

# **CONTRACT TITLE: Open Maps for Europe: The Development and Enhancement of a User Interface**

**Identification number: 400/001/SUP-2020**

## **INSTRUCTIONS TO TENDERERS**

### **1 Services to be provided**

The services required by EuroGeographics, as Contracting Authority, are described in the Terms of Reference. They are set out in Annex II to the draft contract, which forms Part A of this tender dossier.

The Contract is expected to be signed by 1<sup>st</sup> December 2020. The period of implementation of tasks is until 31<sup>st</sup> December 2022.

### **2 Timetable**

	<b>DATE</b>	<b>TIME</b>
<b>Deadline for submission of tenders</b>	6th Nov 2020	18:00pm (CET time)
<b>Deadline for request for clarifications</b>	26th Oct 2020	18:00pm (CET time)
<b>Notification of award to the successful tenderer</b>	20th Nov 2020	
<b>Signature of the contract (provisional)</b>	1st Dec 2020	-

### **3 Participation and subcontracting**

- a) Participation in this tender procedure is open to all suppliers who meet the selection criteria below
- b) Service providers are not allowed to form alliances with any other registered firms or to subcontract to each other for the purposes of this contract.
- c) Any subcontracted activities above 10% of the contract value are to be detailed in the offer.
- d) **Selection Criteria**<sup>1</sup> - Please provide evidence that your organisation meets the below criteria in your submitted proposal.
  - i. **Economic and Financial Capacity:** Annual turnover for the tenderer<sup>2</sup> at least €240,000 during the last 3 years (2017, 2018, 2019)

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<sup>1</sup> The following selection criteria will be supplied to tenderers.

<sup>2</sup> In the case of tenders submitted by a consortium, these selection criteria will be applied to the consortium as a whole.

- ii. **Professional Capacity:** A minimum of eight staff resources of which at least four with related expertise to the proposed contract.
- iii. **Technical Capacity:** a minimum of three related references for successfully completed similar contracts projects within the last five years (On-going contracts can also be additionally listed with support letter from the Client).

#### 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.

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 of a two sealed envelopes : ‘Envelope A - Technical offer’ the other ‘Envelope B - Financial offer, which must be submitted separately (see clause 8). Failure to fulfil the requirements in clauses 4.1, 4.2 and 8 will constitute a formal error and may result in rejection of the tender.

##### 4.1 Technical offer

The Technical offer must include the following documents:

- (1) **Tender submission form** (see Part C (Annex VI) of this tender dossier)
- (2) **Organisation and methodology** (will become Annex III to the contract), to be drawn up by the tenderer using the format in Annex III to the draft contract.
- (3) **Supporting Documentation**
  - A completed legal entity file accompanied by Certificate of Registration with prevailing activity in software development or IT consultancy, the certificate should also be supported by the Statute (including Articles of Incorporation), or equivalent document if Candidate is not a corporation attesting the nature of prevalent business of the Candidate
  - Completed financial identification form providing details of the bank account into which payments should be made
  - Documentary evidence of economic and financial capacity (ie annual financial statements)
  - Documentary evidence of professional capacity (including CVs of the staff members to be assigned to the contract)
  - Documentary evidence of technical capacity (ie evidence of similar contracts delivered)
  - Documentary proof or statements required under the law of the country in which the company is established, to show that it is not in any of the exclusion situations listed in the Tender Form Declaration. This evidence, documents or statements must be dated, no more than 6 months before the date of submission of the tender.
  - 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/consortium is duly authorised to do so.

#### **4.2 Financial offer**

Tenders must be presented in euro.

The Financial offer must be presented as an amount in Euro<sup>1</sup> and must be submitted using the template included in the Tender Dossier (Annex B IV).

### **5 Variant solutions**

Tenderers must submit a tender that meets the requirements of the tender dossier.

### **6 Period during which tenders are binding**

Tenderers are bound by their tenders for 90 days after the deadline for submitting tenders or until they have been notified of non-award. In exceptional cases, before the period of validity expires, the Contracting Authority may ask tenderers to extend the period for a specific number of days, which may not exceed 40.

The selected tenderer must maintain its tender for a further 60 days. A further period of 60 days is added to the validity period irrespective of the date of notification.

### **7. Additional information before the deadline for submitting tenders**

The tender dossier should be clear enough to avoid candidates having to request additional information during the procedure. 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 in writing to all other registered candidates at the same time.

Tenderers may submit questions in writing to the following email address up to 11 days before the deadline (26<sup>th</sup> October 2020) for submission of tenders, specifying the publication reference and the contract title:

[thomas.mcardle@eurogeographics.org](mailto:thomas.mcardle@eurogeographics.org)

The Contracting Authority has no obligation to provide clarification after this date.

Any tenderer seeking to arrange individual meetings with the Contracting Authority concerning this contract during the tender period may be excluded from the tender procedure.

**Responses to requests for clarification will be communicated by EuroGeographics by placing them as additional information on our website at <https://eurogeographics.org/open-maps-for-europe/>. These clarifications will be updated regularly (if necessary) throughout this process until 1800 hrs (CET time) on Monday 26<sup>th</sup> October 2020 so please make sure you visit this website on a regular basis to receive any updated information. The identity of the supplier seeking clarifications will not be disclosed.**

No information meeting is planned.

No site visit is planned.

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

## **8. Submission of tenders**

Tenders must be delivered to the Contracting Authority for **receipt** before **Friday 6<sup>th</sup> November 18.00 hours CET time**. They must include the requested documents in clause 4 above and be sent to

**Email - [thomas.mcardle@eurogeographics.org](mailto:thomas.mcardle@eurogeographics.org)**

*Tenders received after the above deadline will be rejected.*

**Tenders submitted by any other means will not be considered.** Tenders must be submitted using the double document system, i.e. your email should contain two separate documents, one bearing the words '**A — Technical offer**' the other '**B — Financial offer**'. All parts of the tender other than the financial offer must be submitted in document A (i.e., including the Tender submission form and supporting documentation).

**Any infringement of these rules (e.g., references to price in the technical offer) will lead to rejection of the tender.**

Each document must include an index of its contents. The pages of the Technical and Financial offers must be numbered.

## **9. 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 updated document must be marked 'Amendment' or 'Withdrawal' as appropriate.

## **10. 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.

## **11. 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.

## **12. Evaluation of tenders**

### **12.1. Evaluation of technical offers**

The quality of each technical offer will be evaluated in accordance with the award criteria and the weighting detailed in the evaluation grid in Part D Annex VI of this tender dossier. No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in the Terms of Reference.

No interviews are foreseen.

### **12.2. Evaluation of financial offers**

Upon completion of the technical evaluation, the envelopes containing the financial offers for tenders that were not eliminated during the technical evaluation will be opened (i.e. those with a score of 53 points or more).

### **12.3. Choice of selected tenderer**

The best value for money is established by weighing technical quality against price on an 70/30 basis.

### **12.4. Confidentiality**

The entire evaluation procedure is confidential, subject to Eurogeographics' 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 EuroGeographics, the European Commission, the European Anti-Fraud Office and the European Court of Auditors.

## **13. 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.
- e) 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.

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

### **14.1. Notification of award**

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

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

Within 30 days of receipt of the contract already signed by the Contracting Authority, the selected tenderer shall sign and date the contract and return it to the Contracting Authority.

Failure of the selected tenderer to comply with this requirement may constitute grounds for annulling the decision to award the contract. In this event, the Contracting Authority may award the tender to another tenderer or cancel the tender procedure.

The other tenderers will, at the same time as the notification of award is submitted, be informed that their tenders were not accepted, by means of a 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 90 days of validity of their tender has expired.

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.

## **15 Cancellation of the tender procedure**

In the event of cancellation of the tender procedure, the Contracting Authority will notify tenderers of the cancellation. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the unopened and sealed envelopes will be returned to the tenderers.

Cancellation may occur 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 tender procedure does not commit the Contracting Authority to implement the contract announced.