="checkbox"/>

⁴¹ Form A.14a

eligibility or selection criteria or in the performance of a contract or an agreement;		
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting 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 may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(d) it has been established by a final judgement that the person is guilty of any of the following:		
(i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, or corruption as defined in other applicable laws;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist offences or offences related to terrorist activities as well as of inciting, aiding, abetting or attempting to commit such offences as defined in Articles 3, 14 and Title III of Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 on combating terrorism;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(e) it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by a contracting authority, the European Anti-Fraud Office (OLAF) or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
(g) it has been established by a final judgment or final administrative decision that the person has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business.	<input type="checkbox"/>	<input type="checkbox"/>

(h) (<i>only for legal persons</i>) it has been established by a final judgment or final administrative decision that the person has been created with the intent provided for in point (g).	<input type="checkbox"/>	<input type="checkbox"/>
(2) declares that, for the situations referred to in points (1) (c) to (1) (h) above, in the absence of a final judgement or a final administrative decision, the person is ⁴² :	YES	NO
i. subject to facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office, the Court of Auditors, or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;	<input type="checkbox"/>	<input type="checkbox"/>
ii. subject to non-final judgments or non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;	<input type="checkbox"/>	<input type="checkbox"/>
iii. subject to facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks;	<input type="checkbox"/>	<input type="checkbox"/>
iv. subject to information transmitted by Member States implementing Union funds;	<input type="checkbox"/>	<input type="checkbox"/>
v. subject to decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law;	<input type="checkbox"/>	<input type="checkbox"/>
vi. informed, by any means, that it is subject to an investigation by the European Anti-Fraud office (OLAF): either because it has been given the opportunity to comment on facts concerning it by OLAF, or it has been subject to on-the-spot checks by OLAF in the course of an investigation, or it has been notified of the opening, the closure or of any circumstance related to an investigation of the OLAF concerning it.	<input type="checkbox"/>	<input type="checkbox"/>

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

Not applicable to natural persons, Member States and local authorities

(3) declares that a natural or legal person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers e.g. company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares), or a beneficial owner of the person (as referred to in point 6 of article 3 of Directive (EU) No 2015/849) is in one of the following situations:	YES	NO	N/A
Situation (1)(c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

⁴² The declaration under this point (2) is voluntary and it cannot have adverse legal effect on the economic operator until the conditions of Article 141(1) (a) FR are met.

Situation (1)(d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (1)(e) above (significant deficiencies in performance of a contract)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (1)(f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (1)(g) above (creation of an entity with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (1)(h) above (person created with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

III – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON

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

IV – OTHER GROUNDS FOR REJECTION FROM THIS PROCEDURE

(5) declares that the above-mentioned person:	YES	NO
Was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise.	<input type="checkbox"/>	<input type="checkbox"/>

V – REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it may indicate remedial measures it has taken to remedy the exclusion situation, in order to allow the authorising officer to determine whether such measures are sufficient to demonstrate its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (1)(d) of this declaration.

VI – EVIDENCE UPON REQUEST

Upon request and within the time limit set by the contracting authority the person must provide information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control,

including legal and natural persons within the ownership and control structure and beneficial owners and appropriate evidence that none of those persons are in one of the exclusion situations referred to in (1) (c) to (f).

It must also provide the following evidence concerning the person itself and the natural or legal persons on whose capacity the person intends to rely, or a subcontractor and concerning the natural or legal persons which assume unlimited liability for the debts of the person:

For situations described in (1): (a), (c), (d), (f), (g) and (h) above, production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (1) (a), (b), production of recent certificates issued by the competent authorities of the country of establishment. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

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

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

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

The person is not required to submit the evidence if it can be accessed on a national database free of charge.

The signatory declares that the following internet address of the database/identification data provide access to the evidence required.

Internet address of the database	Identification data of the document
<i>Insert as many lines as necessary.</i>	

VII – SELECTION CRITERIA

Selection criteria applicable to all consortium members/subcontractors/capacity providing entities

(1) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender documents:	YES	NO	N/A
--	-----	----	-----

(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section [insert] of the contract notice/Instructions to tenderers;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable economic and financial criteria indicated in section [insert] of the contract notice/additional information about the contract notice/Instructions to tenderers;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical criteria indicated in section [insert] of the contract notice/additional information about the contract notice /Instructions to tenderers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) It fulfills the applicable professional criteria indicated in section [insert] of the contract notice/additional information about the contract notice/Instructions to tenderers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) is not subject to conflicting interests which may negatively affect the contract performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Selection criteria applicable to the tenderer as a whole-consolidated assessment
(to be filled **ONLY** by the sole tenderer or the leader in case of consortium)

(2) if the above-mentioned person is the sole tenderer or the leader in case of consortium , declares that:	YES	NO	N/A
(f) the tenderer, including all members of the group in case of consortium and including subcontractors and entities on whose capacity the tenderer intends to rely if applicable, fulfils all the selection criteria for which a consolidated assessment will be made as provided in the tender documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) is not subject to conflicting interests which may negatively affect the contract performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

In case of a procedure with lots the above statements apply to the lot(s) for which the request to participate/tender is submitted.

VIII – EVIDENCE FOR SELECTION

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

Where the evidence is not required to be provided with the request to participate/tender, the person is invited to prepare in advance the documents related to the evidence, since the contracting authority may request to provide these in a short deadline.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority. The documents must have been

issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

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

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

The person is not required to submit the evidence if it can be accessed on a national database free of charge.

The signatory declares that the following internet address of the database/identification data provide access to the evidence required.

Internet address of the database	Identification data of the document
<i>Insert as many lines as necessary.</i>	

IX - DECLARATION ON HONOUR ON ESTABLISHED DEBT TO THE UNION

(to be filled ONLY by the sole tenderer or the leader in case of consortium)

The person, being a sole tenderer/the leader in case of consortium, submitting a request to participate/tender for the above procedure, declares that:

the tenderer, including each member of the group in case of consortium, subcontractors,	YES	NO
does not have an established debt to the Union.	<input type="checkbox"/>	<input type="checkbox"/>

The above-mentioned person must immediately inform the contracting authority of any changes in the situations as declared.

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

Full name

Date

Signature⁴³

⁴³ The declaration is to be signed with:

1. Electronic signature (recommended option):

In case you have the possibility to sign the declaration using a qualified electronic signature (QES), please have it signed electronically by your authorised representative(s). Please note that only the qualified electronic signature (QES) within the meaning of Regulation (EU) No 910/2014 (eIDAS Regulation) will be accepted.

Before sending back your electronically signed document, please check the signature and validity of the certificate with one of the following tools:

- DSS Demonstration validation tool available at <https://ec.europa.eu/cefdigital/DSS/webapp-demo/validation> can help you check the validity of a certificate by indicating the number and type of valid signatures in a document.
- EU Trusted List Browser can be consulted in order to check whether the electronic signature provider and the trust service it provides are part of European Union Trusted List: <https://webgate.ec.europa.eu/tl-browser/#>

TAX AND CUSTOMS ARRANGEMENTS

Article 31 from Annex IV to the Cotonou Agreement

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

To make sure you use a QES compliant to eIDAS Regulation, you need to check that both the service provider and the qualified certificate generation service used are included in the EU Trusted List Browser.

2. Handwritten signature:

In case you do not have the possibility to sign the declaration using a qualified electronic signature (QES), please fill it in electronically, then print it and have it signed and dated by your authorised representative(s) using a hand-written signature.

- (g) personal and household effects imported for use by natural persons, other than those recruited locally, engaged in carrying out tasks defined in a service contract and members of their families, shall be exempt from customs or import duties, taxes and other fiscal charges having equivalent effect, within the limit of the national legislation in force in the beneficiary ACP State.
- 3. Any matter not covered by the above provisions on tax and customs arrangements shall remain subject to the national legislation of the ACP State concerned.

TENDER GUARANTEE FORM

Specimen tender guarantee

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

FDRE, Ministry of Trade and Regional Integration (MoTRI),
Gurd-Shola, Around Century Mall
P.O. Box 704, Addis Ababa, Ethiopia
Telephone: (+251) 115527850/(+251) 115155742
Attention: Procurement and Finance Department
E-mail: motriproc@gmail.com; zerihun12abera@gmail.com
Website: <https://www.motri.gov.et/>

<Date>

Title of contract: Supply and Delivery of five (5) servers

Identification number: MOTRI/EDF-11/TFP/2022/04

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

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

We note that the guarantee will be released at the latest within 45 days of the expiry of the tender validity period, including any extensions, in accordance with Article 8 of the Instructions to tenderers [and in any case at the latest on (1 year after the deadline for submission of tenders)]⁴⁴.

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

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

Name: Position:

Signature:

Date:

⁴⁴ This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

PROVISIONAL / FINAL ACCEPTANCE CERTIFICATE
(delete not applicable)

Contract No : MOTRI/EDF-11/TFP/2022/04

Title: SUPPLY AND DELIVERY OF FIVE (05) SERVERS

Contractor:

Beneficiary:

.....

.....

.....

.....

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

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

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

(delete not applicable)

Date of acceptance:

The contractor

Name:.....

Signature.....

The beneficiary

Name:.....

Signature.....

The project manager (contracting authority)

Name

Signature.....

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

Name:.....

Signature.....]

FORMS

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