A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: ICMPD/19.036/SUP/BMP/RAD/MOR

By submitting a tender, tenderers fully and unreservedly accept the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever their own conditions of sale may be, which they hereby waive. Tenderers are expected to examine carefully and comply with all instructions, forms, 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 will lead to the rejection of the tender. No account can be taken of any remarks in the tender relating to the tender dossier; remarks may result in the immediate rejection of the tender without further evaluation.

1. Supplies to be provided

1.1 The subject of the contract is the supply, manufacture and delivery by the contractor of the following goods:

**Lot 01 - Radio Hardware**

<table>
<thead>
<tr>
<th>Item number</th>
<th>Item Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tetra Mobile Radio #1: Motorola MTM5400 or equivalent with accessories</td>
<td>30</td>
</tr>
<tr>
<td>2</td>
<td>Tetra Gateway #1: Sepura SRG3900 or equivalent with accessories</td>
<td>16</td>
</tr>
<tr>
<td>3</td>
<td>Tetra Hand Radio #1: Sepura STP9000 series or equivalent with accessories</td>
<td>1100</td>
</tr>
<tr>
<td>4</td>
<td>Tetra Hand Radio #2: Motorola MTP6650 or equivalent with accessories</td>
<td>200</td>
</tr>
<tr>
<td>5</td>
<td>Battery # 1: Compatible with Tetra Hand Radio # 1</td>
<td>600</td>
</tr>
<tr>
<td>6</td>
<td>Battery # 2: Compatible with Tetra Hand Radio # 2</td>
<td>200</td>
</tr>
<tr>
<td>7</td>
<td>Battery Charger # 1: Compatible with Tetra Hand Radio # 1</td>
<td>150</td>
</tr>
<tr>
<td>8</td>
<td>Battery Charger # 2: Compatible with Tetra Hand Radio # 1</td>
<td>50</td>
</tr>
<tr>
<td>9</td>
<td>Battery Charger # 3: Compatible with Tetra Hand Radio # 2</td>
<td>50</td>
</tr>
<tr>
<td>10</td>
<td>Battery Charger # 4: Compatible with Tetra Hand Radio # 2</td>
<td>20</td>
</tr>
<tr>
<td>11</td>
<td>Antenna # 1: Compatible with Tetra Hand Radio # 1</td>
<td>600</td>
</tr>
<tr>
<td>12</td>
<td>Antenna # 2: Compatible with Tetra Hand Radio # 2</td>
<td>200</td>
</tr>
<tr>
<td>13</td>
<td>Programming Kit: Radio programming kit (cables, software)</td>
<td>5</td>
</tr>
<tr>
<td>14</td>
<td>Radio to LMR Router Cable: RADIO -&gt; E&amp;M VIC / LMR Router Cable</td>
<td>46</td>
</tr>
<tr>
<td></td>
<td>Cable types: E&amp;M VIC / LMR - Radio Connectors for the following Radios:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tetra Mobile Radio # 1 (see above)</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>Tetra Gateway # 1 (see above)</td>
<td>16</td>
</tr>
<tr>
<td>15</td>
<td>Headset: Corded Monaural headset</td>
<td>40</td>
</tr>
</tbody>
</table>
**Lot 02 - DMR and P25 Radios with Accessories**

<table>
<thead>
<tr>
<th>Item number</th>
<th>Item Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DMR RADIO # 1 : Mototrbo DM4601E or EQUIVALENT with accessories</td>
<td>50</td>
</tr>
<tr>
<td>2</td>
<td>P25 Mobile Radio # 1 : ASTRO APX 2500 P25 or equivalent with accessories</td>
<td>6</td>
</tr>
<tr>
<td>3</td>
<td>Radio to LMR Router Cable: RADIO -&gt; E&amp;M VIC / LMR Router Cable</td>
<td>56</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cable types: E&amp;M VIC / LMR - Radio Connectors for the following Radios:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>DMR Radio # 1 (see above)</td>
<td>50</td>
</tr>
<tr>
<td>P25 Mobile Radio # 1 (see above)</td>
<td>6</td>
</tr>
</tbody>
</table>

**Lot 3 – Microwave Links**

<table>
<thead>
<tr>
<th>Item number</th>
<th>Item Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Microwave Node: Ericsson Mini Link 6600 or EQUIVALENT (Complete Installation &amp; Configuration Required)</td>
<td>15</td>
</tr>
<tr>
<td>Complete Indoor units installed in original rack / cabinets, following types</td>
<td>MINI-LINK ML 6654 or Equivalent</td>
<td>20</td>
</tr>
<tr>
<td>Complete Indoor units installed in original rack / cabinets, following types</td>
<td>MINI-LINK ML 6692 or Equivalent</td>
<td>10</td>
</tr>
<tr>
<td>Each IDU must have 2 PFUs (Power Filtering Unit)</td>
<td>MINI-LINK LINK or Equivalent dual polarized antennas, following diameter</td>
<td></td>
</tr>
<tr>
<td>MINI-LINK LINK or Equivalent</td>
<td>60 cm (0.6)</td>
<td>20</td>
</tr>
<tr>
<td>MINI-LINK LINK or Equivalent</td>
<td>120 cm (1.2)</td>
<td>10</td>
</tr>
</tbody>
</table>
## Lot 04 - Radio Software - IPICS SOFTWARE & HARDWARE UPGRADE

<table>
<thead>
<tr>
<th>Item number</th>
<th>Item Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Cisco IPICS Upgrade</strong> : Cisco IPICS 4.x upgrade to Instant Connect 6.x</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Cisco IPICS 4.x upgrade to Instant Connect 6.x</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>IPICS 4.x upgrade to Instant Connect 6.x (CICX-UG6X)</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>IPICS Unified Media Service 4.x upgrade to Instant Connect 6.x (CICX-UMS-6X-UG)</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>IPICS Multicast Ports License 4.x upgrade to Instant Connect 6.x VIP Virtual Talk Group (CICX-VTG-6XUG)</td>
<td>50</td>
</tr>
<tr>
<td></td>
<td>IPICS VIP Radio Channel License 4.x upgrade to Instant Connect 6.x (CICX-CHNL6X-UG)</td>
<td>40</td>
</tr>
<tr>
<td></td>
<td>IPICS Dispatch Console Silver License 4.x upgrade to Instant Connect 6.x (CICX-SIL6X-UG)</td>
<td>50</td>
</tr>
<tr>
<td></td>
<td>IPICS Dispatch Console Platinum License 4.x upgrade to Instant Connect 6.x (CICX-PLA6X-UG)</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>IPICS 4.x upgrade to Instant Connect UMS 6.x HA (High Availability) (CICX-UMS-HA-UG)</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>IPICS Policy Engine 4.x upgrade to Instant Connect 6.x (CICX-PE-6X-UG)</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>IPICS Cluster Redundancy 4.x upgrade to Instant Connect 6.x (CICX-CR-UG)</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Instant Connect 6.x Channel License for LMR connectivity - additional licenses (CICX-LMR)</td>
<td>130</td>
</tr>
<tr>
<td></td>
<td>Instant Connect 6.x Silver Dispatch Console license - additional licenses (CICX-SIL)</td>
<td>50</td>
</tr>
<tr>
<td></td>
<td>Solutions Plus: Instant Connect Installation - with travel (CICX-INSTW-PKG)</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Instant Connect Software After-sales Maintenance and Support - 1 year agreement.</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Cisco ISR Router: Cisco ISR4321-SEC/K9</td>
<td>50</td>
</tr>
<tr>
<td>3</td>
<td>Voice Interface Card: Cisco NIM-4 E/M</td>
<td>70</td>
</tr>
</tbody>
</table>
To be delivered at DGSN Rabat DDP\(^1\), and the implementation period in days, in accordance with point 15 of the contract notice.

1.2 The supplies must comply fully with the technical specifications set out in the tender dossier (technical annex) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.

1.3 N.A.

1.4 Tenderers are not authorised to tender for a variant solution in addition to the present tender.

2. **Timetable**

<table>
<thead>
<tr>
<th>Event</th>
<th>DATE</th>
<th>TIME*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clarification meeting / site visit (if any)</td>
<td>Not applicable</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Deadline for requesting clarifications from the contracting authority</td>
<td>24 October 2019</td>
<td>13:00 Vienna local time</td>
</tr>
<tr>
<td>Last date on which clarifications are issued by the contracting authority</td>
<td>1 November 2019</td>
<td>16:00 Vienna local time</td>
</tr>
<tr>
<td>Deadline for submission of tenders</td>
<td>14 November 2019</td>
<td>16:00 Vienna local time</td>
</tr>
<tr>
<td>Tender opening session</td>
<td>26 November 2019**</td>
<td>10:00 Vienna local time</td>
</tr>
<tr>
<td>Notification of award to the successful tenderer</td>
<td>29 November 2019**</td>
<td>-</td>
</tr>
<tr>
<td>Signature of the contract</td>
<td>12 December 2019**</td>
<td>-</td>
</tr>
</tbody>
</table>

* All times are in the time zone of the country of the contracting authority provisional date
** Provisional date

3. **Participation**

3.1 Participation is open to all natural persons who are nationals of and legal persons (participating either individually or in a grouping – consortium – of tenderers) which are effectively established in a Member State of the European Union or in a eligible country or territory as defined under the Regulation (EU) No 236/2014 establishing common rules and procedures for the implementation of the Union's instruments for external action (CIR) for the applicable instrument under which the contract is financed (see also heading 22 of the contract notice). Participation is also open to international organisations. All supplies under this contract must originate in one or more of these countries.

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\(^1\) DDP (Delivered Duty Paid) — Incoterms 2010 International Chamber of Commerce
3.2 These terms refer to all nationals of the above states and to all legal entities, companies or partnerships effectively established in the above states. For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country’s law.

3.3 The eligibility requirement detailed in subclasses 3.1 and 3.2 applies to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor providing more than 10% of the supplies must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. The contracting authority may accept other satisfactory evidence that these conditions are met.

3.4 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 procedure) of the practical guide. Should they do so, their tender will be considered unsuitable or irregular respectively. In the cases listed in Section 2.6.10.1. of the practical guide tenderers may also 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. Tenderers must provide declarations on honour that they are not in any of these exclusion situations. The declarations must cover all the members of a joint venture/consortium. Tenderers who make false declarations may also incur financial penalties and exclusion in accordance with the Financial Regulation in force. Their tender will be considered irregular.

The exclusion situations referred to above also apply to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. When requested by the contracting authority, tenderers(contractors) must submit declarations from the intended subcontractors that they are not in any of the exclusion situations. In cases of doubt over declarations, the contracting authority will request documentary evidence that subcontractors are not in a situation that excludes them.

3.5 To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the contracting authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.

3.6 Where tenders include subcontracting, it is recommended that the contractual arrangements between tenderers and their subcontractors include mediation, according to national and international practices, as a method of dispute resolution.

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2 See PRAG Section 2.6.10.1.3 A)
4. Origin

4.1 Unless otherwise provided in the contract or below, all goods purchased under the contract must originate in a Member State of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the programme specified in clause 3.1 above. For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the relevant international agreements (notably WTO agreements), which are reflected in EU legislation on rules of origin for customs purposes: the Customs Code (Council Regulation (EEC) No 2913/92) in particular its Articles 22 to 246 thereof, and the Code's implementing provisions (Commission Regulation (EEC) No 2454/93).

All supplies under this contract must originate in one or more of the above countries.

Tenderers must provide an undertaking signed by their representative certifying compliance with this requirement. The tenderer is obliged to verify that the provided information is correct. Otherwise, the tenderer risks to be excluded because of negligently misrepresenting information. For more details, see Section 2.3.5. of the practical guide.

4.2 When submitting tenders, tenderers must state expressly that all the goods meet the requirements concerning origin and must state the countries of origin. They may be asked to provide additional information in this connection.

5. Type of contract

Lump sum

6. Currency

Tenders must be presented in Euro³.

7. Lots

7.1 The tenderer may submit a tender for one lot or all lots.

7.2 Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances must tenders be considered for part of the quantities required. If the tenderer is awarded more than one lot, a single contract may be concluded covering all those lots.

7.3 A tenderer may include in its tender the overall discount it would grant in the event of some or all of the lots for which it has submitted a tender being awarded. The discount should be clearly indicated for each lot in such a way that it can be announced during the public tender opening session.

³ The currency of tender shall be the currency of the contract and of payment.
7.4 Contracts will be awarded lot by lot, but the contracting authority may select the most favourable overall solution after taking account of any discounts offered.

8. Period of validity

8.1 Tenderers will be bound by their tenders for a period of 120 days from the deadline for the submission of tenders.

8.2 In exceptional cases and prior to the expiry of the original tender validity period, the contracting authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated. In case 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, the contracting authority may, before the validity period expires, request an extension of the validity of the tenders up to the adoption of that recommendation.

8.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period of the tender irrespective of the date of notification.

9. Language of tenders

9.1 The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be written in the language of the procedure, which is English or French.

If the supporting documents are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the European Union other than English, it is strongly recommended to provide a translation into English, to facilitate evaluation of the documents.

10. Submission of tenders

10.1 Tenders must be sent to the contracting authority before the deadline specified in 10.3. They must include all the documents specified in point 11 of these Instructions and be sent/hand-delivered to the following address:

ICMPD Headquarterss, Vienna
Procurement Team
Gonzagagasse 1, 5th floor
1010 Vienna, Austria
Tel: +43 1 504 4677 2460

Opening hours 09:00 to 17:00 local time (if the tenders are hand delivered).
Tenders must comply with the following conditions:
10.2 All tenders must be submitted in one original, marked ‘original’, and 3 copies signed in the same way as the original and marked ‘copy’.

10.3 All tenders must be submitted to the address specified above before the deadline of 14 November 2019 at 16:00 Vienna local time.

(a) 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

(b) or by hand-delivery to the premises of the contracting authority by the participant in person or by an agent, in which case the evidence shall be constituted by the acknowledgment of receipt.

The contracting authority shall, for reasons of administrative efficiency, reject any application or tender submitted on time to the postal service but received, for any reason beyond the contracting authority's control, after the above-mentioned deadline.

10.4 All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

a) the above address;

b) the reference code of this tender procedure,

(i.e. ICMPD/19.036/SUP/BMP/RAD/MOR);

c) where applicable, the number of the lot(s) tendered for;

d) the words ‘Not to be opened before the tender opening session’ in the language of the tender dossier.

e) the name of the tenderer.

f) the indication whether the offer in the envelope is the TECHNICAL or FINANCIAL OFFER.

The technical and financial offers must be placed separated in two sealed envelopes. The envelopes should then be placed in another single sealed envelope/package, unless their volume requires a separate submission for each item.

11. Content of tenders

Failure to fulfil the below requirements will constitute an irregularity and may result in rejection of the tender. All tenders submitted must comply with the requirements in the tender dossier and comprise:

Part 1: Technical offer:

- a detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required.

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4 It is recommended to use registered mail in case the postmark would not be readable
The technical offer should be presented as per template (Annex II+III*, Contractor’s technical offer) adding separate sheets for details if necessary.

Part 2: Financial offer:
- A financial offer **calculated on a DDP basis** for the supplies tendered, **including if applicable**:
  - financial proposal for any other amount not directly related to the intrinsic value of the product in question (such as, but not limited to, **import duties and taxes, entry-import customs clearance, transport costs**).

This financial offer should be presented as per template (6. Annex IV - Financial Offer), adding separate sheets for details if necessary. **Tenderers must submit prices in DDP incoterms and unit prices as well as total prices shall be calculated without VAT.**

Part 3: Documentation:
To be supplied using the templates attached*:

The original, signed tender guarantee(s), **for each of the LOTs** tendered for, as per described under the following table:

<table>
<thead>
<tr>
<th>Lot N°</th>
<th>Tender Guarantee per lot</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>EUR 13.000</td>
</tr>
<tr>
<td>2</td>
<td>EUR 1.000</td>
</tr>
<tr>
<td>3</td>
<td>EUR 4.000</td>
</tr>
<tr>
<td>4</td>
<td>EUR 16 000</td>
</tr>
</tbody>
</table>

- The "Tender form for a supply contract", together with its Annex 1 "Declaration on honour on exclusion criteria and selection criteria", both duly completed, which includes the tenderer’s declaration, point 7, (from each member if a consortium);
- The details of the bank account into which payments should be made (financial identification form (file: 10.1 Financial Identification form.pdf);
- The legal entity form (file: 10.2 Legal Entity Identification form.pdf) and the supporting documents;
- The tenderers’ declaration form duly signed and stamped (file: 11. Tenderers' Declaration Form.pdf).

To be supplied in free-text format:
- A description of the warranty conditions, which must be in accordance with the conditions laid down in Article 32 of the general conditions;
- A description of the organisation of the commercial warranty tendered in accordance with the conditions laid down in Article 32 of the special conditions;
- A statement by the tenderer attesting the origin of the supplies tendered (or other proofs of origin);
• 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 or consortium is duly authorised to do so.

Remarks:
Tenderers are requested to follow this order of presentation.

12. Taxes and other charges

The applicable tax and customs arrangements are the following:

The European Commission and the Kingdom of Morocco have agreed in the Euro-Mediterranean Agreement (February 1996), establishing an Association between the European Community and its Member States, of the one part, and the Kingdom of Morocco, of the other part:

• Article 11.3 - Customs duties and charges having equivalent effect applicable on import into Morocco of the products originating in the Community listed in Annex 4 shall be progressively abolished.

(for further information please consult the agreement.)

13. Additional information before the deadline for submission of tenders

The tender dossier should be so clear that tenderers do not need to request additional information during the procedure. If the contracting authority, on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, it must send such information in writing to all other prospective tenderers at the same time.

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:

ICMPD Headquarters, Vienna
Procurement Team
Gonzagagasse 1, 5th floor
1010 Vienna, Austria
Tel: +43 1 504 4677 2460
E: procurement@icmpd.org

The contracting authority has no obligation to provide clarifications after this date.

Any clarification of the tender dossier will be published on the website of ICMPD at https://www.icmpd.org/work-for-us/procurement/ at the latest 11 days before the deadline for submission of tenders.

Any prospective tenderers seeking to arrange individual meetings with either the contracting authority and/or the European Commission during the tender period may be excluded from the tender procedure.
14. Clarification meeting / site visit

14.1 No clarification meeting / site visit planned. Visits by individual prospective tenderers during the tender period cannot be organised.

15. Alteration or withdrawal of tenders

15.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 10.1. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

15.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 10. The outer envelope must be marked ‘Alteration’ or ‘Withdrawal’ as appropriate.

15.3 No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 10.1 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

16. Costs of preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

17. Ownership of tenders

The contracting authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

18. Joint venture or consortium

18.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the contracting authority.

18.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the contracting authority in accordance with point 11 of these instructions to tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required under Article 3.5 as if it, itself, were the tenderer.
19. Opening of tenders

19.1 The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents have been properly included and whether the tenders are generally in order.

19.2 The tenders will be tentatively opened in public session on **26 November 2019, at 10:00 Vienna local time** at ICMPD HQ Gonzagagasse 1, Vienna Austria by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request. Please note that pre-registration is required.

19.3 At the tender opening, the tenderers’ names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if required) and such other information as the contracting authority may consider appropriate may be announced.

19.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.

19.5 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the contracting authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.

19.6 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the contracting authority. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

20. Evaluation of tenders

20.1 Examination of the administrative conformity of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the contracting authority or the tenderer’s obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.
20.2 Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

The minimum qualifications required (see selection criteria in contract notice point 16) are to be evaluated at the start of this stage.

Where contracts include after-sales service and/or training, the technical quality of such services will also be evaluated by using yes/no criteria as specified in the tender dossier.

20.3 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 20.4. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

20.4 Financial evaluation

a) Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:
   - where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
   - except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.

b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

c) Unless specified otherwise, the purpose of the financial evaluation process is to identify the tenderer offering the lowest price. Where specified in the technical specifications, the evaluation of tenders may take into account not only the acquisition costs but, to the extent relevant, costs borne over the life cycle of the supplies (such as for instance maintenance costs and operating costs), in line with the technical specifications. In such case, the contracting authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of the lowest total cost, including additional costs.

20.5 Variant solutions

Variant solutions will not be taken into consideration.

20.6 Award criteria

**Price**
21.  **Notification of award**

The contracting authority will inform all tenderers simultaneously and individually of the award decision. The tender guarantees of the unsuccessful tenderers will be released once the contract is signed.

22.  **Signature of the contract and performance guarantee**

22.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Upon request of the contracting authority and before the signature of the contract with the successful tenderer, the successful tenderer shall provide the **documentary proof** or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is effectively established, to show that it is not in any of the exclusion situations listed in Section 2.6.10.1. of the Procurement and Grants for European Union external actions guide. This evidence or these documents or statements must carry a date not earlier than one year before the date of submission of the tender. In addition, a statement shall be provided that the situations described in these documents have not changed since then.

22.2 Upon request of the contracting authority, the successful tenderer shall also provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tenders specified in the contract notice, point 16. The documentary proofs required are listed in Section 2.6.11. of the Procurement and Grants for European Union external actions guide.

The contracting authority may, depending on its assessment of the risks, decide not to require proofs for financial and economic standing and technical and professional capacity.

22.3 If the successful tenderer fails to provide the documentary proof or statement or the evidence of financial and economic standing and technical and professional capacity within 15 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, the contracting authority may award the tender to the next lowest tenderer or cancel the tender procedure.

The contracting authority may waive the obligation of any candidate or 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 candidate or 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.

By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.

22.4 The contracting authority reserves the right to vary quantities specified in the tender by +/- 100% at the time of contracting and during the validity of the contract. The total value of the supplies may not, as a result of the variation rise or fall by more than 25% of the original financial offer in the tender. The unit prices quoted in the tender shall be used.
22.5 Within 30 days of receipt of the contract signed by the contracting authority, the selected tenderer must sign and date the contract and return it, with the pre-financing guarantee (if applicable), to the contracting authority. On signing the contract, the successful tenderer will become the contractor and the contract will enter into force.

22.6 If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the contracting authority may consider the acceptance of the tender to be cancelled without prejudice to the contracting authority’s right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the contracting authority.

22.7 The performance guarantee referred to in the general conditions is set at ten percent (10%) of the amount of the contract and must be presented in the form specified in the annex to the tender dossier. It will be released within 45 days of the issue of the final acceptance certificate by the contracting authority, except for the proportion assigned to after-sales service.

23. **Tender guarantee**

The tender guarantee referred to in Article 11 above is set as:

<table>
<thead>
<tr>
<th>Lot N°</th>
<th>Tender Guarantee per lot</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>EUR 13,000</td>
</tr>
<tr>
<td>2</td>
<td>EUR 1,000</td>
</tr>
<tr>
<td>3</td>
<td>EUR 4,000</td>
</tr>
<tr>
<td>4</td>
<td>EUR 16,000</td>
</tr>
</tbody>
</table>

for each of the LOTs that the tenderer intends to submit a bid for and must be presented in the form specified in the annex to the tender dossier. It must remain valid for 45 days beyond the period of validity of the tender. Tender guarantees provided by tenderers who have not been selected will be returned together with the information letter that the tenderer has been unsuccessful. The tender guarantee of the successful tenderer will be released on signing of the contract, once the performance guarantee has been submitted.

24. **Ethics clauses and code of conduct**

24.1 **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.
24.2 Respect for human rights as well as environmental legislation and core labour standards

The tenderer and its staff must comply with human rights. 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 and sexual abuse:

The European Commission and the Contracting Authority apply 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.

24.3 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.

24.4 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.

24.5 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.
24.6 **Conflict of interest**

Vendors shall declare if they have any affiliation with staff members of ICMPD, family or relatives employed by ICMPD. A vendor found to have an undisclosed conflict of interest with ICMPD, or with a competing bidder, shall be disqualified from participating in a tender. Likewise, vendors participating in tenders must declare to adhere to ethical behavior and anti-corruption principles and practices.

25. **Cancellation of the tender procedure**

If a tender procedure is cancelled, tenderers will be notified by the contracting authority. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, if:

- the tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally;
- exceptional circumstances or force majeure render normal implementation of the project impossible;
- all technically acceptable tenders exceed the financial resources available;
- there have been breach of obligations, irregularities or frauds in the procedure, in particular where these 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 will 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.**

26. **Appeals**

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. Please refer to ICMPD website in order to obtain more information related to the complaint procedure.
27. **Data protection**

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as names, addresses and CVs), they will be processed solely for the purposes of the management and monitoring of the tender and of the contract by the data controller without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law. In addition, as the contract relates to an external action to support development cooperation in Partner Countries outside the EU and ICMPD which is acting as contracting authority on behalf and for the benefit of the Partner Countries, transmission of personal data may occur to the Partner Country, solely for the purpose of implementing the financing agreement concluded between the EU, ICMPD and the Partner Country with regard to this tender procedure.

28. **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 listed in the above-mentioned decision, in relation to the award or the execution of a procurement contract.

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5 Pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.