SERVICE CONTRACT NOTICE

Provision of consulting, mentoring and training services for the implementation of the project MedTOWN “Co-producing social policies with Social and Solidarity Economy (SSE) actors to fight poverty, inequality and social exclusion”, that is co-financed by European Union through the Cross Border Cooperation Programme ENI MED 2014-2020

1. Reference

The aim of this call of tender is to contract the provision of consulting, mentoring and training services for the implementation of the project MedTOWN and more particular for the implementation of the Work package (WP) 3 “Social experimentation on co-production and complementary currencies in the Territories” and WP4 “Transferring of data into info and knowledge, where the Agricultural Development Association (PARC) is the coordinating partner.

2. Procedure

Open Tender Procedure

3. Project title

Project MedTOWN “Co-producing social policies with Social and Solidarity Economy (SSE) actors to fight poverty, inequality and social exclusion”

4. Total budget available for contracting

The total available budget for contracting is 117.000,00 € (including VAT) and refers to the following cost categories and outputs

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Output</th>
<th>Available amount in Euros (including VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>External Services</td>
<td>Technical Capacity Building Plan (TCBP): Consultants/ Trainers - Support and mentoring to local trainers, cofacilitation, supervision and peer-to-peer support (including travel costs)</td>
<td>117.000,00 €</td>
</tr>
<tr>
<td>Total approved budget (including VAT)</td>
<td></td>
<td>117.000,00 €</td>
</tr>
</tbody>
</table>

5. Financing
The project is financed by 86.50% by the European Union through the Cross Border Cooperation Programme ENI MED 2014-2020 and by 13.50% through the own resources of the PARC.

6. Contracting Authority

Agricultural Development Association (PARC), Palestine

7. Legal basis

- Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests;
- ENI Common Implementing Rules (Regulation (EC) No 236/2014) laying down common rules and procedures for the implementation of the Union’s instruments for financing external Projects;
- ENI CBC Mediterranean Sea Basin Joint Operational Programme approved by the European Commission on 17/12/2015 (Decision No C(2015) 9133), and its annexes;
- All manuals and guidelines issued by the Programme, in their latest version;
- Financing Agreements signed between the European Commission and the Mediterranean Partner Countries;
- National rules and guidelines applicable to the LB and Partners
- Palestinian Income Tax Law No.8 for 2011.
- The Grant Contract with reference number MedTOWN A_A.3.2_0265 (04/09/2019) between the Asamblea de Cooperación por la Paz and the Managing Authority of the ENI CBC MED Programme 2014-2020
- The Partnership Agreement among the partners of the MedTOWN project
8. Brief description of the MedTOWN project

MedTOWN is a cooperation project financed by the European Union through the European Neighbourhood Instrument of Cross Border Cooperation within the framework of the Mediterranean Basin 2014-2020 Programme. The main objective of the project is to promote and demonstrate initiatives of co-production of social policies through the cooperation of public, private and social solidarity economy (SSE) sector as well as to strengthen the role and the capacities of the SSE actors in the co-production model through a shared Community of Practice and a better regulated framework.

MedTOWN is an initiative focused on the combined potential of agents of the social and solidarity economy (SSE), citizenship and local authorities to co-produce the social policies that can fight poverty, inequality, social exclusion and environmental unsustainability in the riparian countries of the Mediterranean basin, providing them with tools and connections to help them build local resilience and foster their transition towards becoming more fair, resilient and sustainable societies in the Euro-Mediterranean region.

The initiative is based on Action Research to support the design of effective public policies on the provision of social services. To that effect a series of experimental actions deploying a co-production model will be undertaken and will serve both as effective modalities to increase the effectiveness of social services delivery during the project and as test-monitoring of results for policy design.

The research and analysis will be carried out in-country and regionalized through a Regional Community of Practices and a Regional Research Group who will elaborate studies, papers, seminars, workshops and policy recommendations. A tailored communication strategy will be co-designed with the actors involved both in-country, EU and at regional level, for awareness raising and dissemination.

The overall approach involves:

A. **Demonstrative Actions** in all Countries.
B. Supporting **Pilot Projects** in Greece, Palestine, Jordan and Tunisia to promote joint action from civil society and local government to support local economy and decent employment, responding to unmet needs for goods and services and helping to build trust and social cohesion
C. **Policy support** through study of country’s specific regulatory and legal frameworks, analysis of the results of the actions supported and the creation of sub-regional recommendations and lessons learned that will facilitate the interchange of experience during project development, the replication of actions and strategies in Mediterranean countries, and cross-border cooperation
D. **Monitoring and analysis of the outcomes of the demonstrative actions and pilot projects**. A joint database and platform will be developed, and operationalized through
the Regional Research Group to facilitate the replication, adaptation and implementation of projects and initiatives, as well as inter-cooperation between economic and social agents and institutions, and between countries.

E. Multi-level communication aiming at revealing and clearly explaining, using quantifiable data and different tools, out-of-the-box approaches and perspectives that can lead to greater well-being, resilience and decision-making ability in the communities and regions participating in the project.

The total budget of the project is **3.444.831.73 €** and is funded by 86.50% from the European Neighborhood Instrument (2.979.779.45 €).

The implementation period of the project is **36 months from 05/09/2019 to 04/09/2022**.

The partnership is composed by 9 partner organizations from 6 Mediterranean countries and 9 associate partners.

**Partners**

- **BEN**: Assembly of Cooperation for Peace (ACPP), NGO, Spain
- **P1**: Tier 1 Technology SL (Tier 1 SL), Private Economic Operator, Spain
- **P2**: Scientific Society for Social Cohesion and Development (EPEKSA), No Profit, Greece
- **P3**: Agricultural Development Association (PARC), NGO, Palestine
- **P4**: Jordanian Hashemite Fund for Human Development (JOHUD), NGO, Jordan
- **P5**: Association of Tunisian Women for research on development (AFTURD), No Profit, Tunisia
- **P6**: Campolide Local Authority, Department of Social Services (JFC), Public Adm., Portugal
- **P7**: Palestinian Hydrology Group for Water and Environmental Resources Development (PHG), NGO, Palestine
- **P8**: Department of Social Affairs and Sports, Regional Government of Balearic Islands (CAIB), Public Adm., Spain

**Associates**

- **ASS1**: Municipality of Seville, Spain
- **ASS2**: Andalusian Agency for International Cooperation for Development (AACID), ES
- **ASS3**: Ministry of Labour, Social Insurance and Social Solidarity, Greece
- **ASS4**: Ministry of the Women, Family and Childhood (MFFE), Tunisia
- **ASS5**: Birzeit University, Palestine
- **ASS6**: Environmental Quality Authority (EQA), Palestine
- **ASS7**: Ministry of Social Affairs (MSA), Tunisia

9. **The role of PARC in the project**
PARC has a very vital role in the project. With the help of ACPP will coordinate the implementation of the activities in the WPs 3 and 4. PARC will be responsible for the development of a **Technical Capacity Building Plan**, a **Facilitation Guide** and a **toolkit** that will be shared in the Co-Creation workshops and in the Community of Practice. At the same time PARC, through its external experts and consultants, will provide both on-site and on-line **peer-to-peer support and technical assistance** to the design and development of demonstrative and pilot actions. It will be responsible of **organizing the Training of Trainers Seminars in Seville**, the **International Exchange Event in Spain** and the facilitation of **6 live online discussion events** on the analysis of findings and national recommendations.

With regard to the demonstrative and pilot actions in Palestine, PARC will develop in cooperation with the PHG a solid waste management system in order to promote the design a co-production initiative in composting and recycling with the support of local authorities and SSE actors. Within this framework it will support the development of new actors, based on tailored made market studies on the sector of waste solid management.

With regard to the **pilot action**, it will be responsible for managing the sub-grants (publishing the call of tenders, collecting all the necessary documentation and monitoring its implementation). The intention is to finance solid waste management initiatives. 4 SMEs will be established /granted and market linkages at community and national level will be facilitated by the market facilitator.

**CONTRACT SPECIFICATION**

10. **Contract description**

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**General context**

The contractor will assist PARC in implementing the activities of the Work Package 3 “Social Experimentation on co-production and complementary currencies in the Territories” and WP 4 “Transferring of data into info and knowledge”.

The main aim of WP3 is to provide training and technical support for the design and the implementation of demonstrative actions in the 6 partner countries. It includes a set of training and capacity building activities to local trainers (facilitators) that will act as facilitators for the development of co-production initiatives in their territories. It also includes a set of consulting (mentoring) services as well as peer-to-peer technical support services for the design and
development of co-production initiatives with the use of complementary currencies, with the support of the BEN/ACPP and the P1/Tier 1.

WP4 aims to Monitor & Evaluate (M&E) the socio-economic impacts of the demonstrative actions as well as to enhance the networking and exchange of experiences among the partners, the social policy professionals, the SSE actors, the NGOs practitioners, the policy makers and researchers. Within this context, the contractor will coordinate partners to establish Control Groups in each territory, composed of populations not targeted by the Demonstrative Actions but receiving the same social services, in order to make comparisons on the socio-economic impacts. For this purpose, the contractor will facilitate 6 online discussion / debate events based on the latest findings of the monitoring and evaluation framework. Also, the contractor, with the support of BEN/ACPP, will develop a 3-day Community of Practice International Exchange Event in Spain and a Plan of Exchange of professionals with on-site and on-line visits to demonstrative and/or pilot actions in each territory.

**Detailed description of contracted activities**

The activities that should be implemented are divided in the following parts:

The contractor should implement a series of activities at international level that are related with informal training and capacity building skills of the local trainers-facilitators of the demonstrative actions and pilot projects in the partner countries. Within this context, the following activities and deliver the following outputs:

- **Organisation of 2 Co-creation Training of Trainers (ToT) Workshops in Seville - Activities 3.1.2 & 3.1.4**
  - The duration of the 1st Workshop will be 8-days days (including arrival day, 5 days of training, optional study visits during the weekend to relevant local projects).
  - The duration of the 2nd Workshop will be 4-days will serve to review the implementation of the tools and skills learned previously, their impact locally, and how they could be improved to better serve the co-production process.
  - The contractor should cover all the organisation costs of the workshops (renting of the venue, travel and subsistence allowances or/and fees for the speakers-trainers, basic catering for the participants, etc)

- **Participation to the National Workshops in the 6 countries in order to provide technical support and consulting services for the design and implementation of demonstrative actions - Activities 3.1.3 & 3.1.5**
  - In particular, at least one member of the contractor team should participate in the 2-day technical support missions in each demonstrative action and support
the local trainers-facilitators in transferring their knowledge and skills to their local territories.

- Also, the contractor will provide peer-to-peer support to the local trainers online through the Community of Practice (MedTOWN platform that will be developed through P1/Tier1) for the whole duration of the demonstrative actions and the pilot projects.
- The National Workshops will be organised by each partner country.
- The contractor will be responsible to cover the organisational costs only for the National Workshop in Spain.

- Design and development of the MedTOWN Toolkit which will be the reference document for the entire project - Activity 3.1.6
  - The main focus of the document will be on how to promote SSE and the coproduction of social services, and the promotion of complementary currencies and ecological sustainability. It will seek to favour processes through which the conclusions of the actions undertaken become policy recommendations.
  - The first version of the Toolkit will be provided in English in the 1st ToTs Workshop and it will be updated regularly during the implementation of the project.
  - A final version of the toolkit in English will be provided in the 2nd ToTs Workshop.
  - The Toolkit will be provided in English in digital form and should be at least be 30 pages.
  - The local trainers from each project partner will be responsible for translating the Toolkit to their country language

- Design and development of the MedTOWN Facilitation Guide – Activity 3.1.7
  - The Facilitation guide will be the main tool used by the local facilitators (local trainers) in the National Workshops.
  - The Facilitation Guide will be provided in English in digital form and should be at least be 20 pages

- Assist local trainers-facilitators to establish local, national and regional networks of SSE actors and support him/her to engage their participation to the CoP Platform for the exchange of experiences and best practises - Activity 4.2.1

- Provision of technical support in the same manner both online and on-site (see Activity 3.1.5). Online consultation and monitoring sessions will be provided to each Pilot individually, along with visits - Activity 4.2.2, 4.2.3, 4.2.4 and 4.3.2

- Organisation of 6 live online discussion events with local investigators, SSE practitioners and policy makers - Activity 4.2.5
  - The purpose of the online events is to discuss on the findings of the demonstrative and pilot actions.
  - Each event will last half a day and will be recorded and shared with members of the CoP and more widely, with supportive documentation such as policy briefs or reports
• Organisation of a 3 day CoP International Exchange Event in Spain: “How best to co-produce social services in close collaboration between civil society, professionals and government agencies in the Mediterranean countries” - Activity 4.2.6
  - The event will feature expert discussions, stories from the field, best cases (including Pilot) and policy reflection.
  - It is recommended to be organised together with the 2nd Co-Creation Workshop in Seville or with the Final and combined with the plan of exchange of professionals (see next output).
  - The selection of the participants will be co-decided with the partners of the project.
  - The contractor apart from the organisation cost of the event, should also cover the travel and accommodation costs of at least 2 persons per country (total 12 people)

• Design of an Exchange Plan of Professionals that will build upon visits of small delegations from each partner territory to some of the experiences taking place overseas, such as the Demonstrative Actions (WP3) and the Pilots (WP4) - Activities 4.3.1 & 4.3.3
  - The contractor will design the Plan, focusing on the learning outcomes, advising on participants for maximum benefit and creating feedback and reflection spaces after the visits in the CoP.
  - The contractor will propose ways in which participants can visit at least two of the Demonstrative Actions and one of the Pilots.
  - All participants will visit the one implemented in Sevilla during the second Co-Creation Workshop (WP3) as part of the study on local experiences.
  - Each Partner territory will have a delegation of at least 3 participants to both make and host a visit.
  - All delegations will get as well the chance to “meet” online the actions through thematic presentations of each action in the CoP.

• Participation in the 3 Round tables on monitoring of results. The contractor should participate in the 3 online events (concurrent with Activity 4.2.5) that will be organized by the BEN/ACPP to discuss the findings of the monitoring of both the Demonstrative Actions and the Pilots, within the CoP - Activity 4.3.4

PROVISIONAL TIMETABLE

11. Duration of the contract

The duration of the contract will be from the day of signature until the end of the project 05/09/2022. The contract could be extended only if the project duration is extended after the approval of the MA of the ENI CBC MED Programme. Below it presented an indicative timeplan
for the implementation of the activities, which can be changed and modified according to the progress of the implementation of the project.

12. Indicative Timetable for each activity

<table>
<thead>
<tr>
<th>WP3</th>
<th>Social Experimentation on co-production and complementary currencies in the Territories</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Capacity Building and Technical Service Plan</td>
</tr>
<tr>
<td>3.1.2</td>
<td>Organisation of 8-day Co-creation (ToT) Workshop 1 in Seville</td>
</tr>
<tr>
<td>3.1.3</td>
<td>Organisation of 4-day National Workshops in Spain</td>
</tr>
<tr>
<td>3.1.4</td>
<td>Organisation of 4-day Co-creation (ToT) Workshop 2 in Seville</td>
</tr>
<tr>
<td>3.1.5</td>
<td>2-day technical support in the 6 targeted territories during the NWs</td>
</tr>
<tr>
<td>3.1.6</td>
<td>Development of the MedTOWN Toolkit</td>
</tr>
<tr>
<td>3.1.7</td>
<td>Development of the MedTOWN Facilitation Guide</td>
</tr>
<tr>
<td>3.3</td>
<td>Demonstrative Actions</td>
</tr>
<tr>
<td>3.3.1</td>
<td>Technical support for the design of Demonstrative Actions</td>
</tr>
</tbody>
</table>

4 Transfer of data into info and knowledge

| 4.2 | National Networks of Social and Solidarity Initiative Actors                        |
| 4.2.2 | Technical Support to selected SSE Actors (Pilots)                                  | Start | 7       | End | 36      |
| 4.2.3 | Facilitation of CoP for selected SSE actors                                        | Start | 7       | End | 36      |
| 4.2.4 | Facilitation of online CoP                                                          | Start | 7       | End | 36      |
| 4.2.5 | Organisation of 6 Network discussions on relevant topic of analysis or findings     | Start | 13      | End | 36      |
| 4.2.6 | Organisation of a 3-day CoP International Exchange Event (IEE)                    | Start | 13      | End | 36      |

3 Exchange amongst social services professionals

| 4.3.1 | Development of a Plan of exchange of professionals                                 | Start | 7       | End | 9       |
| 4.3.2 | Peer-to-Peer Support                                                               | Start | 7       | End | 30      |
| 4.3.3 | Development of a plan of peer-to-peer visits to demonstrative and pilot actions     | Start | 13      | End | 24      |
| 4.3.4 | Participation in 3 Round tables (2 online and 1 in IEE) on monitoring of results   | Start | 19      | End | 33      |

PAYMENTS

The payments will be made progressively in 4 phases according to the implementation of the activities. A first payment of 30% of the total value of the contract will be made after the submission of the Work Plan Implementation, a second payment of 30% of the total value of the contract with the completion of the 1st 2nd Co-Creation Workshop, a third payment of 30% with the completion of the 2nd Co-Creation Workshop and 10% with the completion of the activities of the contract.
According to the Palestinian Income Tax Law No. 8 for 2011, for any tenderer that has no residence in Palestine, a 10% of the total value of each payment will be deducted immediately as income tax. PARC will be responsible to deposit this 10% in the income tax office.

CONDITIONS OF PARTICIPATION

13. Participation

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. Participation is also open to international organisations.

14. Number of tenders

No more than one tender can be submitted by a natural or legal person whatever the form of participation (as an individual legal entity or as leader or member of a consortium submitting a tender). In the event that a natural or legal person submits more than one tender, all tenders in which that person has participated will be excluded.

15. Grounds of exclusion

Tenderers will be excluded from participation in the procurement procedures if:

- they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- they, or persons having powers of representation, decision making or control over them, have been convicted of an offence concerning their professional conduct by a judgment of a competent authority which has the force of res judicata; (i.e. against which no appeal is possible);
- they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
they are not in compliance with their obligations relating to the payment of social
security contributions or the payment of taxes in accordance with the legal provisions
of the country in which they are established or with those of the country of the
contracting authority or those of the country where the contract is to be performed;
they, or persons having powers of representation, decision making or control over them,
have been the subject of a judgment which has the force of res judicata for fraud,
corruption, involvement in a criminal organisation, money laundering or any other
illegal activity, where such an illegal activity is detrimental to the EU’s financial interests;
they are currently subject to an administrative penalty.

Contracts may not be awarded to candidates, applicants or tenderers who, during the
procurement or grant award procedures:
are subject to a conflict of interest;
are guilty of misrepresentation in supplying the information required by the contracting
authority as a condition of participation in the contract procedure or fail to supply this
information;
find themselves in one of the exclusion situations for this procurement or grant award
procedure.

16. Sub-contracting

Sub-contracting is allowed in the tender but the contractor will retain full liability towards
the Contracting Authority for performance of the contract as a whole.
Tenderers must give an indication of the proportion of the contract that they intend to
subcontract.
Tenderers are required to identify all subcontractors.
During contract execution, the change of any subcontractor identified in the tender will be
subject to prior written approval of the Contracting Authority.

SELECTION AND AWARD CRITERIA

17. Selection criteria

a. Criteria relating to tenderers

Tenderers (in case of a joint tender the combined capacity of all tenderers and identified
subcontractors) must prove experience in the fields related to this contract, with at least 2
projects delivered in the past 3 years.

The tenderer must also prove experience in:
Social and Solidarity Economics
Complementary currencies and time Banks
Governance and Decision-Making
Technology for SSE
Fundamental human needs and human-scale development
Co-production of social services and tailored made training for the development of co-production initiatives for every demonstrative action and vulnerable group (local authorities, people with low income, young unemployed people, women cooperatives, women victims of gender violence, people with disabilities, people with mental health problems, etc)
Community building
Resilience and sustainability
Systemic thinking and policy
Social eco-innovation
Conflict management

b. Criteria relating to the team proposed by the tenderer:

The tenderer (in case of a joint tender the combined capacity of all tenderer and identified subcontractors) must propose a team in charge of delivering the services, as a minimum nominated Experts with the following profiles:

The Experts nominated must individually meet the following criteria:
- Understanding, speaking and writing in English as demanded with respect to all tasks covered by the Terms of Reference in this tender.
- Group facilitation skills
- Research, analysis and reporting skills
- Communication and teamwork skills.

The Experts nominated must collectively meet the following criteria:
- At least 3 years managing projects or business in social and solidarity economy
- At least 3 years managing international cooperation projects
- Training experience in grassroots and civil society initiatives
- Experience in the design and implementation of social eco-innovation and transition projects
- Knowledge of use and implementation of local currencies, experience participating in related projects
- Design and implementation of ToT in social and ecological sustainability
- Experience in Mediterranean cooperation projects
- Design and management of international Communities of Practice
- Production of teaching and pedagogical materials
- At least 1 year experience working with groups of women or on women’s issues
- Legal aspects / financial management

At least one of the Experts nominated must meet the following criteria:
- Proficient in at least another European language, preferably Spanish or French
- At least 1 year experience working in non-European Mediterranean countries, specifically in MPCs
- At least a Postgraduate diploma on social and solidarity economy

Tenders not fulfilling these minimum criteria will be rejected.

The Technical Proposal shall include CV’s of the nominated Experts. The Tenderer shall be able to certify the information contained in the CV’s for the nominated Experts at PARC’s request.

**18. Award criteria**

Tenders which have passed the exclusion and selection phases will be assessed against the award criteria, which are divided into quality criteria and price.

The tender will be awarded according to the best price-quality ratio. The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points.

Criterion 1: Quality of the offer (80%), including:

- **Sub-criterion 1: Methodology approach (30%)**
  - Coherence with the defined scope and objectives, accuracy, clarity and completeness of the offer.
  - Feasibility of the approach proposed and adequacy of the methodology to the economic, social and environmental challenges in the relative fields of the contract.

- **Sub-criterion 2: Structure of the project team (40%)**
  - Gender-balanced composition of the team
  - Multidisciplinary composition of the team
  - Thematic knowledge and degree of specialization in the fields related to the contract
  - Level and relevance of the personal and collective capacities

- **Sub-criterion 3: Innovative elements (30%)**
  - Quality of participatory methodology for the result presentation/discussions/consultations with stakeholders involved.
  - Introduction of new approaches or technical aspects in line with tasks described above that reinforce the fulfillment of the outcomes.

Criterion 2: Economic Offer: 20%

Economic offers should be in Euro. All the economic offers that exceed the amount of 117,000,00 € (including VAT) will be excluded.
According to the Palestinian Income Tax Law No.8 for 2011 for any tenderer that has no residence in Palestine, a 10% of the total value of each payment will be deducted immediately as income tax. PARC will be responsible to deposit this 10% in the income tax office.

After evaluation of the quality of the tender, the tenders are ranked using the formula below to determine the tender offering best value for money.

A weight of 80/20 is given to quality and price.

Score for tender X = cheapest price / price of tender X * 20 + total quality score (out of 100) for all award criteria of tender X / 100 * 80

| Score for tender | = Cheapest price / Price of tender * 20 + total quality score (out of 100) for all award criteria of tender X / 100 * 80 |

19. Explanations concerning tender documents

Tenderers may submit questions in writing up to 21 days before the deadline for submission of tenders, specifying the publication reference and the contract title, to:

Eng. Amer Abu Fares, Project Coordinator PARC-Palestine
Address: Al Ma’ahed Street, Ramallah, West Bank, Palestine,
Telephone: ++970 2 2963840,
Fax: ++970 2 2963850
E-mail: amer.abufares@pal-arc.org

The contracting authority has no obligation to provide additional information after this date. Any clarification of the tender dossier will be communicated simultaneously in writing to all tenderers at the latest 11 calendar days before the deadline for submitting tenders.

TENDERING

20. Deadline for receipt of tenders

The deadline for receipt of tenders is 15/03/2020.
All tenders should be submitted in English.

The offers should be send in hard copy PARC’s headquarter, 2nd floor, Al Ma’ahed Street, Ramallah – West Bank, Palestine, Telephone: ++9702 2 2963840, Fax: ++970 2 2963850

21. Period of validity of tenders

Tenders must remain valid for a period of 90 days from the deadline for submission of tenders indicated in the contract notice.

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

22. Tender format and details to be provided

The tenderer should present the following duly signed documentation:

- An Expression of Interest to participate in the Tender with the name and surname of the contact person /bidder and postal address and/or e-mail address and Identity Documentation. Template provided in Annex I
- A declaration on honour on exclusion and selection criteria using the template in Annex II
- One Technical Offer with the methodological approach of implementing the activities (detailing phases, methodology, CV’s of the project team, innovative elements)
- One economic offer as Annex III
- CVs of the persons in charge for the provision of services that should fulfil the obligatory selection criteria of art. 17
- Proven experience according to art. 17

SUBMISSION OF TENDERS

23. Sealing, marking and submission of tenders

The complete tender must be submitted in one original copy.

The technical and financial offers must be placed together in a sealed envelope. The envelopes should then be placed in another sealed envelope/package, unless their volume requires several envelopes/packages.

All tenders must be sent to the contracting authority before the deadline for submission of tenders specified in section 20.
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\(^1\), to:

\[\textit{Al Ma’ahed Street, Ramallah – West Bank, Palestine}\]

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:

\[\textit{Al Ma’ahed Street, Ramallah – West Bank, Palestine}\]

The contracting authority may, 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 effective date of approval of the short-list report or of the evaluation report, if accepting applications or tenders that were submitted on time but arrived late would considerably delay the evaluation procedure or jeopardise decisions already taken and notified.

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 “PARC – 8 – 2020: Provision of consulting, mentoring and training services for the implementation of the project MedTOWN”
(c) the words ‘Not to be opened before the tender opening session’ in the language of the tender dossier and <equivalent phrase in the local language>;
(d) the name of the tenderer.

\[\textbf{24. Extension of the deadline for submission of tenders}\]

The contracting authority may, on its own discretion, extend the deadline for submission of tenders when issuing a modification. In such cases, all rights and obligations of the contracting authority and the tenderer regarding the original date specified in the contract notice will be subject to the new date.

\[\textbf{25. Late tenders}\]

All tenders received after the deadline for submission specified in these instructions will be kept by the contracting authority.

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\(^1\) It is recommended to use registered mail in case the postmark would not be readable.
No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

26. Alteration or withdrawal of tenders

Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline.

Any such notification of alteration or withdrawal shall be prepared and submitted in accordance with point 9 of the instructions to tenderers. The outer envelope (and the relevant inner envelope if used) must be marked ‘Alteration’ or ‘Withdrawal’ as appropriate.

OPENING AND EVALUATION OF TENDERS

27. Opening of tenders

The opening session should be held at least one week after the deadline for submission of tenders.

Tenders will be opened in public session by the appointed committee on the following date and venue:

Monday 23rd March 2020

PARC’s building 1st floor – Al Ma’ahed Street – West Bank - Ramallah – Palestine

The committee will draw up minutes of the meeting, which shall be available to tenderers on request.

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

In the case that at the date of the opening session some tenders have not been delivered to the contracting authority but their representatives can show evidence that they have been sent on time, the contracting authority will allow them to participate in the first opening session and inform all representatives of the tenderers that a second opening session will be organised.

28. Evaluation of tenders

The contracting authority reserves the right to ask a tenderer to clarify any part of the offer that the evaluation committee may consider necessary for the evaluation of the offer. Such requests and the responses to them must be made in writing. They may in no circumstances alter or try to change the price or content of the tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders. The contracting authority reserves the right to check information submitted by the tenderer if the evaluation committee considers it necessary.
The evaluation of tenders will be conducted according to Section 19.

**Examination of the administrative conformity of tenders**

The evaluation committee will check that each tender:

- has complete documentation and information;
- substantially complies with the requirements of these tender documents.

**Examination of the selection criteria**

The evaluation committee will check whether the tenderers meet the eligibility and selection criteria.

**Technical evaluation**

The evaluation committee will analyse the tenders' technical conformity in relation to the technical specifications, classifying them technically compliant or non-compliant.

**Financial evaluation**

Once the technical evaluation has been completed the evaluation committee checks that the financial offers contain no arithmetical errors.

**Award criterion**

The tender will be awarded according to the best price-quality ratio.

**29. Correction of errors**

Possible errors in the financial offer 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 prevail;

The amount stated in the tender will be adjusted by the evaluation committee in the event of error, and the tenderer will be bound by that adjusted amount.

**CONTRACT AWARD**

**30. NOTIFICATION OF AWARD, CONTRACT CLARIFICATIONS**

Prior to the expiration of the period of validity of tenders, the contracting authority will notify the successful tenderer, in writing, that its tender has been selected and draw its attention to any arithmetical errors corrected during the evaluation process.

Documentary evidence required from the successful tenderer:
Before the contracting authority signs the contract with the successful tenderer, the successful tenderer must provide the documentary proof or statements required under the law of the country in which the company (or, for consortia, each of the companies) is established, to show that it does not fall into any of the exclusion situations listed in Section 15 of the practical guide. This evidence, documents or statements must carry a date, which cannot be more than one year before the date of submission of the tender. In addition, a statement must be furnished stating that the situations described in these documents have not changed since then. The above-mentioned documents must be submitted for the tenderer, every member of a joint venture/consortium, all subcontractors providing more than 10% of the works and every supplier providing more than 10% of the works. For any other subcontractor or supplier, the successful tenderer must submit a declaration from the intended subcontractor or supplier that it is not in one of the exclusion situations. In the event of doubt on this declaration of honour, the contracting authority must request documentary evidence that they are not in a situation of exclusion.

If the successful tenderer fails to provide this documentary proof or statement within 15 calendar days following notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In this case, the contracting authority may award the tender to the next lowest tenderer or cancel the tender procedure.

After the contract has been signed, the contracting authority will promptly notify the other tenderers that their tenders have not been successful.

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.

31. Contract signing

Within 30 days of receipt of the contract already signed by the contracting authority, the selected tenderer must sign and date the contract and return it to the contracting authority. On signing the contract, the successful tenderer will become the contractor and the contract will enter into force.

If it fails to sign and return the contract 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 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.
32. Cancelation of the tender procedure

In the event of a tender procedure's cancellation, 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 where:

- the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal execution of the project impossible;
- all technically compliant tenders exceed the financial resources available;
- there have been irregularities 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 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 informed of the possibility of damage. The publication of a procurement notice does not commit the contracting authority to implement the programme or project announced.

33. Data Protection

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as names, contact details and CVs), they will be processed² 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 in Partner Countries outside the EU and as the EU, represented by the European Commission, 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 complying with its obligations under the applicable legislative framework and under the financing agreement concluded between the EU and the Partner Country with regard to this tender procedure. Details concerning processing of your personal data 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 details of the processing and communicate the above mentioned privacy statement to them.

34. Appeals
Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint within 5 days after the announcement of the results.

35. Operational language
All written communications for this tender procedure and contract must be in English.

36. Information for the tender documents
For any question related to the above Terms of reference and activities, tenderers may contact to:

Mr Amer Abu Fares, Project Coordinator PARC-Palestine
Address: Al Ma’ahed Street, Ramallah, West Bank, Palestine,
Telephone: ++9702 2 2963840,
Fax: ++970 2 2963850

\(^3\) This link will lead you to the ‘privacy statement’ published as annex A13 to the practical guide general annexes.
E-mail: amer.abufares@pal-arc.org