

## **PUBLICATION REFERENCE: IPA III/2024/457-197/0801/2-74**

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.

### **2. Timetable**

|                                                                             | <b>DATE</b>                                           | <b>TIME</b> |
|-----------------------------------------------------------------------------|-------------------------------------------------------|-------------|
| <b>Deadline for requesting clarification from the contracting authority</b> | Date 8 days before deadline for submission of tenders | 17:00 CET   |
| <b>Last date for the contracting authority to issue clarification</b>       | 5 days before deadline for submission of tenders      | -           |
| <b>Deadline for submitting tenders</b>                                      | 15 days from invitation                               | 17:00 CET   |
| <b>Interviews (if any)</b>                                                  | Not applicable                                        | -           |
| <b>Completion date for evaluating technical offers</b>                      | 3 days after the submission deadline                  | -           |
| <b>Notification of award</b>                                                | 5 days after the submission deadline                  | -           |
| <b>Contract signature</b>                                                   | 10 days after the submission deadline                 | -           |
| <b>Start date</b>                                                           | 15 days after the submission deadline                 | -           |

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

### 3. Participation, experts and subcontracting

- a) Participation in this tender procedure is open to all eligible candidates who fulfill the stipulated requirements.
- b) 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.
- c) 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.
- d) Tenders should be submitted by the same economic operator or consortium that submitted the request to participate form on the basis of which it was short-listed and to which the letter of invitation to tender is addressed. No change whatsoever in the identity or composition of the tenderer is permitted unless a written request has been submitted to the contracting authority and the latter has given its prior approval in writing.
- e) Short-listed economic operators or consortia are not allowed to form alliances with any other firms or to subcontract to each other for the purposes of this contract.
- f) 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.
- g) For the purpose of implementing the contract, subcontracting is the only permitted form of collaboration with firms that have not been short-listed. 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.
- h) 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.
- i) 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.
- j) 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.

#### **4. Content of tenders**

Offers, all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be written in English.

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.

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 5 and 6 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 5 and 6 listed below prior to the award of the contract.

(1) **Tender submission form** (see Part D of this tender dossier) including:

- a) Signed statements of exclusivity and availability (using the template included with the tender submission form), one for each key expert, the purpose of which are as follows:
  - ☐ The key experts proposed in this tender must not be part of any other tender submitted for this tender procedure. They must therefore commit themselves exclusively to the tenderer.
  - ☐ Each key expert must also undertake to be available, able and willing to work for the whole period scheduled for his/her input to implement the tasks set out in the terms of reference and/or in the organisation and methodology.

Note that non-key experts must not be asked to sign statements of exclusivity and availability.

Any expert working on an EU/EDF-financed project, where the input from his/her position to that contract could be required on the same dates as his/her activities under this contract, must not be proposed as a key expert for this contract under any circumstances. Consequently, the dates included by a key expert in his/her statement of exclusivity and availability in your tender must not overlap with dates on which he/she is committed to work as a key expert on any other contract.

The expert may participate in parallel tender procedures but must inform the contracting authority of these in the statement of exclusivity and availability. Furthermore, the expert is expected to notify the tenderer immediately if he/she is successful in another tender procedure and he/she is expected to accept the first engagement offered to him/her chronologically.

If a key expert is proposed as a key expert by more than one tenderer with the agreement of the key expert, the corresponding tenders will be rejected. The same applies if the key expert proposed has been involved in the preparation of the project. The expert concerned will be excluded from this tender procedure and may also be excluded from other EU/EDF-financed contracts.

Having selected a firm partly on the basis of an evaluation of the key experts presented in the tender, the contracting authority expects the contract to be executed by these specific experts. However, after the award letter, the selected tenderer may propose replacements for the key experts under certain conditions (for further information see point 14).

- b) A signed **declaration** using the format attached to the tender submission form.
  - c) A completed **financial identification form** (see Annex VI 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 European Commission, 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).
  - d) The **legal entity file** and supporting documents (if the tenderer has already signed another contract with the European Commission, 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).
  - e) 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) **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.
- (3) **Key experts** (to become Annex IV to the contract). The key experts are those whose involvement is considered to be instrumental to achieve the contract objectives.

Annex IV to the draft contract contains the templates that tenderers must use, including:

- a) a list of the names of the key experts;
- b) the CVs of each of the key experts. 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. Non-key experts CVs are not necessary.

The qualifications and experience of each key expert must clearly match the profiles indicated in the terms of reference. If an expert does not meet the minimum requirements for each evaluation criterion (i.e. qualification and skills, general professional experience

and specific professional experience), he/she must be rejected. In such case the entire tender shall be rejected.

- (4) Non key experts may also be instrumental to achieve the contract objectives. However, they are not subject to evaluation by the evaluation committee. Their positions and responsibilities may be defined in Section 6.1.2 of the terms of reference in Annex II to the draft contract.
- (5) **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.

- (6) **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 to be shortlisted.

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 as an amount in MKD and must be submitted using the template for the global-price version of Annex V to part B of this tender dossier. The electronic version of this document 'B8 — Budget for a global-price contract' can be found on the website:

[https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesB\(Ch.3\):Servicecontracts](https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesB(Ch.3):Servicecontracts)

The global price may be broken down by outputs if required from the terms of reference.

Tenderers are reminded that the maximum budget available for this contract, as stated in the contract notice, is 202.520,00 MKD (3.293 EUR)

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

The European Commission and Republic of North Macedonia have agreed fully exonerate the value added taxes.

### **5. Variant solutions**

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

### **6. Period during which tenders are binding**

Tenderers are bound by their tenders for 90 days after the deadline for submitting tenders or until they have been notified of non-award. 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.

### **7. Additional information before the deadline for submitting tenders**

N/A

### **8. Submission of tenders**

The deadline for submission of tenders is 15 days from invitation at 17:00 CET. Any tender received after this deadline will be automatically rejected.

The tenderers should submit their tenders by e-mail using the standard submission form available in Annex III of the tender dossier, as a scanned original of the tender. Any tenders not using the prescribed form might be rejected by the Contracting Authority.

In the tender dossier, in the e-mail, the tenderer is required to provide the following supporting documentation (electronic or scanned versions preferably in pdf):

- Service tender submission form
- Organization and Methodology (in format provided as annex IV).
- CVs of at least one expert in evaluation to be submitted too.

- Budget (to be submitted by the tenderer as the financial offer using the template provided as annex V) The tenders should be submitted by e-mail. The base e-mail message should clearly indicate:
- Title of the tender (in the subject of e-mail): Expert services for SOCIAL MEDIA
- Reference number (in the subject of e-mail): **IPA III/2024/457-197/0801/2-74**
- Name and address of the tenderer (in the e-mail text).

The tender submission form and any supporting documentation should be provided as attachments to the e- mail. The tenders will be submitted by e-mail to the following address: **redimk@redi-ngo.eu**

The tenderers are reminded that in order to be eligible the tenders need to be received by the Contracting Authority by the deadline indicated above.

Tenderers must ensure that their submitted tenders contain all the information and documents required by the contracting authority at the time of submission as set out in the procurement documents.

## **9. Amending or withdrawing tenders**

After submitting a tender, but before the deadline for receipt of tenders, a tenderer may definitively withdraw its tender<sup>1</sup>, or withdraw it and replace it with a new one<sup>2</sup>. A withdrawal receipt will be provided by eSubmission as proof of withdrawal.

## **10. Costs for preparing tenders**

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs must be borne by the tenderer, including the cost of interviewing proposed experts.

## **11. Ownership of tenders**

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

## **12. 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

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<sup>1</sup> A submitted tender can be withdrawn directly in the "Procurement/My Submission(s)" area in the F&T Portal. For detailed instructions on how to withdraw a tender please consult the above referred eSubmission Quick Guide.

<sup>2</sup> To submit a new version, the tenderer must create a new tender in eSubmission and include all the information and documents required in the procurement documents with the submission of a tender, even if some of them have already been included in the replaced tender.

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.

#### **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.

### **13. 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).

|                                                                      |
|----------------------------------------------------------------------|
| <b>Zero tolerance for sexual exploitation, abuse and harassment:</b> |
|----------------------------------------------------------------------|



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 notified of the outcome of this procurement procedure by e-mail. The notification will be sent to the e-mail address provided in the e-Submission application for the tenderer (group leader in case of consortia) under the section *Contact Info*. 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 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

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

[https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA\(Ch.2\):General](https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General)

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.

## **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.