

SUPPLY CONTRACT NOTICE

Framework contract for the Supply of Spare Parts and Maintenance of Vehicles - Mercedes

Pristina, Kosovo

Please note that the awarding of the contract is subject to the condition of:

This tender procedure is launched under suspensive clause i.e. Provision of the supplies concerned is subject to availability of the budget funds.

1. Publication reference

EuropeAid/136346/ID/SUP/XK- Spare Parts and Maintenance of Vehicles – Mercedes
(PROC/505/14)

2. Procedure

Local Open

3. Programme title

Council Joint Action 2008/124/CFSP of 04 February 2008, on the European Union Rule of Law Mission in Kosovo, (hereafter “EULEX Kosovo”) as amended by JA 2009/445/CFSP and by Council Decision 2010/322/CFSP, Council Decision 2012/291/CFSP, Council Decision 2013/241/CFSP of 27 May 2013 and Council Decision 2014/349/CFSP of 12th of June 2014.

4. Financing

Contract No CFSP/2014/15/EULEX KOSOVO - Borchardt

5. Contracting authority

EULEX Kosovo

CONTRACT SPECIFICATIONS

6. Description of the contract

- a. The subject of the framework contract is the supply and delivery of spare parts as well as the performance of some ancillary services for Mercedes vehicles (*installation of spare parts, maintenance, repair of vehicles, etc*) by the Contractor (*see the draft contract, special clauses, and Annex II and III of the Tender Dossier for the relevant description of the items and ancillary services and estimated quantities for 1 (one) year that may be ordered during the duration of the framework contract*) at EULEX Kosovo, Pristina, DAP¹.

¹ DAP (delivery at place) - Incoterms 2010 International Chamber of [Commerce](#) -

- b. The framework contract shall be concluded for a period of **1 (one) year** with effect on the date on which it enters into force, (although the Framework contract may be terminated at short notice. See article 36 of the special conditions of the draft contract).
- c. The Contracting Authority may take the initiative after the initial period of implementation, to extend the project in duration and/or scope subject to the availability of funding, up to a maximum not exceeding the length and value of the initial contract. Such request for extension of the contract duration shall be approved by the Contractor. Any extension of the contract would be subject to satisfactory performance by the Contractor as well as a possible extension of the mission's mandate.
- d. Tender prices shall be firm for the duration of implementation of the framework contract but a price revision clause may be applied, in case of extension of the contract duration, see article 15 of the special conditions.
- e. The signature of the framework contract imposes no obligation on the Contracting Authority to order any of the quantities of spare parts or ancillary services estimated in Annex II and III of the "tender dossier". Deliveries of spare parts or performance of ancillary services shall only take place following the issuance by the contracting authority of "purchase orders", specifying the list and quantities of items intended to be supplied and/or specifying the scope of services to be performed.
- f. Deliveries of spare parts shall take place within **21 (twenty one) calendar days** after the receipt by the contractor of a "Purchase Order/Work Order". Exceptionally, upon approval of the Project Manager, when **slow-moving spare parts** are not available on stock, this deadline may be extended to 45 (forty five) calendar days.
- g. Ancillary services shall be performed in accordance with the terms of the special conditions of the contract, (see also the "sequence of events and description of ancillary services" in annex II - technical specifications").

7. Number and titles of lots

No, one lot only.

TERMS OF PARTICIPATION

8. Eligibility and rules of origin

Participation is open to all legal persons participating either individually or in a grouping (consortium) of tenderers which are established in a Member State of the European Union, in an official candidate country, or a country that is a beneficiary of the Instrument for Pre-Accession Assistance, in a Member State of the European Economic Area, a country of the Western Balkans region or a contributing third state, as authorized by Council Joint Action 2008/124/CFSP of 04 February 2008 on EULEX KOSOVO as amended by JA 2009/445/CFSP and Council Decision 2010/322/CFSP, Council Decision 2012/291/CFSP, Council Decision 2013/241/CFSP of 27 May 2013 and Council Decision 2014/349/CFSP of 12th of June 2014). Participation is also open to international organisations. The participation

<http://www.iccwbo.org/incoterms/id3040/index.html>

of natural persons is governed by the specific instruments applicable to the programme under which the contract is financed

9. Grounds for exclusion

Tenderers must submit a signed declaration, included in the Tender Form for a Supply Contract, to the effect that they are not in any of the situations listed in point 2.3.3 of the Practical Guide.

10. Number of tenders

Tenderers may submit only one tender per lot. Tenders for parts of a lot will not be considered. Any tenderer may state in its tender that it would offer a discount in the event that its tender is accepted for more than one lot. Tenderers may not submit a tender for a variant solution in addition to their tender for the supplies required in the tender dossier.

11. Tender guarantee

Tenderers must provide a tender guarantee of **1,500.00 Euros (one thousand and five hundred Euros)** when submitting their tender. This guarantee will be released to unsuccessful tenderers once the tender procedure has been completed and to the successful tenderer(s) upon signature of the contract by all parties. This guarantee will be called upon if the tenderer does not fulfil all obligations stated in its tender.

12. Performance guarantee

The successful tenderer will be asked to provide a performance guarantee of **5%** of the amount of the contract at the signing of the contract. This guarantee must be provided together with the return of the countersigned contract no later than 30 days after the tenderer receives the contract signed by the Contracting Authority. If the selected tenderer fails to provide such a guarantee within this period, the contract will be void and a new contract may be drawn up and sent to the tenderer which has submitted the next cheapest compliant tender.

13. Information meeting and/or site visit

No information meeting is planned

14. Tender validity

Tenders must remain valid for a period of 90 days after the deadline for submission of tenders.

15. Period of implementation of tasks

The framework contract shall be concluded for a period of 1 (one) year with effect on the date on which it enters into force, but it will be only be implemented by means of “purchase orders” i.e. deliveries or performance of ancillary services, shall only take place following the issuance by the contracting authority of “purchase orders”.

The Framework contract may be terminated at short notice. (See article 36 of the special conditions of the draft contract).

The Contracting Authority may take the initiative after the initial period of implementation, to extend the project in duration and/or scope subject to the availability of funding, up to a maximum not exceeding the length and value of the initial contract. Such

request for extension of the contract duration shall be approved by the Contractor. Any extension of the contract would be subject to satisfactory performance by the Contractor as well as a possible extension of the mission's mandate.

SELECTION AND AWARD CRITERIA

16. Selection criteria

The following selection criteria will be applied to tenderers. In the case of tenders submitted by a consortium, these selection criteria will be applied to the consortium as a whole:

- 1) Economic and financial capacity of tenderer (based on i.a. item 3 of the Tender Form for a Supply Contract). In case of tenderer being a public body, equivalent information should be provided.
 - The annual turnover of the tenderer must be equal to or exceeding 500,000.00 Euros (*five hundred thousand euros*) for each of the last 3 years (2013, 2012 and 2011)
- 2) Professional capacity of tenderer (based on i.a. items 4 and 5 of the Tender Form for a Supply Contract)
 - Tenderer must be authorised by Manufacturer Mercedes Benz Service for selling genuine spare parts and servicing vehicles of the make.
 - The tenderer must have at least **15 employees** permanently employed with the tenderer;
 - The tenderer must have at least the following qualified employees currently work for the tenderer in fields related to this contract:
(6 employees):
 - 1 senior mechanic/technician with minimum 7 years' experience in the field
 - 4 general mechanics/technicians with minimum 5 years' experience in the field
 - 1 after sales service manager with 7 years' experience in the field
 - The tenderer must have the following minimum equipment requirements: four vehicle post lifts, truck lift (ramp), brake tester for trucks, and a Computer programme in accordance to Mercedes Benz standards allowing full diagnosis of the Mercedes vehicles. Software used must be continuously updated and authorized by Mercedes Benz.
 - In addition to mechanical and body repair facility, the tenderer must be in possession of guarded parking lot, allowing safe and secure parking of Eulex vehicles.
- 3) Technical capacity of tenderer (based on i.a. items 5 and 6 of the Tender Form for a Supply Contract)
 - The tenderer has worked successfully on at least **two (2) similar projects in fields related to this contract** i.e. maintenance, repair of a fleet of vehicles and supply of spare parts, **in the past three years (i.e. 2013, 2012, 2011).**

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. Some examples of when it may *not* be considered appropriate by the Contracting Authority are when the tender rely in majority on the capacities of other entities or when they rely on key criteria. If the tender rely on other entities it must prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator. Furthermore, the data for this third entity for the relevant selection criterion should be included in the tender in a separate document. Proof of the capacity will also have to be furnished when requested by the Contracting Authority.

17. Award criteria

Price

TENDERING

18. How to obtain the tender dossier

The tender dossier is available from the following Internet address: <http://www.eulex-kosovo.eu/en/tenders/>. Tenders must be submitted using the standard Tender Form for a Supply Contract included in the tender dossier, whose format and instructions must be strictly observed.

Tenderers with questions regarding this tender should send them in writing to:

EULEX Kosovo – Procurement Section
Ndertesa Farmed
“Muharrem Fejza” p.n.
Lagja Spitalit
10000 Pristina, Kosovo
E-mail: tenders@eulex-kosovo.eu

(mentioning the publication reference shown in item 1) at least 21 days before the deadline for submission of tenders given in item 19. The Contracting Authority must reply to all tenderers' questions at least 11 days before the deadline for submission of tenders. Eventual clarifications or minor changes to the tender dossier shall be published at the latest 11 days before the submission deadline on the EULEX website at <http://www.eulex-kosovo.eu/en/tenders/>

19. Deadline for submission of tenders

On **06 November 2014 at 15:00 hrs**, (Kosovo time zone) at EULEX, Procurement Section, Ndertesa Farmed, “Muharrem Fejza” p.n. Lagja e Spitalit, 10000 Pristina, Kosovo.

Any tender received by the Contracting Authority after this deadline will not be considered.

20. Tender opening session

On **06 November 2014 at 15:30 hrs**, (Kosovo time zone) at EULEX, Procurement Section, Ndertesa Farmed, “Muharrem Fejza” p.n. Lagja e Spitalit, 10000 Pristina, Kosovo

21. Language of the procedure

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

22. Legal basis²

Council Joint Action 2008/124/CFSP of 04 February 2008, on the European Union Rule of Law Mission in Kosovo, (hereafter “EULEX Kosovo”) as amended by JA 2009/445/CFSP and by Council Decision 2010/322/CFSP, Council Decision 2012/291/CFSP, Council Decision 2013/241/CFSP and Council Decision 2014/349/CFSP of 12th of June 2014.

² Please state any specificity that might have an impact on rules on participation (such as geographic or thematic or long/short term).