Skopje, 07.03.2022

INVITATION TO TENDER

Application of existing logos,

supply and production of branded visibility materials

This is an invitation to tender for the above-mentioned service contract. Please find enclosed the following documents, which constitute the **Tender Dossier**:

A. Contract notice

B. Instructions to tenderers

C. Draft contract

D. Terms of reference

E. **Service tender submission form** (*To be submitted by the tenderer as the standard application form using the template provided Annex I)*

F. **Financial offer form** (*To be submitted by the tenderer as the financial offer using the template provided Annex II*)

We look forward to receiving your tender, which has to be sent no later than the submission deadline at the e mail address specified in the instructions to tenderers.

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

Mila Jovanovska

President

A: SERVICE CONTRACT NOTICE

1. **Procedure:** Open procedure
2. **Contract title:** *Application of existing logos, supply and production of branded visibility materials*
3. **Financed from:** *the European Union, represented by the European Commission*
4. **Contracting Authority:** *Association for sustainable development and environmental protection Go Green*
5. **Work base:** Kukushka 4a Skopje North Macedonia

CONTRACT SPECIFICATION

6. **Nature of contract:** Global based

7. Contract description: Go Green is requiring the effective provision of design, supply and production of branded visibility materials, utilising already existing logos. A detailed description of this assignment is provided in the Terms of References (Part D of the Tender Dossier).

8. Number and titles of lots: Sole lot

9. Maximum budget available: 404 957 MKD

CONDITIONS OF PARTICIPATION

10. Eligibility: Participation in this tender procedure is open to all legal persons (Companies), that are duly registered and perform this type of activity in North Macedonia.

11. Number of tenders: No more than one tender can be submitted by a tenderer participating either on their own or as member of a consortium. In the event that a tenderer submits more than one tender, all tenders in which the eligible entity has participated will be excluded.

12. Sub-contracting: Sub – contracting is not allowed.

13. Grounds for exclusion: As part of the tender, tenderers must submit a signed declaration, included in the tender form, to the effect that they are not in any of the listed exclusion situations.

PROVISIONAL TIMETABLE

14. Provisional commencement of the contract: 01.04.2022.

SELECTION AND AWARD CRITERIA

15. Selection criteria

Selection criteria: The following selection criteria will be applied to the tenderers.

1. Qualifications and professional experience of the tenderers.

The objective of this criteria is to examine whether or not the tenderer:

- Has the professional qualification, experience and capacities appropriate to this contract as per the qualification and experience requirements set in the TORs as follows:

- Minimum of 3 years of experience in production of visibility materials.
- Demonstrated technical capacities for the design and production of the visibility materials. To demonstrate technical capacities, the applicant should provide electronic (photo) samples of previously produced visibility materials when applying.
- Legal entities must be duly registered for this kind of activity.

2. Financial offer

- The objective of this criterion is to examine if the financial offer submitted by the tenderers for the implementation of this contract aligns with the quality of the tender and is within the upper limit of budget available for this contract.

16. Award criteria:

The most economically advantageous tender is the technically compliant tender with the best price-quality ratio, determined by the results of the technical and financial evaluation in accordance with the weightings on 60/40 basis, as per the following:

Technical Offer – 60% of total evaluation:

Experience – max points: 30 %

Portfolio (including previous samples) – max points: 30 %

Financial Offer – 40% of the total evaluation.

TENDERING

17. Deadline for receipt of tenders: 21.03.2022, 00:00h.

18. Tender format and details to be provided: Tenders must be submitted using the standard tender form provided in this tender dossier. To prepare their tender, Tenderers must strictly follow all the instructions indicated at "*Instructions to Tender*" and "Terms of References" including the annexes, part of this tender dossier.

19. How tenders may be submitted: Tenders must be submitted in English exclusively to the contracting authority: **Go Green** and be sent to the following email address: info@bidizelen.org

Tenders submitted by any other means will not be considered.

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

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

21. **Alteration or withdrawal of tenders:** Tenderers may alter or withdraw their tenders by electronic notification sent in the same email address mentioned in point 19, prior to the deadline for submission of tenders. No tender may be altered after this deadline.

22. Offer validity period: The offer validity period is 90 (ninety) days from the deadline for submission of tenders.

23. Legal basis:

- PRAG procurement rules, dated December 2021

B: INSTRUCTIONS TO TENDERERS

When submitting their tenders, tenderers must follow all instructions, forms, terms of reference and relevant annexes, draft 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.

1. Services to be provided

The services required by the Contracting Authority are described in the terms of reference (part D of the tender dossier) and form an integral part of this Contract.

2. Timetable

	DEADLINE	TIME*
Deadline for requesting clarification from the contracting authority	**Up to 5 (five) working days before the deadline for submission of tenders**	14.03.2022 17:00h
Last date for the contracting authority to issue clarification	**At the latest 2 (two) working days before the deadline for submission of tenders**	17.03.2022 17:00h
Deadline for submitting tenders	**21.03.2022**	**00:00**

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

3. Participation, qualification and subcontracting

a) **Participation:** Participation in this tender procedure is open to all legal persons (Companies), that are duly registered and perform this type of activity in North Macedonia.

b) **Qualification:** Upon meeting the selection criteria.

c) **Sub – contracting:** Sub - contracting is not allowed.

4. Content of tender.

The tender must include a technical offer and a financial offer.

4.1. Technical offer

The technical offer must include the following documents:

1. **Tender submission form according the template given in the tender dossier (ANNEX I of the tender dossier), including:**
   a. **"STATEMENT",**
   b. **"DECLARATION ON HONOUR ON EXCLUSION CRITERIA",**
   c. **"FINANCIAL IDENTIFICATION FORM"**

   ***** *The above-mentioned form to be completed signed and stamped by the tenderers.*

   2. **The evidences to support the selection criteria** set in the Terms of Reference part D of the tender dossier as follows:

The potential tenderer must submit:

- Portfolio (Company profile) in English language, of the service provider, demonstrating the minimum requested previous work in the relevant field. The portfolio needs to include the electronic (photo) samples of previously produced visibility materials, as well as a list of clients to which the applicant has provided similar services (the prices are not required).
- Scanned copy of the Registration Certificate

Documentary proof should be scanned copies of the original.

Statements must be scanned copies of the originals. Tenderers are reminded that the provision of false information in this tender procedure may lead to the rejection of their tender.

4.2. Financial offer

The financial offer (ANNEX II) must be presented as a total amount in MKD, broken down in price per unit as well.

Tenderers are reminded that:

- The total maximum budget available to this contract is 404 957 MKD.
- Payments under this contract will be made in the currency of the tender (MKD).
- The potential tenderers should include in their financial offer the price per unit and the total value (VAT excluded).

Offers, all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be in English. Supporting documents furnished by the tenderer may be in another language. Failure to fulfil the requirements of these clauses will constitute an irregularity and may result in rejection of the tender.

5. Additional information before the deadline for submitting tenders

Tenderers may submit questions to the following email address:
info@bidizelen.org **up to 5 (five) working days before the deadline for submission of tenders, specifying the contract title.** The contracting authority has no obligation to provide

clarification after this date. The contracting authority must respond to request for clarifications **at the latest 2 (two) working days after receiving them.**

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.

- Information meeting: No information meeting is foreseen.

6. Submission of tenders

Tenders must be sent to the contracting authority within the given deadline in point 2 "Timetable" of Instructions to tender. They must include the requested documents specified on clause 4 above and be sent to the following email address:
info@bidizelen.org

Tenders submitted by any other means will not be considered. All tenders submitted after the above given deadline shall be rejected.

7. 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.

8. Ownership of tenders

The contracting authority retains ownership of all tenders received under this tendering procedure.

9. Evaluation of tenders

9.1 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 set 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 report.

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.

9.2 Evaluation of technical offers

The quality of each technical offer will be evaluated in accordance with the award criteria. No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in the Terms of Reference.

9.3. Evaluation of financial offers

Upon completion of the technical evaluation the financial offers will be evaluated in accordance with the award criteria. Financial offers exceeding the maximum budget available for the contract are unacceptable and will be eliminated.

Any arithmetical errors are corrected without penalty to the tenderer.

Amounts corrected will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

10. Choice of selected tenderer / Award Criteria

The sole award criterion is the price. The contract will be awarded to the lowest price among technically compliant tenderers.

The most economically advantageous tender is the technically compliant tender with the best price-quality ratio, determined by the results of the technical and financial evaluation in accordance with the weightings on 60/40 basis, as per the following:

Technical Offer – 60% of total evaluation:

– Experience – max points: 30 %

– Portfolio (including previous samples) – max points: 30 %

Financial Offer – 40% of the total evaluation.

11. Amending or withdrawing tenders

Tenderers may amend or withdraw their tenders by e mail referring to the above given email address prior to the deadline for submitting tenders. The subject of the email must be 'Amendment….' or 'Withdrawal…' as appropriate. Tenders may not be amended after this deadline.

12. 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 evaluation reports and written records are for official use only and may be not communicated to the tenderers.

13. Ethics clauses / Corruptive practices

a) <u>Absence of conflict of interest</u>

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.

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, 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).

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

d) 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.

e) 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 Contractor Authority 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. 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.

14. Signature of contract

14.1. Notification of award

The successful tenderer will be informed by electronic means that its tender has been accepted.

The other tenderers will, at the same time as the notification of award is issued, be informed that their tenders were not retained, by electronic means, including an indication of the reason. 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 awarded tenderer.

The contracting authority will furthermore, at the same time, also inform the remaining unsuccessful tenderers.

14.2. Signature of the contract/ Implementation

After the expiry of the appeal period (in cases when no appeals have been submitted) or after the end of appeal process if the award decision has not been subject to changes deriving from appeal

process and upon confirmation of availability the Contracting Authority will invite the successful tenderer to sign the contract.

Failure of the selected tenderer to comply with this requirement and/or availability may constitute grounds for annulling the decision to award the contract. In this event, the contracting authority may decide to award the contract to the second best tenderer or cancel the tender procedure.

Should the Contracting Authority learn that a tenderer has confirmed the availability and signed the contract although the tenderer has deliberately concealed the fact of unavailability for the start and the implementing of the contract, the Contracting Authority may decide to terminate the contract.

15. 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.

16. Appeals

Tenderers believing that they have been harmed by an error or irregularity allegedly committed as part of a selection procedure or that the procedure was vitiated by any maladministration may file a complaint which should be sent electronically to the Contracting Authority in the same e mail address tenders were submitted ***up to 3 days after receiving evaluation results.*** The

Contractor Authority should respond to the tenderer by electronic means too at the latest 2 (two) days after receiving the compliant.

C: DRAFT CONTRACT FOR
Application of existing logos,

supply and production of branded visibility materials

This Service contract, the "Contract", is signed on 01/ 04/ 2022 by and between:

1. The **Association for sustainable development and environmental protection Go Green**, duly established and organized under the laws of North Macedonia, under registration number 6562450 having its registered address and Office at Kukushka 4a Street, in Skopje, legally represented by the President of Go Green, Mila Jovanovska, adult, with full legal capacity to act, hereinafter referred to as the "*Contracting authority*"

on the one part

and

2. **[*insert name of the company***], a company incorporated under the laws of [*insert name of the country*], having its registered office at: [*address*], registered with the unique registration number [*insert No*.] legally represented for the purposes of the signature of this Contract by [insert the full name of the legal representative], [*insert the tittle of the legal representative*], adult, with full legal capacity to act, hereinafter referred to as the "*Service provider*" or the "*Contractor*".

on the other part,

Hereinafter referred to individually as the "Party" and collectively the "Parties

By signing this Contract, the Service provider confirms that it has read, understood and accepted the Contract and all its terms and conditions.

Preamble

This Contract is funded by the European Union, represented by the European Commission

Article 1

Subject of the Contract

The subject of the Contract is the Application of existing logos, supply and production of branded visibility materials

Article 2

Scope of Work

1. The Service Provider shall provide:

    - apply of the existing logos, supply and production of branded visibility materials.
2. The tasks and responsibilities of the Service provider, further detailed in the Terms of reference, integral part of and attached to this Contract, include, without limitation, the following activities (collectively referred to as the "services"):
    - Applying of the existing logos with variations based on the type of visibility materials;
    - Production of printed visibility materials as per below specification and quantity;
    - Delivery of visibility materials to Go Green premises located in Kukushka street, No 4 Skopje

Article 3

Term

1. The present Contract shall enter into force on April 1st, 2022 until December, 31st 2022.

2. The execution of the tasks may under no circumstances begin before the date on which the Contract enters into force.

Article 4

Rights and Obligations of the Service Provider

1. The Service provider shall perform the :
    - Applying of the existing logos with variations based on the type of visibility materials;

- Production of printed visibility materials as per below specification and quantity;
- Delivery of visibility materials to Go Green premises located in Kukushka street, No 4 Skopje

2. The Service provider has to devote its full working capacity in the performance of the duties and tasks, and must abstain from anything which may jeopardize the Contracting Authority interests or reputation.

3. The Service provider is liable for any damage that may be caused due to the quality of Services provided to the Contracting Authority during the term of the present Contract.

4. The Service provider shall have sole responsibility for the staff who execute the tasks under this Contract.

5. In signing the present Contract, the Service provider agrees that it will not hold the Contracting Authority liable in any way for alterations in the scope of work that may be made by the above-mentioned parties.

6. Violation of the provisions set in this Article by the Service provider shall be deemed severe violation of the service commitment and might result in the immediate dissolution of the Contract and/or indemnification as designated by the Contracting Authority.

Article 5

Obligations of the Contracting Authority

1. Go Green shall:
   i. provide the necessary support in order to achieve the services under this Contract;
   ii. monitor the performance and quality of work of the Service provider;
   iii. Provide feedback and guidance; and
   iv. Communicate on a regular basis with the Supplier.

2. At its sole discretion, the Contracting Authority reserves the right to intervene, review or make any changes to the services mentioned in Article 2, at any time, as may be necessary. The Service provider shall accept any such changes or revisions and comply with the new requirements presented by Go Green within the set deadlines.

Article 6

Price of Contract and Payments Modality

1. For the provision of the cleaning services under this Contract, the Contracting Authority shall pay the Service provider a monthly fee of four hundred four thousand nine hundred fifty-seven denars, VAT excluded.

2. In order for the Contracting Authority to execute the payment the Service provider shall submit the monthly invoice specifying all the tasks executed.

3. The Contracting Authority shall execute the payment of the monthly fee 30 (thirty) days after submission of the respective invoice as well as the description of all the tasks executed and materials supplied.

4. the Contracting Authority shall execute the payments in MKD to the following bank account:

   i. *Bank account holder name:* *[insert designation of the bank account holder]*
   ii. *Bank name:* *[insert the designation of the bank]*
   iii. *Address of the bank:* *[insert the address of the bank]*
   iv. *Currency:* *MKD*

Article 9

Reimbursement of Expenses

the Contracting Authority shall not reimburse any expenses related to the costs of purchasing equipment or other material needed and used by the Service provider during the execution of this Contract.

Article 10

Performance of the Contract

1. The Service provider must perform the Contract to the highest professional standards with all due care, skill and diligence. Timely provision of the Services is of the essence of the Contract.

2. If the Service provider cannot fulfil its obligations, it must immediately inform the Contracting authority.

Article 11

Suspension of the Contract

1. The Contracting authority may suspend implementation of the Contract or any part of it, if the Service provider is not able to fulfil its obligation to carry out the supply required.

2. The Contracting authority must formally notify the Service provider of its intention, include the reasons why and invite it to submit any observations within 10 (ten) days of receiving notification. If the Contracting authority does not accept these observations, it will formally notify confirmation of the suspension.

3. The suspension will take effect on the date the notification is sent by the Contracting Authority.

4. If the reasons for suspending the implementation of the Contract are no longer valid, the suspension may be lifted and implementation may be resumed.

Article 12

Termination of the Contract

1. The Contracting Authority may at any moment terminate the Contract if the Service provider:
    a) is performing its obligations poorly,
    b) is not performing; or
    c) has committed substantial errors, irregularities or fraud.

2. The Contracting Authority must formally notify the Service provider of its intention, include the reasons why and invite it to submit any observations within 10 (ten) days of receiving notification. If the Contracting authority does not accept these observations, it will formally notify confirmation of the termination. The termination will take effect on the date the notification is sent by the Contracting authority.

3. The Service provider may at any moment terminate the Contract if s/he/it is not able to fulfil their obligations in carrying out the work required. The Service provider must formally notify the Contracting authority and include the reasons by giving 10 (ten) days' notice. The termination will take effect on the date the Contracting Authority will formally notify confirmation of the termination.

Article 13

Audit

The Service provider agrees to maintain financial records, supporting documents, statistical records and all other records in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the supply and delivery of deliverables under this Contract. The Service provider shall make all such records available to the Contracting Authority or its designated representative at all reasonable times until the expiration of 2 (two) years from the date of final payment, for inspection, audit, or reproduction. On request, employees of the Service provider shall be available for interview.

Article 14

Applicable Law and Dispute settlement

1. This Contract is governed and construed by the laws of North Macedonia.

2. Any dispute, controversy or claim arising out of or in connection to this Contract, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.

3. If an amicable solution to a dispute arising from the application of this Contract with regard to its interpretation or application has not been reached within 30 (thirty) days from the commencement of such negotiations, the complaining party may appeal to the competent court in North Macedonia.

Article 15

Independent Contractor

1. The Service provider shall perform the tasks and responsibilities under this Contract as an independent contractor and not as an employee, partner, or agent of the Contracting Authority.

2. The Service provider shall have sole responsibility for the staff who execute the tasks assigned to it.

Article 16

Taxes

The Service provider is solely and exclusively responsible for paying income taxes, health and social contributions, as well as other obligations in compliance with the tax requirements and legislation.

Article 17

Amendment

Amendments to this Contract may be done only in written by consent from both parties. The party receiving the request must formally notify its agreement or disagreement, within 5 (five) days of receiving notification.

Article 18

Assignment

1. The Service provider shall not assign or subcontract the Contract or any work under this Contract in part or all, unless agreed upon in writing in advance by the Contracting Authority.

2. Any subcontract entered into by the Service provider without approval in writing by the Contracting Authority may be cause for termination of the Contract.

3. In certain exceptional circumstances by prior written approval of the Contracting Authority, specific jobs and portions of the Contract may be assigned to a subcontractor. Notwithstanding the said written approval, the Service provider shall not be relieved of any liability or obligation under this Contract nor shall it create any contractual relation between the subcontractor and the Contracting Authority.

4. The Service provider remains bound and liable there under and it shall be directly responsible to RYCO for any faulty performance under the subcontract.

5. The subcontractor shall have no cause of action against Go Green for any breach of the subcontract.

Article 19

Confidentiality

All information which come into the Service provider's possession or knowledge in connection with this Contract is to be treated as strictly confidential. The Service provider should not communicate such information to any third party without the prior written approval of the Contracting Authority. These obligations shall survive the expiration or termination of this Contract.

Article 20

Severability

If any provision of this Contract shall become invalid, illegal or unenforceable, such provision shall be become null and void; nevertheless, all other provisions of this Contract shall remain in full force.

Article 21

Entirety

1. The Contract shall be interpreted by considering its terms and conditions as an entirety. Any clause or wording that may create uncertainty must be viewed in the context of the entire Contract and in the view of the purposes that caused both Parties to enter into this Contract.

2. This Contract covers all arrangement between the Parties, related to the object herein and substitutes all and any previous agreements and understandings between the Parties, whether written or verbal.

Article 22

Notices

1. All communication by and between the Service provider and the Contracting Authority concerning the execution of this Contract shall be directed to *Mila Jovanovska*, for Go Green, to the following e-mail address: *info@bidizelen.org* and to [*insert name of the representative*] on behalf of the Service provider, to the following email address [*insert email address*].

2. Both Parties undertake to notify immediately one another of any changes in their registration, residence, legal representation or any other changes which may have an impact on the execution of present Contract and on their professional relationship.

Article 24

General Provisions

The language of the written correspondence between the Parties shall be in English.

None of the Parties shall be responsible to the other for any delay in the fulfilment of its obligations herein, if this delay is caused by a *Force majeure*. However, this Force majeure clause applies only if the events take place after the signature of this Contract, so that it makes impossible or unduly burdensome for one of the Parties to fulfil its obligations.

3. The entire Agreement between the Parties is composed of the following:
   i) Contract,
   ii) Terms of reference, and
   iii) Financial offer.

This Contract is done in English in 3 (three) originals documents, 2 (two) for the Contracting Authority and 1 (one) for the Service Provider.

For the Contracting authority:	**For the Service Provider:**
Ms. Mila Jovanovska	*Mr. /Ms.* [*name/surname*]
President	*Title*
Go Green	*Company name*

Terms of Reference - Request for supply

Application of existing logos,

supply and production of branded visibility materials

Reference:
for the purpose of the project Clean AirDrom – Zero Solid Waste in Municipality of Aerodrom

Main beneficiaries:

- the Coordinator – Municipality of Aerodrom,
- the co-beneficiary Centre for support to businesses „Omnium Coaching and Training LTD" Skopje; and the
- co-beneficiary Association for sustainable development and environmental protection Go Green;

Financing institution: the European Union, represented by the European Commission

Available budget: 404,957 MKD

1. **Context**

This action aims to set up an innovative solid waste management system for the Municipality of Aerodrom in Skopje, North Macedonia, strengthen capacities of municipal staff, include the vulnerable groups engaged in informal waste picking and raise the awareness of people and legal entities to start utilizing it. In the process it will benchmark a successful best practice from the EU, from the city of Ljubljana, Slovenia.

2. **Purpose of visibility materials**

- To build awareness about the project activities and project achievements among target audiences,
- To build awareness of the opportunities among the target groups;
- To strengthen the coordinator's and both co-beneficiaries' image and partnership with the EU;
- To ensure compliance with EU visibility requirements in all project materials and project activities
- To ensure that partners/beneficiaries and the target group are aware of the EU support the project

3. **Required services**

Based on already existing logos related to the project coordinator and both beneficiaries, the co-beneficiary Go Green, on behalf of the coordinator and the other co-beneficiary is seeking the services of legal entities that will provide: apply of the existing logos, supply and production of branded visibility materials.

The contractor will be requested to provide the following:

- Applying of the existing logos with variations based on the type of visibility materials;
- Production of printed visibility materials as per below specification and quantity;
- Delivery of visibility materials to Go Green premises located in Kukushka street, No 4 Skopje

All materials produced for must include as a minimum the already existing logos of the mentioned coordinator and two (2) beneficiaries, adding the the emblem of the European Union.

When applying, the applicant should provide a digital preview of the visibility promotional materials (catalogue), as a way to demonstrate capacity to produce such materials. The applicant should also provide most recent list of clients to which the applicant has provided similar services.

Before the production is launched, the winning applicant is obliged to present a sample or specimen of materials to produce as part of this assignment, in order to obtain a final approval for production.

4. **Required deliverables and delivery dates:**

No.	Item	Quantity	Specification	Deadlines and Delivery Dates
1.	Branded Notebooks	2000	Dimensions: A5 / 14.4 x 21.4 cm. Material: recycled Elastic closure if possible	30 days from the contract signing
2.	Branded pens	2000	Material: recycled	
3.	Banners	4	Roll up banners	

4.	Design	1	Adapt and prepare for print the proposed design to the materials	

5. **Price List**

Applicants should indicate the unit prices for each of the products, as well as prices for the total quantity of each of the items, as per the above-stated quantities.

Prices must be expressed in MKD no VAT included, since the project is VAT exempted.

The overall cost of the service should not exceed 404,957 MKD.

6. **Requirements of the contracting authority**

GO GREEN reserves the right to reject the delivered products if damaged or non-compliance with the order is stated within 48 hours from delivery. The materials must be properly packed and protected against any damage.

7. **Reporting requirements**

The contractor (winning applicant) will report to Go Green. Go Green designated staff in charge will regularly communicate with the contractor and provide feedback and guidance on its performance and all other necessary support to achieve objectives of the assignment, as well as remain aware of any upcoming issues related to contractor's performance and quality of work. All activities and deliverables undertaken by the contractor shall be discussed and agreed in consultation with Go Green.

8. **Payment**

The contractor (winning applicant) will be invited to sign a supply contract with Go Green. The Contract will be realized in MKD and the Payment will be performed in one single installment, upon confirmation of delivery of the services.

The related payment will be done within 30 days upon submission of the invoice.

9. **Copyrights**

The copyrights of the work conducted during the assignment shall remain as property of the project Clean AirDrom – Zero Solid Waste in Municipality of Aerodrom.

10. **10. Required Qualifications and Experience of the applicant**

- Minimum of 3 years of experience in production of visibility materials.
- Demonstrated technical capacities for the design and production of the visibility materials. To demonstrate technical capacities, the applicant should provide electronic (photo) samples of previously produced visibility materials when applying.
- Legal entities must be duly registered for this kind of activity.

11. **Award criteria**

The most economically advantageous tender is the technically compliant tender with the best price-quality ratio, determined by the results of the technical and financial evaluation in accordance with the weightings on 60/40 basis, as per the following:

Technical Offer – 60% of total evaluation:

– Experience – max points: 30 %

– Portfolio (including previous samples) – max points: 30 %

Financial Offer – 40% of the total evaluation.

12. **Evidences and supporting documents**

- **Portfolio (Company profile)** in English language, of the service provider, demonstrating the minimum requested previous work in the relevant field. The portfolio needs to include the electronic (photo) samples of previously produced visibility materials, as well as a **list of clients** to which the applicant has provided similar services (the prices are not required).
- Scanned copy of the **Registration Certificate**

13. **Deadline**

- **Deadline** for submitting is ten working days (21.03.2022) via email to info@bidizelen.org with subject: Offer for promotional materials “Clean AirDrom”

More info : info@bidizelen.org

E: ANNEX I

SERVICE TENDER SUBMISSION FORM

Contract title: Application of existing logos, supply and production of branded visibility materials

Financed from: the European Union, represented by the European Commission

Please supply one signed and stamped ***tender including completed signed and stamped statement, declaration on honour on exclusion criteria, and financial identification form.*** *All data included in this application must concern only the entity making the tender.*

1 SUBMITTED by (i.e. the identity of the tenderer)

Insert: Full official name of the Company	
Insert: Name of the legal representative of the Company	
Insert: Full official address of the Company	

1.1 CONTACT PERSON/s (for this tender)

Name	
Address	
Telephone	
e-mail	

Name	
Signature	

Stamp	
Date	

2. TENDERER'S STATEMENT

<u>As part of their tender, each Company identified under point 1 of this form, must submit a signed statement form using the following format.</u>

STATEMENT

I, the undersigned, hereby declare that I have examined and accept without reserve or restriction the entire contents of the tender dossier for the tender procedure referred to above.

1. I offer to provide the services requested in the tender dossier in accordance with Terms of reference and other conditions and requirements stated in the tender dossier without reserve or restriction.
2. I present this tender on the basis of the following documents, submitted attached to this form, in response to your requirements stated in "Instructions to Tenderers" and "Terms of Reference", which comprise my technical offer, and financial offer,

List the documents submitted attached:

- ❑ _____
- ❑ _____
- ❑ _____

1. The price per unit of my offer is _____ (insert price per unit in numbers and words) MKD.
2. The total price of my offer is: _____ (insert total price in numbers and words) MKD.

- In my offer VAT and all applicable taxes are excluded.

3. I am making this tender in my own right. I confirm, as capacity-providing entity to be jointly and severally bound in respect of the obligations under the contract.

4. I state that I have the technical and professional capacity referring to this call of tender for performing the contract according to the Terms of Reference and other conditions set for this tender by the Contractor Authority.
5. I understand that if I fail to comply with contract obligations the award may be considered null and void.
6. I agree to abide accordingly to the Terms of Reference and instructions to tenderers requirements and conditions.
7. In particular, I fully agree to abide to the stipulations settled in point 12: Ethic Clauses/Corruptive practises and I have no conflict of interests or any equivalent relation which may distort competition with other tenderers or other parties in the tender procedure at the time of the submission of this tender. Furthermore, I have not been involved in the preparation of the project which is the subject of this tender procedure.
8. I will inform the contracting authority immediately if there is any change in the above circumstances at any stage during the implementation of the tasks. I also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other potential contracts.
9. I note that the contracting authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.
10. I declare that I am not in a situation of unavailability and I am able and willing to work for the whole period scheduled to implement the tasks set out in the Terms of Reference. if this tender is successful.
11. I acknowledge that I have no contractual relations with the Contracting Authority and in case of dispute concerning my contract with the Contractor I shall address myself to the latter and/or to the competent jurisdictions.

Name	
Signature and stamp	
Date	

3. TENDERER DECLARATION ON HONOUR ON EXCLUSION CRITERIA

<u>As part of their tender, each legal entity identified under point 1 of this form, (each consortium member if applicable) must submit a signed declaration on honour on exclusion criteria stating that they are not in any of the exclusion situations using the following format:</u>

DECLARATION ON HONOUR ON EXCLUSION CRITERIA

I, the undersigned, hereby declare that I am are not in any of the exclusion situations listed below:

SITUATION OF EXCLUSION

a) It is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;

b) It has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;

c) It has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibity where such conduct denotes wrongful intent or gross negligence including in particular any of the following:
   - Fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
   - Entering into agreement with other persons with the aim of distorting competition.
   - Violating intellectual property rights;
   - Attempting to influence the decision-making process of the contracting authority during the award procedure;
   - Attempting to obtain confidential information that may confer upon it undue advantages in the award procedure***;***

d) It has been established by a final judgement that the person is guilty for fraud, corruption, involvement in a criminal organization, money laundering, terrorist activities or other criminal offences.

e) Make use of child labour or forced labour and/or practice discrimination, and/or does not respect the right to freedom of association and the right to organize and engage in collective bargaining pursuant to the core conventions of the International Labour Organization (ILO).

Name	
Signature and stamp	
Date	

Note: *In any case The Contractor Authority has the right to further investigate and request evidences to support the declarations if it has reasonable ground to doubt the content of such information.*

4. TENDERER FINANCIAL IDENTIFICATION FORM

As part of their tender, each Legal Entity identified under point 1 of this form, must submit a signed form to indicate the bank account into which payments should be made if the tender is successful using the following format.

BANKING DETAILS

ACCOUNT NAME	
CURRENCY	MKD
BANK NAME	
FULL OFFICIAL ADDRESS OF BANK BRANCH	

ACCOUNT HOLDER'S DATA

ACCOUNT HOLDER'S NAME	
ACCOUNT HOLDER'S ADDRESS	

Name	
Signature and Stamp(if applicable)	
Date	

F: ANNEX II

FINANCIAL OFFER

1. The price per unit of my offer is _____ (insert price per unit in numbers and words) MKD.
2. The total price of my offer is: _____ (insert total price in numbers and words) MKD.

- In my offer VAT and all applicable taxes are excluded.

Name	
Signature and stamp	
Date	