INSTRUCTIONS TO TENDERERS
REFERENCE: ACA/2019/412-712

1. Services to be provided

The services required by the contracting authority are described on *"Terms of reference"*.

Timetable

	DATE
Deadline for requesting clarification from the contracting authority	11/08/2023
Last date for the contracting authority to issue clarification	14/08/2023
Deadline for submitting tenders	17/08/2023
Notification of award	21/08/2023
Contract signature	Latest at 22/08/202

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

2. Participation, experts and subcontracting

Participation in this tender procedure is open only to the invited tenderers.

a) 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 following Sections of practical guide:

i. Section 2.4. EU restrictive measures[1]

ii. 2.6.10.1. Exclusion criteria[2]

iii. 2.6.10.1.1. Exclusion criteria from participation in procurement procedures[3]

b) In the cases listed in Section 2.6.10.1.1. of the **practical guide** tenderers may 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.

c) The contract between the tenderer/contractor and its experts shall contain a provision that it is subject to the approval of the partner country. It is furthermore recommended that this contract contains a dispute resolution clause.

3. Content of tenders

The tender application, all correspondence and documents related to the tender, which

[1] https://ec.europa.eu/europeaid/prag/document.do?nodeNumber=2.4

[2] https://ec.europa.eu/europeaid/prag/document.do?nodeNumber=2.6.10.1

[3] https://ec.europa.eu/europeaid/prag/document.do?nodeNumber=2.6.10.1.1

are exchanged between the tenderers and the contracting organization, must be written in English or Russian.

Supporting documents and printed literature provided by the tenderer also should be bilingual. For the purposes of the interpretation of the tender, the English language of the procedure shall prevail.

No.	Document	Source
1	Technical offer	Tender Form
2	Key editor	Tender Form
3	Key editor CV	Added as an Attachment to Tender Form
4	Authorized person's right to sign: an official document* *not applicable if tenderer is registered in Uzbekistan	Official document
5	Financial offer	Tender Form

3.1. Technical offer

The technical offer must include the following documents:

Any person (editor) working on an EU-funded project, if the contribution of his / her position in this treaty may be required on the same dates as his / her activities under this treaty, should under no circumstances be offered as a key person (editor) for this treaty.

Having selected a firm based in part on the assessment of the key person (editor) presented in the tender, the contracting authority expects the contract to be fulfilled by those specific persons (including editors) in charge of fulfillment of works under the contract.

Key persons (editors). The key persons (editors) are those whose involvement is considered to be instrumental to achieve the contract objectives. The evaluation committee may also call them for interview.

The qualifications and experience of each key person (editor) must clearly match the profiles indicated in the terms of reference. If an expert does not meet the minimum requirements for each evaluation criterion (i.e. qualification and skills, general professional experience and specific professional experience), he/she must be rejected. In such case the entire tender shall be rejected.

3.2. Financial offer

The financial offer must be presented as an amount in EUR[4], including all taxes.

[4] The currency of the tender is the currency of the contract whereas the currency of payment is uzbek soum according to exchange rate of Central Bank of the Republic of Uzbekistan on the date of payment.

Maximum budget available for two lots, as stated in the contract notice, is EUR 43500.00

4. 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.

5. Additional information before the deadline for submitting tenders

Tenderers may submit questions in writing to the e-mail info_engine@uzace.uz up to 3 days before the deadline for submission of tenders, specifying the publication reference and the contract title.

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

6. Submission of tenders

Tenders must be submitted bilingually in Uzbek, English or Russian by email to Association of Consulting Engineers of Uzbekistan info_engine@uzace.uz

All documents should be in PDF format and beginning of the file names can't be changed.

Total size of email can't exceed 20 MB, and all documents should be delivered on 3 e-mails as maximum.

By submitting a tender tenderer accept to receive notification of the outcome of the procedure by electronic means.

7. 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 Article 6.

8. 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.

9.1. Evaluation of technical offers

The quality of each technical offer will be evaluated in accordance with the award criteria and requirements detailed in the evaluation grid. No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in the terms of reference.

9.2. Evaluation of financial offers

Upon completion of the technical evaluation, financial offers for tenders will be considered which were not excluded during the technical assessment. Tenders exceeding the maximum budget available for the contract are unacceptable and will be

eliminated.

9.3. Choice of selected tenderer

The best price-quality ratio is established by weighing technical quality against price on an 80/20 basis.

9.4. 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.

10. 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 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 and sexual abuse:
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.

11. Signature of contract(s)

12.1. Notification of award

The successful tenderer will be informed by e-mail that its tender has been accepted.

The successful tenderer shall then confirm availability or unavailability of their key-experts within 3 days from the date of the notification of award.

12.2. Signature of the contract(s)

Within 3 days after receiving the contract already signed by the contracting authority, the selected tenderer signs and dates the contract and returns it to the customer.

Failure by the selected tenderer to comply with this requirement may serve as grounds for cancelling the award decision. In this case, the contracting authority may award the tender to another Tenderer or cancel the tender procedure.

Other tenderers will be advised, simultaneously with the submission of the contract award notice, that their Tenders have not been selected by email. The tenderer who took the second place is informed with a notification of the winning for the winner of the tender with the proviso that it is possible to receive a notification about the award of the contract in case it is impossible to sign the contract by the tenderer who took the first place. The validity period of the second best Tenderer's offer will be retained. The second tenderer may refuse to award the contract if the 30-day period of validity of its offer expired upon receipt of the notification of the contract award.

In addition, at the same time, the contracting authority will also inform the rest of the unsuccessful tenderers, and the consequence of these letters is that the validity of their Tenders should not be preserved.

13. 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, 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 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.

14. Appeals

Tenderers who believe they were harmed by an error or irregularity during the contract award process may file a complaint.

15. Data Protection

Processing of personal data related to this tender procedure by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.
The tender procedure and the contract relate to an external action funded by the EU, represented by the European Commission. If processing your reply to the invitation to tender involves transfer of personal data (such as names, contact details and CVs) to the European Commission, they will be processed solely for the purposes of the monitoring of the procurement procedure and of the implementation of the contract by the Commission, for the latter to comply with its obligations under the applicable legislative framework and under the financing agreement concluded between the EU and the Partner Country without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law. For the part of the data transferred by the contracting authority to the European Commission, the controller for the processing of personal data carried out within the Commission is
Details concerning processing of your personal data by the Commission are available on the privacy statement at:

http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A

In cases where you are processing personal data in the context of participation to a tender (e.g. CVs of both key and technical experts) and/or implementation of a contract (e.g. replacement of experts) you shall accordingly inform the data subjects of the possible transmission of their data to EU institutions and bodies and communicate the above mentioned privacy statement to them.

16. 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.