



## INSTRUCTIONS TO TENDER

### TF-MADAD/2018/T04.136

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 by the Contractor of the following goods:

See MASAR Purchase Requisition Form (Annex 5) attached.

To the premises where ACCD-Lebanon is located, in the following address third floor; dividend /25/; Real estate 325; Al Basateen; Tripoli area; and for an implementation period in accordance with point 15 of the Contract notice.

#### Specifications Lot 1: Supply of Steel bins

Nominal Volume	1,100-L STEEL BIN	800-L STEEL BIN	500-L- STEEL BIN	400-L-Steel Bin	300-L-Steel bin
Material	Galvanized or a Powder Coated finish	Galvanized or a Powder Coated finish	Galvanized or a Powder Coated finish	Galvanized or a Powder Coated finish	Galvanized or a Powder Coated finish
Weight	80 – 110 kg	75 – 100 kg	70 – 90 kg	65 – 80 kg	60 – 75 kg
Permitted Load	440 kg min	300 kg min	200 kg min	175 kg min	120 kg min
Quality Assurance	Manufactured and tested to EN840	Manufactured and tested to EN840	Manufactured and tested to EN840	Manufacture d and tested to EN840	Manufactured and tested to EN840
Steel thickness	1.5mm mínimum bin Base to be of 3mm thick steel	1.5mm minimum bin Base to be of 3mm thick steel	1.5mm mínimum bin base to be of 3mm thick steel	1.5mm mínimum bin Base to be of 3mm thick steel	1.5mm mínimum bin Base to be of 3mm thick steel



Welding	internally welded seams	internally welded seams	internally welded seams.	internally welded seams.	internally welded seams.
Handles	Axis for mechanical loading onto compactor trucks	Axis for mechanical loading onto compactor trucks B	Axis for mechanical loading onto compactor trucks	Axis for mechanical loading onto compactor trucks	Axis for mechanical loading onto compactor trucks
Base drain	two drain holes to get rid of any accumulated liquid	two drain holes to get rid of any accumulated liquid	two drain holes to get rid of any accumulated liquid	two drain holes to get rid of any accumulated liquid	two drain holes to get rid of any accumulated liquid
Wheels	4 x200mm swivel and brake castors wheels as standard	4 x200mm swivel and brake castors wheels as standard	4 x200mm swivel and brake castors wheels as standard	4 x200mm swivel and brake castors wheels as standard	4 x200mm swivel and brake castors as standard
Marking	Logos provided by ACCD (see annex 4- Logos) and design provided by Bidder	Logos provided by ACCD (see annex 4- Logos) and design provided by Bidder	Logos provided by ACCD (see annex 4- Logos) and design provided by Bidder	Logos provided by ACCD (see annex 4- Logos) and design provided by Bidder	Logos provided by ACCD (see annex 4- Logos) and design provided by Bidder
Units(aproximative number)	<b>70</b>	<b>16</b>	<b>40</b>	<b>113</b>	<b>40</b>

### Specifications Lot 2: Supply of Plastic Bins

Nominal Volume	240 L- PLASTIC BINS	120 L-PLASTIC BINS
Material	HDPE Injection molded cadmium free with lid	HDPE Injection molded cadmium free with lid
Treatment	Special UV-stabilization	Special UV-stabilization
Structure	Ribbed with lid	Ribbed with lid
Weight	10 -16 kg	8 -12 kg
Permitted Load	90 kg min	50 kg min
Wheels	2xø200mm HDPE plastic wheels, solid rubber tyres	2xø200mm HDPE plastic wheels, solid rubber tyres
wheel axis	Corrosion resistant steel axle	Corrosion resistant steel axle





Handling	1xØ25mm plastic grab handle, EN840-compliant reinforced lifting comb Complies with EN840 and AS4123 quality requirements Compatible for all DIN lifting equipment Year of manufacturing not less than 2020	1xØ25mm plastic grab EN840-compliant reinforced lifting comb Complies with EN840 and AS4123 quality requirements Compatible for all DIN lifting equipment Year of manufacturing not less than 2020
Marking	Logos provided by ACCD (see annex 4- Logos) and design provided by Bidder	Logos provided by ACCD (see annex 4- Logos) and design provided by Bidder
Units (approximate number)	620	43

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

## 2. Timetable

	DATE	TIME*
Submission of Expression of interest (recommended)	20/10/2021	17.00 pm
Clarification meeting (remote)	22/10/2021	TBC
Deadline for submission of tenders	15/11/2021	17:00 p.m
Tender opening session	16/11/2021	TBC
Notification of award to the successful tenderer	17/11/2021	TBC
Signature of the contract	TBC	-

## 3. Participation

3.1 Participation is open to all natural persons who are nationals of and legal persons





(participating either individually or in a grouping - consortium - of tenderers) which are effectively established in a Member State of the European Union or in a eligible country or territory as defined under the Regulation (EU) N°236/2014 establishing common rules and procedures for the implementation of the Union's instruments for external action (CIR) for the applicable Instrument under which the contract is financed. Participation is also open to international organisations. All supplies under this contract must originate in one or more of these countries. However, they may originate from any country when the amount of the supplies to be purchased (as a whole or, if divided into lots, per lot) is below to EUR 100.000.

- 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 providing more than 10 % of the supplies 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 2.3.3.1 or 2.3.3.2 of the Practical Guide. Should they do so, their tender will be considered unsuitable or irregular respectively. In the cases listed in Section 2.3.3.1 of the Practical Guide tenderers may also be excluded from EU financed procedures and be subject to financial penalties representing 2 % to 10% of the total value of the contract in accordance with the conditions set in Section 2.3.4 of the Practical Guide. This information may be published on the Commission website in accordance with the conditions set in Section 2.3.4 of the Practical Guide. Tenderers must provide declarations that they are not in any of these exclusion situations. The declarations must cover all the members of a joint venture/consortium. Tenderers who make false declarations may also incur financial penalties and exclusion in accordance with section 2.3.4 of the Practical Guide. 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. When requested by the Contracting Authority, tenderers/contractors must submit declarations from the intended subcontractors that they are not in any of the exclusion situations. In





cases of doubt over declarations, the Contracting Authority will request documentary evidence that subcontractors 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 Where tenders include subcontracting, it is recommended that the contractual arrangements between tenderers and their subcontractors include mediation, according to national and international practices, as a method of dispute resolution.

#### **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).

Tenderers must provide an undertaking signed by their representative certifying compliance with this requirement. For more details, see point 2.3.1 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

#### **6. Currency**

Tenders must be presented in USD.

#### **7. Lots**

If the tender procedure is divided into lots:

- 7.1 The tenderer may submit a tender for all of the lots





- 7.2 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 must tenders be considered for part of the quantities required. If the tenderer is awarded more than one lot, a single contract may be concluded covering all those lots.
- 7.3 A tenderer may include in its tender the overall discount it would grant in the event of some or all of the lots for which it has submitted a tender being awarded. The discount should be clearly indicated for each lot in such a way that it can be announced during the public tender opening session.

## **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 2.3.3.1 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 The Contracting Authority must receive the tenders before the deadline specified in 10.3. They must include all the documents specified in point 11 of these Instructions and be sent in writing to:

Contact: Nicole Ochando Szaroletta

Electronic Address: [Nicole.ochando@gencat.cat](mailto:Nicole.ochando@gencat.cat)

Tenders must comply with the following conditions:

- 10.2 All tenders must be submitted in one original, marked 'original', and copies signed in the same way as the original and marked 'copy'.
- 10.3 All tenders must be received at [Nicole.ochando@gencat.cat](mailto:Nicole.ochando@gencat.cat) before the deadline **15 of November 2021 , 17.00 hrs**, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by ACCD or its representative.
- 10.4 All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:
- the above address;
  - the reference code of this tender procedure, (i.e. TF-MADAD/2018/T04.136);
  - where applicable, the number of the lot(s) tendered for;
  - the name of the tenderer.

The technical and financial offers must be submitted together.

## 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:

- Timeline: Expected date of delivery: not to exceed 30 days from signature of contract. Earlier delivery dates are considered positively.
- Data sheets shall provide sufficient technical information to identify each product and shall include the name , address, and telephone numbers of the nearest re-supply firm./ distributor.
- The technical offer should be presented as per template (Annex II+III\*, Contractor's technical offer) adding separate sheets for details if necessary.





- Statement of origin (This provision for full untying below the threshold of the competitive negotiated procedure must be stated in the contract notice. PRAG page 26). Successful tenderer must present original at the latest with the samples to be approved.
- Design of marking to be provided using logos provided by ACCD in Annex A

#### Part 2: Financial offer:

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

#### Part 3: Documentation:

To be supplied using the templates attached\*:

- The “\*Tender Form for a Supply Contract”, together with its Annex 1\* 'Declaration of honour on exclusion criteria and selection criteria', both duly completed, which includes the tenderer's declaration, point 7, (from each member if a consortium):
- The details of the bank account into which payments should be made \*(financial identification form – document c4o1\_fif\_en)
- The legal entity file \*(document c4o2\_lefind\_en).
- To be supplied in free- text format, the following supporting documents:
  - A description of the warranty conditions, which must be in accordance with the conditions laid down in Article 32 of the General Conditions and/or of the special conditions
  - A statement by the tenderer attesting the origin of the supplies tendered (or other proofs of origin). Other Documents, when applicable, translation to English must be performed by an official registered translator.
  - Commercial registry /circulaire: Duly authorized signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company, joint venture or consortium is duly authorized to do so and that the scope of business of the tenderer falls within the field of mission of this contract (With English translation ).
  - An official financial clearance from the NSSF(for a company) (with English translation)
  - Registration in the Ministry of finance, (with English translation)
  - An official clearance from the Ministry of Finance /VAT not earlier than one year (with English translation)
  - A judicial record of the authorized signatory not dated earlier than 6 months ( No translation is needed at this stage. Only successful tenderer must present an English copy before signature of the contract)

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

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

Tenderers may submit questions in writing to the following address, specifying the publication reference and the contract title:

A submission of Expression of interest **before 20/10/2021 is recommended.**

Tenderers may submit questions in writing to the following address up to 2 days before the deadline for submission of tenders, specifying the publication reference and the contract title:

Contact: Nicole Ochando Szaroletta

Address: Agència Catalana de Cooperació al Desenvolupament

Via Laietana, 14

08003 - Barcelona

Spain

E-mail: [Nicole.ochando@gencat.cat](mailto:Nicole.ochando@gencat.cat)

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

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.

## **13. Clarification meeting Remote**

A clarification virtual meeting is planned on the **22/10/2021**

## **14. Alteration or withdrawal of tenders**

14.1 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.

14.2 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.





14.3 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.

## **15. 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.

## **16. 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.

## **17. Joint venture or consortium**

17.1 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.

17.2 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.

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

18.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the documentary proof or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is effectively established, to show that it is not in any of the exclusion situations listed in section 2.3.3 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 must be provided that the situations described in these documents have not changed since then.

- 18.2 The successful tenderer must 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 contract notice, point 16. The documentary proofs required are listed in section 2.4.11 of the Practical Guide.
- 18.3 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.
- 18.4 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.
- 18.5 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.
- 18.6 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.

## **19. Tender guarantee**

No tender guarantee is required.

## **20. Ethics clauses**

- 20.1 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.



- 20.2 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 works 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.
- 20.3. When submitting a tender, tenderers must declare that they are not affected by a conflict of interest and have no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Authority.
- 20.4 Contractors must at all times act impartially and as faithful advisers in accordance with the code of conduct of their profession. They will refrain from making public statements about the project or services without the Contracting Authority's prior approval. They may not commit the Contracting Authority in any way without its prior written consent.
- 20.5 For the duration of the contracts Contractors and their staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular and in accordance with the legal basic act concerned, tenderers that have been awarded contracts must abide by core labour standards as defined in the relevant International Labour Organisation conventions (such as the Conventions on freedom of association and collective bargaining; Abolition of forced and compulsory labour; Elimination of forced and compulsory labour; Abolition of child labour).
- 20.6 Contractors may accept no payment connected with the contracts other than that provided for therein. Contractors and their staff must not exercise any activity nor receive any advantage inconsistent with their obligations to the Contracting Authority.
- 20.7 Contractors and their staff are obliged to maintain professional secrecy for the entire duration of contracts and after their completion. All reports and documents drawn up or received by Contractors will be confidential.
- 20.8 The contract governs the Contracting Parties' use of all reports and documents drawn up, received or presented by them during the implementation of the contract.
- 20.9 Contractors must refrain from any relationship likely to compromise their independence or that of their 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.
- 20.10 The 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 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.

20.11 All tenders will be rejected or contracts terminated if it emerges that the award or implementation 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 recipient who is not clearly identified or commissions paid to a company which has any appearance of being a front company.

20.12 The Contractor undertakes to supply the Commission on request with all supporting documents relating to the conditions of the contract's execution. The Commission may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

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

20.14 The Contracting Authority reserves the right to suspend or cancel the procedure, if the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, the Contracting Authority may refrain from concluding the Contract.

## **21. 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.

Director  
Agència Catalana de Cooperació al Desenvolupament

