PUBLICATION REFERENCE: EUMM- 24-9140

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 and selecting tenders. They apply to this call for tenders, in conformity with the practical guide, (available on the internet at this address: https://wikis.ec.europa.eu/display/ExactExternalWiki/ePRAG).

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.

1. **Timetable**

|  |  |  |
| --- | --- | --- |
|  | **DATE** | **TIME** |
| **Site visit (if any)** | Not applicable | Not applicable |
| **Information meeting (if any)** | Not applicable | Not applicable |
| **Deadline for requesting clarification from the contracting authority** | 29 May 2024 | 15:00\* |
| **Last date for the contracting authority to issue clarification** | 11 June 2024 | - |
| **Deadline for submitting tenders** | 19 June 2024 | 15:00\* |
| **Interviews (if any)** | Not applicable | - |
| **Completion date for evaluating technical offers** | July-August 2024 | - |
| **Notification of award** | August 2024 | - |
| **Contract signature** | September 2024 | - |
| **Start date** | 15 December 2024 | - |

**\* The time zone of the country of the contracting authority.****Provisional date.**

1. **Participation, experts and subcontracting**
2. Participation in this tender procedure is open. For the eligibility, see point 4 of the Additional information of contract notice.
3. 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 Sections 2.4. (EU restrictive measures), 2.6.10.1.1 (exclusion criteria) or 2.6.10.1.2. (rejection from a procedure) of the **practical guide**. Should they be in one of these situations, their tender will be considered either unsuitable or irregular.
4. In the cases listed in Section 2.6.10.1.1. of the **practical guide** tenderers may be excluded from EU financed procedures and be subject to financial penalties up to 10 % of the total value of the contract in accordance with the Financial Regulation in force. This information may be published on the Commission website in accordance with the Financial Regulation in force.
5. The contract between the tenderer/contractor and its experts, or the third party making available the experts, shall contain a provision stating that experts are subject to the approval of the partner country. It is, furthermore, recommended that this contract contain a dispute resolution clause.
6. For the purpose of implementing the contract, subcontracting is the only permitted form of collaboration. The tenderer and, where applicable, entities on whose capacities the tenderer has relied with regard to criteria relating to the economic and financial capacity, shall be jointly liable for the performance of the contract. 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 in the tender submission form.
7. All subcontractors as well as all entities, upon whose capacity the tenderer relies for the selection criteria, must be eligible for the contract. If the identity of the intended subcontractor is already known at the time of submitting the tender, the tenderer must furnish a statement guaranteeing the eligibility of the subcontractor. If any subcontractor/capacity-providing entity identified in this way does not meet the eligibility criteria, the tender shall be rejected. If the identity of the subcontractor is not known at the time of submitting the tender, any subcontract must be awarded according to Article 4 of the general conditions of the contract.
8. Subcontractors and capacity providing entities cannot be in any of the exclusion situations listed in Section 2.6.10.1 of the practical guide. The successful tenderer/contractor shall submit a declaration from the intended subcontractor/capacity- providing entity that it is not in one of the exclusion situations. In the event of doubt, the contracting authority shall request documentary evidence that the subcontractor/ capacity providing entity is not in a situation of exclusion.
9. For the avoidance of doubt, where the experts are not directly employed or contracted by the tenderer/contractor but through a third party, the latter is a sub-contractor.

Experts made available by any third party (sub-contractors) are considered for all purposes related to the present contract to be the personnel of the contractor.

1. **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 official language of the EU. For the purposes of interpreting the tender, the language of the procedure has precedence.

The tender must include a technical offer and a financial offer, which must be submitted via  
e-mail. The technical offer and the financial offer should be submitted **in separate** and  
password-protected ZIP files (or equivalent compressing format). The password should be  
different for each ZIP file (one for the technical offer and one for the financial offer). The  
password for the ZIP file of the technical offer must be sent to the contracting authority after  
the final date and time of submission of the tenders. The password for the ZIP file of the  
financial offers shall only be requested by the Evaluation Committee when the technical evaluation has been completed.  
In case of large tender documents, the tenderer is permitted to submit them through file  
sharing platforms like Dropbox, SharePoint, or equivalent. However, the organisation and  
methodology/technical offer, the tender submission form including the declaration(s), and the  
financial offer must be submitted via e-mail, following the abovementioned instructions.  
Please send your tender as attachments to the following e-mail address: [tenders@eumm.eu](mailto:tenders@eumm.eu)

Failure to fulfil the requirements in clauses 4.1, 4.2 and 8 will constitute an irregularity and may result in rejection of the tender.

**4.1. Technical offer**

The Technical offer consists of the documents listed below.

The documents listed in point 1 to point 4 must be submitted within the deadline for submitting tenders.

The documentary evidence listed in point 3 and 4 below should not be submitted within the deadline for submitting tenders. Instead, they should be prepared by tenderers and kept available for the contracting authority. At any time during the procurement procedure the contracting authority may request the documentary evidence. When requested, the tenderer should provide the documentary evidence within a short deadline. In any case, the tenderer proposed by the evaluation committee for the award of the contract, will be requested to provide documentary evidence listed in points 3 and 4 listed below prior to the award of the contract.

1. **Tender submission form** (see Part D of this tender dossier) including:
2. A signed **declaration** using the format attached to the tender submission form.
3. A completed **financial identification form** (see Annex V to the draft contract) to indicate the bank account into which payments should be made if the tender is successful. (If the tenderer has already signed another contract with the EUMM Georgia, it may provide instead either its financial identification form number or a copy of the financial identification form provided on that occasion, unless it has changed in the meantime).
4. The **legal entity file** (see Annex V to the draft contract) and supporting documents (if the tenderer has already signed another contract with the EUMM Georgia, it may provide instead either its legal entity number or a copy of the legal entity file provided on that occasion, unless it has changed its legal status in the meantime).
5. 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.
6. **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. Life insurance license also to be provided.

(3) **To be kept by the tenderer and to be provided upon request (see introductory paragraph under 4.1):** documentary proof or statements required under the law of the country in which the company (or each of the companies for consortia), the subcontractors and the capacity providing entities are effectively established, to show that it is not in any of the exclusion situations listed in Section 2.6.10.1 of the practical guide. This evidence, documents or statements must be dated, no more than one 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.

If the nature of your entity is such that it cannot fall into the exclusion situations and/or cannot provide the documents indicated above (for instance, national public administrations and international organisations), please provide a declaration explaining this situation.

The contracting authority may waive the obligation of any 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 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) **To be kept by the tenderer and to be provided upon request (see introductory paragraph under 4.1):** documentary evidence of the financial and economic capacity as well as the technical and professional capacity according to the selection criteria specified in the contract notice/additional information about the contract notice annex (see also Section 2.6.11 of the practical guide). For the technical selection criteria, you will only be requested to submit documentary evidence regarding the references that qualified you.

Where the documentary evidence submitted is in an official language of the European Union other than the one of the procedure, it is strongly recommended to provide a translation into the language of the procedure, 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 the rejection of their tender and to their exclusion from EU-funded procedures and contracts.

**4.2. Financial offer**

The financial offer must be presented in Euro (VAT excluded) and must include the following documents (using the templates included in the fee-based version of Annex IV to part B of this tender dossier.

* Budget breakdown

The electronic version of the financial offer must be included with the printed/scanned version together with the financial offer. If there are any discrepancies between the electronic version and the original, printed/scanned version, the latter will have precedence.

Tenderers are reminded that the maximum budget available for this contract, as stated in the contract notice, is 566,754.00 EUR, distributed as follows:

- 269,798.00 EUR for a duration of twenty-four (24) months, from 15 December 2024 to 14 December 2026;

- In case of renewal of the contract in accordance with Article 19.2 of the Special Conditions, 296,956.00 EUR for a duration of twenty-four (24) months, from 15 December 2026 to 14 December 2028;

Payments under this contract will be made in GEL. All amounts payable shall be converted from EURO into GEL using the EUR/GEL selling rate of the commercial bank serving EUMM, Georgia applicable on the date of the transaction.

The applicable tax and customs arrangements are as follows.

Exemption of taxes

As per Agreement between The European Union and Georgia on The Status of The European Union Monitoring Mission In Georgia (SOMA) 3 November 2008: *“EUMM Georgia, shall be exempt from all national, regional and communal dues, taxes and charges of a similar nature In respect of purchased and imported goods, services provided and Facilities used by it for the purposes of the Mission”.*

1. **Variant solutions**

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

1. **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. In exceptional cases, before the period of validity expires, the contracting authority may ask tenderers to extend the period for a specific number of days, which may not exceed 40.

The selected tenderer must maintain its tender for a further 60 days. This 60-day period 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.

1. **Additional information before the deadline for submitting tenders**

Any request for additional information must be made in writing before 15:00 hrs (local time in Georgia) 29 May 2024, specifying the publication reference and the contract title, to the following email address: [tender@eumm.eu](mailto:tender@eumm.eu)

The contracting authority has no obligation to provide clarification after this date. Any clarification of the tender dossier will be communicated simultaneously to all tenderers at the latest 8 calendar days before the deadline for submitting tenders.

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.

1. **Submission of tenders**

Tenders must be sent to the contracting authority before 15:00 hrs (local time in Georgia) 19 June 2024.They must include the requested documents in clause 4 above and must be sent via e-mail to the following address: [tenders@eumm.eu](mailto:tenders@eumm.eu) following carefully the instructions set out in Point 4 above.

1. **Amending or withdrawing tenders**

Tenderers may amend or withdraw their tenders by written notification prior to the deadline for submitting the tenders. The written notification must be sent to the following-e-mail address: [tenders@eumm.eu](mailto:tenders@eumm.eu) . Tenders may not be altered after this deadline.

1. **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.

1. **Ownership of tenders**

The contracting authority retains ownership of all tenders received under this tendering procedure.

1. **Evaluation of tenders**

The opening of the received tenders is not public.

Once the contracting authority has opened the tenders, they shall become its property and will be treated confidentially.

**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 3.4.10.3 of the practical guide (available on the internet at: <https://wikis.ec.europa.eu/display/ExactExternalWiki/3.+Service+Contracts>).

**12.1.1. Interviews**

No interviews are foreseen.

**12.2. Evaluation of financial offers**

Upon completion of the technical evaluation, the financial offers of tenders that were not eliminated during the technical evaluation will be assessed (i.e. those with an average score of 75 points or more). Tenders exceeding the maximum budget available for the contract will not be accepted and will therefore not be further evaluated.

The provision for incidental expenditure and the provision for expenditure verification stated in the terms of reference and to be included in the budget breakdown will not be taken into account in the comparison of the financial offers.

Any arithmetical errors are corrected without penalty to the tenderer such that, if there is a discrepancy between a fee rate and the total amount derived from multiplying the fee rate by the corresponding number of working days, the fee rate as quoted must prevail, unless the opinion of the evaluation committee is that there is an obvious error in the fee rate, in which event the total amount as quoted must prevail and the fee rate must be corrected.

**12.3. Choice of selected tenderer**

The best price-quality ratio is established by weighting 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, the European Public Prosecutor’s Office and the European Court of Auditors.

1. **Ethics clauses and code of conduct**

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) Respect for human rights as well as environmental legislation and core labour standards

The tenderer and its personnel must comply with human rights and applicable data protection rules. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

**Zero tolerance for sexual exploitation, abuse and harassment:**

The European Commission applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

c) Anti-corruption and anti-bribery

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. 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) Unusual commercial expenses

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) 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 are 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**

Tenderers will be informed of the outcome of this procurement procedure by e-mail. The notification will be sent to the e-mail address used by the tenderer to submit the offer. The same e-mail address will be used by the contracting authority for all other communications with the tenderer. It is the tenderer's responsibility to provide a valid e-mail address and to check it regularly.

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

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, 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 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 of the outcome of the procurement procedure and, as a consequence of these letters, the validity of their offers shall not be retained.

The corresponding contract award notice will be published on TED.

**15. Cancellation of the tender procedure**

In the event of cancellation of the tender procedure, the contracting authority will notify tenderers of the cancellation.

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.

**17. Data Protection**

Processing of personal data related to this tender procedure, launched by the CSDP Mission acting as the contracting authority, takes place in accordance with Council Decision 2022/2318 of 25 November 2022 amending Decision 2008/4736/CFSP, which established the Mission and with the provisions of the respective contribution agreement CFSP/2022/38/EUMM Georgia concluded between the European Commission and the Mission.

The tender procedure and the resulting contract relate to the implementation of an external action funded by the EU, represented by the European Commission.

Your reply to the invitation to tender may involve the transfer of personal data (such as names, contact details and CVs) from the CSDP Mission (being the contracting authority), to the European Commission1. In such case, personal data shall be processed solely for the purposes of the monitoring of the procurement procedure and of the execution of the resulting contract, in line with the respective contribution agreement concluded with the CSDP Mission and with the Council Decision 2022/2318 of 25 November 2022 amending Decision 20008/736/CFSP, which established the Mission. This is without prejudice to their possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law.

Details concerning the processing of your personal data by the contracting authority (the Mission) are available on the Mission’s privacy statement at

<https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#AnnexesAnnexesA(Ch.2):General>

The controller for the processing of personal data carried out within the contracting authority is: The Head of Mission of the CSDP Mission acting here as the contracting authority.

In cases where you are processing personal data in the context of your participation to a tender procedure (e.g. CVs of both key and technical experts), and/or implementation of a contract (e.g. replacement of experts), you shall accordingly inform the data subjects of the possible transmission of their data to this CSDP Mission and communicate the above-mentioned data protection policy to them.

**18. Early detection and exclusion system**

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the early detection and exclusion system, and communicated to the persons and entities concerned in relation to the award or the execution of a procurement contract.