



Intergovernmental Authority on Development (IGAD)

Project: IPPSHAR – 6545-01/2017

TENDER DOCUMENT

For

***Provision of Consultancy Services On Ascertainment of
Lessons Learnt from the IGAD Led Somali Mediation and
Peace Process.***

Tender No: IPPSHAR- 3.1.2.5 A-01-2020

Date: January, 2021

Country: Ethiopia

Letter of Invitation to Tender

Date: 26/1/2021

Our ref: IPPSHAR- 6545-01/2017- 3.1.2.5 A-01-2020

Dear

RE: Provision of Consultancy Services On Ascertainment of Lessons Learnt from the IGAD Led Somali Mediation and Peace Process.

I am pleased to inform you that your firm/the consortium led by you is invited to take part in the simplified procedure for the above contract.

In case you intend to submit a tender as a joint venture, you shall submit a joint venture agreement between you and the other tenderers and an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.

The complete tender dossier is attached to this letter. It includes:

- A. Instructions to tenderers and contract notice**
- B. Draft contract agreement and special conditions with annexes:**
 - I. General conditions for service contracts
 - II. Terms of reference
 - III. Budget (to be submitted by the tenderer as the financial offer using the template provided)
 - IV. Forms and other supporting documents
- C. Tender submission form and declaration of honour on exclusion and selection criteria**

For full details of the tendering procedures, please see the **practical guide and its annexes**, which may be downloaded from the following website: <http://ec.europa.eu/europeaid/prag/document.do>

We look forward to receiving your tender which has to be sent no later than the deadline set in the Instructions to Tenderers. By submitting a tender, you accept to receive notification of the outcome of the procedure by electronic means. If you decide not to submit a tender, we would be grateful if you could inform us in writing, indicating the reasons for your decision.

Yours sincerely

Joshua Turinawe

ANNEX A. INSTRUCTIONS TO TENDERERS

REFERENCE: IPPSHAR 6545-01/2017- 3.1.2.5 A-01-2020

When submitting their tenders, tenderers must follow all instructions, forms, terms of reference, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.

These instructions set out the rules for submitting, selecting and implementing contracts financed under this call for tenders, in conformity with the Practical Guide, (available on the internet at this address: <http://ec.europa.eu/europeaid/frag/document.do>).

1. Services to be provided

The services required by the contracting authority are: **Consultancy Services On Ascertainment of Lessons Learnt from the IGAD Led Somali Mediation and Peace Process.**

2. Financial offer

The financial offer must be an all-inclusive and must be presented as an amount in Euro and must be submitted using the template for the global-price version of Annex B: III

Tenderers are reminded that the maximum budget available for this contract, as stated in the contract notice, is **EUR 13,799.58**, including the air tickets fees, consultancy fees and accommodation for the consultant. Payments under this contract will be made in the currency of the tender.

Exemption of taxes

The European Commission and IGAD have agreed to exonerate the Value Added Tax on the services provided under this programme.

3. Period during which tenders are binding

Tenderers are bound by their tenders for 90 days after the deadline for submitting tenders or until they have been notified of non-award.

4. Tenderers may submit questions in writing to the following address up to 3 days before the deadline for submission of tenders, specifying the publication reference and the contract title:

Joshua Turinawe
IGAD PSD Procurement Officer
E-mail: joshua.turinawe@igad.int

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

5. Submission of tenders

Tenders must be sent to the contracting authority **on or before 2nd February 2021 at 12.00.**

- **EITHER** by email or by courier service, in which case the evidence shall be constituted by the waybill date of the deposit slip, to: ippshar@igad.int
- **OR** hand delivered by the participant in person or by an agent directly to the premises of the contracting authority in return for a signed and dated receipt, in which case the evidence shall be constituted by this acknowledgement of receipt, to:

**Intergovernmental Authority on Development (IGAD) Peace and Security Division,
P.O. Box 1924 Addis Ababa, Ethiopia
5th floor Tensae Building, Cape Verde street, Bole road, off Africa Avenue,
Addis Ababa, Ethiopia.**

6. Evaluation of financial offers

The financial offers for tenders will be opened and evaluated. Tenders exceeding the maximum budget available for the contract are unacceptable and will be eliminated.

7. Negotiations are foreseen in the award process.

8. Notification of award

The successful tenderer will be informed in writing that its tender has been accepted.

9. Signature of the contract(s)

Within 3 days of receipt of the contract already signed by the contracting authority, the selected tenderer shall sign and date the contract and return it to the contracting authority.

10. Operational language

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

11. Legal basis

Regulation (EU) N°236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's instruments for financing external action.

ANNEX B. DRAFT CONTRACT

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS
Contract No 6545-00-2017- 3.1.2.5 A-01-2020

FINANCED FROM THE GENERAL BUDGET OF THE UNION

The Inter-Governmental Authority on Development Peace and Security Division (IGAD PSD), of the one part,
and

<Full official name of the contractor; full official address>, of the other part,
have agreed as follows:

Project: IGAD Promoting Peace and Stability in the Horn of Africa

Contract Title: Provision of Consultancy Services On Ascertainment of Lessons Learnt from the IGAD Led Somali Mediation and Peace Process.

Identification number: Contract No 6545-01-2017- 3.1.2.5 A-01-2020

(1) Subject

1.1 Provision of Consultancy Services On Ascertainment of Lessons Learnt from the IGAD Led Somali Mediation and Peace Process.

(2) Contract value

This contract, established in Euro, is a global price contract. **The contract value is EUR. 13,799.58.**

(3) Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- the contract agreement;

- the special conditions
- the general conditions (Annex I);
- Description of services (the terms of reference) (Annex II)
- Financial offer Budget Annex III

These above listed documents make up the contract. They shall be deemed to be mutually explanatory. In cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

(4) Language of the contract

The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

(5) Other specific conditions applying to the contract

Done in English in three originals, one original for the contracting authority, one original for the European Commission, and one original for the contractor.

For the contractor

Name:

Title:

Signature:

Date:

For the contracting authority

Name:

Title:

Signature:

Date:

SPECIAL CONDITIONS

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

Article 2 Communications

2.1 For the Contracting Authority:

Name:

Responsibility:

E-mail: ...

IGAD, PO BoxAddis Ababa

Tel :

2.2 The Contractor:

Name:

Responsibility:

E-mail:.....

IGAD, PO BoxAddis Ababa

Tel :

7.8 The Contractor must take necessary measures to ensure the EU visibility on financing or co-financing. These activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published by the European Commission. These rules are set out and available at https://ec.europa.eu/europeaid/sites/devco/files/communication_and_visibility_manu al_en.pdf

Article 12 - Liabilities

12.2 By way of derogation from Article 12.2, paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to **EUR XX**

Article 19 Implementation of the tasks and delays

19.1 The start date for implementation shall be **1st February 2021**

19.2 The period for implementing the tasks is **30 DAYS**.

Article 29 Payment and interest on late payment

29.1 Payments will be made in accordance with the following the option:

29.3 By derogation from Article 29.3 of the general conditions, once the deadline set in Article 29.1 has expired, the contractor will, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions submitted, the demand must be submitted within two months of receiving late payment.

29.5 Payments will be made in EURO in accordance with Articles 20.6 and 29.4 of the general conditions into the bank account notified by the contractor to the contracting authority.

Article 30 Financial guarantee

30.1 Subject to a positive risk assessment by the contracting authority, by derogation from article 30 of the general conditions no pre-financing guarantee is required.

Article 40 Settlement of disputes

40.4 In default of amicable settlement, the parties may refer the matter to arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations' and States in force at the date of conclusion of this Agreement. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration following a written request submitted by either Party. The Arbitrator's decision shall be binding on all Parties and there shall be no appeal

ANNEX B I: GENERAL CONDITIONS FOR SERVICE CONTRACTS FOR EXTERNAL ACTIONS FINANCED BY THE EUROPEAN UNION

<http://ec.europa.eu/europeaid/prag/document.do?isAnnexes=true>

ANNEX B II: TERMS OF REFERENCE

BACKGROUND INFORMATION

- **Partner**

Intergovernmental Authority on Development (IGAD) has entered an agreement with the Austrian Development Agency (ADA) to implement the European Union Trust Fund (EUTF) funded action titled "IGAD promoting Peace and Stability in the Horn of Africa Region (IPPSHAR). ADA is the operational unit of the Austrian Development Cooperation (ADC). It is in charge of implementing all bilateral programs and projects in ADC's partner countries and administers the budget earmarked for the IPPSHAR. ADA has been delegated to implement the IPPSHAR project by European Union.

- **Contracting authority**

The contracting authority for this consultancy is the Mediation Support Unit (MSU) under the umbrella of the Peace and Security Division (PSD) of the Intergovernmental Authority on Development (IGAD).

- **Country background**

After the collapse of Siad Barre's government in 1991 Somalia fell into a long period of increasingly chaotic conflict between forces of clans, militias, warlords, separatist, religious functions and rebellion movements. In July 1991, after the ouster of Siad Barre the first two international reconciliation meetings aimed at re-establishing a Somali government took place in Djibouti. Between 1991 and 2000 there were several attempts to restore peace and political stability in Somalia.

In 2002, IGAD launched a fresh national inclusive reconciliation process before the mandate of the 2000 Transitional National Government (TNG) had ended. This process eventually developed into a sixth major Somali reconciliation meeting, the Somali National Reconciliation Conference, held in Eldoret, Kenya, in October 2002. It produced a ceasefire agreement signed by 24 faction leaders stipulating the need to create a federal structure, reversing the unitary structure established at Arta.

A Transitional Federal Government (TFG) was created in 2004 which further developed to include opposition forces. Albeit all these efforts, the nation still faces many challenges. The challenges of human insecurity, unemployment, lack of peace and security, weak state authority and conflicts are still outstanding challenges in the country. The challenges related to inter-clan conflicts and the continued militarization and proliferation of small arms and light weapons enhanced the persistence of conflicts in the country. The climate of regional disputes perpetuated and affected the results of the de-escalation interventions and their effectiveness in Somalia.

In 2017, at the London Conference, the government unveiled a national security pact to address many of the systemic and structural challenges that have hindered progress on security. More recently, the leaders of the two governments of Somalia and Somaliland convened in Djibouti to resume talks on a number of vital issues including security cooperation.

- **Current situation in the sector**

The Intergovernmental Authority on Development (IGAD) is located in the East and Horn of Africa region. The organization takes the primary lead to address the various challenges facing the region. In 2012 the Mediation Support Unit (MSU) was established to undertake mediation efforts and provide support to mediation interventions in order to mitigate violent conflicts. The MSU works on conflict prevention through

preventive diplomacy and mediation, strengthening the capacities of member states in conflict prevention, peace building and mediation

MSU enhances IGAD's institutional capacity through fostering preparedness of regional roster members for preventive diplomacy mechanisms in relations to early warning interventions as well as conflict transformation through mediation, in addition to supporting national infrastructure for peace in particular conflict prevention and transformation mechanisms

The IGAD region's historical legacy in mediation and peace support operations takes pride of place in the region's past and current engagement and regional diplomatic efforts. As early as the 1990s, the IGAD region has been and is currently playing a crucial role in mediation and peace processes in the region and in peacekeeping within and beyond the IGAD region.

Since its revitalization in 1996, IGAD has been involved in conflict prevention, resolution and mitigation of emerging and evolving security threats in the region. IGAD plays a vital and central role in mediating conflicts and peacebuilding in the Greater Horn of Africa. Over the years, IGAD played an important role in peacebuilding, reconciliation, reconstruction and resolving the conflict in Somalia and the organization established the Mediation Support Unit in an attempt to build IGAD's and the region's normative capacity on preventive diplomacy and mediation.

Therefore, MSU in a bid to strengthen IGAD's capacity on preventive diplomacy and mediation decided to conduct a stock-taking exercise which is built upon the review of the previously concluded peace process in the Sudan, Somalia and South Sudan, to share with members of IGAD roster, IGAD Special Envoys leading specialized preventive diplomacy offices, members of national institutions working on conflict transformation, representative of member states, global partners and other relevant stakeholders.

- **Related programmes and other donor activities**

MSU has finalized the ascertainment of lessons learned from South Sudan's peace process with the financial support of the Republic of Switzerland. Additionally, the Unit is reviewing the mediation efforts between the north and the south in Sudan that led to the signing of the Comprehensive Peace Agreement (CPA), with the financial support of the Kingdom of Denmark under the JFA Support Programme. Consequently, the Unit is looking into reviewing the IGAD-Led Somali Peace Process with the aim of drawing lessons for future mediation efforts.

OBJECTIVE, PURPOSE & EXPECTED RESULTS

- **Overall objective**

The overall objective of the project is to contribute to the peace and security of the Greater Horn of Africa by reviewing and taking stock of the lessons learned from the Somali peace process by applying experiences gained for future mediation efforts.

- **Purpose**

The Mediation Support Unit seeks to hire a consultant to review, analyse and draw lessons from the Somalia Peace Process. The purpose of this project is to contribute to the greater peace and security agenda of IGAD. The stock taking exercise aims to draw lessons from the previous mediation efforts in Somalia in order to get a comprehensive understanding of the process and a holistic approach towards on-going dialogue and peacebuilding efforts.

This assessment will first unpack the concept of peacebuilding from pre-negotiation phase to post-peace-agreement phase. It will then point to the process design, the methodology and the lessons for and from different stakeholders including the mediators, negotiators, parties to the conflict and IGAD as a regional bloc. In doing this, the consultant will provide a report with an overview of the conflicts in the country. Additionally, it will review the root causes of the conflict in Somalia, the achievements and gaps in the current reconciliation process as well as national peacebuilding efforts in Somalia.

- **Results to be achieved by the contractor**

The Consultant is expected to provide the following;

- Under minimum supervision, conduct research on IGAD led-peace process in Somalia and study areas of previous reviews to use as grounds to inform outcome;
- Prepare questionnaires and facilitate discussions for the consultative meetings with stakeholders
- Facilitate discussions and interview with members of the Mediation Roster who were engaged in the Somalia Peace Process
- Examine significant achievements /results/, challenges of the peace process and look into the administration of the process, the facilitation and the conclusion in addition to documentation and analysis of the mediation process itself;
- Examine aspects of institutional support IGAD had provided during mediation processes as well as by other regional and global partners;
- Examine the effectiveness of inclusion principles both at mediation level, party representation and engagement on gender/youth matters;
- Review the effectiveness of the implementation of these peace agreements including the Eldoret Agreement and the Arta Process;
- Explore thematic areas of inclusivity, women's and youth's participation in Track I, II during the peace talks, funding of the mediation processes, implementation of mediation and peace agreements, and national dialogues;
- Share outcome of the discussion in a draft report to be reviewed by the contracting party (IGAD Mediation Support Unit.)

SCOPE OF THE WORK

- **General**

- **Project description**

Since 1991 numerous Somali-led reconciliation processes have taken place at local, national and regional levels. For instance, following the ouster of Siyad Barre in 1991, the first two international reconciliation meetings aimed at re-establishing a Somali government took place in Djibouti in June and July 1991. The backbone of the Djibouti Peace Process is a 2008 peace accord signed in neighbouring Djibouti between the Transitional Federal Government (TFG) and the Alliance for the Re-liberation of Somalia (ARS) that paved the way for the cessation of all armed conflict across the country.

Prior to this, in an effort to reconcile the TNG with its SRRC adversaries, Intergovernmental Authority on Development (IGAD) launched a fresh national reconciliation process between the TNG and its adversaries which led to the Somali National Reconciliation Conference, held in Eldoret, Kenya, in October 2002. In 2003, the IGAD Summit was convened in Nairobi, Kenya and subsequently in 2004 and 2007.

More recently, the leaders of the federal government of Somalia and the self-declared republic of Somaliland held a landmark meeting in the neighbouring Djibouti. On 14th June 2020, the two leaders met in Djibouti to discuss and generate mechanism for strengthening peace and reconciling the two states.

It is therefore evident that since the civil war broke out in Somalia to date, peace, mediation and reconciliation efforts have been on-going in Somalia. The IGAD-led peace talks from 2000 have had remarkable impact on the status of peace and nation building in Somalia. On the other hand, the process had gaps and flaws that hindered a full blown

In order to have a comprehensive overview of the status of the peace agreements and protocols signed by negotiators, the achievements and challenges on the Somali peace process as well as experiences gained, MSU intends to hire a research consultant to undertake a stock taking exercise with the aim of reviewing the process and drawing lessons for IGAD and its partners.

- **Geographical area to be covered**

Noting that the first reconciliation attempts and subsequent successful consultations and talks of the Somali peace process were held in Somalia, Kenya and Djibouti, the geographical scope of this project will therefore cover Djibouti, Kenya and Somalia. The consultant is as well required to look into the consultations held in Cairo, Egypt and Ethiopia.

- **Target groups**

The consultant is expected to meet with Lead Mediators, Technical Advisors who provided mediation support during the peace talks, special envoys still in office, institutions that spearheaded the Somali peace processes from 1991, and IGAD staff who participated in these peace processes. Additionally, He/She is expected to convene focus groups for data collection and consultations.

- **Deliverables**

- Provide inception report highlighting methodology of work with clear work plan including every phase of the contract
- Desk Review of previous Assessments where applicable
- Share with the contracting authority a framework of Questionnaires for interviews
- A provisional report to be reviewed by Contracting party
- A detailed draft final report on the lessons learned from the Somalia Peace Process
- A framework of key findings and lessons for the IGAD Roster of Mediators and other stakeholders

Project management

- **Responsible body**

The project will be managed by the IGAD Mediation Support Unit under the leadership of the Director of the Mediation Support Unit.

1. Contacts

Dr. Aleu Garang, Head of Programme unit

Mediation Support Unit,

IGAD Secretariat,

Avenue Georges Clemenceau

P.O. Box 2653, Djibouti

Republic of Djibouti

Tel: +253312752, Fax: +253 356994, Djibouti: +253 77 17 2098,

LOGISTICS AND TIMING

- **Location**

The consultant will work from their duty station and when necessary will travel to Kenya, Djibouti and Somalia for data collection

- **Start date & period of implementation**

The intended start date is 15th February 2021. The assignment will be phased over a period of 30 working days and will be undertaken in the phases outlined below. Background documents will be provided to enable the successful candidate to undertake this project.

A. Phase 1: Design Phase,

The consultant will conduct a desk review of existing research on this subject. Additionally, the consultant will provide an inception report ten (10) days of awarding the contract. The report will include;

- Inception Report with clear work plan of how to conduct the ascertainment of the lessons learned from the Somalia Peace Process.
- Desk review of the Somalia Peace Process.
- A framework of questionnaires for mediators and stakeholders

B. Phase 2: Provisional Draft Report (1st Edit)

The consultant will provide a provisional draft report after ten (10) days of conducting consultations. The draft report will be reviewed by the contracting party and be sent back to the consultant after one (1) week of review.

C. Phase 3: Final Draft Report

The consultant will submit a clean version of the final draft in seven (7) days after completion of all consultations and after receiving comments to the contracting party for validation and publication.

IGAD acknowledges the contribution to be made by the Consultant, but all rights related to intellectual Property and Copy Rights based on the work concluded by the Consultant will belong to IGAD and the Consultant will accept that the contractor will adequately compensate his/her work on the study and review of the process.

REQUIREMENTS

- **Staff**

Civil servants, members of the IGAD Roster of Mediators and Roster of Technical Experts, and other staff of the public administration shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

- **Qualifications**

The consultant shall submit CVs, statement of exclusivity and availability and other relevant documents.

The consultant is required to have the following qualifications and skills;

- At least 10 years of experience in research, academia, mediation and peace processes, project management, knowledge management and documentation or related fields,
- At least 5 years of experience in Project Management (Excellent Project Management Skills such as communication, planning and risk management skills).

- The consultant should have at the minimum, a master’s degree in research, political science, conflict management, project management, peace studies, mediation, and/or related and relevant disciplines. A PhD is an added advantage.
- Excellent report writing, communication and presentation skills
- Analytical skills and deductive reasoning
- Comparative knowledge and understanding of conflicts, peace processes, peace agreements and political developments in Africa; and more particularly in the IGAD region
- Excellent command in English (both Written and Spoken)

- **Support staff & backstopping**

MSU staff shall accompany the consultant during the consultation for purposes of conducting focus group workshops. easing communication, access to relevant individuals, offices and reporting. Additionally, the Mediation Support Unit will support the consultant by providing required information such as the names and addresses of previous mediators, and stakeholders related to this process; as well as facilitate the consultations.

- **Office accommodation**

IGAD MSU shall not provide office accommodation for this exercise. In cases where deemed necessary, MSU will organize and give the consultant access to IGAD liaison offices and other facilities of IGAD in the countries travelled to.

- **Facilities to be provided by the contractor**

The Mediation Support Unit of IGAD will facilitate stakeholder consultations and meetings for the consultant. MSU will provide the names, institutions and addresses of relevant individuals and organizations that participated in the Somali Peace talk and the mediation process.

- **Equipment**

No equipment is to be purchased during the period of implementing this exercise.

- **Reporting requirements**

Name of report	Content	Time of submission
Inception report	Analysis of existing situation and work plan for the project including the desk review and synopsis	No later than 10days after the award of contract
1st Edit Draft report	A draft report to be reviewed by contracting party with key lessons from the consultations and interviews	No later than 10 days after completing interviews & conducting the study, consultations.
Draft Final Report	A detailed and conclusive report with key findings and lessons for mediators.	At least 5 days before the end of the period of implementation of the task.

- **Submission & approval of reports**

The consultant shall submit the final report within 60 days of award of contract. Soft copies of the reports referred above must be submitted to the contracting party identified in the contract. The reports must be written in English. The head of MSU is responsible for approving the reports.

- **Special requirements**

After the conclusion of the consultations, the consultant is required to provide a final draft report which will be submitted to member states and stakeholders for review and validation.

ANNEX B III: BUDGET

1. The Financial proposal prepared by the contractor should list the costs associated with the assignment – *(professional fee and costs like air tickets, accommodation fees, per diem etc.)*
2. The costs should be broken down to be clearly understood by the Contracting Authority.
3. The financial proposal shall be in **EUROS** and be prepared using the format provided in this part

BREAKDOWN OF COST

No	Description	Unit	Quantity	Unit price	Total amount
1.					
2.					
3.					
4.					



ANNEX B IV: FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm#en

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

BANKING DETAILS ①

ACCOUNT NAME ②

IBAN/ACCOUNT NUMBER ③

CURRENCY

BIC/SWIFT CODE BRANCH CODE ④

BANK NAME

ADDRESS OF BANK BRANCH

STREET & NUMBER

TOWN/CITY POSTCODE

COUNTRY

ACCOUNT HOLDER'S DATA

AS DECLARED TO THE BANK

ACCOUNT HOLDER

STREET & NUMBER

TOWN/CITY POSTCODE

COUNTRY

REMARK

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤

DATE (Obligatory)



SIGNATURE OF ACCOUNT HOLDER (Obligatory)

- ① Enter the final bank data and not the data of the intermediary bank.
- ② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.
- ③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established
- ④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- ⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.

PLEASE COMPLETE AND SIGN THIS FORM AND ATTACH COPIES OF OFFICIAL SUPPORTING DOCUMENTS (REGISTER(S) OF COMPANIES, OFFICIAL GAZETTE, VAT REGISTRATION, ETC.)

ANNEX B V: LEGAL ENTITY

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

PRIVATE/PUBLIC LAW BODY WITH LEGAL FORM

OFFICIAL NAME ①	<input type="text"/> <input type="text"/> <input type="text"/>		
BUSINESS NAME (if different)	<input type="text"/> <input type="text"/>		
ABBREVIATION	<input type="text"/>		
LEGAL FORM	<input type="text"/>		
ORGANISATION TYPE	FOR PROFIT NON FOR PROFIT NGO ② YES NO		
MAIN REGISTRATION NUMBER ③	<input type="text"/>		
SECONDARY REGISTRATION NUMBER (if applicable)	<input type="text"/>		
PLACE OF MAIN REGISTRATION	CITY	<input type="text"/>	
	COUNTRY	<input type="text"/>	
DATE OF MAIN REGISTRATION	<input type="text"/> DD	<input type="text"/> MM	<input type="text"/> YYYY
VAT NUMBER	<input type="text"/>		
ADDRESS OF HEAD OFFICE	<input type="text"/> <input type="text"/>		
POSTCODE	<input type="text"/>	P.O. BOX	<input type="text"/>
	CITY	<input type="text"/>	
COUNTRY	<input type="text"/>	PHONE	<input type="text"/>

E-MAIL

DATE

STAMP

SIGNATURE OF AUTHORISED REPRESENTATIVE

THIS "LEGAL ENTITY" SHEET MUST BE COMPLETED AND SIGNED, AND SUBMITTED TOGETHER WITH A LEGIBLE PHOTOCOPY OF THE IDENTITY DOCUMENT



THIS "LEGAL ENTITY" SHEET MUST BE COMPLETED AND SIGNED, AND SUBMITTED TOGETHER WITH A LEGIBLE PHOTOCOPY OF THE IDENTITY DOCUMENT

LEGAL ENTITY

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

NATURAL PERSON

I. PERSONAL DATA

FAMILY NAME(S) ①

FIRST NAME(S) ①

DATE OF BIRTH DD MM YYYY

PLACE OF BIRTH (CITY, VILLAGE) COUNTRY OF BIRTH

TYPE OF IDENTITY DOCUMENT
IDENTITY CARD PASSPORT DRIVING LICENCE ② OTHER ③

ISSUING COUNTRY

IDENTITY DOCUMENT NUMBER

PERSONAL IDENTIFICATION NUMBER ④

PERMANENT PRIVATE ADDRESS

PRIVATE ADDRESS

POSTCODE P.O. BOX CITY

REGION ⑤ COUNTRY

PRIVATE PHONE

PRIVATE E-MAIL

II. BUSINESS DATA

If YES, please provide business data and attach copies of official supporting documents

Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies?

YES NO

BUSINESS NAME

(if applicable)

VAT NUMBER

REGISTRATION NUMBER

PLACE OF REGISTRATION: CITY

COUNTRY

DATE

SIGNATURE

D. Tender submission form

I, the undersigned, being the authorised signatory of the above tenderer (for a consortium, this must include all consortium members), hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender dossier for the tender procedure referred to above. We offer to provide the services requested in the tender dossier on the basis of the following documents, which comprise our technical offer, and our financial offer, which is submitted in a separate, sealed envelope:

- Organisation & methodology
- Key experts (comprising a list of the key experts and their CVs), if required
- Tenderer's declarations (for a consortium, two from each consortium member)
- Statements of exclusivity and availability signed by each of the key experts, if required
- Completed financial identification form (see Annex VI to the draft contract) providing details of the bank account into which payments under the proposed contract should be made in the event that we are awarded the contract (or the financial identification number or a copy of the financial identification form provided to the contracting authority on an earlier occasion, unless it has changed in the meantime)
- Completed legal entity file (or the legal entity number allocated. Alternatively, a copy of the legal entity file provided to the contracting authority on an earlier occasion, unless the legal status has changed in the meantime)
- Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.
- Documentary proof or statements required under the law of the country where we are effectively established (or each of the companies in case of a consortium), to show that we do not fall into any of the exclusion situations listed in Section 2.6.10.1 of the practical guide. This evidence or these documents or statements must carry a date, which is not more than one year before the date of submission of the tender. In addition, a statement is furnished stating that the situations described in these documents have not changed since then.
- Documentary evidence of the financial and economic capacity as well as the technical and professional capacity according to the selection criteria specified in the contract notice.

We undertake to guarantee the eligibility of the subcontractor(s) for the parts of the services for which we have stated our intention to subcontract in the organisation and methodology.

This tender is subject to acceptance within the validity period stipulated in clause 6 of the instructions to tenderers.

We understand that our tender may be rejected if we propose key experts who have been involved in preparing this project or employ them as advisers in the preparation of our tender. We also understand that this may mean exclusion from other tender procedures and contracts funded by the EU/EDF.

We are fully aware that, for a consortium, the composition of the consortium cannot be changed in the course of the tender procedure, unless the contracting authority has given its prior approval in writing. We are also aware that the consortium members have joint and several liability towards the contracting authority concerning participation in the above tender procedure and any contract awarded to us as a result of it.

We understand that entities upon whose capacity we rely with regard to economic and financial criteria, become jointly and severally liable for the performance of the contract.

Signed on behalf of the tenderer

Name	
Signature	
Date	