

4 DECEMBER 2017

# **TENDER NOTICE CONDITIONS FOR DEVELOPMENT OF THE NETWORK SECRETARIAT FOR THE REGIONAL NETWORK OF NATIONAL HUMAN RIGHTS INSTITUTIONS IN THE AMERICAS: PHASE 1**

J. NR XXX.XX

REF. XXX

## **1 INTRODUCTION**

The Danish Institute for Human Rights (DIHR) hereby invites interested parties to submit a tender compliant with this tender material for the contract for support to the establishment of a regional secretariat for the Network of National Human Rights Institutions (NHRIs) in the Americas.

DIHR will conclude a contract with one contractor.

This tender material elaborates the tender advertisement published at [udbud.dk](http://udbud.dk), cf. annex 1.

This tender is advertised as a public announcement according to Part IV of the Danish Act on Public Procurement (Udbudsloven). Part IV regulates public-sector procurement below the threshold which have a certain cross-border interest. This advertising duty arises from section 1 of Executive order on advertising of public procurements below the threshold which have a certain cross-border interest and on the use of electronic means of communication in invitations to tender under parts II and III of the Danish Act on Public Procurement (Executive order no. 1643 of December 15, 2015).

## **2 CONTRACTING AUTHORITY**

The Contracting Authority for the contract is:

Danish Institute for Human Rights (DIHR) Wilders Plads 8K  
1403 Copenhagen K

Central business registration (CVR) no. 34 48 14 90. The contact point for the tender is:

The project coordinator, [nhri.eu@humanrights.dk](mailto:nhri.eu@humanrights.dk)

All contact to DIHR has to be in writing, by e-mail, and in English. If there are any inconsistencies between DIHR's written or verbal statements, the written statements will always prevail.

### **3 TENDER MATERIAL**

The complete tender documents consist of this tender notice conditions and the following annexes:

Annex 1: Advertisement at [www.udbud.dk](http://www.udbud.dk)

Annex 2: Terms of reference for the assignment

Annex 3: DIHR standard contract

Annex 4: Declaration

### **4 DESCRIPTION OF THE ASSIGNMENT**

DIHR manages an EU funded project (grant) that aims, inter alia, to support the the Network of National Human Rights Institutions in the Americas. The network has not yet established a permanent secretariat and the operations of the secretariat are therefore carried out by an elected NHRI based on rotation. Therefore, the quality of the operations of the secretariat will depend on the technical, financial and human resources of the NHRI acting as secretariat at a given time.

In the first meeting of the Committee of Coordination of the network, carried out on the 6<sup>th</sup> and 7<sup>th</sup> of July 2017 in Quito, it was decided to establish a permanent secretariat for the Network of National Human Rights Institutions in the Americas.

The general objective of the tender is therefore to analyse the opportunities and viability of establishing a permanent secretariat for

the Network of National Human Rights Institutions in the Americas to be in charge of carrying out the daily activities of the network.

Specific objectives:

1. Elaborate a technical justification for the necessity of legally establishing the Network of National Human Rights Institutions in the Americas and with it: a permanent technical organ.
2. Identify the most viable options for the legal establishment of the Network of National Human Rights Institutions in the Americas and the establishment and functioning of the permanent technical organ, according to information provided by the NHRIs and through acquirement of additional information.
3. Propose a reform of the Statute of the Network of National Human Rights Institutions in the Americas in order to optimize the functioning of the network and reflect the proposed changes for its strengthening.

In order to achieve these objectives the consultant must elaborate the following products:

1. A document of justification for the legal establishment of the Network of National Human Rights Institutions in the Americas, to be presented in the General Assembly of the Network (February 2018).
2. A proposal of amendment of the Statute of the Network, to be presented in the General Assembly of the Network (February 2018).
3. A questionnaire to acquire information about the legal personality of the network: Design of the questionnaire, follow-up on the responses of the NHRIs.
4. A document of analysis of the viability of creating a permanent secretariat and definition of its location, in relation to the criteria defined by the Comity of Coordination and the directives of the General Secretariat, based on the responses from the NHRI to the previous questionnaire. The analysis must include all countries of the American continent as the possible location and must

recommend three options as the most adequate, also considering the location of GANHRI.

5. A document of the functions and responsibilities of the permanent secretariat.
6. A proposal for an Agreement of constitution of the Network of NHRIs in the Americas, to which the authorities of the member institutions will subscribe in the general assembly of the network (February 2018).

Note: these documents must be handed over in their final versions, including observations by the authorities of the member institutions during the assembly of the network.

The documents must be handed over in English and in Spanish.

For additional information, please refer to the project description in Spanish (annex 2).

#### **4.1 ESTIMATED CONTRACT VALUE**

The estimated contract value is between 18.000 and 24.000 euros allocated for consultancy fees, and 3.000 euros allocated for travel expenditures.

The applicant must present their technical and financial proposal for the total time-period foreseen in this tender notice and the products mentioned above under 4.

Payment will be carried out in the following way:

- 30% in advance upon signature of the contract
- 40 % following hand-over and approval of products No. 1, 2, 3 and 4 and an invoice containing a registry of hours and days used for completion of each product.
- 30% following hand-over and approval of all final products in English and Spanish and an invoice containing a registry of hours and days used for completion of each product.

#### **4.2 CONTRACT PERIOD AND DEADLINES**

The contract period will have a duration of 3 months starting on the 5<sup>th</sup> of January 2017 until the 26<sup>th</sup> of March 2018.

For additional information on the specific deadlines, please refer to the project description, cf. annex 2, paragraph 5.

### **5 TENDER PROCEDURE**

All interested tenderers may submit a tender, however DIHR wishes to enter into cooperation with experienced contractors. Prior to evaluating the tenders submitted, DIHR will assess if the required documentation in relation to exclusion and the tenderer's professional/technical eligibility has been submitted.

Which of the tenderers is awarded the contract will be decided after a concrete evaluation of the submitted tenders against the *award criteria*, listed under the heading *award criteria*.

### **6 EXCLUSION AND ELIGIBILITY**

#### **6.1 THE TENDERER**

The name of the tenderer, and consequently the person legally responsible and accountable to DIHR, must be stated clearly in the tender.

#### **6.2 CONSORTIA**

In case of a combination of tenderers (a consortium), the information in section 6.4 must be submitted for each individual member of the consortium.

A consortium can only, together, submit the maximum number references, if DIHR has requested a maximum of references under section 6.5. item 1. The consortium, as an entity, is, however, only

required to fulfil any minimum requirements in the tender notice conditions.

The identity of the contact point authorised to bind the consortium must be clear in the tender.

Tenderers in a consortium are jointly and severally liable to DIHR with regard to the contents of the tender and the performance of the contract. If a consortium is awarded the contract, each member of the consortium is required to provide a statement that it is jointly and severally liable to DIHR with regard to the contents of the tender and the performance of the contract.

The use of sub-contractors does not constitute a consortium.

### **6.3 SUB-CONTRACTORS**

If the tenderer is using sub-contractors or sub-suppliers to carry out the assignment or part of it, their names have to be clearly stated in the tender and the tenderer must indicate which part of the assignment they are going to perform.

The tenderer is responsible and accountable for any work performed by the sub-contractors or sub-suppliers. Consequently, the tenderer is not required to submit separate documentation for their general eligibility.

### **6.4 DECLARATION ON EXCLUSION**

The tenderer must sign and submit a declaration that the tenderer has no unpaid, outstanding debt to the public sector and is not covered by any exclusion grounds (Annex 4).

## 6.5 TECHNICAL AND PROFESSIONAL ELIGIBILITY

The tenderer must document relevant and extensive experience with the performance of similar projects. In order to do that the tenderer must submit:

- 1) One CV for the expert or experts using Europass CV:  
<https://europass.cedefop.europa.eu/documents/curriculum-vitae>.  
The name of the lead expert must be clearly indicated.
- 2) One to three CV's for other proposed experts using the Europass CV under item 3. The name of the backup expert(s) must be clearly indicated.
- 3) Minimum 3 references documenting the tenderers experience with networks and the particular context of NHRIs and Human Rights in Americas. The references have to showcase the tenderer's previous experience with similar processes and projects. The proposal should include:
  - a) A short description of the project/assignment and its relevance to this tender, including what kind of networks of similar organisations were addressed
  - b) A description of the countries/region where the assignment was carried out
  - c) The size of the project/assignment in terms of contract value and period
  - d) The name of responsible person(s) that carried out the project/assignment on behalf of the tenderer
  - e) The name of client and the contact person with the client.

DIHR reserves the right to check information in the submitted CVs and the reference list by contacting the client.

The tenderer may refer to experience of a sub-contractor or sub-supplier to comply with the minimum requirement under item 2.

## 7 AWARD CRITERIA

The contract will be awarded based on the criterion *best price-quality ratio*".

Tenders that fulfil the minimum requirements for technical and professional eligibility, cf. 6.5, and submitted a compliant tender will be included in the evaluation.

The following sub-criteria will apply:

1. Price (50%)
2. Competences and experience (50 %)

**Price (50%):** Consultancy fee based on an hourly rate (excl. VAT). The tenderer must state in its tender the applicable consultancy fee for the assignment, based on an hourly rate.

**Competence – Relevant qualification and experience (50%):**

DIHR will assess the candidate's experience and capacity by reviewing the following two documents:

1. CV's for the proposed experts, using Europass CV:  
<https://europass.cedefop.europa.eu/documents/curriculum-vitae>
  - a. All proposed experts are expected to have a relevant educational background
  - b. The lead expert is expected to have at least 7 years of work experience with networks and experience in particular from the region
  - c. The lead expert must have extensive experience with the NHRIs, Human Rights in general and managing similar processes as proposed in the terms of reference.
  - d. Other proposed experts must also have extensive experience working with NHRIs in the Americas The



experts are required to be fluent in Spanish and English (written and oral).

## **8 GENERAL CONDITIONS**

The tenderer must submit its tender based on this tender document. Only the compliant tenders will be considered.

The final contract will be based on the attached draft contract, cf. annex 3.

### **8.1.1 Deadlines**

The tender has to be submitted to DIHR, no later **than 20<sup>th</sup> of December 2017 at 17:00 CET** (Central European Time zone).

Tenders must be submitted by email to [nhri.eu@humanrights.dk](mailto:nhri.eu@humanrights.dk) with the headline “Tender for Network of NHRIs in the Americas” and must be submitted in Spanish. When submitting a tender, please cc this address: [redamerica.ganhri@dpe.gob.ec](mailto:redamerica.ganhri@dpe.gob.ec)

All tenders received in time will be opened when the closing date for tenders expires. The tenderer will not be permitted to attend the opening of the tenders.

Tenders received after the closing date for tenders will not be considered. The tenderer is responsible for ensuring that the tender is received in due time and in the correct form.

A submitted tender must remain open for acceptance for up to three months after the expiry of the closing date for tenders (period of validity).

The period of validity ends when a contract is signed with the successful tenderer (not when the award decision is notified), cf. annex 3.

### 8.1.2 Minimum Requirements to the Tender

The tender must include the following:

- I. A cover letter that includes a clear statement of the legal person, consortium or person submitting the tender and proposed price for the assignment.
- II. A signed Declaration, cf. annex 4.
- III. CVs for proposed experts using this template: <https://europass.cedefop.europa.eu/documents/curriculum-vitae>, cf. 6.5.2 and 6.5.3

The tender must contain all information and documentation asked for. DIHR reserves the right to assist in resolving formal mistakes and minor outstanding issues in the submitted tenders, while respecting the principle of equal treatment. DIHR can refuse to consider incomplete tenders, or tenders with formal mistakes and missing information.

If submitted tenders contain too many references, cases or pages, DIHR reserves the right to contact the tenderer in order to adjust accordingly, with a deadline specified by DIHR.

### 8.1.3 Language

All documents (tenders, supporting documentation, annexes etc.) must be submitted in Spanish.

### 8.1.4 Contract

The contract will be signed using the DIHR agreement template (annex 3). The contract will determine obligations and rights between DIHR and the successful tenderer. The contract's general conditions cannot be changed.

A tenderer's own terms and conditions will not be included in the contract agreement, regardless of whether the tenderer submit its terms and conditions together with the tender, when signing the contract, when invoicing or when implementing the project.

#### **8.1.5 Annulment**

DIHR reserves the right to annul the tender process and not award a contract if there is an objective reason for doing so, without incurring liability to any tenderer and without the tenderers being entitled to claim any compensation. The annulment can be done until the contract has been signed by DIHR and the successful tenderer. The annulment notice will be sent to all tenderers, accompanied by a reason for the annulment. DIHR will possibly restart the procurement process thereafter.

#### **8.1.6 Expenses related to the tender phase**

Tenders are developed and submitted at tenderer's own risk and expense. DIHR cannot reimburse any costs or losses a tenderer may have in relation to the tender. The submitted tenders and all related documentation will not be returned to the tenderer.

#### **8.1.7 Alternative tenders**

No alternative tenders may be submitted.

#### **8.1.8 Reservations**

It is not possible to make reservations regarding fundamental elements of the tender notice material. If such a reservation is made, the tender will be regarded as non-compliant and be rejected. What are considered to be fundamental elements is subject to a concrete assessment by DIHR. Reservations related to price, deadlines and contract are always considered fundamental.

Any reservations not related to or described in the tender documents, will (if possible) be price-determined by DIHR and added to the tenderer's proposed price. DIHR reserves the right not to include additional reservations.

All reservations must be clearly stated by the tenderer. Any reservations are made at the tenderer's risk. It is therefore recommended that the tenderer seek to have any unclear points resolved before submitting the tender.

## **8.2 QUESTIONS AND CORRECTIONS**

In case there are unclear points in the tender notice material or if further information is required, questions may be addressed in writing by email. DIHR must, according to the principle of equal treatment, treat all tenderers equally, which includes that DIHR must share these questions and answers during the tender process.

Questions can be submitted in writing to [nhri.eu@humanrights.dk](mailto:nhri.eu@humanrights.dk). When submitting questions, please cc this address: [redamerica.ganhri@dpe.gob.ec](mailto:redamerica.ganhri@dpe.gob.ec)

Questions will be answered in writing and questions, answers and any corrections will be published anonymously at [www.humanrights.dk](http://www.humanrights.dk)

Any questions sent less than five days before the expiry of the deadline for submission of the tender, cannot expect an answer unless the question is insignificant and does not concern the implementation of the project.

It is the tenderer's responsibility that questions, answers and corrections are received by the tenderer. The responsibility for non-compliant or inadequate tenders caused by the failure to take into account published corrections lies with the tenderer only.

## **8.3 CONFIDENTIALITY, SECRECY AND ACCESS TO PUBLIC DOCUMENTS**

The tenderer must observe unconditional secrecy to confidential information that the tenderer might receive as part of the tenderer's submitted tender'.

All tender documents, including submitted tenders, could be regarded as documents falling within the Danish legislation on access to information. According to the Danish Complaints Board for Public Procurement, DIHR may depending on circumstances, be required to grant access to submitted documents upon request from other tenderers. The assessment of these conditions will include whether the tenderer clearly has indicated that some information in the submitted tender is confidential.

If the tender includes information that a tenderer may wish to have exempt from access to public documents in order to protect commercial interests, the tenderer should state that clearly when submitting the tender.

However, DIHR is obliged to allow public access to documents, to the extent required by the applicable Danish legislation.

#### 8.4 TIME SCHEDULE

The procurement process is implemented according to this time plan:

4 December , 2017	Request for Tender announced at <a href="http://www.udbud.dk">www.udbud.dk</a>
15 December, 2017	Deadline for questions, cf. section 8.2
20 December, 2017	<b>Deadline for submission of tenders</b>
4 January, 2017	Expected date for awarding contracts
5 January 2018	Expected date for contract signing
5 January 2018	Expected date for implementation start

All dates above are at 17:00 CET (Central European Time zone). Please note that deviations from the anticipated timetable may occur.