

## INSTRUCTION TO TENDERERS

REFERENCE: WB24-SRB-TRA-02

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, selecting and implementing contracts financed under this invitation for tenders, in conformity with the EIB's Corporate & Technical Assistance Procurement Guide (available on the internet at this address: <https://www.eib.org/en/publications/eib-s-corporate-and-technical-assistance-procurement-guide>).

### 1. Services to be provided

The services required by Planet are described in the Terms of Reference. They are set out in Part B of this tender dossier.

Type of procedure: Open procedure (article 2.15.1 of EIB's Corporate & Technical Assistance Procurement Guide).

### 2. Nature of contract:

Global price

### 3. Timetable

	DATE	TIME*
Deadline for requesting clarification from the contracting authority	07/04/2023	23:59 CET
Last date for Planet to issue clarification	14/04/2023	23:59 CET
Deadline for submitting tenders	21 April 2023	17:00
Interviews (if any)	Not applicable	Not applicable
Site visit (if any)	Not applicable	Not applicable
Information meeting (if any)	Not applicable	Not applicable
Completion date for evaluating technical offers	May 2023	-
Notification of award	May 2023	-
Contract signature	May 2023	-
Possible start date	June 2023	-

\* All times are in the time zone of the country of Planet IPF (Central European Time).

#### 4. Participation, subcontracting

- a) Participation is open to interested legal and natural persons – participating either individually or in a grouping (consortium) of tenderers. Participation is open to economic operators originating from countries of the European Union, countries eligible for the respective external financing instrument under which the specific project is financed and Western Balkan countries (Albania, Bosnia and Herzegovina, Kosovo<sup>1</sup>, Montenegro, North Macedonia and Serbia.)
- b) No more than one tender can be submitted by a natural or legal person, whatever the form of participation (as an individual legal entity or as leader or member of a consortium submitting a tender). In the event that a natural or legal person submits more than one tender, all tenders in which that person has participated will be excluded.
- c) 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 exclusion situations stipulated under Article 57 of European Parliament and Council Directive 2014/24/EU, or if they are target of a sanction or restrictive measure<sup>2</sup> imposed or administered by the European Union<sup>3</sup>.

Tenderers shall be excluded from this tender procedure if any of the mandatory exclusion grounds for rejection apply.

Tenderers may be excluded from this tender procedure if any of the discretionary grounds for exclusion apply.

Tenderers shall be excluded from this tender procedure if they have been recorded in the Early Detection and Exclusion System of the EC.

- d) Subcontracting is allowed to a maximum limit of 49%. 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 the Tender submission form.
- e) Even though subcontracting is allowed, the tenderer must intend to provide the majority of the services itself except for the tasks entrusted to experts either as natural persons or single-

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<sup>1</sup> This designation is without prejudice to positions on status, and is in line with UNSCR 1244/1999 and the ICJ Opinion on the Kosovo declaration of independence

<sup>2</sup> Being “the target of a sanction or restrictive measure” means the economic operator (i) being listed on a sanctions list, or (ii) being (directly or indirectly) 50% or more (individually or on aggregate basis) owned or controlled by, or acting on behalf of or at the direction of, a person or entity listed on, any sanctions lists, or (iii) being located or resident in, or organised or incorporated under the laws of a Sanctioned Country, or owned or controlled by, or acting on behalf of or at the direction of such a person or entity. A “Sanctioned Country” shall mean a country or territory that is, or whose government is, at any time, the target of comprehensive country or territory-wide sanction or restrictive measure imposed or administered by the competent authorities described in this subsection (h)

<sup>3</sup> Pursuant to Chapter 2 of Title V of the Treaty on European Union or Article 215 of the Treaty on the Functioning of the European Union, either autonomously or pursuant to the sanctions decided by the United Nations Security Council on the basis of Article 41 of the UN Charter.

member companies. In this respect, note that the individual experts recruited for the project as key or non-key experts are not regarded as sub-contractors.

- f) Subcontractors cannot be in any of the exclusion situations stipulated under Article 57 of European Parliament and Council Directive 2014/24/EU or target of a sanction or restrictive measure imposed or administered by the European Union.
- g) Whenever requested by Planet, the successful tenderer/contractor shall submit a declaration from the intended subcontractor that it is not in one of the exclusion situations. In the event of doubt, upon request of Planet, the successful tenderer/contractor shall provide documentary evidence that the subcontractor is not in a situation of exclusion.
- h) If the offer includes subcontracting, it is recommended that the contractual arrangements between the tenderer and its subcontractors include mediation, according to national and international practices, as a method of dispute resolution.

## 5. Selection criteria

The following selection criteria will be applied to the tenderers. In the case of tenders submitted by a consortium, these selection criteria will be applied to the consortium as a whole, if not specified otherwise. For each selection criterion, documentary evidence must be provided.

- I. **Economic and financial capacity of the tenderer** (based on section 3 of the tender submission form). In case the tenderer (leader or any of the members of the consortium) is a public body, equivalent information should be provided.

The annual turnover (if the tenderer is an individual legal entity) or the average annual turnover (if the tenderer is a consortium) of the tenderer must be at least EUR 300 000 for each of the last 2 years for which accounts are closed (2020, 2021).

Note to tenderers: In the tender form, please make sure to specify the actual financial year(s) for which the data is provided.

### II. Professional capacity of the tenderer:

The following conditions must be fulfilled by the tenderer or one member of the consortium (in case of applications submitted by a consortium):

The number of the permanent staff of the tenderer (individual legal entity or consortium overall) currently working in fields related to this contract (as described in ToR), must be at least 8 for each of the last 3 years (2020, 2021 and 2022) and must include at least:

- 1 geologist
- 1 geotechnical investigation engineer and
- 1 geotechnical investigation technician

The tenderer (individual legal entity or consortium overall) must also provide details of the following equipment:

- Details of (or access to) certified laboratory and
- 3N° drilling rigs for boreholes.

### III. Technical capacity of candidate

The tenderer (individual legal entity or consortium altogether) has successfully implemented and completed, during the last five (5) years (from January 2018 up to the deadline for the receipt of applications indicated in the Contract Notice), at least one (1) project, in the field of linear infrastructure (rail, road, pipeline, canal), of a minimum value of EUR 300 000 excluding VAT and

should demonstrate that it had a participation of minimum 50% in each of the project(s) brought as reference. Projects presented as references must consist of a single contract (including addenda), have been signed and started implementation in or after January 2018 and have been successfully completed at any time up to deadline of submission of applications indicated in the Contract Notice.

If the contract was implemented by a consortium, only the amount of the tenderer's own contribution to the contract shall be stated and taken into consideration.

Where the assignments referenced have been implemented by consortia comprising two or more of the members now associated as a consortium for this tender procedure, their individual percentages shall be cumulated, so that the application is assessed on the basis of the tenderer consortium as a whole.

The tenderer or at least one member of the consortium (in case of applications submitted by a consortium) must:

- be registered and have a licence for Geology, performing Geotechnical Investigation, Field testing and performing laboratory Geotechnical Testing issued in Serbia according to Law on Mining and Geological Research ("Official Gazette of the RS", No. 101/2015, 95/2018 and 40/2021).

## 6. Content of tenders

Offers, all correspondence and documents related to the tender exchanged by the tenderer and Planet must be written in English. The language of the procedure is English.

Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are **accompanied by a translation into the language of the procedure**. For the purposes of interpreting the tender, the language of the procedure has precedence.

The **tender must comprise a Technical offer and a Financial offer**, which must be **submitted in separate PDF** files by electronic media (see section 10 below). Failure to fulfil the requirements in sections 6.1 and 6.2 will constitute an irregularity and may result in rejection of the tender. Failure to fulfil the requirements in section 10 will constitute an irregularity and shall result in rejection of the tender.

### 6.1. Technical offer

The Technical offer must include the following documents:

- (1) **TENDER SUBMISSION FORM** (see the attached format) including:
  - a) **A signed declaration** from each legal entity identified in the tender submission form, using the format attached to the tender submission form (part C-I of this tender dossier)
  - b) **The legal entity file and supporting documents to be provided for** (in case of consortium, these documents should be provided by all the members, part C-V of this tender dossier)
  - c) **A completed financial identification form** to indicate the bank account into which payments should be made if the tender is successful (part C-VI of this tender dossier)

- 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 AND/OR joint venture/consortium is duly authorised to do so. Please highlight in your offer the document and the place in the respective document where this authorisation is mentioned.
- (2) **ORGANISATION AND METHODOLOGY** with References and CV of Head of investigation (will become Appendix 4 to the contract), to be drawn up by the tenderer using the provided instructions in the provided format (see part C -II of this tender dossier). Must be provided in English only. No other language will be accepted.
- (3) **A SIGNED DECLARATION OF HONOUR** on exclusion and selection criteria from each legal entity identified in the tender submission form, using the provided form (see part C-VIII of this tender dossier).
- (4) **DOCUMENTARY EVIDENCE of the selection criteria in section 5** (as defined in Article 4.3.5 EIB's Corporate & Technical Assistance Procurement Guide).

Documentary proof or statements may be in original or copy. If copies are submitted, the originals must be available to send to Planet 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 this tender procedure.**

## **6.2. Financial offer**

The financial offer must be presented as an amount in Euro and must be submitted using the template for Financial Offer which is part of the tender dossier.

Tenderers are reminded that the maximum budget available for this contract is 330,000.00 EUR without VAT.

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

The applicable tax and customs arrangements are as follows:

### Exemption of taxes

The project is VAT exempted.

## **7. Variant solutions**

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

## 8. Period during which tenders are binding

Tenderers are bound by their tenders for 180 days after the deadline for submitting tenders or until they have been notified of non-award. Planet may ask the tenderers to extend the period for a specific period, as deemed necessary.

## 9. Additional information before the deadline for submitting tenders

Any clarification of the tender dossier will be published by Planet at the following link: <https://www.planet.gr/ipf10-tender-files/> at least 6 calendar days before the deadline for submission of tenders.

Tenderers may submit questions in writing by the deadline specified in **section 3 above** exclusively via the email: [marina.dragovic@wbif-ipf10.eu](mailto:marina.dragovic@wbif-ipf10.eu) (Ms Marina Dragovic).

Planet has no obligation to provide clarification after this date.

Any tenderer seeking to arrange individual meetings with Planet and/or the government of the partner country and/or the European Commission concerning this contract during the tender period may be excluded from the tender procedure.

No information meeting and no site visit shall be organised by Planet. However, it is expected that the Tenderer is familiar with the conditions of the site and access conditions.

## 10. Submission of tenders

Tenders must submit their full tender in two (2) separate PDF files, one (1) for the Technical Offer and one (1) for the Financial Offer by sending an email to Planet before April 21, 2023 at 17:00 h. They must include the requested documents in clause 6 above and be **sent electronically to:** [marina.dragovic@wbif-ipf10.eu](mailto:marina.dragovic@wbif-ipf10.eu).

The Financial offer must be submitted in PDF format and must be protected by a password. Planet will request the password to open the file only after completion of the evaluation of the technical offers, and only to those tenderers whose technical offers achieved a score of 80 or more (see section 14.3 below). It is the responsibility of the tenderer to ensure that the file is duly protected and that the password is valid. In case the file cannot be opened, the tenderers will not be able to resubmit a new file.

The administrative documents (forms and declarations) may be signed electronically. An original (certified) copy of the documents will be requested from the awarded tenderer prior to the contract signature.

Large files may be transferred by recognised methods for transfer of large files. However, the Tender Submission letter must be submitted by email to [marina.dragovic@wbif-ipf10.eu](mailto:marina.dragovic@wbif-ipf10.eu), informing Planet of the method of transfer.

Tenderers must request a delivery receipt and a read receipt of their message and keep the latter as a proof.

Planet shall confirm receipt of the submission by email, informing the tenderer that the submission has been received.

Tenders submitted by any other means will not be considered.

Any infringement of these rules (e.g. unprotected files or references to price in the technical offer) constitutes an irregularity which will lead to rejection of the tender.

## **11. 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 in accordance with clause 10. The respective folder must be marked 'Amendment' or 'Withdrawal' as appropriate.

## **12. 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.

## **13. Ownership of tenders**

Planet retains ownership of all tenders received under this tendering procedure. Consequently, tenderers do not have the right to have their tenders returned to them.

## **14. Evaluation of tenders**

### **14.1. Administrative compliance**

The administrative compliance will be checked based on the administrative compliance grid (see part C of this tender dossier).

Tenderers are reminded that non-compliance with the requirements set in section 6 may result in rejection of the tender.

Non-provision of the Organisation and methodology (or any part thereof) in the provided format in part C of this tender dossier may lead to rejection of the tender.

### **14.2. Compliance with the selection criteria**

The compliance of the tenderers with the requirements of the selection criteria (see section 5 of these Instructions to tenderers) will be analysed at the beginning of the evaluation process. Non-compliance will lead to the rejection of the tender.

### **14.3 Evaluation of technical offers**

For the offers submitted by tenderers fulfilling the selection criteria, the quality of each technical offer will be evaluated in accordance with the award criteria and the associated weighting as detailed in the evaluation grid included in Part C of this tender dossier.

No other award criteria will be used.

Only offers that achieve a score of 80 or more are declared 'technically accepted'. Any tender falling short of the 80-points threshold will automatically be rejected.

Out of the tenders reaching the 80-point threshold, the best technical offer is awarded 100 points. The others receive points calculated using the following formula: Technical score = (final score of the technical offer in question/final score of the best technical offer) x 100.

For more information regarding the evaluation of the technical offers please see EIB's Corporate & Technical Assistance Procurement Guide (available on the internet at the following address: <https://www.eib.org/en/publications/eib-s-corporate-and-technical-assistance-procurement-guide>).

#### **14.4. Evaluation of financial offers**

Upon completion of the technical evaluation, Planet will request the password of the financial offers for tenders that were not eliminated during the technical evaluation and will be opened (i.e. those with an average score of 80 points or more).

Tenders exceeding the maximum budget available for the contract are unacceptable and will be eliminated. Tenderers are not invited to participate in the opening of financial offers.

The tender with the lowest price receives 100 points. The others are awarded points by means of the following formula:

Financial score = (lowest price/ price of the tender being considered) x 100.

#### **15. Award criteria**

The best price-quality ratio is established by weighing technical quality against price on a 80/20 basis (technical ability: 80%, price:20%).

This is done by adding:

- the technical scores awarded to the technical offers multiplied by 0.80 and
- the financial scores awarded to the financial offers multiplied by 0.20

#### **16. 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.

#### **17. 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.

## **18. Signature of contract(s)**

### **18.1. Notification of award**

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

Before Planet signs the contract with the successful tenderer, the latter must provide the additional information and documentary evidence listed below.

Documentary proof or statements required under the law of the country in which the company (or each of the companies for consortia) is effectively established, to show that it is not in any of the exclusion situations stipulated under Article 57 of European Parliament and Council Directive 2014/24/EU. 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.

Planet 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.

If the documentary evidence submitted is not written into the language of the procedure, a translation into this language must be attached. Documentary proof or statements may be in scanned copy. The originals must be available to send to Planet upon request.

If the successful tenderer fails to provide the documentary evidence listed above within 20 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, Planet may award the tender to another tenderer or cancel the tender procedure.

### **18.2. Signature of the contract(s)**

Within 10 calendar days of receipt of the contract, the selected tenderer shall sign and date the contract and return it to Planet for its signature.

Failure of the selected tenderer to comply with this requirement may constitute grounds for annulling the decision to award the contract. In this event, Planet 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 validity of their tender has expired.

Planet 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 website <http://ted.europa.eu/TED/main/HomePage.do>.

### **19. Cancellation of the tender procedure**

In the event of cancellation of the tender procedure, Planet 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 Planet 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 Planet has been advised of the possibility of damages. The publication of a contract notice does not commit Planet to implement the programme or project announced.

## **20. Appeals**

Tenderers believing that they have been harmed by an error or irregularity during the award process may petition Planet directly. Planet must reply within 90 calendar days of receipt of the complaint.

If the above procedure fails, European citizens have the right to complain to the European Ombudsman, who investigates complaints of maladministration by the European Community.