REFERENCE: 01-04/23

1. **Services to be provided**

The services required by the contracting authority are **service “Development of Mobile App and Website BluEcoTour.com”** as described in the terms of reference.

1. **Timetable**

|  |  |  |
| --- | --- | --- |
|  | **DATE** | **TIME\*** |
| **Deadline for requesting clarification from the contracting authority** |  5 days before the deadline |  - |
| **Last date for the contracting authority to issue clarification**  |  3 days before the deadline | - |
| **Deadline for submitting tenders** |  August 24, 2023 | 16:00 p.m. |
| **Interviews (if any)** | N/A | - |
| **Completion date for evaluating technical offers** |  August 25, 2023 | - |
| **Notification of award**  |  August 29, 2023 | - |
| **Contract signature** | August 30, 2023 | - |
| **Start date** | August 30, 2023 | - |

1. **Participation, experts and subcontracting**
2. Participation in this tender procedure is open only to the invited tenderers.
3. 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.(exclusion criteria) or 2.6.10.1.2. (rejection from a given procedure) of the **practical guide**. Should they do so, their tender will be considered unsuitable or irregular respectively.
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.

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 must include the following documents:

1. **Tender submission form**
2. A signed **declaration** using the format attached to the tender submission form together with a signed "Declaration on honour on exclusion criteria and selection criteria"[[1]](#footnote-1) from each legal entity identified in the tender submission form and from each sub-contractor and/or capacity providing entity, using the format attached to the tender submission form.

**c) Organisation and methodology** to be drawn up by the tenderer using the format in the annexes

**4.2. Financial offer**

The financial offer must be presented as an amount in Euro and must be submitted using the template for the financial offer included in this instructions.

Tenderers are reminded that the maximum budget available for this contract, as stated in the contract notice, is [20,000 EUR]. Payments under this contract will be made in GEL.

The applicable tax and customs arrangements are as follows: national legislation for service contracts.

1. **Variant solutions**

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

1. **Period during which tenders are binding**

Tenderers are bound by their tenders for 30 days after the deadline for submitting tenders or until they have been notified of non-award.

1. **Additional information before the deadline for submitting tenders**

Tenderers may submit questions in writing to the following address up to 5 days before the deadline for submission of tenders, specifying contract title: “Development of Mobile App and Website BluEcoTour.com”

Contact name: David Tsiskaridze

e-mail: davit.tsiskaridze@gmail.com

No information meeting or site visit is foreseen.

1. **Submission of tenders**

Tenders must be sent to the contracting authority before August 24**,** 2023, 16:00 p.m.

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[[2]](#footnote-2), to: …………………., opening hours: ……….
* **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: ……………., opening hours: …………

Tenders must be submitted using the double envelope system, i.e. in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words ‘**Envelope A — Technical offer’** and the other ‘**Envelope B — Financial offer’**.

The outer envelope should provide the following information:

1. the address for submitting tenders indicated above;

b) the reference code of the tender procedure, i.e. ………….

c) the words ‘Not to be opened before the tender-opening session’ and <equivalent phrase in local language>;

d) the name of the tenderer.

Each envelope must include an index of its contents. The pages of the technical and financial offers must be numbered.

1. **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 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, including the cost of interviewing proposed experts.

1. **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.

1. **Evaluation of tenders**

**12.1. Evaluation of technical offers**

The technical offer will be evaluated in terms of administrative compliance and compliance with the ToR requirements.

**12.1.1. Interviews**

No interviews are foreseen.

**12.2. Evaluation of financial offers**

Upon completion of the technical evaluation, the financial offer will be evaluated.

**12.3. Choice of selected tenderer**

A tender exceeding the maximum budget available for the contract will not be accepted.

**12.4. Confidentiality**

The entire evaluation procedure is confidential, subject to the contracting authority’s legislation on access to documents.

1. **Ethics clauses / Corruptive practices**

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.

1. **Signature of contract(s)**

**14.1. Notification of award**

The outcome of this procurement procedure will be communicated 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.

1. **Cancellation of the tender procedure**

In the event of cancellation of the tender procedure, the contracting authority will notify tenderers of the cancellation.

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.

1. **Appeals**

If the tenderer believes that they have been harmed by an error or irregularity during the award process may file a complaint to the contracting authority, i.e. N(N)LE International Business and Economic Development Center.

**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 Georgia and with the provisions of the financing agreement regarding the EMFAF-2021-PIA-FLAGSHIP 101077599 DBAN project.

**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.

**ANNEXES:**

* Service tender submission form
* Declaration referred to in point 5 of the tender submission form
* Declaration on honour on exclusion criteria and selection criteria
* Financial offer submission form
1. See point 4 above and point 8 below: in case of electronic submission, tenderers must keep the originals of the Declaration on Honour for control purposes and must provide them to the contracting authority upon request. [↑](#footnote-ref-1)
2. It is recommended to use registered mail in case the postmark would not be readable. [↑](#footnote-ref-2)