



This project is funded by the European Union.  
Bu proje Avrupa Birliği tarafından finanse edilmektedir.  
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## INSTRUCTIONS TO TENDERERS

### CONTRACT TITLE: CLASSROOM MATERIALS LOT 1 – DESKS AND CHAIRS LOT 2 – PROJECTORS AND SCREENS

The present procurement procedure is subject to the French Code of public procurement in its latest version in force as enacted by Order No. 2018-1074 issued on 26 November 2018 and its Implementation Decree No. 2018-1075 issued on 3 December 2018. Expertise France proceeds with open tender in application of L. 2124-2, R. 2161-2, R. 2161-3, R. 2161-4 et R. 2161-5 du CCP

**NB:** When submitting their expression of interest and technical and financial tender, tenderers must follow all instructions given in the current document, forms required, 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.

Every part in each document **highlighted in yellow** must be fulfilled by the bidder.

#### I. SERVICES TO BE PROVIDED

The services required by the Contracting Authority is the “*Procurement of Classroom Materials*” and are fully described in the Technical Specifications (Annexes 2 – Technical Specifications).

#### II. PROCEDURE’S SCHEDULE

	DATE*	TIME**
Publication on PLACE	July 13, 2021	
Deadline for submitting tenders	August 23, 2021	16:00 (Paris Time)
Completion date for evaluating technical offers	September 1, 2021	-
Notification of award	September 7, 2021	-
Contract signature	September 14, 2021	-
Start date	September 14, 2021	-

\*Provisional date

\*\* All times are in the time zone of the country of the Contracting Authority

### **III. PARTICIPATION AND SUBCONTRACTING**

Legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the conditions (mentioned in articles R. 2192-10 and followers of The French Code of public procurement or any equivalent ban issued in another country), and detailed in the Annex of the current document “Declaration of honour on exclusion criteria and absence of conflict of interest”.

### **IV. CONTENT OF THE TENDER DOSSIER**

The tender dossier is composed by the following documents:

- Annex 1 - Invitation Letter
- Annex 2 – Technical Terms of Reference (ToR)
- Annex 3 - Instruction to Tenderers (ITT)
- Annex 4 - Expression of Interest (Eoi)
- Annex 5 - Declaration of honour on exclusion criteria and absence of conflict of interest
- Annex 6 - Third Party Identification Sheet
- Annex 7 - Financial Proposal Form
- Annex 8 – Distribution List
- Annex 9 – Supply Contract

### **V. CONTENT OF THE TENDERS**

Candidatures material, offers, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in English.

Supporting documents 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.

Failure to fulfil the requirements described in the current paragraph will constitute a formal error and may result in rejection of the tender.

#### **(i) Expression of interest material**

The candidatures material must include the following documents:

- (1) A completed Expression of Interest Form (Annex 4) including information on the financial, economic, technical and professional capacities of the tenderer, and list of references; only the leader of the consortium or tenderer must complete and sign the form;
- (2) Declaration of honour on exclusion criteria and absence of conflict of interest (Annex 5)
- (3) A completed Third Party Identification Sheet (Annex 6). The form must be submitted only by the consortium leader;

In case of subcontracting, a statement guaranteeing the eligibility of the subcontractor. The statement must contain information on the financial, economic, technical and professional capacities of the envisaged subcontractor.

#### **(ii) Technical offer**

The tenderers are requested to present technical and financial offer for the Classroom Materials in line with the technical specifications detailed in this Technical Specifications hereby. All bidders must send

the brochures, data sheets or catalogues of the offered items to the bid documents. Not sending of brochures, data sheets or catalogues may cause an exclusion from the tender.

### **(iii) Financial Proposal**

The financial offer must be presented in EURO currency excluding VAT and by filling the Financial Proposal Form (Annex 7) and include all type of expenditures for all tasks mentioned in the Technical Terms of Reference.

Payments under this contract will be made in the currency of the tender (EURO).

The financial offer must include the following documents:

- (1) The duly completed, dated and signed Financial Proposal Form (Annex 7). Suppliers may make an offer for one LOT or for two LOTs. The LOTs are indivisible.
- (2) A completed Third Party Identification Sheet (see Annex 6) to indicate the bank account into which payments should be made if the tender is successful.

### **(iv) 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.

### **(v) Submission of tenders**

In order to submit their tenders, tenderers must enter the following reference in the “current tender – search” field on the e-procurement platform ([www.marches-publics.gouv.fr](http://www.marches-publics.gouv.fr)): MR3259

Tenders must be submitted through the e-procurement platform before **August 23, 2021 at 16:00 (Paris time)**. They must include the requested documents hereinabove.

**Tenders submitted by any other means will not be considered.**

The pages of the technical offer must be numbered.

### **(vi) Amending or withdrawing tenders**

Tenderers may amend or withdraw their tenders by written notification through the e-procurement platform 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 the requirements described hereinabove.

### **(vii) 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.

## **VI. EVALUATION OF TENDERERS' CAPACITY**

In order to be considered technically capable of providing the tasks and services described in the terms of reference, each tenderer will have to provide information on the following requirements as stated in Expression of Interest Form (Annex 4):

- i. Information on the economic and financial capacity of the tenderer
- ii. Information on the tenderer's relevant references
- iii. Proof of fulfilment of tax and social security obligations

The tenderers may rely on capacity of other economic operators, including consortium members and subcontractors to meet the requirements.

Failure to meet the above-mentioned requirements or to provide the documents requested as candidatures material will result in the candidate's tender being declared non-compliant and rejected without being analysed.

## **VII. EVALUATION OF TENDERS**

### **Award criteria**

All bidders' technical offers must be 100 % compliant with the technical specifications in order to be eligible for the financial evaluation.

For companies, that pass the technical evaluation, the main criteria will be the price of the offer and the delivery time on a **70/30** basis.

<b>Award criteria</b>	<b>Weight in Evaluation (%)</b>
1. Delivery time	30
2. Price/ Financial offer Financial rating (FR) will be made on the comparison of the financial offers of the different applicants by application of the following formula: $FR = 100 \times \text{lowest financial offer} / \text{rated financial offer}$	70

The terms of reference is published both in English and Turkish. In case of discrepancy in languages of the terms of reference, the English version shall prevail.

## **VIII. NEGOTIATION**

After a first appraisal, negotiation may be engaged by Expertise France with some or all of the tenderers.

## **IX. CHOICE OF SELECTED TENDERER**

After possible negotiation and a final notation of the offers, the contract will be awarded to the tenderer whom offer has been given the higher score and thus proposing the best quality at the smallest cost.

## **X. 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.

## **XI. ETHICS CLAUSES / CORRUPTIVE PRACTICES**

- a) 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.
- b) 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.

- c) 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.
- d) The Contracting Authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. If substantial errors, irregularities or fraud are discovered after the award of the Contract, the Contracting Authority may refrain from concluding the Contract.

## **XII. SIGNATURE OF CONTRACT(S)**

### **13.1. Notification of award**

The successful tenderer will be informed by electronic means through the above-mentioned e-procurement platform writing that its tender has been accepted.

The other tenderers will, prior to the notification of the contract, be informed that their tenders were not accepted, by electronic means, 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 Contracting Authority will furthermore, at the same time, also inform the remaining unsuccessful tenderers and the consequence of these letters will be that the validity of their offers must not be retained.

## **XIII. CANCELLATION OF THE TENDER PROCEDURE**

In the event of cancellation of the tender procedure, the Contracting Authority will notify tenderers of the cancellation.

Cancellation may occur where:

- the tender procedure has been unsuccessful, i.e., no qualitatively or financially worthwhile 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 compliant tenders exceed the financial resources available;
- there have been irregularities 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 procurement notice does not commit the Contracting Authority to implement the programme or project announced.

**XIV. ADDITIONAL INFORMATION BEFORE THE DEADLINE FOR SUBMITTING TENDERS**

If the Contracting Authority, either on its own initiative or in response to a request from a tenderer, provides additional information on the tender dossier, it must send such information through its buyer profile on the e-procurement platform at [www.marches-publics.gouv.fr](http://www.marches-publics.gouv.fr) to all other tenderers at the same time.

Tenderers may submit questions through the e-procurement platform [www.marches-publics.gouv.fr](http://www.marches-publics.gouv.fr) up to 5 days before the deadline for submission of tenders. In order to submit their questions and have access to the tender area, tenderers must use the “current tender – search” field and enter the following reference: MR3259

The Contracting Authority will provide clarification at the latest 3 days before the deadline for submitting tenders.

Any question regarding technical and financial offer should be ask by writing and addressed by EF through the “PLACE” e-platform only.

**XV. APPEALS**

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

The Paris Administrative Court is in charge of complaint procedures (address: 7 rue de Jouy, F-75004 Paris, France; e-mail: [greffe.ta-paris@juradm.fr](mailto:greffe.ta-paris@juradm.fr)).

Tenderers can obtain information on complaint procedures from the Registry of the Paris Administrative Court (address: 7 rue de Jouy, F-75004 Paris, France; e-mail: [greffe.ta-paris@juradm.fr](mailto:greffe.ta-paris@juradm.fr)).