

# INSTRUCTIONS TO BIDDERS

N° REF : DAO.P194N9.GMN-2022.03.28

**In submitting a bid, bidders are required to respect all the forms, instructions, contractual provisions and specifications contained in this tender dossier and to comply therewith. A bid from a bidder who does not provide all the necessary information and documents within the deadline will be rejected.**

**These instructions to bidders define the bidding, selection and contract performance rules with regard to this call for tenders.**

## **1. Services to be provided**

The services required by the contracting authority are described in the Terms of Reference. These appear in Appendix II to the draft contract, which represents part B of this tender dossier.

## **2. Participation and subcontracting**

- a) Participation in the tender is open to all legal entities whether taking part on an individual basis or as part of a group (consortium) of bidders. Participation is also open to international organizations.
- b) If the bidder intends to subcontract one or more portions of the services awarded, it is obliged to state this clearly on its bidding form. In this respect, individual experts taken on for the project, whether key or otherwise, are not considered as subcontractors.
- c) The bidder must undertake to supply the bulk of the services itself. The total amount of the subcontracted portion of the services may not exceed 50% of the contract amount and the subcontractor may not itself subcontract.
- d) All subcontractors must meet the contract eligibility conditions.
- e) When subcontracting is included in the bid, it is recommended that the contractual arrangements between the bidder and its subcontractors should make provision for mediation as an alternative dispute settlement mechanism, in line with national and international practice.

### **3.1 Content of bids**

Bids, all correspondence and all documents relating to the tender exchanged between the bidder and contracting authority must be written in English.

Supporting documents and brochures or catalogues supplied by the bidder may be in another language provided that a translation into the language of the procedure is attached. For the purposes of interpreting the call for tenders, the language of the procedure takes precedence.

Each bid must include a technical bid and a financial bid, which must be submitted in separate files (see point 7). Failure to comply with the requirements set out in points 3.1, 3.2 and 7 represents a formal defect and may lead to rejection of the bid.

## Instructions to bidders

### 3.1 Technical bid

The technical bid must contain the following documents:

- (1) **Bidding form and its annexes** (see part D of this tender dossier) including:
- a) A **signed declaration of exclusivity and availability** (as per the model attached to the bidding form) for each key expert, the purpose of which is as follows:

- ☐ The key experts put forward in this bid must not appear in any other bids submitted in connection with this tender procedure. They must therefore commit themselves exclusively to the bidder.
- ☐ All key experts must also undertake to be available, able and willing to work throughout the expected periods of their involvement in carrying out the tasks, as stated in the Terms of Reference and/or Organization and Methodology.

It should be noted that experts other than key experts cannot be required to sign declarations of exclusivity and availability.

Where the contracting authority has selected an enterprise partly on the basis of an evaluation of the key experts put forward in the bid, it expects the contract to be performed by those experts. After the deadline for submission of bids, the bidder may nevertheless propose a replacement expert in the following cases: unexpected delay in the start of contract performance beyond the contractor's control or, exceptionally, in the event of incapacity of a key expert for health reasons or in cases of force majeure or other circumstances justifying replacement and having no effect on the choice of the most economically advantageous bid. A bidder's wish to use an expert for another project or a change of mind on the part of an expert with regard to the contract cannot be accepted as the reason for replacing a key expert.

The contract concluded between the bidder/contractor and its key experts must contain a provision to the effect that it is subject to approval by the beneficiary country.

- b) A **declaration** signed by each legal entity shown on the bidding form, based on the model attached to that form.
- c) Duly authorized signature: an official document (articles of association, power of attorney, notarized declaration, etc.) establishing that the person signing on behalf of the company/group of companies/consortium is duly authorized to do so.
- (2) **Organization and methodology** (which will be Appendix II to the contract). The template in Appendix II to the draft contract can be used (optional). Maximum 15 pages. Offers shall include a description a time plan.

The table "Estimated number of working days" (in the budget spreadsheet in Appendix IV) must be included in Organization and Methodology.

- (3) **Key experts** (future Appendix III to the contract). The key experts are the experts whose participation is considered essential to achieving the contract objectives. Their

## Instructions to bidders

functions and responsibilities are defined in the Terms of Reference and they will be assessed according to the evaluation grid appearing in this tender dossier.

The bidder must provide:

- a) a list of the names of the key experts (Annex 2.3);
- b) the CV of each key expert. Each CV must be restricted to 3 pages and only one CV should be supplied for each position identified in the Terms of Reference. It should be noted that no CV should be supplied for experts other than key experts.

The qualifications and experience of each key expert must clearly match the profiles shown in the Terms of Reference. The CV shall include relevant references (at least 3) for each team member.

### 3.2 Financial bid

The financial bid must be denominated in **euros**. The financial bid must indicate whether the VAT is applicable or not. The financial bid must include the price without taxes, and the price all taxes included. It must include the following documents (the models included in the "unit prices" version of Annex IV of Part B of this tender dossier must be used)

- ☐ Details of prices
- ☐ Working days

Payments relating to this contract will be made in euros.

Bidders are reminded that the maximum budget available for this contract is 19 000 euros all taxes included.

### 4. Variants

Bidders are not authorized to submit a variant for this tender.

### 5. Bid validity period

Bidders are committed by their bids for 90 days after the deadline for submission of bids.

### 6. Additional information before the deadline for submission of bids

The tender dossier must be sufficiently clear to avoid bidders invited to bid having to seek additional information during the procedure. If the contracting authority, on its own initiative or in response to a bidder's request, supplies additional information on this tender dossier, it must simultaneously send that information in writing to all the other bidders.

Bidders may send their questions in writing to the following address, no later than the date specified in point, specifying the reference and name of the contract:

Eliane JARRY  
[e.jarry@geres.eu](mailto:e.jarry@geres.eu)

The contracting authority is not obliged to provide any clarification after that date.

## Instructions to bidders

Any potential bidder who, during the tender period, attempts to organize individual interviews with the contracting authority about this contract is liable to be excluded from the tender procedure.

Any clarification of the tender dossier will be forwarded simultaneously in writing to all bidders.

No information meeting or site visit is planned.

### 7. Submission of bids

Bids must be submitted so that they are **received** before the dates and time set in the table below :

The call is launched :	28 March 2022
Deadline for additional information request (by email only)	8 April 2022
Deadline for additional information delivery (by email only)	12 April 2022
<b>Deadline for bid submission</b>	<b>20 April 2022, 18:00 pm French time UTC + 1:00</b>
Opening of the bids (indicative)	21 April 2022
Notification to the bidders (indicative)	22 April 2022

**Any bid received after the deadline will be rejected.**

Bids must include all documents requested in point 3 above and be submitted to the following address:

Eliane JARRY  
[e.jarry@geres.eu](mailto:e.jarry@geres.eu)

Tenders must be submitted exclusively to the contracting authority **by email** to the address indicated above, either by including the documents directly in the email, or by indicating in the email a download link on a file transfer platform. The maximum weight of e-mails is 6 Mega bites ; beyond that, a file transfer platform **MUST** be used ensuring the validity of the link until the deadline for submitting offers.

Bids must be sent according to the double envelope principle, i.e. an email containing two distinct files or folders, bearing the words "**File A - technical bid**" and "**File B - financial bid**" respectively. The files must be in pdf format, as well as an Excel version of the financial offer. All parts of the bid, with the exception of the financial bid, must be submitted in the file A (namely the bidding form, the key experts' declarations of exclusivity and availability and the various other declarations).

**Any breach of these provisions (e.g. reference to a price element in the technical bid) will be considered as non-compliance and cause rejection of the bid.**

The following information must appear on the outer envelope or on the subject/object of the email:

- a) the reference of the tender procedure to which the bidder is responding (DAO.P194N9.GMN-2022.03.28);

## **Instructions to bidders**

- b) the wording "not to be opened before the bid opening session";
- c) the bidder's name.

The pages of the technical and financial bids must be numbered.

### **8. Evaluation of bids**

The minimum qualifications required will be assessed at the start of the evaluation.

#### **8.1 Evaluation of technical bids**

The quality of each technical bid will be evaluated in accordance with the award criteria and corresponding weighting appearing in the evaluation grid of part C of this tender dossier. No other award criterion will be used. The award criteria will be examined according to the instructions contained in the Terms of Reference.

The evaluation committee does not intend to hold interviews.

#### **8.2 Evaluation of financial bids**

On completion of the technical evaluation, the envelopes containing the financial bids for bids not eliminated during the technical evaluation (i.e. those obtaining an average score of 80 points or above) will be opened. Bids exceeding the maximum budget available for the contract will be rejected.

Any arithmetical errors will be corrected without penalty for the bidder so that, in the event of difference between a fee and the total amount resulting from multiplying that fee by the corresponding number of working days, the fee shown will take precedence, unless the evaluation committee concludes that there has been a manifest error in the fee, in which case the total amount shown will take precedence over the fee, which will be corrected accordingly.

#### **8.3 Choice of the selected bidder.**

The choice of the most economically advantageous bid is the result of a weighting of technical quality and price according to an 80/20 distribution factor.

#### **8.4 Confidentiality**

The entire evaluation procedure is confidential, subject to the contracting authority's rules on access to documents. The decisions of the evaluation committee are collective and its discussions take place behind closed doors. Members of the evaluation committee are bound to secrecy.

The evaluation reports and written minutes in particular are exclusively for internal use and may not be communicated either to bidders or to any other party, with the exception of the contracting authority, project funders and judicial authorities in the event of legal proceedings.

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

#### **9.1 Notice of the award**

The successful bidder will be informed in writing that its bid has been selected.

Before signature of the contract between the contracting authority and contractor, the latter must supply the legal entity form and financial identification form.

The successful bidder must also provide before signing the contract the list of all the persons who have the power to commit the means of the bidder, and the copy of their ID, following Annex 2.7.

Supporting documents concerning the key experts (copy of the diplomas mentioned in their CVs, copy of employers' certificates or references evidencing the professional experience shown on their CVs) must also be submitted by the successful bidder.

The contractor must also supply the documentary proof or declarations required under the legislation of the country where the company (or each of the companies in the case of a consortium) is established, showing that it is not in any of the exclusion situations listed on the bidding form.

Such proof, documents or declarations must bear a date no more than one year earlier than the date of submission of the bid. In addition, a declaration must be delivered to the effect that the situation described in these documents has not changed since.

It should be noted that if proof is not requested, pre-financing cannot be disbursed unless a financial guarantee for an equivalent amount is supplied.

If the contractor does not provide the documentary proof within a period of 15 calendar days from notice of the award or if it turns out that it has supplied false information, the award is considered null and void. In this case, the contracting authority may award the contract to another bidder or cancel the tender procedure.

#### **9.2 Signature of the contract(s)**

Within 30 days of receipt of the signed contract by the contracting authority, the contractor must sign, date and return the contract to the contracting authority.

If the contractor does not comply with this obligation, this may result in cancellation of the decision to award the contract. In that case, the contracting authority may award the contract to another bidder or cancel the tender procedure.

The other bidders will be informed in writing that their bids have not been accepted. The standard letter will include information on the relative weaknesses of their bids in the form of a comparative table of the scores obtained by the selected and non-selected bids.

### **10. Cancellation of a tender procedure**

In the event of cancellation of a tender, bidders must be informed of the cancellation by the contracting authority. When a tender procedure is cancelled before the bid-opening session, the unopened sealed envelopes are returned to the bidders.

Cancellation may occur in the following cases:

## Instructions to bidders

- when the call for tenders is unsuccessful, i.e. when no bids worthy of selection in qualitative and/or financial terms have been received or when there has been no response;
- when the technical or economic details of the projects have been fundamentally altered;
- when exceptional circumstances or force majeure make normal implementation of the project impossible;
- when all technically compliant bids exceed the financial resources available;
- when there have been irregularities in the procedure which have prevented fair competition.

**The contracting authority shall not, under any circumstances, be obliged to pay damages, including, without restriction, damages for loss of earnings, relating to cancellation of a tender, even if the contracting authorities has been informed of the possibility of damages. The publication of a contract notice in no way commits the contracting authority to implement the announced programme or project.**

### 11. Rights of appeal

If a bidder considers that it has lost out due to an error or irregularity arising in connection with the contract award procedure, it may refer the matter directly to the contracting authority.

### 12. Ethics clauses

Bidders must comply with the following ethics clauses:

- a) Any attempt by a candidate or bidder aimed at obtaining confidential information, conclude unlawful agreements with its competitors or influence the committee or the contracting authority during the process of examination, clarification, evaluation or comparison of bids entails rejection of its candidature or bid and may make it liable to administrative penalties.
- b) Except with prior written authorization from the contracting authority, the contractor and its staff or any other company with which the contractor is associated or linked may not , even on an ancillary or subcontracting basis, provide other services, carry out works or supply equipment for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the contractor.
- c) When submitting its candidature or bid, the candidate or bidder is obliged to declare that there is no conflict of interest and that it has no specific equivalent link in this regard with other bidders or other parties to the project. If, during contract performance, such a situation should arise, the contractor would be obliged immediately to inform the contracting authority.
- d) The contractor must at all time act impartially and as a faithful adviser in accordance with the code of conduct of its profession. It must refrain from making public statements about the project or services without the contracting authority's prior authorization. It may not commit the contracting authority in any way without its prior written consent.
- e) During the contract term, the contractor and its staff must comply with human rights and undertake not to offend the political, cultural and religious mores of the

## Instructions to bidders

beneficiary country. In particular and in accordance with the applicable basic act, the contractor must comply with core international labour standards, namely the relevant International Labour Organization standards and conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; elimination of discrimination in respect of employment and labour; and the abolition of child labour.

- f) The contractor's remuneration in respect of the contract constitutes its sole remuneration in connection with the contract. The contractor and its staff must refrain from pursuing any activity or receiving any benefit which may be in conflict with their obligations towards the contracting authority.
- g) The contractor and its staff are bound to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the contractor during the performance of the contract are confidential .
- h) The contract governs the contracting parties' use of all reports and documents drawn up, received or presented by them during the performance of the contract.
- i) The contractor must refrain from any relationship likely to compromise its independence or that of its staff. If the contractor ceases to be independent, the contracting authority may, regardless of injury, terminate the contract without further notice and without the contractor having any claim to compensation.
- j) The contracting authority reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the procurement procedure 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 to a contract already concluded with the contracting authority.
- k) Bids 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 recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.
- l) The contracting authority reserves the right to suspend or cancel the procedure if it proves that the contract award process has been marred by substantive errors, irregularities or fraud. Where such substantive errors, irregularities or fraud are discovered after award of the contract, the contracting authority may decide not to conclude the contract.