



## INSTRUCTIONS TO TENDER

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

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 set out in the draft contract.

#### 2. Timetable

	DATE	TIME*
Deadline for requesting clarification from the Contracting Authority	Date 2 days before deadline for tenders	09:00 h
Last date for the Contracting Authority to issue clarification	Date 1 days before deadline for tenders	17:00 h
Deadline for submitting tenders	18 April 2021	09:00 h
Provisional commencement date of the contract	20 April 2021	-

#### 3. Participation, experts and subcontracting

- Participation in this tender procedure is open only to the invited tenderers. For the eligibility, please see point 10 of the contract notice.
- Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Section 2.3.3.1. or 2.3.3.2. of the **Practical Guide**. Should they do so, their tender will be considered unsuitable or irregular respectively..
- In the cases listed in Section 2.3.3.1. of the **Practical Guide** tenderers may be excluded from EU financed procedures and be subject to financial penalties representing 2 % to 10% of the total value of the contract in accordance with the conditions set in Section 2.3.4. of the **Practical Guide**. This information may be published on the Commission website in accordance with the conditions set in Section 2.3.4. of the Practical Guide.
- The contract between the tenderer/contractor and its experts shall contain a provision that it is subject to the approval of the partner country. It is furthermore recommended that this contract contains a dispute resolution clause.





- e) The tenderer must intend to provide the majority of the services itself except for the tasks entrusted to experts either as natural persons or single-member companies. 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.
- f) All subcontractors must be eligible for the contract.
- g) Subcontractors cannot be in any of the exclusion situations listed in Section 2.3.3 of the Practical Guide.
- h) 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 selected tender shall sign a "Declaration of honour on exclusion criteria and selection criteria".

The selected tender shall provide a 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. And a completed Financial Identification form to indicate the bank account into which payments should be made if the tender is successful.

The Financial offer must be presented as an amount in Euros.

Tenderers are reminded that the maximum budget available for this contract, as stated in the contract notice, is EUR: 40.000EUR.

#### **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. This period can be further extended when the contracting authority is required to obtain the recommendation of the panel referred to in section 2.3.3.1 of the Practical Guide, up to the adoption of that recommendation.

## **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 up to 2 days before the deadline for submission of tenders, specifying the publication reference and the contract title:

Contact: Ochando Szaroletta, Nicole

Address: Agència Catalana de Cooperació al Desenvolupament

Via Laietana, 14  
08003 - Barcelona  
Spain

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

The Contracting Authority has no obligation to provide 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** until **18 April 2021**. They must include the requested documents in clause 4 above and be sent:



- **EITHER** by recorded delivery (official postal service) to:

Agència Catalana de Cooperació al Desenvolupament  
Via Laietana, 14  
08003 - Barcelona  
Spain

In this case, the delivery record makes proof of compliance with the time-limit for receipt.

- **OR** by E-mail directly to the Contracting Authority against a signed and dated receipt to: [Nicole.ochando@gencat.cat](mailto:Nicole.ochando@gencat.cat)

In this case, the acknowledgment of receipt makes proof of compliance with the time-limit for receipt.

**Tenders submitted by any other means will not be considered.**

The outer envelope should provide the following information:

- a) the address for submitting tenders indicated above;
- b) the reference code of the tender procedure;
- c) the words 'Not to be opened before the tender-opening session';
- 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

The award criteria will be examined in accordance with the requirements indicated in the Terms of Reference.

### 12.1. Evaluation of technical offers

The quality of each technical offer will be evaluated in accordance with the following award criteria:

1. Company Profile (Portfolio + Sample of Previous Assessment)
2. Technical Proposal: (will become Annex III to the contract), to be drawn up by the tenderer with a maximum length of 10 pages –one side only-; using as a font type *Times New Roman*; size font: 11; line spacing 1.5; and including the following contents:
  - Rationale
  - Methodology: assessment methodology, outline of governance bodies and committees, proposed participatory approach
  - Work Plan, must include the estimated number of working days and timeline
  - Annexes, if applicable (annexes are not comprised within the 10 pages maximum length mentioned above).
  - NOTE: Depending on the country context (road closures, COVID measures, etc.) the service provider may have to resort to online working tools and meetings. Therefore, the technical proposal shall include alternative and contingency plans in order to dully perform the services remotely.

3. CVs of Key Experts

### 12.2. Evaluation of financial offers

Upon completion of the technical evaluation, financial offers from those tenderers not excluded during the technical evaluation, will be evaluated.

Tenders exceeding the maximum budget available for the contract will be not accepted and automatically eliminated.

### 12.3. Choice of selected tenderer

The best price-quality ratio is established by weighing technical quality (80% of scoring) against price (20%).

### 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 30 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 retained, by electronic means or standard letter.

## **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 suitable, qualitatively or financially acceptable 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 acceptable tenders exceed the financial resources available;
- there have been substantial errors, irregularities or frauds 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).

Director  
Agència Catalana de Cooperació al Desenvolupament