

## INSTRUCTIONS TO TENDERERS

Reference: MASAR-LB-PCPM-012-SR/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, January 2016 version (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 I to the draft contract.

### 2. Timetable

	DATE	TIME*
Deadline for requesting clarification from the Contracting Authority	2 Days before deadline for Tender	10:00 h
Last date for the Contracting Authority to issue clarification	2 Days before deadline for Tender	-
Deadline for submitting tenders	8 April 2021	17:00 h
Start date	19 April 2021**	-

\* All times are in the time zone of the country of the Contracting Authority (Lebanon)

\*\*Provisional date

### 3. Participation, experts

- Participation in this tender procedure is open 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.

### 4. Content of tenders

The complete tender must include the following:

- Tender Submission Form together with Declaration of Honour on Exclusion and Selection Criteria
- Financial Offer.

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 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.

The Financial offer must be presented as an amount in Euros, and shall be VAT included.

Tenderers are reminded that the maximum budget available for this contract, as stated in the contract notice, is 16 000 EUR: Sixteen thousand EUR.

## **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 reference and the contract title:

Contact: Joanna Byszewska-Zapletal

Address: UNHCR compound, Johnny Abdo building, facing the Red Cross Qobayat, Akkar

Email: [jbyszewska@pcpm.org.pl](mailto:jbyszewska@pcpm.org.pl)

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 **8.04.2021, 17:00**. They must include the requested documents in clause 4 above and be sent:

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

POLISH CENTRE FOR INTERNATIONAL AID

Att: Rana Gabi

UNHCR compound, Johnny Abdo building, facing the Red Cross

Qobayat, Akkar

Lebanon

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

- **OR** by E-mail: via <https://wettransfer.com/> addressed to [ProcurementMasar@pcpm.org.pl](mailto:ProcurementMasar@pcpm.org.pl)

The complete tender must be submitted in one password protected ZIP-file. All the required documents must be placed together in one folder, the title of the folder should be the project name as stated in the contract notice.

All submitted tenders will be downloaded so that a notification email will go to the tenderer to be informed that the package is downloaded. All submitted tenders will then be opened with the password after the deadline.

The password should then be submitted in a separate email to this address: [jbyszewska@pcpm.org.pl](mailto:jbyszewska@pcpm.org.pl). It will be accessed by another person who will only share the password with his colleagues a day after deadline of submitting.

**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 ....';
- d) the name of the tenderer.

The email should provide the following information:

- e) the reference code in the title;
- f) the name of a tenderer;
- g) the words 'Not to be opened before ....';
- h) all documents shall be sent as signed scan copies;

**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/e-mail (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 expert.

**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, regarding general and specific professional experience.

## **13. Ethics clauses / Corruptive practices**

- a) Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence 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. Notification of award**

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

## **15. 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 retained, by electronic means or standard letter. 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.

## **16. 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).

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 contract notice does not commit the Contracting Authority to implement the programme or project announced.

## **17. 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.