

INSTRUCTIONS TO TENDERERS

REFERENCE: MK 01-02/2021

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/prag/document.do>).

1. Services to be provided

The services required by the Contracting Authority are described in the Terms of Reference. They are set out in Annex II to the draft contract, which forms Part B of this tender dossier.

2. Timetable

	DATE	TIME*
Deadline for requesting clarification from the Contracting Authority	17.05.2021.	-
Last date for the Contracting Authority to issue clarification	19.05.2021.	-
Deadline for submitting tenders	24.05.2021.	15:00
Interviews (if any)	N/A	-
Completion date for evaluating technical offers	27.05.2021. <input type="checkbox"/>	-
Notification of award	27.05.2021 <input type="checkbox"/>	-
Contract signature	28.05.2021 <input type="checkbox"/>	-
Start date	28.05.2021 <input type="checkbox"/>	-

* All times are in the time zone of the country of the Contracting Authority

☐ Provisional date

3. Participation, experts and subcontracting

- a) Participation in this tender procedure is open only to the invited tenderers. For the eligibility, please see point 10 of the contract notice.

- b) 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 conditions mentioned in Section 2.3.3 of the **Practical Guide**. Should they do so, they may be excluded from tender procedures and contracts in accordance with Section 2.3.4 of the **Practical Guide**.
- c) Tenderers guilty of making false declarations may also be subject to financial penalties representing 2 % to 10 % of the total value of the contract being awarded. This rate may be increased to 4 % to 20 % in the event of a repeat offence within five years of the first infringement.
- d) The tenderer must intend to provide the majority of the services itself but if the tenderer intends to subcontract one or more parts of the contracted services, this must be clearly stated in the Organisation and Methodology and the Tender submission form.
- e) All subcontractors must be eligible for the contract.
- f) Subcontractors cannot be in any of the exclusion situations listed in Section 2.3.3 of the Practical Guide.
- g) If the offer includes subcontracting, it is recommended that the contractual arrangements between the tenderer and its subcontractors include mediation, according to national and international practices, as a method of dispute resolution.

4. Content of tenders

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

Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by a translation into the language of the procedure. For the purposes of interpreting the tender, the language of the procedure has precedence.

The tender must comprise of a Technical offer and a Financial offer, which must be submitted in separate envelopes (see clause 8). Each Technical offer and Financial offer must contain one original, clearly marked '**Original**'. Failure to fulfil the requirements in clauses 4.1, 4.2 and 8 will constitute a formal error and may result in rejection of the tender.

4.1. Technical offer

The Technical offer must include the following documents:

- (1) **Tender submission form** (see Part D of this tender dossier) including:
 - a) A signed **declaration** from each legal entity identified in the tender submission form, using the format attached to the tender submission form.
 - b) **Financial identification** document in free form, to indicate the bank account into which payments should be made if the tender is successful.
 - c) The **legal entity file** and supporting documents.
 - d) **Company's registration documents** (registration document issued by the public body in the country of residence and obligatory Business Registration Certificate – "APR" in Serbia for companies established in Serbia);
 - e) **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.
- (2) **Organisation and methodology** (will become Annex III to the contract), to be drawn up by the tenderer using the format in Annex III to the draft contract.
- (3) **Declaration on honour on exclusion criteria and selection criteria, attached to the Tender form, stating that the Company is not in any of the exclusion situations listed in section 2.3.3 of the Practical Guide, namely:**

- they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- they, or persons having powers of representation, decision making or control over them, have been convicted of an offence concerning their professional conduct by a judgment of a competent authority of a Member State which has the force of res judicata; (i.e. against which no appeal is possible);
- they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify, including by decisions of the European Investment Bank and international organisations;
- they are not in compliance with their obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- they, or persons having powers of representation, decision making or control over them, have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such an illegal activity is detrimental to the EU's financial interests;
- they are currently subject to an administrative penalty referred to in Article 109(1) of the EU Financial Regulation (for programmes funded by the EU budget and the 11th EDF) and in Article 99 of the 10th EDF Financial Regulation (for programmes funded by the 10th EDF).

These documents may be submitted as copies. The Contracting Authority reserves the right, prior to signature of the contract, to request the submission of the respective evidence and supporting documents in the original. This evidence, documents or statements must be dated, no more than 1 year before the date of submission of the tender. In addition, a **statement must be furnished stating that the situations described in these documents have not changed since then.**

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.

- (4) **Documentary evidence of the financial and economic capacity as well as the technical and professional capacity** according to the selection criteria specified in the procurement notice (point 16: Selection Criteria). (See further point 2.4.11 of the Practical Guide).

Namely:

- Balance sheets or extracts from balance sheets for at least the last three years for which accounts have been closed;
- Copies of the employment evidence with enclosed specification of duties of the respective personnel;

- Proper evidence of technical capacity (statement or certificate from the entity which awarded the contract or final invoice for the references indicated in the Article 6 Experience of the Tender form); In case of projects still on-going only the portion satisfactorily completed during the reference period (last three years) will be taken into consideration. This portion will have to be supported by documentary evidence (similarly to projects completed) also detailing its value.

No documentary evidence of the selection criteria in point 16 of the contract notice is mandatory to be submitted, but no pre-financing will be granted.

If the documentary evidence submitted is not written in one of the official languages of the European Union or in Serbian language, a translation into the language of the procedure or Serbian language must be attached. Where the documents are in an official language of the European Union other than the one of the procedure, it is however strongly recommended to provide a translation into the language of the procedure or the Serbian language, in order to facilitate the evaluation of the documents. Documentary proof or statements may be in original or copy. If copies are submitted, the originals must be available to send to the Contracting Authority upon request.

Tenderers are reminded that the provision of false information in this tender procedure may lead to their exclusion from EU-funded contracts.

The electronic version of the technical offer must be included with the printed version in the separate envelope in which the technical offer is submitted. If there are any discrepancies between the electronic version and the original, printed version, the latter has precedence.

4.2. Financial offer

The Financial offer must be presented as an amount in Euro and must be submitted using the template for the global-price version of Annex V to part B of this tender dossier. The electronic version of this document 'B8 — Budget for a global-price contract' can be found on the website:

<http://ec.europa.eu/europeaid/prag/document.do>.

Tenderers are reminded that the maximum budget available for this contract, as stated in the contract notice, is **EUR 5.250**. Payments under this contract will be made in RSD according to the exchange rate based on ASB financial procedures.

The applicable tax and customs arrangements are as follows:

Exemption of taxes

The issue is to be processed in line with the European Commission and the Republic of Serbia Framework Agreement as of 29 December 2014.

5. Variant solutions

Tenderers are not authorised to tender for a variant in addition to this tender.

6. 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.

The selected tenderer must maintain its tender for a further **60 days**. A further period of 60 days is added to the validity period irrespective of the date of notification.

7. Additional information before the deadline for submitting tenders

The tender dossier should be clear enough to avoid candidates having to request additional information during the procedure. If the Contracting Authority, either on its own initiative or in response to a request from a tenderer, provides additional information on the tender dossier, it must send such information in writing to all the tenderers at the same time.

Tenderers may submit questions in writing to the following address by 18th May 2021, specifying the publication reference and the contract title:

**Association for Action Against Violence and Trafficking in Human Beings
– Open Gate
Str. Sava kovacevic 1a, 1000 Skopje, The North Macedonia**

Opening hours of the Open Gate office from 08:30 till 16:30 CET

or

E-mail: stojne@lastrada.org.mk

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

Any tenderer seeking to arrange individual meetings with the Contracting Authority and/or the government of the partner country and/or the European Commission concerning this contract during the tender period may be excluded from the tender procedure.

No information meeting or site visit is foreseen.

8. Submission of tenders

Tenders must be delivered to the Contracting Authority for **receipt** before **24th May 2021 at 15:00**. They must include the requested documents in clause 4 above and be sent by recorded delivery (official postal service) or hand delivered (including courier services) directly to the Contracting Authority against a signed and dated receipt:

**Association for Action Against Violence and Trafficking in Human Beings
– Open Gate
Str. Sava Kovacevic 1a, 1000 Skopje, North Macedonia**

Opening hours of the Open Gate office from 08:30 till 16:30 CET

Tenders submitted by any other means will not be considered.

Tenders must be submitted using the double envelope system, i.e., in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words '**Envelope A — Technical offer**' and the other '**Envelope B — Financial offer**'. All parts of the tender other than the financial offer must be submitted in Envelope A (i.e., including the Tender submission form, etc.).

Any infringement of these rules (e.g., unsealed envelopes or references to price in the technical offer) will lead to rejection of the tender.

The outer envelope should provide the following information:

- a) the address for submitting tenders indicated above;
- b) the reference code of the tender procedure MK 01-02/2021
- c) the words 'Not to be opened before the tender-opening session' and „ Да не се отвори пред сесијата за отворање на тендер“
- d) the name of the tenderer.

The pages of the Technical and Financial offers must be numbered.

9. Amending or withdrawing tenders

Tenderers may amend or withdraw their tenders by written notification prior to the deadline for submitting tenders. Tenders may not be amended after this deadline.

Any such notification of amendment or withdrawal must be prepared and submitted in accordance with Clause 8. The outer envelope (and the relevant inner envelope) must be marked 'Amendment' or 'Withdrawal' as appropriate.

10. Costs for preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs must be borne by the tenderer, including the cost of interviewing proposed experts.

11. Ownership of tenders

The Contracting Authority retains ownership of all tenders received under this tendering procedure. Consequently, tenderers do not have the right to have their tenders returned to them.

12. Evaluation of tenders

12.1. Evaluation of technical offers

The quality of each technical offer will be evaluated in accordance with the award criteria and the weighting detailed in the evaluation grid in Part C of this tender dossier. No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in the Terms of Reference.

The evaluation of the technical offers will follow the procedures set out in Section 3.3.10 of the Practical Guide (available on the internet at <http://ec.europa.eu/europeaid/prag/document.do>).

12.1.1. Interviews

Not applicable.

12.2. Evaluation of financial offers

Upon completion of the technical evaluation, the envelopes containing the financial offers for tenders that were not eliminated during the technical evaluation will be opened (i.e. those with an average score of 80 points or more). Tenders exceeding the maximum budget available for the contract will be eliminated.

12.3. Choice of selected tenderer

The best value for money is established by weighing technical quality against price on an 80/20 basis.

12.4. Confidentiality

The entire evaluation procedure is confidential, subject to the Contracting Authority's legislation on access to documents. The Evaluation Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation Committee are bound to secrecy. The evaluation reports and written records are for official use only and may be communicated neither to the tenderers nor to any party other than the Contracting Authority, the European Commission, the European Anti-Fraud Office and the European Court of Auditors.

13. Ethics clauses / Corruptive practices

- a) Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation Committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties.
- b) The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project.
- c) The European 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 or during

the execution of a contract 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 execution of a contract already concluded with the Contracting Authority.

- d) Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. 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 payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

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

- e) The Contracting Authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. If substantial errors, irregularities or fraud are discovered after the award of the Contract, the Contracting Authority may refrain from concluding the Contract.

14. Signature of contract

14.1. Notification of award

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

14.2. Signature of the contract

Within 5 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.

Failure of the selected tenderer to comply with this requirement may constitute grounds for annulling the decision to award the contract. In this event, the Contracting Authority may award the tender to another tenderer or cancel the tender procedure.

The other tenderers will, at the same time as the notification of award is submitted, be informed that their tenders were not accepted, by means of a standard letter, including an indication of the relative weaknesses of their tender by way of a comparative table of the scores for the winning tender and the unsuccessful tender. The second best tenderer is informed of the notification of award to the successful tenderer with the reservation of the possibility to receive a notification of award in case of inability to sign the contract with the first ranked tenderer. The validity of the offer of the second best tenderer will be kept. The second tenderer may refuse the award of the contract if, when receiving a notification of award, the 90 days of validity of their tender has expired.

The Contracting Authority will furthermore, at the same time, also inform the remaining unsuccessful tenderers and the consequence of these letters will be that the validity of their offers must not be retained.

15. Cancellation of the tender procedure

In the event of cancellation of the tender procedure, the Contracting Authority will notify tenderers of the cancellation. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the unopened and sealed envelopes will be returned to the tenderers.

Cancellation may occur, for example, where:

- the tender procedure has been unsuccessful, i.e., no qualitatively or financially worthwhile tender has been received or there is no valid response at all;
- there are fundamental changes to the economic or technical data of the project;
- exceptional circumstances or force majeure render normal performance of the contract impossible;
- all technically compliant tenders exceed the financial resources available;
- there have been irregularities in the procedure, in particular if they have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event shall the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the Contracting Authority has been advised of the possibility of damages. The publication of a procurement notice does not commit the Contracting Authority to implement the programme or project announced.

16. Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See section 2.4.15 of the Practical Guide.