

INSTRUCTIONS TO TENDERERS

CONTRACT TITLE: SUPPORTING CIVIL SOCIETY ORGANISATIONS IN DJIBOUTI CITY TO COMPLEMENT STATE DEVICES FOR THE LEGAL ASSISTANCE AND SOCIOECONOMIC REINTEGRATION OF ETHIOPIAN UMCS

The present procedure is subjected to Order No. 2015-899 relative to public procurement, as enacted by the French President on 23rd July 2015 and its Implementation Decree No. 2016-360 issued on 25th March 2016.

For the purpose of the current procurement project, Expertise France is proceeding with the “adapted procedure” by virtue of Article 27 of Decree 2016-360.

NB: When submitting their technical and financial tender, tenderers must follow all instructions given in the current document, forms required, 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 will lead to rejection of the tender.

I. SERVICES TO BE PROVIDED

The services required by the Contracting Authority is to “Support CSOs in Djibouti City to complement state devices for the legal assistance and socioeconomic reintegration of Ethiopian UMCS” and are fully described in the Terms of Reference attached.

II. PROCEDURE’S SCHEDULE

	DATE*	TIME**
Site visit (if any)	Not applicable	Not applicable
Information meeting (if any)	Not applicable	Not applicable
Deadline for submitting tenders	22 nd June 2018	23:50 (Paris Time)
Interviews	Not applicable	-
Completion date for evaluating technical offers	26 th June 2018	-
Notification of award	28 th June 2018	-
Contract signature	29 th June 2018	-
Start date	1 st July 2019	-

***Provisional date.**

**** All times are in the time zone of the country of the Contracting Authority (ie France).**

III. PARTICIPATION AND SUBCONTRACTING

Legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the conditions (mentioned in Article 45 and 48 of the French order n°2015-899 issued on July 23rd), and detailed in the Annex of the current document "Declaration of honour on exclusion criteria and absence of conflict of interest".

IV. CONTENT OF THE TENDER DOSSIER

The tender dossier is composed with the following documents:

- The present Instructions to Tenderers (including the annexed Declaration of Honour)
- Terms of Reference
- Contract Agreement
- ID beneficiary form (legal identity and financial information form)

V. CONTENT OF THE TENDERS

Candidature's material, offers, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in English.

Failure to fulfil the requirements described in the current paragraph will constitute a formal error and may result in rejection of the tender.

(i) Expression of interest material

The Application material must include the following documents:

- (1) A signed **cover letter** including a brief summary of the financial, economic, technical and professional capacities of the tenderer that will allow them to provide the required services;
- (2) A completed **ID beneficiary form** include financial information to indicate the bank account into which payments should be made if the tender is successful.
- (3) A signed **Declaration of honour** on exclusion criteria and absence of conflict of interest (attached to this document).

(ii) Technical offer

The Technical offer must include the following documents:

- (1) **Methodology** (will become Annex III to the contract), to be drawn up by the tenderer, including:
 - a) Understanding of the mission
 - b) Methodological approach
 - c) Detailed work plan of every activity, overall planning of the mission and timeline deliveries of every deliverable identified in the terms of reference (including reporting)
 - d) Organization, staffing and practical arrangements
- (2) **CV** of the team leader
- (3) **CVs** of each of the people who will be conducting the activities. Such representatives should be certified and have at least 5 years of relevant experience in their field.

(iii) Financial offer

The Financial offer must be presented as a contractual fixed lump sum in euro and include all type of expenditures (fees, travel, accommodation...) for all tasks mentioned in the Terms of Reference and must be submitted using the contract agreement. The contract value must be indicated in Article I.3 (Price) (Contract value) of the contract agreement.

The Financial offer must include the following documents:

- (1) The duly completed, dated and signed **Contract agreement**;
- (2) A completed **Financial Identification form** (see Annex V to the contract agreement) to indicate the bank account into which payments should be made if the tender is successful.

NOTA BENE: Tenderers are reminded that the estimated budget available for this contract, as stated in the notice, is **EUR 125 000** (exclusive of taxes).

Payments under this contract will be made in the currency of the tender.

(iv) 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.

(v) Submission of tenders

In order to submit their tenders, tenderers must send all required documents to Elissa Duprat, Project Coordinator at elissa.duprat@expertisefrance.fr.

Tenders must be submitted electronically before **June 22nd, 2018 at 23:59 (Paris time)**. They must include the requested documents hereinabove.

Tenders submitted by any other means will not be considered.

The pages of the Technical offer must be numbered.

(vi) Amending or withdrawing tenders

Tenderers may amend or withdraw their tenders by written notification through the e-procurement platform 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 the requirements described hereinabove.

(vii) 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.

VI. EVALUATION OF TENDERERS' CAPACITY

In order to be considered technically capable of providing the tasks and services described in the terms of reference, each tenderer will have to meet the following requirements:

- Legal capacity to operate in Ethiopia and Djibouti ;
- Previous experience working with national authorities in Djibouti.

The tenderers may rely on capacity of other economic operators, including consortium members and subcontractors to meet the requirements.

Failure to meet the above-mentioned requirements or to provide the documents requested as candidatures material will result in the candidate's tender being declared non-compliant and rejected without being analysed.

VII. EVALUATION OF TENDERS

Award criteria

The best value for money is established by weighing technical quality against price on a **70/30** basis.

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

CRITERIA	WEIGHTS
Quality	70
Global understanding of the mission and compliance with the terms of reference	(20)
Relevance of the proposed approach and methodology and of the work plan and timeline	(30)
Relevance of the experience and competencies of the Team leader in relation with the profile defined in the terms of references	(10)
Relevance of the experience and competencies of the proposed experts in relation with the profile defined in the terms of references	(10)
Price	30

Tenders will be appraised and given a score up to 100 points according to these criteria.

NB:

- Only tenders with scores of at least 45 points on technical evaluation qualify for the financial evaluation;
- No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in the Terms of Reference.

VIII. NEGOTIATION

After a first appraisal, negotiation may be engaged by Expertise France with some or all of the tenderers.

IX. CHOICE OF SELECTED TENDERER

After possible negotiation and a final notation of the offers, the contract will be awarded to the tenderer whom offer has been given the higher score and thus proposing the best quality at the smallest cost.

X. 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.

XI. 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) 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.
- d) 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.

XII. SIGNATURE OF CONTRACT(S)

13.1. Notification of award

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

The other tenderers will, prior to the notification of the contract, be informed that their tenders were not accepted, by electronic means, 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.

XIII. 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 where:

- the tender procedure has been unsuccessful, i.e., no qualitatively or financially worthwhile 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 compliant tenders exceed the financial resources available;
- there have been irregularities 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 procurement notice does not commit the Contracting Authority to implement the programme or project announced.

XIV. ADDITIONAL INFORMATION BEFORE THE DEADLINE FOR SUBMITTING TENDERS

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 to all other tenderers at the same time.

Tenderers may submit questions to Elissa Duprat, Project Coordinator, at elissa.duprat@expertisefrance.fr, up to 5 days before the deadline for submission of tenders.

The Contracting Authority will provide clarification at the latest 3 days before the deadline for submitting tenders.

XV. APPEALS

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint.

The Paris Administrative Court is in charge of complaint procedures (address: 7 rue de Jouy, F-75004 Paris, France; e-mail: greffe.ta-paris@juradm.fr).

Tenderers can obtain information on complaint procedures from the Registry of the Paris Administrative Court (address: 7 rue de Jouy, F-75004 Paris, France; e-mail: greffe.ta-paris@juradm.fr).

DECLARATION OF HONOUR ON EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST

(Complete or delete the parts in grey italics in parentheses)
[Choose options for parts in grey between square brackets]

The undersigned (*insert name of the signatory of this form*):

in [his][her] own name (*for a natural person*)

or

representing the following legal person: (*only if the economic operator is a legal person*)

full official name:

official legal form:

full official address:

VAT registration number:

➤ declares that [the above-mentioned legal person][he][she] is not in one of the situation mentioned in Article 45 and 48 of the French order n°2015-899 issued on July 23rd, 2015 and notably in the following situation :

- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
- d) is not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be performed;
- e) has been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;

- f) is subject to an administrative penalty for being guilty of misrepresenting the information required by the contracting authority as a condition of participation in a grant award procedure or another procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts or grants covered by the Union's or one Member State's budget.
- *(Only for legal persons other than Member States and local authorities, otherwise delete)* declares that the natural persons with power of representation, decision-making or control¹ over the above-mentioned legal entity are not in the situations referred to in b) and e) above;
- declares that [the above-mentioned legal person][he][she]:
- g) has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest;
- h) will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;
- j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure ;
- acknowledges that [the above-mentioned legal person][he][she] may be subject to administrative and financial penalties if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn

¹ This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

Full name :

Position :

Date :

Signature :