

PUBLICATION REFERENCE:

UE/REBUILD/Service_provision_TRAINING OPERATIONS MANAGEMENT

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: <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 II to the draft contract (file *05_b8f_Annex_II_Terms_of_Reference* of this tender dossier).

2. Timetable

	DATE	TIME*
Deadline for requesting clarification from the contracting authority	6. February 2022	Midnight (24:00), CET - Central European Time
Last date for the contracting authority to issue clarification	10. February 2022	Midnight (24:00), CET - Central European Time
Deadline for submitting tenders	13. February 2022	Midnight (24:00), CET - Central European Time
Interviews (if any)	Between 15. and 20. February 2022 [§]	To be defined
Completion date for evaluating technical offers	21. February 2022 [§]	-
Notification of award	25. February 2022 [§]	-
Contract signature	28. February 2022 [§]	-
Start date	01. March 2022 [§]	-

* All times are in the time zone of the country of the contracting authority (Italy).

[§] Provisional date

3. Participation, experts and subcontracting

Participation in this tender procedure is open.

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.

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.

Subcontracting is not permitted.

4. Content of tenders

Offers, all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be written or translated in the language of the procedure (English). 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 email (see clause 7). Failure to fulfil the requirements in clauses 4.1, 4.2 and 7 will constitute an irregularity and may result in rejection of the tender.

4.1. Technical offer

The Technical offer must include the following documents:

- (1) The tender forms including:
 - a) The application form (see file: “*b3_Application_form*”), which includes: **Part A: Application form** (signed); **Part B: Declaration** (signed); and **Part C: declaration on honour and exclusion criteria** (signed).
 - b) The **Financial Identification form** (see file name “*10_e3f_Annex_VI_Financial_Identification_Form_FIF*”), to be completed and signed by the legal representative and by the bank, to indicate the bank account into which payments should be made if the tender is successful.
 - c) The **Legal Entity form** (see file name: “*09_b8j4_Annex_VI_Legal_Entity_File_LEF*”), to be signed by the legal representative, and **supporting documents**.
 - d) **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.
- (2) **CV of at least one expert/qualified permanent staff available among the bidder’s manpower.** The experts/qualified permanent staff are those whose involvement is considered to be instrumental to achieve the contract objectives. Please include the CV of at least one expert/qualified permanent staff. Each CV should be no longer than 3 pages and only one CV must be provided for each position identified in the terms of reference. In case of CVs longer than 3 pages, only the first 3 pages will be taken into account. Only the work experience mentioned in the CV will be considered by the evaluation committee.

The qualifications and experience of each expert/qualified permanent staff must clearly match the criteria indicated in the terms of reference.

Only upon request by the contracting authority, tenderers must provide the following documents for any expert/qualified permanent staff proposed:

- a copy of the diplomas mentioned in his/her CV,
- a copy of employer certificates or references, or signed copies of consultancy or labour contracts, proving the professional experience indicated in his/her CV. The admissibility of any other supporting documents to prove the work experience indicated in the CV will be subject to the discretion of the contracting authority.

Only diplomas and documented experience (i.e. not self-statement from the expert/qualified permanent staff) will be taken into account. Previous experience which caused breach of contract and termination shall not be used as reference.

(3) **Supporting documentation of the legal entity form:**

- Articles of association and Certificate of incorporation
- Financial statements (latest)
- VAT registration / Tax clearance certificate (if applicable)

On the basis of its assessment of risks and on the value of the contract (which is less than the international thresholds for services of EUR 300 000), **the contracting authority has decided not to require evidence of other legal, regulatory, financial, economic, technical and professional capacity of economic operators.**

However, at any moment during the implementation of the contract, the contracting authority may decide to ask for additional documentary evidence to integrate the documents listed above.

The service provider, at any moment during the implementation of the contract, may be asked to provide documentary evidence including:

- (4) Documentary proof or statements required under the law of the country in which the company is 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 (also see: Declaration on honour on Exclusion and Selection Criteria of the Application form (*file name: b3_Application_form*)). 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, a declaration explaining this situation must be provided. Examples of documentary proof include (non-exhaustive list):

- for situations a), c), d), f), g) or h) of section I of the Declaration on honour on Exclusion and Selection Criteria of the Application form (*file name: b3_Application_form*): a recent extract from the judicial record or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of establishment showing that the requirements are satisfied.
- for situations a), and b) of section I of the Declaration on honour on Exclusion and Selection Criteria of the Application form (*file name: b3_Application_form*): a recent certificate issued by the competent authority of the State concerned. Where the certificate is not issued in the country concerned it may be replaced by a sworn/solemn statement made before a judicial authority or notary or, failing that, a solemn statement made before an

administrative authority or a qualified professional body in the country of establishment.

- (5) 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 (see further Section 2.6.11 of the practical guide).

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.

The contracting authority may waive the obligation to submit such documentary evidence if there is a material impossibility to provide such evidence. In this case, the tenderer must provide a statement justifying the impossibility to provide such evidence. Accepting the justification will be at the sole discretion of the contracting authority.

Where the documentary evidence submitted is in a language other than English, Arabic, French, and Italian, or in any other language of the EU, 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 copy. The originals must be available to send to the contracting authority upon request.

4.2. Financial offer

The financial offer must be presented as an amount in Euro and must be submitted using the template for the global-price version of this tender dossier (file name: *07_b8i1_Annex_V_Budget*).

Tenderers are reminded that the maximum budget available for this contract, as stated in the contract notice, is **EUR 40,000.00 (forty thousand euros and zero cents), including all taxes and incidental expenditures.**

The contracting authority is not obliged to award the entire budget.

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

The applicable tax and customs arrangements are as follows.

Exemption of taxes

There is no (full or partial) tax exemption agreement between the European Commission and Libya.

5. 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.

6. 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.

Additional information may be requested in writing via email to pmu.rebuild@gmail.com.

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.

Clarifications will be published on the websites

<https://www.cci.tn.it/>, <https://www.libyarebuild.eu/>,

and on any other website on which the present tender was published, as deemed appropriate, before the deadline for the submission of tenders. The website will be updated regularly and it is the tenderers responsibility to check for updates and modifications during the submission period.

No information meeting is planned.

7. Submission of tenders

Tenders must be sent to the contracting authority before the date & time of deadline stated in clause 2, above. They must include the requested documents in clause 4 above and be sent by email to: pmu.rebuild@gmail.com

All documents must be submitted in **PDF format**.

The contracting authority may, for reasons of administrative efficiency, reject any application or tender received, for any reason beyond the contracting authority's control, after the effective date of approval of the short-list report or of the evaluation report, if accepting applications or tenders that were submitted on time but arrived late would considerably delay the evaluation procedure or jeopardise decisions already taken and notified.

The **subject line** of the email must be UE/REBUILD/Service_provision_TRAINING OPERATIONS MANAGEMENT followed by the tenderers' name.

For instance:

**UE/REBUILD/Service_provision_TRAINING OPERATIONS
MANAGEMENT_YourCompanyName**

The **text** of the email should provide at least the following information:

- a) the words 'Not to be opened before the tender-opening session - Non aprire i file allegati prima della seduta della commissione';

- b) the name of the tenderer;
- c) the list of the attachments and their contents.

IMPORTANT: The technical offer and the financial offer must be sent as separate files.

8. 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 by email.

The subject line must be marked 'Amendment' or 'Withdrawal' as appropriate. The text must include an explanation of the amendment proposed.

9. 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.

10. 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.

11. Evaluation of tenders

11.1. Evaluation of technical offers

The quality of each technical offer will be evaluated by an evaluation committee in accordance with the award criteria and the weighting detailed in the evaluation grid of this tender dossier (file name: *11_b8m2_Evaluation_Grid*). 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: <http://ec.europa.eu/europeaid/prag/document.do>).

11.1.1. Interviews

The evaluation committee may interview the key experts proposed in the technically compliant tenders, after having written provisional conclusions but before concluding the technical evaluation.

The interview shall be conducted by telecommunication means (Google Meet or other) and the date and time of these interviews will be confirmed or notified to the tenderer at least three days in advance. If a tenderer is unable to participate in an interview by force majeure, a mutually convenient alternative date and time is arranged with the tenderer. If the tenderer is unable to participate in this second scheduled time, its tender may be eliminated from the evaluation process, at the discretion of the Contracting Authority.

11.2. Evaluation of financial offers

Upon completion of the technical evaluation, the files 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 75 points or more). Tenders exceeding the maximum budget available for the contract are unacceptable and will be eliminated.

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 contains an obvious error in the fee rate, in which event the total amount as quoted must prevail and the fee rate must be corrected.

11.3. Choice of selected tenderer

The best price-quality ratio is established by weighing technical quality against price on an 80/20 basis.

11.4. 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.

12. 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 staff 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.

13. Signature of contract(s)

13.1. Notification of award

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

The successful tenderer shall then confirm its availability or unavailability to perform the contract within 5 days from the date of the notification of award.

13.2. 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 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 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 the websites <https://www.cci.tn.it/>, <https://www.libyarebuild.eu/>, and on any other website on which the present tender was published, as deemed appropriate.

14. 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.

15. 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.

16. Data Protection

Processing of personal data related to this tender procedure by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

The tender procedure and the contract relate to an external action funded by the EU, represented by the European Commission. If processing your reply to the invitation to tender involves transfer of personal data (such as names, contact details and CVs) to the European Commission, they will be processed solely for the purposes of the monitoring of the procurement procedure and of the implementation of the contract by the Commission, for the latter to comply with its obligations under the applicable legislative framework and under the financing agreement concluded between the EU and the Partner Country without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law. For the part of the data transferred by the contracting authority to the European Commission, the controller for the processing of personal data carried out within the Commission is the head of legal affairs unit of DG International Partnerships.

Details concerning processing of your personal data by the Commission are available on the privacy statement at:

<http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>

In cases where you are processing personal data in the context of participation to a tender (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 EU institutions and bodies and communicate the above mentioned privacy statement to them.

17. 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.

For more information, you may consult the privacy statement available on http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm