## ANNEX SUP 3: Tender Dossier (SUPPLY)

|  |
| --- |
| This note is for the Contracting Authority on how to complete this Tender Dossier: *Where you see:* **(Note:….)** *this is just a guidance for you and you shall delete these notes from the document.* *Where you see <…> please enter information.**Options are marked* (Option:…)  *\*\*\*\**DELETE this Page prior to submitting the tender dossier*\*\*\*\****INFORM GLOL OSLO oF procurements EXCEEDing EUR 30,000** |

Insert organisation logo

**INVITATION TO TENDER**

TO:

|  |  |  |  |
| --- | --- | --- | --- |
| <Name and address> |  | **Date of issue:**  | <Date> |
|  | **Tender no.:** | <Tender no.> |
|  | **Contract title:** | <Contract title> |
|  | **Closing date:** | <Date and time> |
|  | **Tender opening:** | <Date and time>  |
|  | **Contracting Authority:** | <Name and address>Contact person: <Name>Tel: <Number>Fax: <Number>Email: <Email> |

**<name of Contracting Authority>** **invites you to TENDER**

**FOR SUPPLY <AND DELIVERY> OF <title / product> (Option: under a framework contract) (Note: delete option if not required)**

Please find enclosed the following documents, which constitute the tender dossier:

**A – Instructions to tenderers**

**B – Draft Contract including Annexes:**

 **Annex 1: Technical data form** (to be completed by the tenderer)

 **Annex 2: Tender Submission form** (to be completed by the tenderer)

 **Annex 3: General Terms and Conditions for Supply Contracts**

 **Annex 4: Code of Conduct for Contractors**

 **(Option:) Tender guarantee** (to be completed by the tenderer)

 **(Option:) Performance guarantee** (to be completed by the tenderer)

 **(Option:) Prepayment guarantee** (to be completed by the tenderer)

**(Note: adjust the guarantees as required and please refer to section 9.3 in the Procurement Manual. Please insert the required guarantee template at the end of this document. Guarantees are available in the NCA Procurement Manual Annexes.**

If this document is a PDF format, upon request a complete copy of the above documents can be forwarded in a WORD format for electronic completion. It is forbidden to make alterations in the text.

We should be grateful if you would inform us by email of your intention to submit or not a proposal.

## A. Instructions to tenderERs

1. **Scope of supply (Option: and related services)**

The subject of the contract is the supply (Options:<delivery>, <installation>, <commissioning>, <training>, <after-sales service>) by the tenderer of the following supplies: **(Note: adjust options as necessary)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Description** | Unit | Quantity | **Required delivery**  |
| 1 | <Description> |  | <qty> | <Required delivery> |
| 2 | <Description> |  | <qty> | <Required delivery> |
| 3 | <Description> |  | <qty> | <Required delivery> |
|  | <Add extra lines as necessary> |  |  |  |

The supplies to be purchased are for use by the Contracting Authority in its <name of programme> Program in <country>. The tenderer can submit a tender for one, several or all lots.

**(Note: adjust as necessary and if you require the tenderer to submit a tender for all lots then correct this wording)**

The supplies are described in more details in the Technical data form, Annex 1.

1. **Delivery**

 The above supplies shall be delivered to <Incoterm> <place of delivery> as per above required delivery time.

1. **Specifications**

 The supplies must comply fully with the technical specifications set out in the tender dossier (technical data form, Annex 1) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions. Deviations from the specifications may be considered only if deemed to be in the best interest of the Contracting Authority.

1. **(Option: Spare parts)**

 The supplies described under item <number> must be accompanied by a “lot” of spare parts and/or of consumables. Neither the unit price nor the overall price of the spare parts will figure in the evaluation of the tender, except where the unit price or the number of parts varies substantially between the tenders received. The list of spare parts must be drawn up by the tenderer in the light of his professional experience and taking account of the places of use; it must show the unit prices of the parts. Nevertheless, the Contracting Authority reserves the right to alter the list of spare parts; any changes will appear in the contract. The tenderer shall certify availability of spare parts for a period of minimum 5 years from date of delivery. **(Note: delete this option if not required)**

1. **(Option: Installation and Commissioning)**

 The tenderer shall include in his tender a complete and detailed plan for start-up and commissioning of the equipment at the project site and shall clearly state what is included in the price and what costs is not included. **(Note: delete this option if not required)**

1. **(Option: Training)**

 The tenderer shall include in his tender a complete and detailed training programme for the operation and maintenance of the equipment at the project site and shall clearly state what is included in the price and what costs are not included. **(Note: delete this option if not required)**

1. **(Option: After sales service)**

 The tenderer shall ensure availability of local after sales service and warranty service in <country and location> and must provide contact details and a description of the local representative responsible for providing after sales service. **(Note: delete this option if not required)**

1. **Cost of Tender**

The tenderer shall bear all costs associated with the preparation and submission of his tender and the Contracting Authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

1. **Clarification of tender documents and additional information**

Tenderers may submit questions in writing at the latest on the date specified in the timetable in article A.4, specifying the tender no., and the contract title. Information regarding interpretation of this Invitation to tender must be requested in writing to the Contracting Authority’s contact person.

Tenderers are not allowed to approach the Contracting Authority for verbal clarification.

Any clarification of the tender dossier given by the Contracting Authority will be submitted to all tenderers at the latest on the date specified in the timetable. If the Contracting Authority provides additional information on the tender dossier, such information will be sent in writing to all other prospective tenderers at the same time.

**Any prospective tenderer seeking to arrange individual meetings during the tender period with either the Contracting Authority and/or any other organisation with which the Contracting Authority is associated or linked may be excluded from the tender procedure.**

1. **Planned timetable**

The Contracting Authority reserves the right to alter the dates and time in the following timetable, in which case all tenderers will be informed in writing and a new timetable will be provided.

|  |  |  |
| --- | --- | --- |
|  | **Date** | **Time** |
| Deadline for request for any clarifications from the Contracting Authority | <Date (e.g. approx 21 days before deadline for submission)> | <Time> |
| Last date on which clarifications are issued by the Contracting Authority | <Date (e.g. approx 11 days before deadline for submission)> | <Time> |
| Deadline for submission of tenders (closing date) | <Date> | <Time> |
| Tender opening session | <Date> | <Time> |
| Contract award | <Date> | <Time> |
| Contract start | <Date> | <Time> |

All times are in the time zone of <country>.

1. **Eligibility and qualification requirements**

Tenderers are not eligible if they are in one of the situations listed in article 15 of the General Terms and Conditions for Supply Contracts.

Tenderers shall in the Tender Submission Form attest that they meet the above eligibility criteria. If required by the Contracting Authority, the tenderer, which tender is accepted shall further provide evidence satisfactory to the Contracting Authority of its eligibility through certificates issued by competent authorities in its country of establishment or operation, or, if such certificates are not available, through a sworn statement.

Tenderers are also requested to certify that they comply with the Code of Conduct for Contractors.

To give evidence of their capability and adequate resources tenderers shall provide the information and the documents requested in the tender dossier.

(Option:) If the tenderer was selected through pre-qualification, the tenderer must only declare that he still conforms with the eligibility and qualification (selection) criteria applied in the course of that prequalification. **(Note: delete option if not required)**

1. **Exclusion from award of contracts**

Contracts may not be awarded to tenderers who, during the procurement procedure:

1. are subject to conflict of interest; and/or
2. are guilty of misrepresentation in supplying the information required as a condition of participation and eligibility in the tender procedure or fail to supply this information.
3. **Language of Tenders**

The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in <language>. Supporting documents and printed literature furnished by the tenderer may be in local language.

1. **Documents comprising the Tender**

The tenderer shall complete and submit the following documents with his tender:

1. Tender submission form (Annex 2) with supporting documents
2. Technical data form (Annex 1) with supporting documents

The following documents shall in addition be submitted with the tender

1. Manufacturer’s technical specifications
2. Copies of tenderer’s audited financial statement for the last three years.
3. Evidence of any quality accreditation

(Options:)

1. Manufacturer’s Authorization (if the supplier is not the Manufacturer)
2. Tenderer’s company registration certificate
3. Tender guarantee
4. Offer for after-sales services
5. Offer for training
6. Offer for commissioning and installation
7. Itemized pricelist of recommended spare parts and consumables
8. <Other relevant documents required>

and other relevant information that should be made known to the Contracting Authority.

**(Note: adjust as required)**

1. **(Option: Tender guarantee)**

All tenders must be accompanied by a tender guarantee of minimum <1%> of the total tender amount. The guarantee shall be issued in favour of the Contracting Authority and be valid for 45 days beyond the period of validity of the tender. The tender guarantee shall be issued in the form of a first demand guarantee, by an internationally recognised bank or other financial institution, and shall be in accordance with the text in the attached guarantee. The tender guarantee may also be issued in the form of a banker’s draft, a certified cheque, a bond provided by an insurance company or an irrevocable letter of credit, as long as it creates under the applicable law the same irrevocable, at-first-demand obligations for the guarantor as expressed in the wording of the attached guarantee. **(Note: please insert the guarantee template at the end of this document. Guarantees are available in the annexes to the NCA procurement Manual. Delete this article if not required)**

1. **Price**

The price quoted by the supplier shall not be subject to adjustments except as otherwise provided in the conditions of the Contract.

(Option 1:) Price shall be quoted in <currency>.

(Option 2:) The price shall be quoted in <EUR> or <local currency>.

For evaluation purpose, where quotations are given in <local currency>, it shall be converted into <EUR> at the rate published in <name of local national bank> on the closing date. **(Note: delete option not required)**

(Option:) The Contracting Authority will pay the successful supplier for each purchase order issued and supplies delivered in accordance with the terms of this Tender dossier, a sum which shall be based on the supplies ordered by the Contracting Authority and delivered by the successful supplier, at the price specified in the Contract.

The Contractor guarantees that the price specified in this Tender dossier, is the maximum price that shall remain firm and shall not be increased during the entire term of the Contract, provided however, that in the event that the successful supplier is able to offer the Contracting Authority a discounted price on placement of bulk contracts, the unit price shall be reduced for specific contracts.

By signing this Contract, the Contractor certifies that the Contracting Authority, for transactions resulting from this Tender dossier is not being charged more than other clients for similar supplies and similar bulk orders and within similar circumstances. **(Note: delete option if not a Framework Contract)**

**(Note: Describe specific national VAT and/or any sales tax documentation requirement, if any, and delete this note).**

**VAT and/or any sales tax applicable to the purchase of supplies shall be indicated separately in the Quotation Submission Form.**

1. **Validity**

Tenders shall remain valid and open for acceptance for <30> days after the closing date for the submission of tenders.

Prior to the expiry of the original tender validity period, the Contracting Authority may ask tenderers in writing to extend this period. Tenderers that agree to do so will not be permitted to modify their tenders. If they refuse, their participation in the tender procedure will be terminated.

1. **Submission of tenders and closing date**

Tenders must be received at the address mentioned below by hand or post not later than the closing date and time specified in the time table article A.5. Any tenders received after that time will not be considered.

Tenders shall be submitted in a sealed envelope bearing the following information:

<Address>

Attention: <Name>

Tender receipt: <Date and time>

Tender no.: <Number>

**NOT TO BE OPENED BEFORE THE tender opening session on <date and time>**

All tenders must be submitted in one original, marked “original”, and <number> copies signed in the same way as the original and marked “copy”.

**Note: Copies of tenders will only normally be requested if the evaluation process will take place in more than one location. Delete this note.**

No tender may be changed or withdrawn after the deadline has passed.

1. **Tender opening and evaluation**

Tenders are invited to attend the tender opening. Tenders are requested to advise the contact person, at least one day in advance of the tender opening if they will attend.

Tender opening will take place at <address> at the time and date specified in article A.4. Tenderer’s representatives who are present shall sign a register indicating their attendance.

At the tender opening, only the tenderers’ names, the total amount of the tenders and any discount offered will be read aloud and recorded.

Prior to the detailed evaluation of the tenders, the evaluation committee, (established by the Contracting Authority for the purposes of this tender procedure), shall ascertain whether the tenders meet the eligibility requirements; have been properly signed, are substantially responsive to the tender documents; have any material errors in computation; and are otherwise generally in order.

If a tender is not substantially responsive i.e. it contains material deviations from or reservations to the terms, conditions and specifications in the tender dossier, it shall not be considered further.

After analysing the substantially responsive tenders, the evaluation committee will examine the technical admissibility of each tender, classifying it as technically compliant or non-compliant. Deviations from the specifications may be considered if deemed to be in the best interest of the Contracting Authority.

Tenders determined to be substantially responsive and technically compliant will be checked by the evaluation committee for any arithmetic errors. Where there is a discrepancy between the amounts in the figures and words, the amount in words will govern. Where there are discrepancies between the unit price and the line item total, derived from multiplying the unit rate by the quantity, the unit rate as quoted will govern. If a tenderer refuses to accept the correction, his tender will be rejected.

1. **Award of Contract**

(Option 1:)

The Contracting Authority will award the contract to the tenderer whose tender has been determined to be substantially responsive to the tender dossier and technically compliant, and who has offered the lowest price, provided further that the tenderer has demonstrated the capability and resources to carry out the contract effectively.

The Contracting Authority aims to purchase goods that minimise the environmental impact. Therefore, NCA reserves the right to choose a Supplier based on environmentally sustainable criteria such as packaging, life span, durability, availability of spare parts, recyclability, etc. over quotations that do not meet these standards.

The Contracting Authority reserves the right to accept all or part of your quotation, whichever is in its best financial interest.

(Option 2:)

The Contracting Authority will award the contract to the <number of tenderers> tenderers whose tender has been determined to be substantially responsive to the tender dossier and technically compliant, and who has offered the <number of tenderers> lowest ranked prices, provided further that the tenderer has demonstrated the capability and resources to carry out the contract effectively.

**(Note: if not a Framework Contract, delete option 2. If a Framework Contract select the option suitable to the Contract. Please refer to Procurement Manual section 4.10.**

The Contracting Authority aims to purchase goods that minimise the environmental impact. Therefore, NCA reserves the right to choose a Supplier based on environmentally sustainable criteria such as packaging, life span, durability, availability of spare parts, recyclability, etc. over quotations that do not meet these standards.

The Contracting Authority reserves the right to accept all or part of your quotation, whichever is in its best financial interest.

1. **Signature and entry into force of the Contract**

Prior to the expiration of the period of the tender validity, the Contracting Authority will inform the successful tenderer in writing that its tender has been accepted and inform the unsuccessful tenderers in writing about the result of the evaluation process.

(Option: The Contracting Authority reserves the right to adjust the quantities within a range of +/- 25% to remain within the available funds.) **(Note: delete option if a Framework Contract)**

Within <7> days of receipt of the contract, not yet signed by the Contracting Authority, the successful tenderer must sign and date the contract and return it, (Option: With the performance guarantee), to the Contracting Authority. On signing the contract, (Option: And subject to the provision of a valid performance guarantee), the successful tenderer will become the Contractor and the contract will enter into force once signed by the Contracting Authority.

If the successful tenderer fails to sign and return the contract (Option: And the performance guarantee) within the days stipulated, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to (Option: Seize the tender 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. **(Note: delete options as required)**

1. **(Option: Performance guarantee)**

Within <7> days of receipt of the Contract from the Contracting Authority, the successful Tenderer shall, furnish a performance guarantee in accordance with Article B.16 of the Draft Contract. **(Note: delete article if not required)**

1. **Cancellation for convenience**

The Contracting Authority may for its own convenience and without charge or liability cancel the tender process at any stage.

**(OPTION: INCLUDE DRAFT CONTRACT IF REQUIRED)**

**b. draft (option: Framework) contract (SUPPLY)**

**CONTRACT TITLE: <Title>**

**Contract no.: <Number>**

**(Note: delete option if not required)**

**Instructions to candidates: at this stage of the Request for Proposals this document is for your information and intended to make you aware of the contractual provisions. The information missing in this document will be filled in when a Contractor has been selected, and the “draft” Contract will then become the “final” Contract” between the Contracting Authority and the successful Contractor.**

**Annex 1: Technical data Form**

**Tenderers are requested to complete the following template.**

The following technical specifications are provided in the format of a checklist. They are compulsory as a minimum standard and will be the only basis for the evaluators to assess the technical compliance of the equipment presented in the tenders. Deviations from the specifications may be considered only if deemed to be in the best interest of the Contracting Authority.

Manufacturers’ names, catalogue numbers and model designations appearing in the list are for reference only. Tenders for other equipment that is equal in function, quality and performance to that listed will be given full consideration.

In order to make sure that no single specification is left out from your tender by mistake, it is recommended that you use the checklist as a tool to present your tender.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item no.:** | **Parameter** | **Characteristics (Contracting Authorities minimum requirement)** | **Comply (Yes / No)**  | **Deviations, if any, to be described in this column** |
| **1** | **Description** | <Name/description of product> |  |  |
|  |  |   |  |
| **Specifications** | <Technical requirement> |  |  |
|  |  |  |  |
|  | <Insert extra rows as required> |  |  |
| **(Option: Accessories)** | <Specific requirement> |  |  |
| **(Option: Spare part)** | <Specific requirement> |  |  |
|  |  |  |  |
| **(Option: Certificates)** | (Please specify and enclose any quality accreditation – ISO 9000 2000 or equivalent held by the manufacturer of the offered products) |  |  |
| **2** | **Description** | <Name/description of product> |  |  |
|  |  |   |  |
| **Specifications** | <Technical requirement> |  |  |
|  |  |  |  |
|  | <Insert extra rows as required> |  |  |
| **(Option: Accessories)** | <Specific requirement> |  |  |
| **(Option: Spare part)** | <Specific requirement> |  |  |
|  |  |  |  |
| **(Option: Certificates)** | (Please specify and enclose any quality accreditation – ISO 9000 2000 or equivalent held by the manufacturer of the offered products) |  |  |
| **3** |  |  |  |  |

**(Note: make a table for each item and insert the relevant requirement. Above is an example of information, the format and requirements shall be adjusted to the specific product. Delete this note)**

### Annex 2: Tender submission form

|  |  |
| --- | --- |
| Submitted by (name of company): |  |
| Contact Person: |  |

**Price schedule (Price and currency to be inserted by tenderer)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Description of supplies**  | **Unit** | **Qty** | **Currency:** [currency] |
| **Unit Price incl. VAT****<Incoterm>** | **Total Price incl. VAT****<Incoterm>** |
| 1 | <description of Goods> |  |  |  |  |
| 2 | <description of Goods> |  |  |  |  |
| 3 |  |  |  |  |  |
| 4 |  |  |  |  |  |
| 5 |  |  |  |  |  |
| 6 |  |  |  |  |  |
|  | **(Option: Related Services)** |  |
|  | (A: Start-up and commissioning at project site <place and country>) |  |
|  | (B: Training at project site <place and country>) |  |
|  | **Subtotal price <Incoterm> <place>** |  |
|  | **Freight to <destination, country>** |  |
|  | **Total price <Incoterm> <destination, country>** |  |
|  | **VAT included in the <Incoterm> price** |  |
|  | **(Option: Customs duty included in the <Incoterm> price)** |  |

**(Note: adjust the price schedule and Incoterm to the specific tender. Delete option if not required)**

|  |  |
| --- | --- |
| **Information required by the Contracting Authority:** | **Information to be entered by tenderer in the below columns:**  |
|  |  |
| **(Option: After sales service and warranty service)** |  |
| Full contact details of the local after sales service. |  |
| We certify availability of spare parts for minimum 5 years |  |
|  |  |
| **Delivery date** |  |
| <Incoterm> Point of shipment |  |
| Delivery time to <Incoterm> Point of shipment | days |
| Delivery time to final destination  | days |
|  |  |
| **(Option: Packing)** |  |
| Item 1: gross weight / total volume (CBM) | Kg CBM |
| Item 2: gross weight / total volume (CBM) | Kg CBM |
| <insert a line for each item> |  |
|  |  |

**(Note: Delete options, which are not required)**

|  |
| --- |
| **Company information** |
| Parent company (legal name) |  |
| Street name and no. |  |
| City  |  |
| Postal code |  |
| Country  |  |
|  |  |
| Phone no. |  |
| Email |  |
| Website |  |
|  |  |
| Sales Manager (name) |  |
| Director (Name) |  |
| Other contact (Title and Name) |  |
|  |  |
| Does your company have CSR related policies in place – e.g. health and safety policy, HR policy, staff policy, energy policy, climate policy or is a member of Global Compact. Please state which policies. |  |
| Is your company e.g. ISO 26000/50001/14000 certified or SA8000 certified? Please state which. |  |
| Does your company have a Code of Conduct? |  |

|  |
| --- |
| **(Option: General company information)** |
| (Nature of business – please enclose complete product information in English.) |  |
| (Year of Establishment) |  |
| (Number of full-time employees) |  |
| (Licensing Authority) |  |
| (Licence number (VAT no./TAX I.D.)) |  |
| (Language of technical documents) |  |
| (Working language) |  |

**(Note: please adjust options as required)**

|  |
| --- |
| **(Option: Subsidiaries, Associates and/or Overseas Representative)** |
| (Countries with registered office) |  |
| (Countries with representation (agent)) |  |
| (International quality assurance certification held by your company) |  |
| (Local and national quality assurance certification held by your company) |  |
| (International trade / professional organisations of which your company is a member) |  |
| (Local trade / professional organisations of which your company is a member) |  |

**(Note: please adjust options as required)**

|  |
| --- |
| **(Option: Export and references)** |
| (Please list countries your company export to) |  |

**(Note: please adjust options as required)**

|  |
| --- |
| **References** |
| **Name and country of customer** | **Type of contract** | **Value** | **Contact name** | **Phone and email** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

After having read your Invitation to Tender no. <number> for supply of <contract title> dated <date, month, year>, and after having examined the Tender Dossier, I/we hereby offer to execute and complete the Contract in conformity with all conditions in the Tender dossier for the sum indicated in our financial proposal. On behalf of the company, we hereby;

* Accept, without restrictions, all the provisions in the Invitation to Tender including General terms and Conditions for Supply contracts, with annexes.
* Provided that a contract is issued by the Contracting Authority we hereby commit to furnish any or all items at the price offered and deliver same to the designated points within the delivery time stated above.
* (Option: If our tender is accepted, we undertake to provide a performance guarantee of <10%> in accordance with the Framework Contract.) **(Note: delete option if not required)**
* Certify and attest that we meet the eligibility criteria of article stated in the Instructions to Tenderers.
* Certify and attest compliance with the Code of Conduct for Contractors in Annex 4.

The above declarations will become an integrated part of the contract and misrepresentation will be regarded as grounds for termination.

* In the event the contract is awarded to us, we request that payments under the contract be made to the following account: [insert all necessary references].
* Our tender is valid for a period of <number> days after the closing date in accordance with instructions to tenders.

Any subsequent Contract related to this Proposal will be subject to the Contracting Authorities General Terms and Conditions for Supply Contracts and the Code of Conduct for Contractors available through the below link. Printed versions are available on request.

<https://www.kirkensnodhjelp.no/en/about-nca/for-contractors/>

Signature and stamp:

Signed by:

|  |  |
| --- | --- |
| **The tenderer** |  |
| Name of the company |  |
| Address  |  |
| Telephone no.  |  |
| Email |  |
| Name of contact person |  |
| Date  |  |