

Freetown 21st September 2015

Tender dossier

Contract title: THE NORTHERN LAND CASHEW PROJECT: 'STRENGTHENING TECHNIQUES AND APPROACHES OF SMALL SCALE FARMERS TO ENHANCE CASHEW VALUE CHAIN IN SIERRA LEONE' - Construction/rehabilitation of 6 basic cashew processing units and the supply of the basic cashew processing materials/equipment.

Location: Sierra Leone. **Kambia district:** Barmoi Luma and Madina. **Bombali district:** Makeni, Makump Bana and Foray Loko. **Port Loko district:** Port Loko and Foredugu.

Tender reference number: COOPI/SIERRALEONE/E.U./1/2015

Publication reference: The notice has been published by the two national newspapers "Awoko Newspaper" and "Exclusive Newspaper".

Programme

The Northern Land cashew project 'Strengthening techniques and approach of small scale farmers to enhance cashew value chain in Sierra Leone' (code: **FED/ 2013/322 -245**), a 28 months project funded by the European Union (EU), and the project entitled 'S.I.P.O.F.A in Sierra Leone: participate entrepreneurial development for optimization of cashew production chain in Sierra Leone' (code: **2014-1821 SI.PO.FA.**) funded by Cariplo Foundation. These programmes aim to establish the basis for the development of better quality cashew value chain in Sierra Leone in order to increase economic growth and improve livelihoods for poor small farmers households, contributing in the overall poverty reduction strategy.

Description of the contract

COOPI is launching a tender for purchasing of small scale basic cashew processing materials/equipment and the construction or rehabilitation of 6 small scale community level cashew processing units.

The materials/equipment and processing units are to be delivered to the beneficiaries of the EU Funded project number FED- 2013/322- 245 and of the Cariplo funded project number 2014-1821 SI.PO.FA. The tender is divided in 3 lots in order to keep in the same lot items belonging to the same nature. Details about the required tasks, places of delivery and deadlines for the delivery are specified following in this dossier. All the participants can apply for 1 or more or all the lots.

This tender has a set budget. Tenderers must submit a price per unit. Depending on the unit price submitted, COOPI reserves the right to choose to construct/rehabilitate only part of the lots. An overall price for all of the construction/rehabilitation works also needs to be submitted. After the opening of the offers, the winner/winners will sign a contract with COOPI according to the tender's rules.

The tender dossier is available at:

COOPI (Cooperazione Internazionale) office



COOPI - COOPERAZIONE INTERNAZIONALE
SIERRA LEONE COUNTRY OFFICE:
49H off Spur Rd. Freetown Sierra Leone
Email: pm.cariplo.siel@coopi.org
Web: www.coopi.org

OFF SPUR ROAD 49H
FREETOWN (SIERRA LEONE)

or

pm.cariplo.siel@coopi.org

Period of execution

30 days after the signature of the contract for lot 3. For lot 1 and lot 2 it will be submitted by the tenderer (see Annex IV), and in any case by the project completion.

Deadline for submission of tenders

The deadline for submitting the offers will be: **12th October 2015 by 12:00 Noon**

The offers have to be delivered by hand and following the conditions mentioned below at:

- COOPI (Cooperazione Internazionale) office in Freetown (Sierra Leone), OFF SPUR ROAD 49H, FREETOWN (SIERRA LEONE),

or

- COOPI office in Makeni (Sierra Leone): KABALA HIGHWAY 74, MAKENI.

The submission of tenders must be combined with the public opening of COOPI offices: from Monday to Friday, from 8:00 AM to 5:00 PM.

Costs incurred by the tenderer in preparing and submitting the tender proposals will not be reimbursed. Any tender received after this deadline will not be considered.

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A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF:
COOPI/SIERRALEONE/E.U./1/2015

1. Tasks to be executed

1.1 COOPI - Cooperazione Internazionale - has received a grant from the European Union and from Cariplo Foundation for the implementation of the operations titled 'Strengthening techniques and approaches of small scale farmers to enhance cashew value chain in Sierra Leone' and 'S.I.P.O.F.A in Sierra Leone: participate entrepreneurial development for optimization of cashew production chain in Sierra Leone' respectively, and intends to apply a portion of these grants to payments under this contract. No party other than COOPI – Cooperazione Internazionale shall derive any rights from the grant or have any claim to its proceeds. Under no circumstances or for no reason whatsoever will the donor entertain any request for indemnity or payment directly submitted by the humanitarian organisation's contractors.

1.2 The subject of the contract is the implementation by the Contractor/s of the following tasks: the construction of four (4) basic cashew processing units, the rehabilitation of two (2) basic cashew processing units, and the delivery of basic cashew processing materials/equipment as described specifically in the ANNEX III of this tender dossier.

1.3 The tender is divided in three lots:

Lot 1: Construction of 4 basic raw cashew nut (RCN) processing units (from harvest to storage).

Lot 2: Rehabilitation of 2 Agriculture Business Centers (ABC) to obtain RCN processing units (from harvest to storage).

Lot 3: Supply of RCN processing equipment/material.

The technical specifications of the supplies, construction and rehabilitation, including quantities, models, measurements, costs, etc. must be entered in the Model of financial/technical offer (Annex III of this tender dossier).

1.4 Tenderers are not authorised to tender for a variant in addition to the present tender. Nevertheless, the Contracting Authority reserves the right to alter the final amount of items to be purchased, and the final amount of units to be constructed or rehabilitated, which will appear in the contract to the awarded.

1.5 It is mandatory that the tender dossiers are delivered at Contracting Authority offices in the specified locations (see section 8) not later than date reported in the following timetable.

2. Timetable

Activity	Data	Time
Publication of Tender	21 st of September 2015	
Tender dossier and relevant documents available at COOPI Office:	From 21 st of September 2015 8:00 AM, to 9 th of October 2015 12:00 noon.	
Deadline for requesting clarifications from the Contracting Authority	6 th of October 2015	5:00 PM

Last date on which clarifications are issued by the Contracting Authority	9 th of October 2015	5:00 PM
Deadline for submission of tenders	12 th of October, 2015	12.00 AM
Tender opening session	12 th of October, 2015	14.00 AM
Notification letter to winner/s and losers	23 th of October, 2015	
Foreseen date for the signature of the contract	27 th of October, 2015	
Deadline for delivering of Lot 1	The delivery time for construction will be suggested by the winner. The shortest time ensuring the quality of the constructions will be considered one of the criteria, but not the only one, for the assignment of the contract (see Annex XII)	The winner/s will provide a work plan to be submitted to the Contractor.
Deadline for delivering of lot 2	The delivery time for rehabilitation will be suggested by the winner. The shortest time ensuring the quality of the rehabilitation will be considered one of the criteria, but not the only one, for the assignment of the contract (see Annex XII)	The winner/s will provide a work plan to be submitted to the Contractor.
Deadline for delivering of lot 3	30 days after the contract signature, according to the work plan presented by the tenderer in Annex IV	12.00 AM To be delivered at COOPI office warehouse in Makeni

3. Participation

- 3.1. Participation in this tendering procedures is open on equal terms to all persons coming within the scope of the declarations annexed herein (Annex II) and to all such natural and legal persons.
- 3.2. These terms refer to all legal entities, companies or partnerships constituted under, and governed by, the civil, commercial or public law of their states and having their statutory office, central administration or principal place of business there. A legal entity, company or partnership having only its statutory office there must be engaged in an activity which has an effective and continuous link with the economy of the state concerned. Tenderers must provide evidence of their status.
- 3.3. These rules apply to:
 - a) tenderers
 - b) members of a consortium
 - c) any subcontractors.
- 3.4. Candidate or tenderers must sign declarations regarding the compliance to ethical standards and the non-exclusion clauses (annex II).
- 3.5. To be eligible for participation in this tender procedure, tenderers must prove to the satisfaction of the Contracting Authority that they comply with the necessary administrative, technical and financial requirements and have the wherewithal to carry out the contract effectively (see Annex I - Application form).

3.6. According to the Common Implementing Rules (CIR) and considering the total amount involved, this tender procedure benefits from the general derogation to the rule of origin for supplies.

4. Currency

4.1. Tenders must be presented in Euro (European Union currency).

5. Items requested, quantities and lots

This tender procedure is divided into three lots.

The tenderer can participate in only 1 lot, 2 or 3 of the lots.

Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances will tenders for part of the quantities required be taken into consideration. If the tenderer is awarded more than one lot, a single contract may be concluded covering all those lots.

6. Period of validity

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

6.2. The successful tenderer will be bound by the tender for a further period of 60 days following receipt of the notification that the tenderer has been selected.

7. Language of offers

7.1. The offers, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in English.

8. Submission of tenders

8.1. Tenders must be received before the deadline specified in section 2 and in the letter of invitation to tender. They must include the Application form (Annex I of this tender dossier) and be sent to the following address:

COOPI - COOPERAZIONE INTERNAZIONALE
SIERRA LEONE COUNTRY OFFICE:
49H off Spur Road, Freetown, Sierra Leone

or

COOPI – COOPERAZIONE INTERNAZIONALE
Kabala Highway 74, Makeni, Sierra Leone

Tenders must comply with the following conditions:

8.2. All tenders must be submitted in two original copies typewritten or hand written in ink (Microsoft Word versions are available from pm.cariplo.siel@coopi.org). All tenders must be received at the COOPI – COOPERAZIONE SIERRA LEONE COUNTRY OFFICE (same address mentioned above) before the deadline date and time specified in Article 2, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by COOPI Head of Mission or Country Administrator or his/her representative.

8.3. All tenders, including annexes and all supporting documents, must be submitted two separate sealed envelopes (1 per each copy) bearing only:

- a) the above address;
- b) the reference code of this tender procedure (i.e. COOPI/SIERRALEONE/E.U./1/2015)
- c) 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 and "we nur go open dae tender befo de open session";
- e) the name of the tenderer.

9. Content of tenders

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

- Annex I: Application form
- Annex II: Non - Exclusion Clauses Declaration and Declaration of Supplier Compliance to Ethic Standards
- Annex III: Model of financial/technical offer
- Annex IV: Work Plan for performing the task
- Annex VI: Feasibility form of services
- Annex VII: Model Performance Guarantee Form (See article 16. Performance Guarantee).

And possibly:

- Balance sheets or extracts from balance sheets for at least the last two years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established
- The curriculum vitae describing of the educational and professional qualifications of the person or persons responsible for providing the services/carrying out the work/responsible for the contract;
- Appropriate statements from banks or evidence of professional risk indemnity insurance;
- A statement of overall turnover concerning works done by the company from the last three financial years.
- Regarding supplies: samples, descriptions and/or authentic photographs and/or certificates drawn up by official quality control institutes or agencies of recognised competence attesting the conformity of the products with the specifications or standards in force.

10. Pricing

- 10.1. The prices of the offers will be expressed in Euro and they must be expressed in a lump sum basis that must be inclusive of all annexed costs such as taxes, transport, handover and work on site.
- 10.2. The prices will be considered fixed and valid for the entire duration of the contract until the complete execution of the work/delivery. No additional charge of whatsoever nature and type will be accepted by the Contracting Authority.
- 10.3. Depending on whether the supplies proposed are manufactured locally or are to be imported into Sierra Leone, Tenderers must quote, by lot, unit (and overall) prices for their tenders on one of the following bases:
 - a) For supplies manufactured locally, unit and overall prices must be quoted for delivery to the place of destination and in accordance with the above conditions, specifying domestic taxation applicable to their manufacture and sale;
 - b) For supplies to be imported into Sierra Leone, unit and overall prices must be quoted for delivery to the place of destination and in accordance with the above conditions, including all duties and taxes applicable to their importation and excluding VAT, from which they are exempt.
- 10.4 Whatever the origin of the supplies, the contract is exempt from stamp and registration duties.

11. Additional information before the deadline for submission of tenders

- 11.1. The tender dossier states the procedure for candidates invited to tender to request additional information during the procedure. If the Contracting Authority, either on its own initiative or in response to a request from a prospective tenderer, provides additional

information on the tender dossier, it must send such information in writing/electronically to all other prospective tenderers at the same time.

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

11.3 Tenderers may submit questions in writing by email to the all following address: pm.cariplo.siel@coopi.org, until the date specified in Article 2 of this document, specifying the publication reference and the contract title.

12. Alteration or withdrawal of tenders

12.1. Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 8.2. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

12.2. Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 8. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.

12.3. No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 8.2 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

13. Costs and ownership of preparing tenders

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

13.2 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

14. Opening of tenders

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

14.2. The tenders will be opened in public session on date and time and in the place specified in Article 2 at COOPI (Cooperazione Internazionale) conference hall OFF SPUR ROAD 49 H, FREETOWN by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request.

14.3. At the tender opening, the tenderers' names, the tender prices, written notifications of modification and withdrawal, the presence of the requisite tender guarantee and such other information as the Contracting Authority may consider appropriate must be announced.

14.4. 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.

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

14.6. All tenders received after the deadline for submission specified in the procurement notice or these instructions will be kept by the Contracting Authority. The associated guarantees may be returned to the tenderers on request. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

15. Evaluation of tenders

15.1. 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.

Decisions to the effect that a tender is not technically 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.

15.2 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.

15.3 To facilitate the examination, evaluation and comparison of tenders, the evaluation committee may ask each tenderer individually for clarification of their tender, including breakdowns of prices. The request for clarification and the response must be in writing only, but no change in the price or substance of the tender may be sought, offered or permitted. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

15.4 Financial evaluation:

The rates and prices inserted in the bill of quantities must correspond to the conditions laid down in the tender documents (in Annex III: Model of financial/technical offer). The financial and economic standing of the tenderer will be evaluated by the evaluation committee.

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

- a) where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
- b) 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.
- c) amounts corrected in this way will be binding on the Tenderer. If the Tenderer does not accept them, his tender will be rejected

15.5 Award criteria:

The tender commission will not necessarily choose on the basis of lowest price alone but will award one of received offer on the basis of value for price, time, quality, compliance with international norms and delivery criteria. The experience of the tenderer in the performance of similar contracts will be as well a criterion for selection (See Annex X: COOPI evaluation grid).

16. Performance guarantee

- 16.1. The successful tenderer will be informed in writing that its tender has been accepted (see below: notification of award). Before the Contracting Authority signs the contract with the successful tenderer, a Performance Guarantee must be provided for the full amount of the pre-financing payment.
- 16.2. The Performance Guarantee shall be in the format provided for in the contract and may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company, an irrevocable letter of credit or a cash deposit made with the Contracting Authority. If the Guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque or a bond, it shall be issued by a bank or bonding and/or insurance company approved by the Contracting Authority.
- 16.3. The Performance Guarantee shall be provided on the letterhead of the financial institution using the template provided in Annex VII.
- 16.4. The evidence or these documents or statements must carry a date, which cannot be more than 180 days in relation to the deadline for the submission of the tender. In addition, a sworn statement shall be furnished stating that the situations described in these documents have not changed since then.
- 16.5. If the successful tenderer fails to provide this documentary proof or statement at the signature of the contract, the award will be considered null and void. In such case, the Contracting Authority may award the tender to another tenderer or cancel the tender procedure. If the contract is terminated for any reason whatsoever, the Performance Guarantee may be invoked forthwith in order to repay any balance still owed to the Contracting Authority by the Contractor, and the guarantor shall not delay payment or raise objection for any reason whatsoever.

17. Signature of the contract

- 17.1 Within 2 (two) days (also see article 2) of receipt of the contract already signed by the Contracting Authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee, to the Contracting Authority. Upon signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.
- 17.2 If the successful tenderer fails to sign and return the contract and any financial guarantee required within 2 (two) days (also see article 2) 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.
- 17.3 After the signature of the contract, the Contractor shall provide any detailed information requested by the Contracting Authority, the European Union or other donors, the European Anti-Fraud Office (OLAF), and the Court of Auditors, or by any other qualified outside body chosen by the Donor or by the Contracting Authority for the purposes of checking that the activities implemented in the context of the present contract are being properly carried out. The Contractor therefore allows the Contracting Authority, the European Union, other donors, the European Anti-Fraud Office (OLAF), and the Court of Auditors to carry out the documentary and on-the-spot checks deemed necessary by the abovementioned authorities.

18. Ethics and Exclusion clauses

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

- 18.2. Without the Contracting Authority's prior written authorisation, a Contractor and its staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out work or supply equipment for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 18.3. When putting forward a candidacy or tender, the candidate or tenderer shall declare that he is affected by no potential conflict of interest and has no particular link with other tenderers or parties involved in the project. Should such a situation arise during performance of the contract, the Contractor must immediately inform the Contracting Authority.
- 18.4. The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. The Contractor shall refrain from making public statements about the project or services without the Contracting Authority's prior approval. The Contractor may not commit the Contracting Authority in any way without its prior written consent.
- 18.5. For the duration of the contract the Contractor and its staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.
- 18.6. The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 18.7. The Contractor and its staff shall be obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor shall be confidential.
- 18.8. The contract shall govern the Contracting Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 18.9. The Contractor shall refrain from any relationship likely to compromise his independence or that of its staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice, and without the Contractor having any claim to compensation.
- 18.10. The Contracting Authority reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.
- 18.11. All 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.
- 18.12. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.
- 18.13. The Contractor shall supply the Contracting Authority on request with all supporting documents relating to the conditions of the contract's execution. The Contracting Authority may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.
- 18.14. When putting forward a candidacy or tender, the candidate or tenderer shall declare its commitment to the non-exploitation of child labour and to the respect of basic social rights and working conditions (see declaration to be signed in Annex II). The Contracting Authority may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence of the enforcement of the above mentioned principles.

19. Cancellation of the tender procedure

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

Cancellation may occur where:

- the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the project impossible;
- all technically compliant tenders exceed the financial resources available;
- the support in scope of this tender is reached with differed means of cancelled from the programme (FED/ 2013/322 -245 and 2014-1821 SI.PO.FA.);
- there have been irregularities in the procedure, in particular where these have prevented fair competition.

In no circumstances will the Contracting Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a tender, even if the Contracting Authority has been advised of the possibility of damages. The publication of a procurement notice does not commit the Contracting Authority to implement the programme or project announced.

20. Partial cancellation of the tender procedure

20.1 the Contracting Authority is allowed to re-design the quantities of packages to purchase and distribute depending on the actual needs of beneficiaries which will be assessed after the Tender assignment;

20.2 In the event of a tender procedure's partial cancellation, Tenderers will be notified by the Contracting Authority.

B. ANNEXES

Annex I: Application Form

Annex II: Declarations from supplier

- Non-exclusion clauses declaration
- Compliance to ethical standards declaration

Annex III: Model of financial/technical offer

Annex IV: Work plan for performing the task

Annex V: Contract template. General and Special Conditions

Annex VI: Feasibility form of services

Annex VII: Model performance guarantee

Annex VIII: Design of processing unit to be built

Annex IX: Technical report on ABCs to be rehabilitated

Annex X: Evaluation Grid

Annex I

Application Form

Application Form

Procurement notice: COOPI/SIERRALEONE/E.U./1/2015

Contract title: The Northern Land cashew project: 'strengthening techniques and approaches of small scale farmers to enhance cashew value chain in Sierra Leone' - Construction/rehabilitation of 6 basic cashew processing units and the supply of the basic cashew processing materials/equipment.

Lot number & lot title, if applicable:.....

One signed original application must be supplied (for each lot, if the tender procedure is divided into lots). The application must include a signed declaration using the annexed format from each legal entity making the application. **All data included in this application must concern only the legal entity or entities making the application.**

Any additional documentation (brochure, letter, etc) sent with an application 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 partners.

1 SUBMITTED by (i.e., the identity of the Candidate)

	Name(s) of legal entity or entities making this application	Nationality ⁺
Leader*		
Partner 2*		

*add / delete additional lines for consortium partners as appropriate. **Note that a sub-contractor is not considered to be a consortium partner for the purposes of this application form.** If this application is being submitted by an individual legal entity, the name of that legal entity should be entered as 'Leader' (and all other lines should be deleted). Any change in the identity of the Leader and/or any consortium partners between the deadline for receipt of applications indicated in the Procurement Notice and the award of the contract (other than for reason of changes to the legal structure of the individual entities concerned) will result in the immediate exclusion of the Candidate from the tender procedure.

⁺Country in which the legal entity is registered

2 CONTACT PERSON (for this application)

Name	
Organisation	
Address	
Telephone	
Fax	
e-mail	

3 ECONOMIC AND FINANCIAL STANDING

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

Financial data	Year before last €	Last year €	This year €	Next year €	Average ^α €
Annual revenue ^β , excluding this contract					
Net Capital					
Assets at 31/12					
Liabilities at 31/12					
Annual balance					

* if this application is being submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium partners – see point 7 of this application form.

^α Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the four preceding columns of the same row.

^β Please refer to the International Accounting Standards (relevant extracts of which are included in the attached Declaration format) for definitions of the information required.

4 STAFF RESOURCES

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

Average manpower	Year before last		Last year		This year	
	Overall	Total for fields related to this contract ^ε	Overall	Total for fields related to this contract ^ε	Overall	Total for fields related to this contract ^ε
Permanent staff ^φ						
Other staff ^γ						
Total						
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%

* if this application is being submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium partners – see point 7 of this application form.

^ε corresponding to the relevant specialisations identified in point 5 below

^φ staff directly employed by the Candidate on a permanent basis (i.e., under indefinite contracts)

^γ other staff not directly employed by the Candidate on a permanent basis (i.e., under fixed-term contracts)

5 EXPERIENCE

1. Number of years of experience in implementing tasks similar to the object of the contract (in the past three years) 1. Name of the implementing partner and name of the contact person for references 2. Brief description of the task carried out and location	
2. Main collaboration with international Organisations and NGOs (in the past three years) 3. Name of the implementing partner and name of the contact person for references 4. Brief description of the task carried out and location	

6 STATEMENT

I, the undersigned, being the authorised signatory of the above Candidate (including all consortium partners, in the case of a consortium), hereby declare that we have examined the procurement notice for the tender procedure referred to above.

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

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

This tender is valid for a period of 8 months from the final date for submission of tenders and till the end of the construction work.

We have examined and accept in full the content of the dossier for invitation to tender No. COOPI/SIERRALEONE/E.U./01/2015. We hereby accept its provisions in their entirety, without reservation or restriction.

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 (*please mark the lot you want to offer*):

- Lot no. 1: Construction of 4 basic raw cashew nut (RCN) processing units (from harvest to storage): (*signature*).....
- Lot no. 2: Rehabilitation of 2 Agriculture Business Centers (ABC) to obtain RCN processing units (from harvest to storage): (*signature*).....
- Lot no. 3: Supply of RCN processing equipment/material: (*signature*).....

As detailed in the technical annexes

Signed on behalf of the Candidate

Name	
Signature	
Date	

Annex II

Declarations from supplier

- Non-exclusion clauses declaration
- Compliance to ethical standards declaration

Non-exclusion clauses declaration

To be completed and signed by the tenderer (including one from each partner in a consortium).

The undersigned.....

Owner of the Company/Organization:

Located in: Address.....
Country.....

Tel./Fax.....e-mail.....

Declares that the company run and operated by the undersigned and myself:

1. We have examined and accept in full the content of the dossier for invitation to tender No. (.....) of (...../...../.....). We hereby accept its provisions in their entirety, without reservation or restriction.
2. We are submitting this application in our own right and (as partner in the consortium led by (name of the leader / ourselves.....)) for this tender (Lot No.....). We confirm that we are not tendering for the same contract in any other form. We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, that the performance of the contract, including payments, is the responsibility of the lead partner, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance.
3. We are not in any of the situations excluding us from participating in contracts which are listed in Article 18 of the instructions to tenderers and in this declaration. In the event that our tender is successful, we undertake to provide the proof usual under the law of the country in which we are established that we do not fall into the exclusion situations listed in article 18. The date on the evidence or documents provided will be no earlier than 180 days before the deadline for submission of tenders and, in addition, we will provide a sworn statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.
4. We also understand that if we fail to provide this proof within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award will be considered null and void.
5. We agree to abide by the ethics clauses that we have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application.

6. We declare that we not fall into one of the following situations and shall be excluded from participation in a procurement procedure (articles 93 and 94 relative to EU Financial regulations) if we:
7. are bankrupt or being wound up, are having affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
8. Have been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata.
9. Have been guilty of grave professional misconduct
10. Have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which we are established or with those of the country of the contracting authority or those of the country where the contract is to be performed.
11. Have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the Communities' financial interests.
12. Have been declared to be in serious breach of contract for failure to comply with contractual obligations.
13. We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. 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 European Communities.
14. 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.

Name and surname: (.....)

Duly authorised to sign this tender on behalf of:

(.....)

Place and date: (.....)

Stamp of the firm/company:

Compliance to ethical standards declaration

The undersigned.....
 Owner of the Company/Organization:
 Located in: Address.....
 Country.....
 Tel./Fax.....e-mail.....

Declares that the company run and operated by the undersigned has not been convicted of or under investigation of any criminal offence or activity such as the following:

- manufacturing or commercialization of arms;
- activities producing serious negative impact on persons or the environment;
- employment of persons below the minimum legal age for employment;
- violation of civil rights;
- violation of workers' rights;
- scientific experimentation on weak or defenceless individuals or animals;
- exclusion/marginalization of minorities or entire categories of a population;
- direct relationship of complicity with a regime that notoriously disrespects human rights and/or is responsible for seriously compromising the environment;
- pornography, commodification of sex and pedophilia;
- gambling.

I furthermore declare to be fully aware that if the present declaration results false, in part or in whole, COOPI has the right to null and void the present contract with my company or organization without notice.

In faith,

Location, date

Signature (and rubber stamped)

Annex III

Model of financial/technical offer

Model of financial/technical offer

(to be tailored to the specific object of tender)

LOT 1: Construction of 4 Basic Raw cashew nut (RCN) processing units (from harvest to storage)

PUBLICATION REFERENCE: COOPI/SIERRALEONE/E.U./1/2015

NAME OF TENDERER:

Please read carefully Article 10 – Pricing, and other related Articles in the Instructions to Tenderers before compiling this sheet.

Please note that prices are inclusive of delivery at the specified locations. Please provide details on transportation insurance costs. The Tenderer can enclose to this annex additional separate sheets for detail if necessary.

Item No.	Item	Specification	Quantity	Place of delivery	Unit cost with delivery (in EUR)	Total
1	Construction of Basic Raw cashew nut (RCN) processing units (from harvest to storage)	The design of unit to be built is reported in Annex VIII	4	1. One unit in Port Loko town (Port Loko district, Maforki chiefdom), on the land of Mabu ABC ¹ ; 2. one unit in Foreduku (Port Loko district, Buya Romende chiefdom), on the land of Kamuyu ABC; 3. one unit in Madina (Kambia district, Tonko Limba chiefdom), on the land of Nye A kur ABC; 4. one unit in Barmoi Luma (Kambia district, Magbema chiefdom), on the land of Nerica ABC.		
Total						

NOTE: the offer will include doors, windows and everything complementary to the construction and painting. The construction has to be finished in all the details. COOPI will not pay any further amount of money for any other reason to the winner/s.

To pay attention

The model of financial/technical offer must be prepared by the Tenderer considering the **design of the processing unit to be built** reported in Annex VIII.

The specification reported in the unit design for lot 1 (see Annex VIII) must be respected by the winner for the construction of unit (area, dimension, form, etc.). Alternatively, the tender may

¹ Agriculture Business Center

submit their own design. In any case, **it is strictly requested** that the slope between roof and floor is 15° and the roof is orientated towards south. This is for the provision of a solar system to the unit. A **price to build a water well** should also be supplied in the proposal as an optional extra. For those interested in construction, we suggest to visit the sites. A person of COOPI staff will be available for any useful indication or support to attend the visit. The delivering time of the concluded constructions must be proposed by the Tenderer and clearly reported in the Annex IV (Work plan for performing the task). The shortest time will be considered one of the criteria for the assignment of the contract (see Annex XII).

Done at:(.....), (...../...../.....)

by (name)

On behalf of (.....)

(tenderer's stamp and signature)

LOT 2: Rehabilitation of Agriculture Business Centers (ABC) to obtain basic RCN processing units (from harvest to storage)

PUBLICATION REFERENCE: COOPI/SIERRALEONE/E.U./1/2015

NAME OF TENDERER:

Please read carefully Article 10 – Pricing, and other related Articles in the Instructions to Tenderers before compiling this sheet.

Please note that prices are inclusive of delivery at the specified locations. Please provide details on transportation insurance costs. The Tenderer can enclose to this annex additional separate sheets for detail if necessary.

Item No.	Item	Specification	Quantity	Place of delivery	Unit cost with delivery (in EUR)	Total
1	Rehabilitation of ABCs to obtain basic raw cashew nut (RCN) processing units (from harvest to storage). The ABCs to be rehabilitated are: Ladeka ABC in Makump Bana and Sapa ABC in Foray Loko	Tenderer must present a project/proposal for rehabilitation of each ABC unit	2	1. Makump Bana (Bombali district, Bombali Shebora chiefdom) 2. Foray Loko (Bombali district, Gbendembu Ngowahun chiefdom)		
Total,						

NOTE: the offer will include doors, windows, and everything complementary to the rehabilitation. The rehabilitation has to be finished in all the details. COOPI will not pay any further amount of money for any other reason to the winner/s.

To pay attention

The Tenderer **must present a detailed project/proposal for the rehabilitation of each ABC unit of lot 2 and enclose them to this Model of financial/technical offer.** Tenderers can use the

technical report of ABCs reporting state and features of each ABC (see Annex IX) to elaborate the projects/proposals. In case the roof needs to be redone **it is strictly requested** that the slope between roof and floor is 15°. For tenderers of Lot 2, we suggest to visit the sites and ABC units, a person of COOPI staff will be available for any useful indication or support. The tenderer should evaluate also condition of drying floor and water well to prepare the rehabilitation project. The submitted project should include same rehabilitation of drying floor and water well if they need.

The winner project must be strictly respected by the contractor for the rehabilitation of ABC units.

The delivering time of the rehabilitated units must be proposed by the Tenderer and must be clearly reported in the submitted project (enclosed to this Model of financial/technical offer) and in the Annex IV (Work plan for performing the task). The shortest time will be considered one of the criteria for the assignment of the contract (see Annex XII).

Done at:(.....), (...../...../.....)

by (name)

On behalf of (.....)

(tenderer's stamp and signature)

LOT 3: Supply of RCN processing equipment/material

PUBLICATION REFERENCE: COOPI/SIERRALEONE/E.U./1/2015

NAME OF TENDERER: (.....)

Please read carefully Article 10 – Pricing, and other related Articles in the Instructions to Tenderers before compiling this sheet.

Please note that prices are inclusive of delivery at the specified locations. Please provide details on transportation insurance costs. The Tenderer can enclose to this annex additional separate sheets for detail if necessary.

Item No.	Item	Specification	Quantity	Place of delivery	Unit cost with delivery (in EUR)	Total
1	Moisture meter	Digital display: Size:121x55x28mm.Precision of ±2%	6	COOPI Office in Makeni. Address: COOPI - Cooperazione Internazionale, 74 Kabala Highway 74, Makeni		
2	Nylon string	Not more than two yard	1200			
3	Jutes bages	3ftx4ft	600			
4	Plastic water tank	1,500 liters	6			
5	Electronic balance for KOR test	5kg maximum	30			
6	Catheter bag		30			
7	Hand gloves	by carton	12			
8	Balance	100kg precision	6			
9	A pair of scissors specially designed for cutting RCN	Locally produced	30			
10	Scooper		30			
11	Plastic bucket/bows	10kg capacity	72			
12	4 Plastic bowls	Different colors: red, yellow, green and blue	72			
13	A pair of latex gloves to protect hands	By cartons	12			
14	Barres/ bins	200kg	18			
15	Pallet	Wooden	120			
16	Caliberation machine	Could produce 3-8 nut sizes	2			
Total						



COOPI - COOPERAZIONE INTERNAZIONALE
SIERRA LEONE COUNTRY OFFICE:
49H off Spur Rd. Freetown Sierra Leone
Email: pm.cariplo.siel@coopi.org
Web: www.coopi.org

NOTE: The transportation and delivery cost of the equipment supplies has to be included in the offer. COOPI will not pay any further amount of money for any other reason to the winner/s.

The winner must supply and deliver all items reported in the table by the deadline, i.e. 30 days after the contract signature.

Done at:(.....), (...../...../.....)

by (name)

On behalf of (.....)

(tenderer's stamp and signature)

Annex IV

Work plan for performing the task

Work plan for performing the task

To enclose:

Approximate dynamic plan (GANTT) for performing the task that will correspond to the deadline from the offer (*to be completed by the tenderer*).

The following plan, prepared by the Tenderer, begins when the foreseen deadline of the signature of the contract and lasts till the complete delivery of the items.

The delivering time of the concluded constructions must be clearly reported by the tenderer in the following table. The shortest time will be considered one of the criteria for the assignment of the contract (see Annex XII). The deadline reported in this work plan **must be strictly respected** by the contractor for the construction of processing units.

Lot 1	October 2015	November 2015				December 2015				January 2016				February 2016				
Activity	Week 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	notes
Signature of the contract																		Signature: 27 th of October
Preparation of the ground																		
Foundation																		



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Walls																		
Roof																		
Details (<i>doors, windows, and everything complementary to the construction and painting</i>)																		
Delivering of finished construction																		

Please, if needed, add any additional note to the work plan:

The delivering time of the rehabilitated units must be clearly reported by the tenderer in the following table. The shortest time will be considered one of the criteria for the assignment of the contract (see Annex XII). The deadline reported in this work plan **must be strictly respected** by the contractor for the rehabilitation of processing units.

Lot 2	October 2015	November 2015				December 2015				January 2016				February 2016				
Activity	Week 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	notes
Signature of the contract																		Signature: 27 th of October
Preparation of the ground																		
Foundation																		
Walls																		
Roof																		
Details (doors, windows, and everything complementary to the rehabilitation)																		



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Delivering of rehabilitated unit																		
-------------------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Please, if needed, add any additional note to the work plan:

The deadline for delivering of lot 3 must be in any case **30 days after the contract signature**.

Lot 3	October 2015	November 2015				
Activity	Week 1	2	3	4	5	notes
Signature of the contract						<i>Signature: 27th of October</i>
Market investigation						
Collecting the items						
Preparation of Items						
Organization of delivery						
Delivery in specified locations						<i>The deadline for delivering of lot 3 must be in any case 30 days after the contract signature</i>

Please, if needed, add any additional note to the work plan:

Annex V

Contract template. General and Special Conditions

Contract Template. Special Conditions.

COOPI (Cooperazione Internazionale) hereinafter referred to as "The Contracting Authority",
represented by *(name of the representative)*

of the one party, and

(Name of the successful tender) (acronym) hereinafter referred to as "the Contractor" *(name of the representative)*

of the other party,

have agreed as follows:

Article 1 Subject

- 1.1 COOPI – Cooperazione Internazionale has received a grant from the European Union and Cariplo Foundation for the implementation of complementary projects called 'The Northern Land cashew project: strengthening techniques and approach of small scale farmers to enhance cashew value chain in Sierra Leone' and 'S.I.P.O.F.A in Sierra Leone: participate entrepreneurial development for optimization of cashew production chain in Sierra Leone' and intends to apply a portion of that grant to payments under this contract. The donors will establish the final amount of the grant and will liquidate it to COOPI – Cooperazione Internazionale on completion of the operation on the basis of the expenses presented and declared eligible. No party other than COOPI – Cooperazione Internazionale shall derive any rights from the grant or have any claim to its proceeds. Under no circumstances or for no reason whatsoever will the donor entertain any request for indemnity or payment directly submitted by the humanitarian organisation's contractors.
- 1.2 The subject of the contract shall be *the construction and/or rehabilitation and/or delivery* at Port Loko, Foredugu, Madina and Barmoi Luma (for construction) and/or at Makump Bana and Foray Loko (for rehabilitation) and/or Makeni (for deliver) by *(performance time limit suggested by the winner for lot 1 and 2; 30 day from signature of contract for lot 3)* by the Contractor, of the following supplies/ work construction;

Note for work contracts: it is suggested to state explicitly that transport of material, equipment and labour form part of the work on site. Therefore it is up to the Contractor to verify the accessibility of the construction site and its logistical conditions.

Lot 1: Construction of basic raw cashew nut (RCN) processing unit (from harvest to storage).

Lot 2: Rehabilitation of Agriculture Business Centers (ABC) to obtain RCN processing units (from harvest to storage).

Lot 3: Supply of RCN processing equipment/material.

1.3 The Contractor shall comply strictly with all the terms of the Conditions and the technical specifications in this Contract (including any changes under the proposed variant).

1.4 For the Lot 1 the place of acceptance of the supplies shall be at Port Loko and Foredugu in Port Loko district, and at Madina and Barmoi Luma in Kambia district, the time limits for delivery shall be specified by contractor and in any case by February 2016. The delivery period shall run from the date of the signature of the contract by both Parties until the date specified by contractor and in any case by February 2016.

For the Lot 2 the place of acceptance of the supplies shall be at Makump Bana and Foreloko in Bombali district, the time limits for delivery shall be specified by contractor and in any case by February 2016. The delivery period shall run from the date of the signature of the contract by both Parties until the date specified by contractor and in any case by February 2016.

For the Lot 3 the place of acceptance of the supplies shall be COOPI office in Makeni (Bombali district), the time limits for delivery shall be 30 days after the signature of contract. The delivery period shall run from the date of the signature of the contract by both Parties until 30 days after the signature of contract.

1.5 The Contractor shall provide any detailed information requested by the Contracting Authority, the National Authorising Office NAO and European Union, and other Donors, the European Anti-Fraud Office (OLAF), and the Court of Auditors, or by any other qualified outside body chosen by the Donor or by the Contracting Authority for the purposes of checking that the activities implemented in the context of the present contract are being properly carried out. The Contractor therefore allows the Contracting Authority, NAO and other Donors, the European Anti-Fraud Office (OLAF), and the Court of Auditors to carry out the documentary and on-the-spot checks deemed necessary by the abovementioned authorities.

Article 2 Price

2.1 The contractor acknowledges the content of the technical specifications and will execute the task as described in the subject for the total amount of:

..... **European Union Currency (Euro)**

- 2.2** The price referred to in Article 2.1 above shall be the sole remuneration owed by the Contracting Authority to the Contractor under the contract. It shall be firm and shall not be subject to revision.
- 2.3** Since the Contractor is deemed to have determined its prices on the basis of its own calculations, operations and estimates, it shall, at no additional charge, carry out any work that is the subject of any item in the tender for which the Contractor indicates neither a unit price nor a lump sum.

Article 3 Order of precedence of contract documents

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

3. the contract agreement, including the General and Special conditions;
4. the Contractor's tender, including annexes number I, II, III, IV, VI, VII, (VIII)
5. other provisions of the tender dossier.

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

Article 4 General Obligations

- 4.1** The Contractor shall perform the contract with due care and diligence including, where specified, the design, manufacture, delivery to site, erecting, testing and commissioning of the supplies and carrying out of any other work including the remedying of any defects in the supplies. The Contractor shall also provide all necessary equipment, supervision, labour and facilities required for the performance of the contract.
- 4.2** The Contractor shall respect and abide by all laws and regulations in force in the state of the Contracting Authority and shall ensure that its personnel, their dependants, and its local employees also respect and abide by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Contractor, its employees and their dependants of such laws and regulations.
- 4.3** The Contractor shall treat all documents and information received in connection with the contract as private and confidential. It shall not, save insofar as may be necessary for the purposes of the contract's execution, publish or disclose any particulars of the contract without the prior written consent of the Contracting Authority or the Project Manager. If any disagreement arises as to the necessity for any publication or disclosure for the purpose of the contract, the decision of the Contracting Authority shall be final.
- 4.4** The Contractor shall be bound by the documents that form its tender dossier that are

annexed to the present contract.

Article 5 Period of Execution

- 5.1** This contract is valid from the date of signature until the date specified by contractor or in any case by February 2016 for Lots 1 (*the date of delivery will be presented in the offer*), from the date of signature until the the date specified by contractor or in any case by February 2016 for Lots 2 (*the date of delivery will be presented in the offer*), and from the date of signature until 30 days after the signature of contract for Lots 3 (*not later than 30 days after the contract signature*).

Article 6 Warranty

- 6.1** The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The Contractor shall further warrant that none of the supplies have any defect arising from design, materials or workmanship. This warranty shall remain valid for one year after provisional acceptance. The Contractor shall also warrant that the contractor for lot 1 respects the supplied design (reported in Annex VIII of Tender Dossier) or the agreed alternative design, and that the contractor for lot 2 strictly respect the submitted projects. The Contractor shall further warrant that items (*supplies, new constructed processing units and rehabilitated processing units*) are delivered by the deadline (*for lot 1 and 2: the deadlines reported by the contractor/s in the work plan for performing tasks and in any case by February 2016; for lot 3: 30 days after the contract signature*).

Article 7 Payments

- 7.1** All payments following the advance will take place according and proportionally to the execution of the task. In particular, in agreement with the working plan to perform the tasks delivered by the Contractor during the tender (annex IV) and approved by the Contracting Authority. COOPI project manager will be supervising the advance of the work. After the supervision, a report will be submitted to COOPI finance department authorizing the payment of the following tranche.
- 7.2** Payments will be paid by bank transfer to the bank account provided by the awarded tenderer. The tenderer will submit a valid invoice as a proof of each payment done.
- 7.3** For Lot 1 and 2. The payments will be done as follow:
- 30% initial advance payment
 - 30% after completion of walls
 - 30% after completion of roof
 - 10% final payment at the end of the work after the liability period of one month.
- 7.4** For Lot 3. The payments will be done as follow:

- 30% as initial advance payment
- 70% final payment at the end of the work after the liability period of two months.

Article 8 Delivery

The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.

Article 9 Delay

In case of delay in the execution of the task, a penalty of 0.05% of the total amount of the contract per day will be applied to the Contractor. The penalty will apply for a maximum period of 20 days then the contract could be terminated by COOPI unless a written agreement is found by both parties.

Article 10 Disputes

All disputes between contractual parties arising from implementation of the tasks herein that cannot be automatically settled shall be referred to the exclusive jurisdiction of the (nationality of country of Contracting Authority) court.

Article 11 Termination of the contract

11.1 The Contracting Authority may, after giving the Contractor seven days' notice, terminate the contract in any of the following cases:

- a) the Contractor substantially fails to perform its obligations under this contract;
- b) the Contractor fails to comply within a reasonable time with a notice given by the Project Manager requiring him to perform his obligations under the contract which seriously affects the proper and timely performance of the work;
- c) the Contractor refuses or neglects to carry out administrative orders given by the Project Manager;
- d) the Contractor assigns the contract or subcontracts without the authorisation of the Contracting Authority;
- e) the Contractor is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- f) the Contractor has been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;

- g) the Contractor has been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;
- h) the Contractor has been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- i) the Contractor, following another procurement procedure or grant award procedure financed by the Community budget, has been declared to be in serious breach of contract for failure to perform its contractual obligations;
- j) any organisational modification occurs involving a change in the legal personality, nature or control of the Contractor, unless such modification is recorded in an addendum to the contract;
- k) any other legal disability hindering performance of the contract occurs;
- l) the Contractor fails to provide the required guarantee or insurance, or if the person providing the earlier guarantee or insurance required under the present contract is not able to abide by its commitments.
- m) The Contracting Authority during the course of documentary or on-the-spot checks discovers an infringement of the Contractor concerning the non-exploitation of child labour and the respect of basic social rights and working conditions.

11.3 In the event of termination, the Project Manager shall, as soon as possible and in the presence of the Contractor or his representatives or having duly summoned them, draw up a report on the supplies delivered and the work performed and take an inventory of the materials supplied and unused. A statement shall also be drawn up of monies due to the Contractor and of monies owed by the Contractor to the Contracting Authority as at the date of termination of the contract.

11.4 This contract shall be automatically terminated if it has given risen to no payment in the one year following its signing.

Article 12 Termination by the Contractor

12.1 The Contractor may, after giving 14 days' notice to the Contracting Authority, terminate the contract if the Contracting Authority:

- fails to pay the Contractor the amounts due under any certificate issued by the Project Manager after the expiry of the deadline stated in the Special Conditions;
- consistently fails to meet its obligations after repeated reminders; or
- suspends the delivery of the supplies, or any part thereof, for more than 180 days, for reasons not specified in the contract or not attributable to the Contractor.

12.2 In the event of such termination, the Contracting Authority shall pay the Contractor for any loss or damage the Contractor may have suffered.

Article 13 Force majeure

- 13.1** Neither Party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any event of force majeure arising after the date of notification of award or the date when the contract becomes effective, whichever is earlier.
- 13.2** For the purposes of this Article, the term "force majeure" means strikes, lock-outs or other industrial disturbances, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the Parties' control and cannot be overcome by due diligence.
- 13.3** If circumstances of force majeure have occurred and continue for a period of 180 days then, notwithstanding any extension of time for completion of the contract that the Contractor may by reason thereof have been granted, either Party shall be entitled to serve the other with 30 days' notice to terminate the contract. If, on the expiry of the period of 30 days, the situation of force majeure still applies, the contract shall be terminated and, by virtue of the law governing the contract, the Parties shall be released from further performance of the contract.

Done in English in three originals, two originals being for the Contracting Authority and one original being for the Contractor.

For the Contractor

Name:

Maria Carr

Position:

Head of Mission

Signature:

Date:

For the Contracting Authority

Name:

Position:

Signature:

Date:

Annex VI

Feasibility form of services

Annex VI

Feasibility form of services (to be filled by tenderer)

A Narrative note of the **maximum length of one A4 page** (documents longer than that will not be considered and may imply the exclusion of the tenderer) is required to the Tenderers to describe how they will implement the services required. This document will be evaluated by the point of view of the feasibility. It will also be a base upon which evaluating the previous experience of the Tenderer in delivering the type of service required.

The narrative note should include the description on how the Tenderer is planning to deliver following services:

LOT1

- Source of materials (describe origin of materials will be used to build, from where you will buy the materials you will use for the construction, and any relevant information for the Contracting Agency to understand the solution);
- Manufacture (manpower and any relevant information for the Contracting Agency to understand the solution)
- Transport (describe how the materials will be transported to the working site, manpower delivering and provide any relevant information for the Contracting Agency to understand the solution);
- Specification of details (any relevant information regarding doors, windows, etc. useful for the Contracting Agency to understand the solution).

LOT2

- Source of materials (describe origin of materials will be used to rehabilitate, from where you will buy the materials you will use for the rehabilitation, and any relevant information for the Contracting Agency to understand the solution);
- Manufacture (manpower and any relevant information for the Contracting Agency to understand the solution)
- Transport (describe how the materials will be transported to the working sites, manpower delivering and provide any relevant information for the Contracting Agency to understand the solution);
- Specification of details (any relevant information regarding doors, windows, etc. useful for the Contracting Agency to understand the solution).

LOT3

- Source of items (describe origin of items and provide any relevant information for the Contracting Agency to understand the solution);
- Transport (describe with which vehicles the materials will be transported, manpower delivering and provide any relevant information for the Contracting Agency to understand the solution);
- Specification of details (installation (if any), if available, manpower involved and any relevant information for the Contracting Agency to understand the solution).

Services description LOT1 *(Max 1 A4 page to be filled by tenderer)*

Done at:(.....), (...../...../.....)
On behalf of (.....)

by (name)
(tenderer's stamp and signature)

Services description LOT2 *(Max 1 A4 page to be filled by tenderer)*

Done at:(.....), (...../...../.....)
On behalf of (.....)

by (name)
(tenderer's stamp and signature)

Services description LOT3 *(Max 1 A4 page to be filled by tenderer)*

Done at:(.....), (...../...../.....)
On behalf of (.....)

by (name)
(tenderer's stamp and signature)

Annex VII

Model Performance Guarantee

MODEL PERFORMANCE GUARANTEE

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

For the attention of

<Name and address of the Contracting Authority>
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 the Article 6 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 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)]².

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 EU rules. In case of a temporary substitution of the Contracting Authority by the European Union Delegation, any request to pay will only be signed by the representative of the delegation, namely 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 Sierra Leone. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of Sierra Leone.

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

Name:Position:

² 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.



COOPI - COOPERAZIONE INTERNAZIONALE
SIERRA LEONE COUNTRY OFFICE:
49H off Spur Rd. Freetown Sierra Leone
Email: pm.cariplo.siel@coopi.org
Web: www.coopi.org

³ Signature:

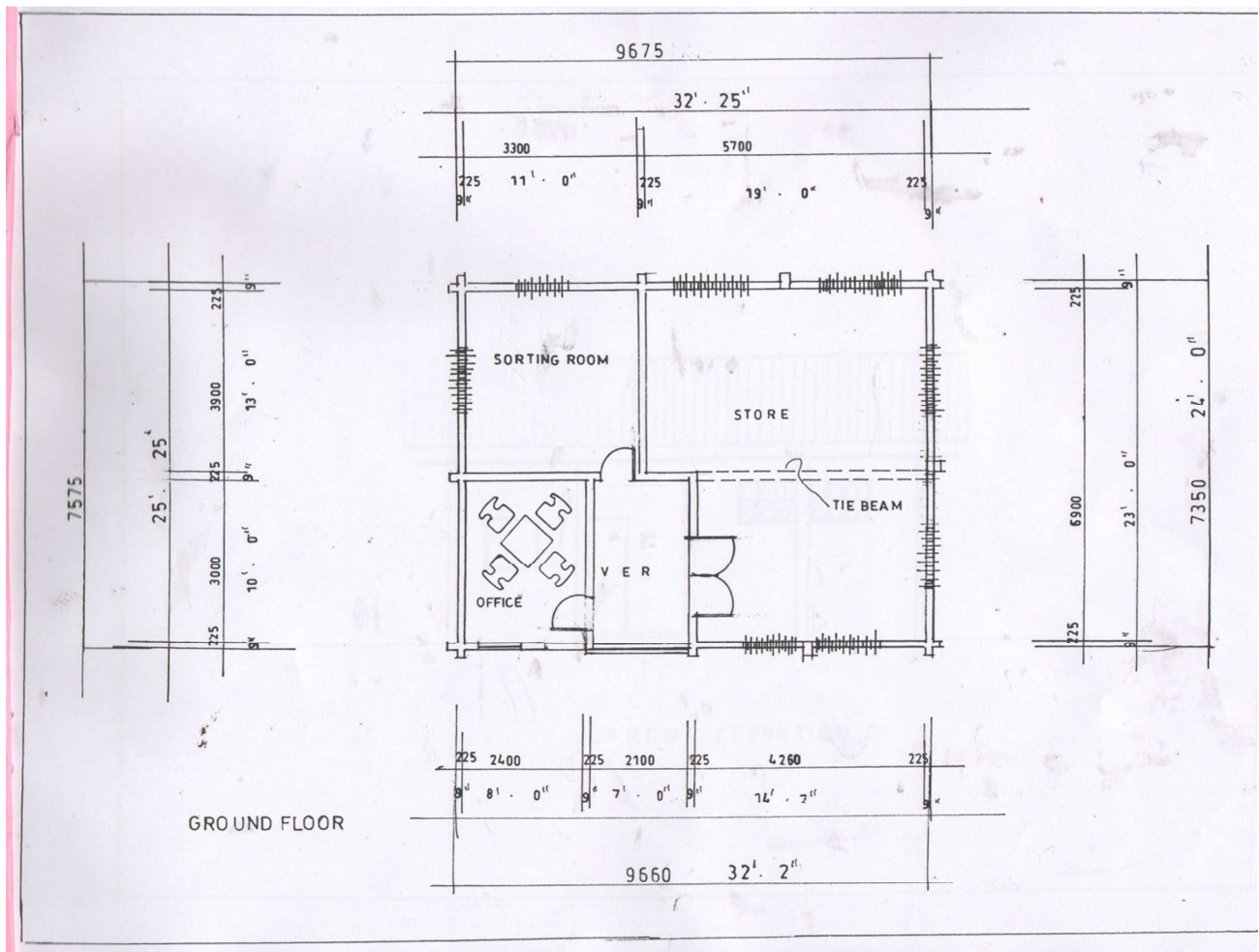
Date: <Date>

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

Annex VIII

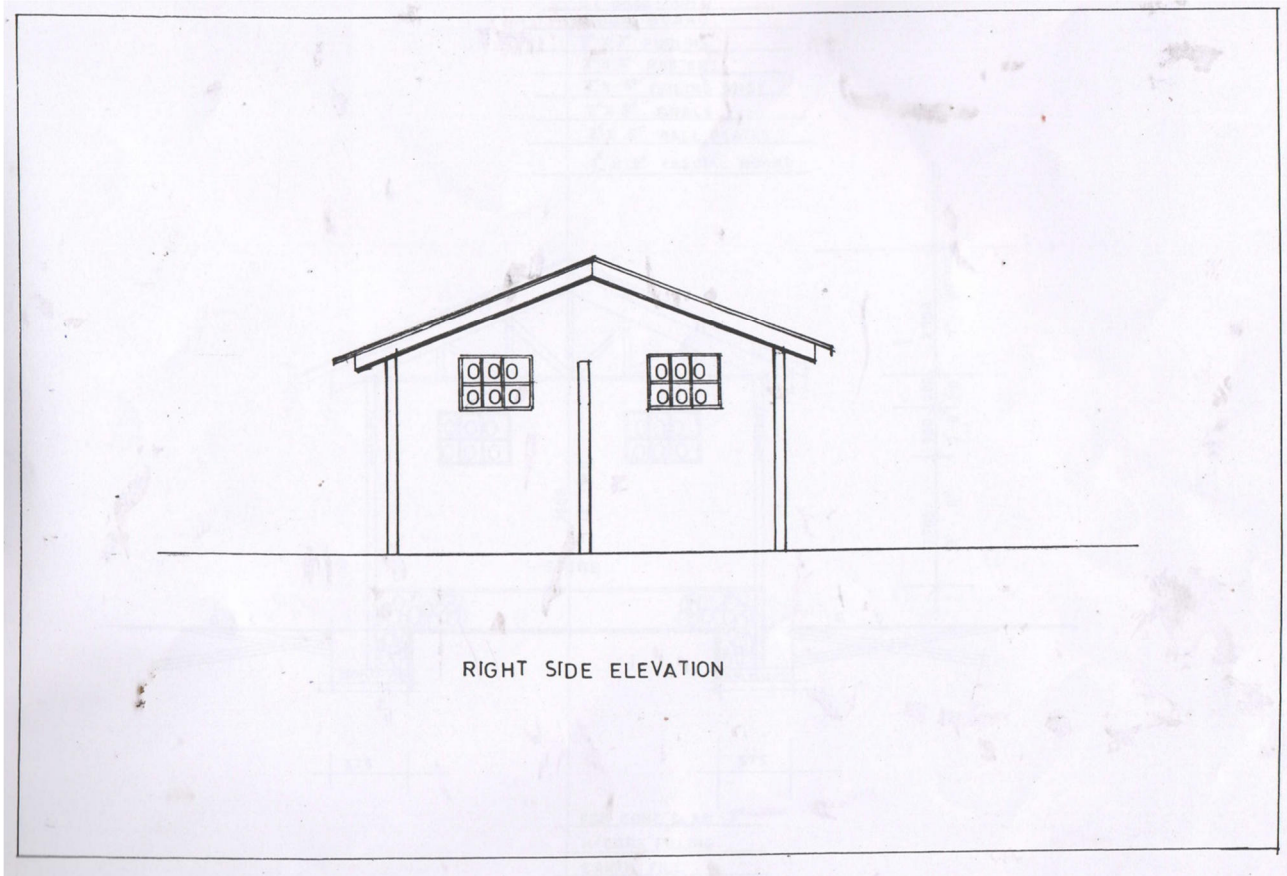
Design of processing unit to be built (for LOT 1 only)

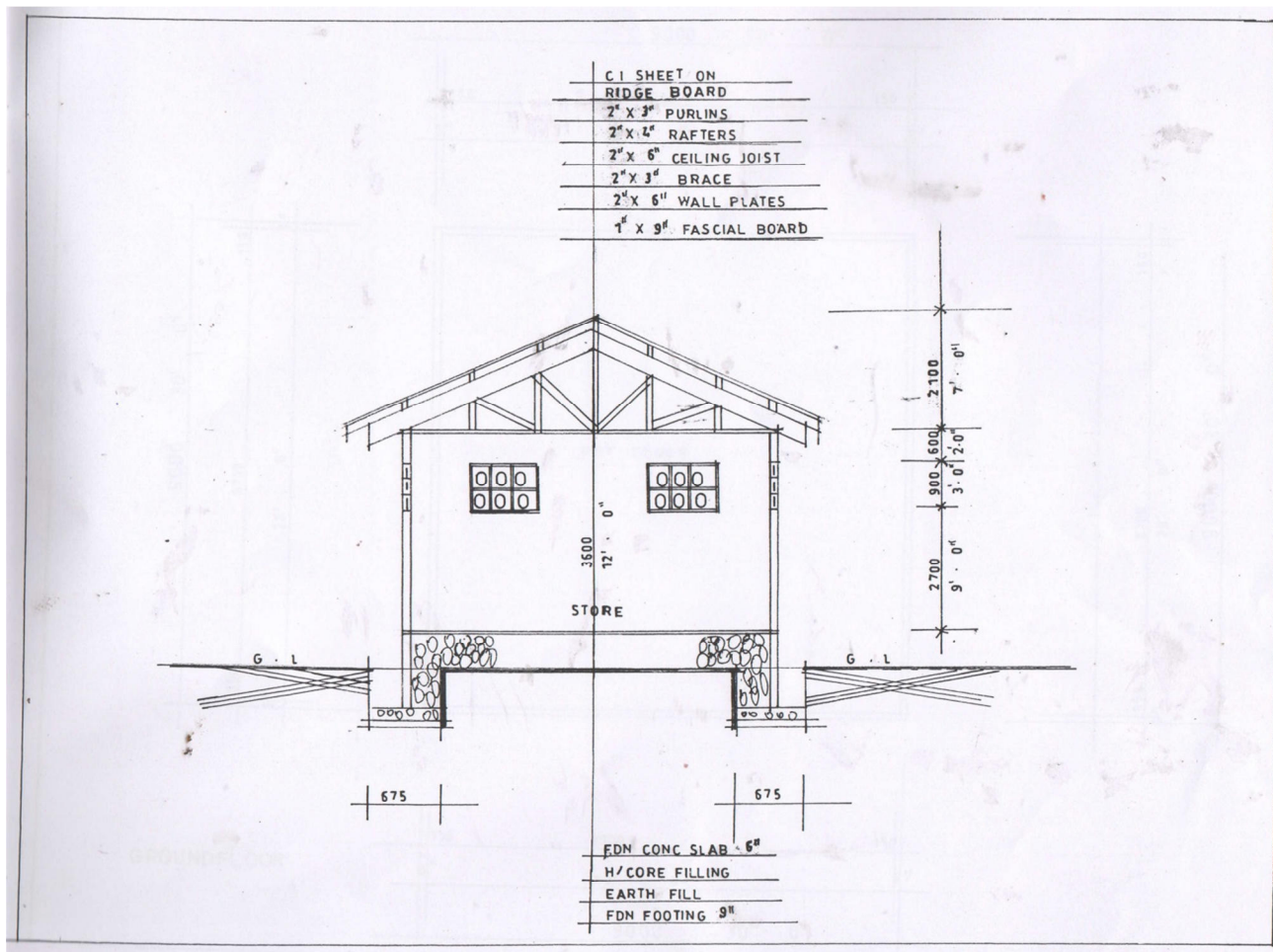
The specification reported in the unit design for lot 1 **must be respected** by the winner for the construction of unit (area, dimension, form, etc.). Alternative designs may be submitted for inspection. In any case **it is strictly requested** that the slope between roof and floor is 15° and the roof is orientated towards south.





FRONT ELEVATION



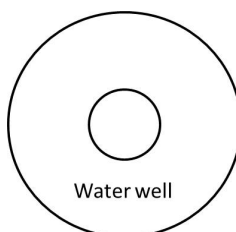
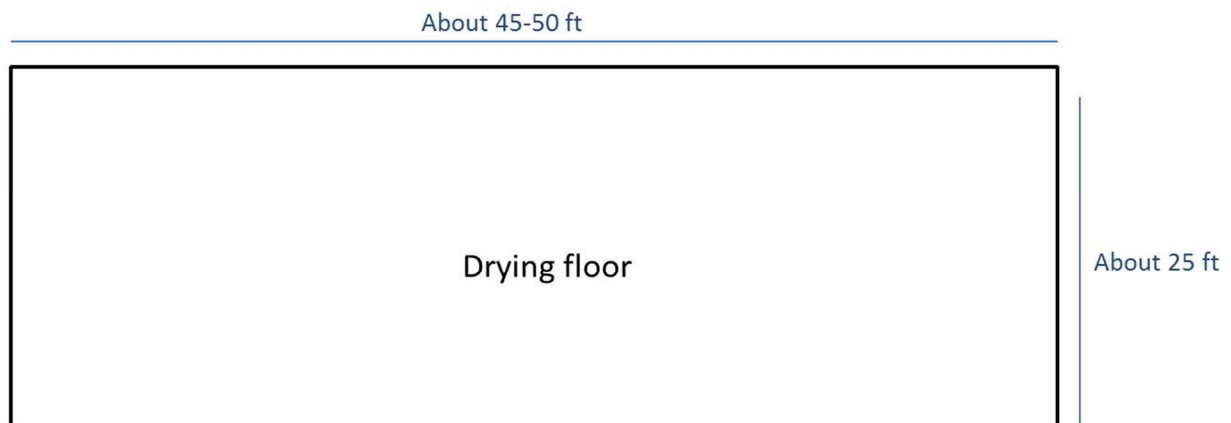
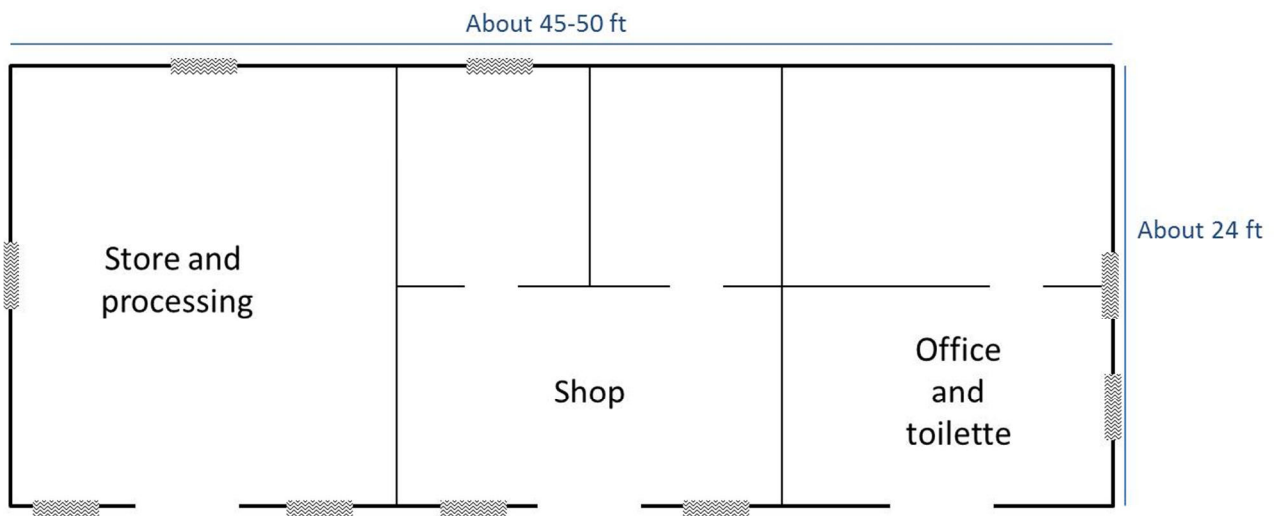


Annex IX

Technical report on ABCs to be rehabilitated

(for LOT 2 only)

No.	District	Chiefdom	Location	Name of building
1	Bombali	Bombali Shebora	Makump Bana	Ladeka ABC





The building



The building



Office



Shop



Store and processing room



Drying floor

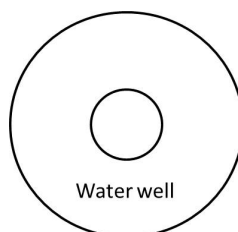
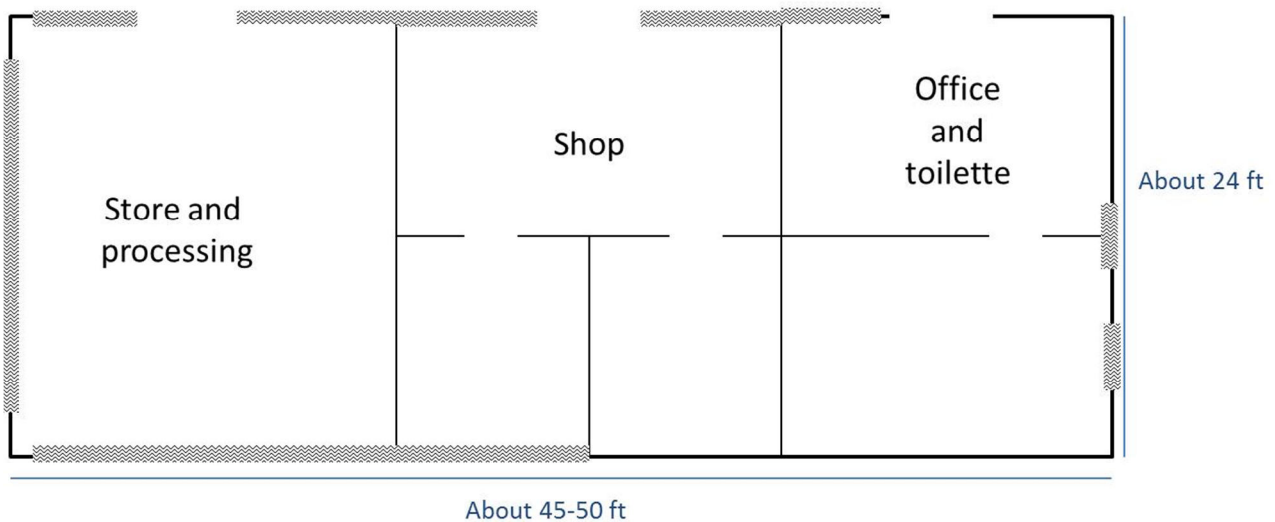
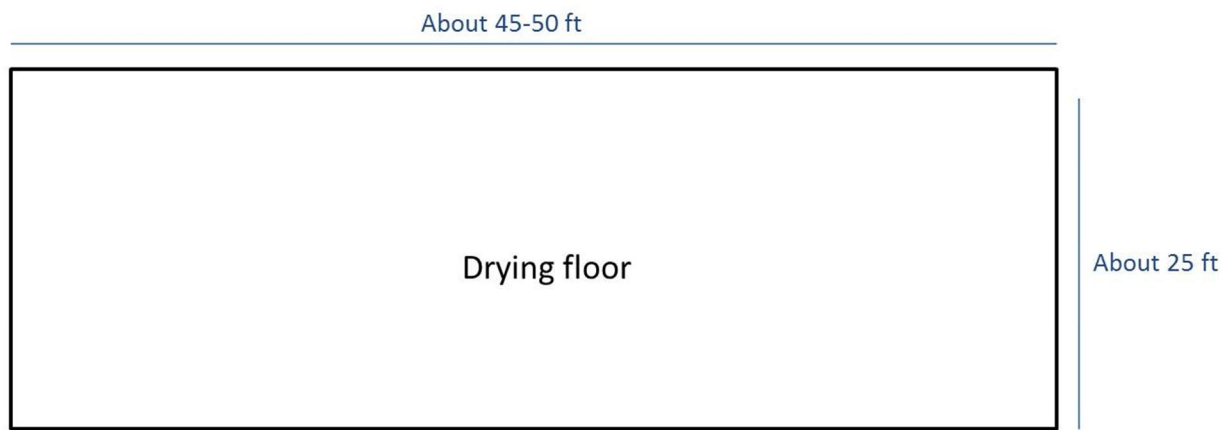


Store and processing room

Notes:

- Roof totally destroy
- Moisture inside the walls
- Drying floor and water wall may also need some rehabilitation. The tenderer should evaluate also condition of drying floor and water well to prepare the rehabilitation project. The submitted project should include also same rehabilitation of drying floor and water well if they need.

No.	District	Chiefdom	Location	Name of building
2	Bombali	Gbendembu Ngowahun	Fora Loko	Sapa ABC





The building



The building



The building



Drying floor



Shop



Store and processing room



Store and processing room



Office

Notes:

- Roof and walls in good state
- Drying floor and water wall may also need some rehabilitation. The tenderer should evaluate also condition of drying floor and water well to prepare the rehabilitation project. The submitted project should include also same rehabilitation of drying floor and water well if they need.

Annex X

Evaluation Grid

LOT 1

Tender envelope No.	Weight (%)	Tender 1	Tender 2	Tender 3
1. Professional Skills (score 1-5)				
1.1 Reliability of the tenderer based on the documentation delivered (e.g. balance, experience)	10			
1.2 Compliance with international norms	10			
2 Technical capacity (score 1-5)				
2.1 Feasibility and reliability of the services (construction)	15			
2.2 Competitiveness of the prices	12.5			
2.3 Ratio quality/price	12.5			
2.4 Time required to finish the works	15			
2.5 Quality of service (materials, work, finishing, details)	25			
Final Total Score				

LOT 2

Tender envelope No.	Weight (%)	Tender 1	Tender 2	Tender 3
1. Professional Skills (score 1-5)				
1.1 Reliability of the tenderer based on the documentation delivered (e.g. balance, experience)	10			
1.2 Compliance with international norms	10			
2 Technical capacity (score 1-5)				
2.1 Feasibility and reliability of the services (rehabilitation)	15			
2.2 Competitiveness of the prices	12.5			
2.3 Ratio quality/price	12.5			

2.4 Time required to finish the works	15			
2.5 Quality of service (materials, work, finishing, details)	25			
Final Total Score				

LOT3

Tender envelope No.	Weight (%)	Tender 1	Tender 2	Tender 3
1. Professional Skills (score 1-5)				
1.1 Reliability of the tenderer based on the documentation delivered (e.g. balance, experience)	10			
1.2 Compliance with international norms	10			
2 Technical capacity (score 1-5)				
2.1 Feasibility and reliability of the services (supply, delivery, transport, installation)	15			
2.2 Competitiveness of the prices	12.5			
2.3 Ratio quality/price	12.5			
2.4 Availability of the items	15			
2.5 Quality of items (materials, brand, model, etc.)	25			
Final Total Score				