INSTRUCTIONS TO TENDERES

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.

1. **Services to be provided**

The services required by the contracting authority are described in the terms of reference.

**Timetable**

|  |  |  |
| --- | --- | --- |
|  | **DATE** | **TIME** |
| **Deadline for requesting clarification from the contracting authority** | 9.8.2024 | - |
| **Last date for the contracting authority to issue clarification**  | 22.8.2024 | - |
| **Deadline for submitting tenders** | **30.8.2024** | **12:00** |
| **Completion date for evaluating technical offers** | 7.9.2024 | - |
| **Notification of award**  | 10.9.2024 | - |
| **Contract signature** | 11.9.2024 | - |
| **Start date** | 12.9.2024 | - |

1. **Participation, experts and subcontracting**
2. Participation in this tender procedure is open to all Natural or legal persons that fullfill the above criteria :
* Hold relevant licenses for preparing EE audits applicable to Albanian laws
* Have at least 10- ten years of relevant work experience as an Energy Audit and Energy Efficiency expert

In addition:

* Possession of a design license in the field of energy production or auditing constitutes an asset.
* Previous experience with international or local organizations or institutions and/or with EU or other donor-funded projects will be an asset.
* Good coordination skills and a high sense of responsibility (up to two reference letters).
1. For the purpose of implementing the contract, subcontracting is not allowed.
2. **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.

The tender must include a technical offer and a financial offer, which must be submitted in separate envelopes.

**4.1. Technical offer**

The Technical offer consists of the documents listed below.

**(a) administrative documents**

1. CV of the Applicant in EU format, showing previous experience as requested in the TORs
2. Extract for QKB/NBC
3. A copy of the design license in the field of energy production or auditing constitutes
4. Proof of possession of technical-professional equipment for performing energy audits.

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

5. Copy of Diplomas, Certificates, and Letters of Reference supporting the experience and qualifications declared on the CV, shall be requested to be submitted only to the best-ranked candidate.

**(b) Organisation and methodology** (will become Annex I to the contract), to be drawn up by the tenderer using the format in Annex I to the draft contract.

The ‘Estimated number of working days’ worksheet (Annex III) must be included in the organisation and methodology.

**4.2. Financial offer**

The financial offer must be presented:

* As a daily fee
* currency [Euro]
* VAT not included in the daily fee

and must use the templates included in this tender dossier.

Incidental expenditure

Incidental expenditures such as travel and accommodation shall be included in the daily fee.

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**

Tenderers may submit questions in writing to the following address up to 21 days before the deadline for submission of tenders, specifying the publication reference and the contract title:

Co-PLAN, Institute for Habitat Development

Address: Post Code 1051, Post Box 2995, Tirana, Albania
E-mail: co-plan@co-plan.org

The contracting authority has no obligation to provide clarification on questions received after this date.

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.

Any clarification of the tender dossier will be communicated simultaneously in writing to all tenderers at the latest 8 days before the deadline for submitting tenders.

No information meeting is planned.

No site visit is planned.

Visits by individual prospective tenderers during the tender period are not organised.

1. **Submission of tenders**

Tenders must be sent to the contracting authority before 30.8.2024, 12:00.

They must include the requested documents in clause 4 above and be sent:

**EITHER** by post or by courier service, in which case the evidence shall be constituted by the postmark or the date of the deposit slip[[1]](#footnote-1), to:

CO-PLAN Institute for Habitat Development

Address: Universiteti Polis, Rr. ''Bylis'' 12,

Tirana, Albania

**OR** **hand delivered** by the participant in person or by an agent **directly** to the premises of the contracting authority in return for a **signed and dated receipt**, in which case the evidence shall be constituted by this acknowledgement of receipt, to:

CO-PLAN Institute for Habitat Development (Opening Hours 8:00-16:00)

Address: Universiteti Polis, Rr. ''Bylis'' 12,

Tirana, Albania

The contracting authority may, for reasons of administrative efficiency, reject any request to participate or tender submitted on time to the postal service but 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 requests to participate or tenders that were submitted on time but arrived late would considerably delay the evaluation procedure or jeopardize decisions already taken and notified.

 The outer envelope should provide the following information:

1. the address for submitting tenders indicated above;
2. the reference code of the tender procedure (i.e. <EFFORT-02>);
3. the words ‘Not to be opened before the tender-opening session’ and <Të mos hapet para përfundimit të afatit të tenderit”.
4. the name of the tenderer.
5. **Amending or withdrawing tenders**

Tenderers may amend or withdraw their tenders by written notification before 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 clause 8. The outer envelope (and the relevant inner envelope) must be marked ‘Amendment’ or ‘Withdrawal’ as appropriate.

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.

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:

|  |  |
| --- | --- |
|  | **Maximum**  |
| **Organisation and Methodology** |  |
|  |  |
| Rationale | 5 |
| Strategy | 10 |
| Capacity | 5 |
| Timetable of activities | 20 |
|  |  |
| **Expertise provided by the consultant** |  |
|  |  |
| Qualifications and skills | 20 |
| General professional experience | 10 |
| Specific professional experience | 30 |
|  |  |
|  |  |
| **Overall total score** | **100** |

No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in the terms of reference.

**12.2. Evaluation of financial offers**

Upon completion of the technical evaluation, the envelopes 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 65 points or more.

**12.3. Choice of selected tenderer**

The best price-quality ratio is established by weighting technical quality against price on an 70/30 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 notified of the outcome of this procurement procedure in writing.

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

Within 5 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.

**15. 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.

**16. Appeals**

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

**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.

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.

1. It is recommended to use registered mail in case the postmark would not be readable. [↑](#footnote-ref-1)