

# INSTRUCTIONS TO TENDERERS

## REFERENCE: 3/101033743

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.

### 2. Timetable

	DATE	TIME*
<b>Publish the call and sending by email Invitation Letter from the contracting authority to the companies/international, etc. to receive documentation</b>	6.9.2021	-
<b>Deadline for requesting clarification from the contracting authority</b>	10.9.2021	15:00
<b>Last date for the contracting authority to issue clarification</b>	13.9.2021	-
<b>Deadline for submitting tenders</b>	16.9.2021	15:00
<b>Interviews (if any)</b>	N/A	-
<b>Completion date for evaluating technical offers</b>	19.9.2021	-
<b>Notification of award</b>	20.9.2021 <sup>³</sup>	-
<b>Contract signature</b>	22.9.2021 <sup>³</sup>	-
<b>Start date</b>	24.9.2021 <sup>³</sup>	-
<b>Final date for submission the Demo version</b>	20.10.2021	15:00
<b>Final date for submission the Final version</b>	20.11.2021	15:00

\* All times are in the time zone of the country of the contracting authority

<sup>³</sup> 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 Call for offer.

- b) 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.
- c) 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.
- d) All subcontractors must be eligible for the contract.
- e) Subcontractors cannot be in any of the exclusion situations listed in Section 2.6.10.1 of the practical guide.
- f) 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 or Macedonian

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 electronically by the participant directly to the contracting authority e-mail: [creation@t.mk](mailto:creation@t.mk) (see clause 8).

##### **4.1. Technical offer**

The technical offer must include the following documents:

(1) **Technical offer :**

- a) Current condition form Central Register:
- b) Company references for similar assignment
- a) The CVs of the key expert and only one CV must be provided for each position identified in the terms of reference.

The qualifications and experience of each key expert must clearly match the profiles indicated in the terms of reference.

Tenderers must provide the following documents for any key experts proposed:

- A references or contact information for proving the professional experience indicated in their CVs.

##### **4.2. Financial offer**

The financial offer must be presented in , following the provided Template :

The European Commission and Republic of Macedonia have agreed in the Agreement between Government of Republic of Macedonia and European Commission from 27.03.2015 to fully exonerate the following taxes: Value Added Tax, Excise Tax, and Custom Duties.

## 5. Variant solutions

N/A

Tenderer 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 2.6.10.1.1 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 3 working days** before the deadline for submission of tenders, specifying the publication reference and the contract title:

**PhD Risto Ivanov**  
**ZBK Kreacija**  
**Nikola Parapunov 41 , 1000 Skopje, Macedonia**  
**Additional information:**  
Telephone/fax : +389 2 3216 903  
Email: [creation@t.mk](mailto:creation@t.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 sent to the contracting authority on 16.9.2021, 15:00. They must include the requested documents in clause 4 above and be sent:

- Electronically by the participant directly to the contracting authority e-mail: [creation@t.mk](mailto:creation@t.mk) , in which case the evidence shall be constituted by this acknowledgement **with data of sending e-mail**, to:

**SEEthe Skills- development and maintenance of web site**  
**ZBK Kreacija Skopje**  
**Nikola Parapunov 41 , 1000 Skopje, Republic of North Macedonia**

## **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.

## **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 C3 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.

#### **12.1.1. Interviews**

No interviews are foreseen.

### **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 70 points or more). Tenders exceeding the maximum budget available for the contract are unacceptable and will be eliminated.

### **12.3. Choice of selected tenderer**

The best price-quality ratio is established by weighing technical quality against price on an 70/30 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) Absence of conflict of interest

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. 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 according to the Financial Regulation in force.

b) Breach of obligations, irregularities or fraud

The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud is discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

### **14. Signature of contract(s)**

#### **14.1. Notification of award**

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

The successful tenderer shall then confirm availability or unavailability of their key-expert(s) within 2 days from the date of the notification of award.

In case of unavailability the tenderer will be allowed to propose replacement key-expert(s). The successful tenderer shall give due justification for the exchange of key-expert but the acceptance will not be limited to specific cases. Several replacement key-experts may be proposed but only one time-period of 15 days from the date of the notification of award will be offered. The replacement key-expert(s) cannot be an expert proposed by another tenderer in the same call for tender.

The replacement key-expert's total score must be at least as high as the scores of the key-expert proposed in the tender. It must be emphasised that the minimum requirements for each evaluation criteria must be met by the replacement expert.

If replacement key-experts are not proposed within the 15 days delay or if the replacement experts are not sufficiently qualified, or that the proposal of the replacement key-expert amends the award conditions which took place, the contracting authority may decide to award the contract to the second best technically compliant tenderer (also giving them a chance to replace a key-expert should he/she not be available).

#### **14.2. Signature of the contract(s)**

Within 3 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, 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 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 breach of obligations, 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.

## **16. Appeals**

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See Section 2.12. of the practical guide.