CALL FOR TENDERS DOCUMENTS

Subject: Developing courses on sustainable textile production, helping Mongolian University of Science and Technology (MUST) to integrate the new content in their curricula and training MUST’s teachers

This document comprises 21 pages and is divided into 3 parts and 6 annexes:

- Part 1: Terms of the tenders
- Part 2: Contract conditions
- Part 3: Instructions for bidders
- Annex 1: Contract template
- Annex 2: Price breakdown framework
- Annex 3: Letter of submission
- Annex 4: Administrative Information Form
- Annex 5: Statement of Integrity, Eligibility and Ethics
- Annex 6: Technical specification

Please check that all these parts are present in the folder you are consulting
Scope of the call for tenders
Sustainable textile production and Eco Labelling in Mongolia, Mongolia,
From 2019 to 2022

Address for receipt of tenders
#403, 4th floor, “MGG Properties” Office, Seoul street,
5th micro district, 2nd khoroo, Sukhbaatar district, Ulaanbaatar, Mongolia

Deadline for receipt of tenders:
20 November, 2019

1. Terms of the call for tenders

1.1. Preamble
Agronomes et Vétérinaires Sans Frontières (AVSF) aims at acting for rural development in support to Rural farming in disadvantaged regions and to contribute to advocacy actions in the North and in the South in favor of these farming.

With financial assistance of EUROPEAN COMMISSION, AVSF is in charge of a project “Sustainable textile production and Eco Labelling” in Mongolia.

The grant allocated to AVSF does not allow any other party to derive rights and claims. In no event or for any reason whatsoever, the funding agency indicated above shall not be liable for any claim for compensation or direct payment submitted by AVSF contractors.

1.2. Candidates
Any legal entity established in Europe and whose qualifications and experience enable it to meet the requirements imposed by this call can take part in this call for tenders. It will be up to the bidders to provide proof of their qualifications and experience for this type of contract.

It is understood that participation in this consultation implies acceptance of the clauses contained in this document.

The following candidates shall be excluded from participation and award of contracts if:

- Those who are bankrupt, in liquidation, in legal proceedings, cessation of activity or other similar situations according to the national law and regulation,
- Those who have been convicted from a judging authority for an offense affecting their professional integrity,
- Those who have committed a serious professional misconduct,
- Those who have not completed their duties related to payment of social welfare contributions or taxes in their country or in the one where the contract must occur,
- Those who were sentenced for corruption, fraud, or who participated in a criminal organization or any other illicit activities,
- Those under administrative sanctions,
- Those who are in conflict of interest for the contract involved,
- Those having made false statements or that having concealed information for the contract involved.

The candidates must certify that they do not fall in any of the above categories.
1.3. Call for tender-process

- Submission of tenders
  Bidders must respect the date indicated on page 2 ("Deadline for receipt of tenders"). Any tender received afterwards shall be rejected.

- Modification of the call for tenders
  AVSF may at any time before the deadline for submission of tenders, for reasons of its own or as a result of requests for clarification from the candidates, amend the call for tender documents. This amendment shall be notified in writing to all bidders and on the media used to publish the call and will be binding on all applicants. In order to allow candidates to take these changes into account, the date for submission of tenders may be delayed.

- Modification or withdrawal of tenders
  Bidders may withdraw or amend their offer at any time BEFORE the deadline for submission of tenders.
  Bidders shall remain bound by their tenders for a period of 45 days from the deadline for submission of tenders.

- Opening of tenders
  Opening of tenders will be on the November 21st, 2019 at 10 a.m at AVSF Mongolia, #403, 4th floor, “MGG Properties” Office, Seoul street, 5th micro district, 2nd khoroo, Sukhbaatar district, Ulaanbaatar, Mongolia. All tenders received (including amendments submitted within set deadline) shall be opened in public session at which bidders may participate, in the presence of the selection committee whose composition is decided by AVSF. Only technical proposals will be opened. A member of the selection committee will read aloud, offer after offer, the following information:
  o The identity of the bidder
  o The number and status of the envelopes received
  o The documents in the envelopes
  o Possible modifications or withdrawals
  o Possible declarations made by the bidder.
  This information will be included in the minutes of the opening of tenders. The committee will then proceed in camera to review and analyze the technical offers.

- Request for clarification
  AVSF may request clarification from bidders after bid opening. This request cannot in any way modify an offer.

- Contact with AVSF after the opening of tenders
  Any contact between bidders and AVSF is prohibited after the opening of tenders as well as any attempt of the candidates to influence the choice. Such an attempt would lead to the exclusion of their application.

- Evaluation of tenders
  The procedure for evaluating tenders will be as follows:
  a) Examination of the conformity of the proposal with the requirements in the call for tenders. Tenders deemed to be non-compliant at the end of this examination will be rejected;
  b) Evaluation of the technical quality of the tender, on the basis of the criteria described below,
  c) Scoring and classification of tenders evaluated in accordance with the criteria described below,
  d) Opening of the envelopes labelled “Financial Proposal/Offer” only for tenders which have at least obtained the minimum technical score required (see below § Criteria for evaluating technical offers). The evaluation of the financial quality will be based on the criteria described below:
  e) Comparison and classification of tenders according to the scores awarded
  f) Award of the contract provided that the amount of the tender falls within the financial resources provided for by AVSF.
- Criteria for evaluating Technical offers
  - Score 10 Internationally accredited university or educational institutions providing higher educational curriculum for textile field
  - Score 10 Demonstrable experience in assessment of university curricula and development of new and modified contents related to textile production.
  - Score 15 Experience in Pedagogical Engineering oriented to universities
  - Score 10 Previous relevant experience in a contract with the same objectives and scope related to university curricula assessment and development of new contents and plan, and training of trainers
  - Score 15 At least 10 years of experience in the training of the textile production
  - Score 5 Knowledge and experience of organizational and cultural context in educational and textile sector in Mongolia
  - Score 5 Demonstrable relevant experience in contracts of similar scale, nature, complexity and cost at least two contracts successfully completed within 3 years.
  - Score 20 Specialization and expertise of the current state of sustainable production and consumption in Europe and international, including Textile Material Science, Textile Machinery, Textile technology, Clothing technology, Textile Chemical technology, Quality control and certification
  - Score 5 Knowledge in life Cycle Assessment for Textile Products – Experience in education and in dedicated software
  - Score 5 Involvement in the transfer and adaptation of techniques for textiles industries

Thus, a total of 100 score for the technical proposal. Only candidates with a technical score of 80 or more will be selected for the opening of financial offers/proposals.

- Criteria for evaluating financial offers
These tenders which have been qualified for the evaluation of their technical offers will be the subject of a verification of the financial offer by AVSF to rectify any calculation errors (the amount in words prevailing on the amount in figures) or for any request for clarification.

The financial score will be calculated as follows:
- 50 points for the lowest bid
- The calculation of the other offers will be as follows: (amount of the lowest bid / amount of the tender studied) x 50.

- Comparison and ranking of offers
The comparison of offers will be made on the basis of the ranking obtained from the overall score assigned to each bid, which is the sum of the technical score and the financial score. The maximum total is therefore 150 points (one hundred fifty points).

AVSF reserves the right not to accept any offer or cancel the consultation procedure without being obliged to provide the reasons for this decision.

- Notification of the result
Before the expiry of the period of validity of the tenders, AVSF will notify the selected bidder in writing that his tender has been accepted and will send him a draft contract based on the attached template.

2. Terms of the contract
Bidders are invited to comply with all the procedures described below. Bids that do not meet the required terms and forms will be automatically rejected.
2.1. Specificity of the products
The objective of the consultancy service is to educate future engineers and designers on the sustainable development, environmental impacts, sustainable textile production and consumption, energy and water efficiency and smarter waste management issues. The technical specification is detailed in Annex 6.

2.2. Quality of products
The development of the courses and training of MUST lecturers must be evaluated and approved by Curriculum Committee of MUST.

2.3. Delivery
All documents must be delivered before 20th November, 2019 to attention Mr. Guillaume Touati, Country representative of “AVSF Mongolia”, located Room 403, 4th floor, “MGG Properties” Office, Seoul street, 5th micro district, 2nd khoroo, Sukhbaatar district, Ulaanbaatar, Mongolia. All documents including annexes must be numerated and sealed and send with door-to-door service of the expeditor. An international express delivery service, which provides registered mail, is recommended.

2.4. Language
The tenders must be written in English including annexes and other documents added by the bidder.

2.5. Currency
The offer shall be in Euro, any VAT and other taxes must be specified. Any offer in another currency will be rejected.

2.6. Financial offer/Proposal
The offer must be made in accordance with the price breakdown framework attached to this call for tenders. It should include any consultancy fees, travel costs, per diem, communication fees, which will be the responsibility of the candidate.

The prices indicated in the proposal are firm and not revisable throughout the duration of the contract.

2.7. Guarantees
The supplier shall indicate in his offer the guarantee period and the damages covered.
3. Instructions to bidders

3.1. Submission of tenders:
The tender documents shall be submitted in sealed envelope, in one original copy marked as such and a copy marked as such. The submission of tenders is made in accordance with the double envelope system, one containing the technical offer and the other the financial offer. These two envelopes shall be placed in a neutral outer envelope, with the sole inscription "Call to tender for - Developing courses on sustainable textile production, helping MUST to integrate the new content in their curricula and training MUST’s teachers – TO BE OPENED ONLY IN TENDER COUNTING SESSION”

On receipt of the tender, a receipt will be delivered/sent to the bidder.

3.2. Content of the offer

- Technical offer
The bidder shall complete and provide the letter of submission attached to this document.

The tender is made up of two parts:

- Administrative:
The bidder provides information about his company through the attached form. He is free to provide evidence and other documents he wishes to show AVSF that justifies his qualification and experience in the procurement of contracts similar to those covered by this call for tenders. He shall also certify by any appropriate means that he is not in one of the exclusion situations listed in §1.2 "Candidates".

The bidder shall submit the statement of integrity, eligibility and ethics completed and signed according to the attached template.

- Technical offer
The tender must contain a detailed technical offer portraying a good understanding of the problem, a methodological proposal and a preliminary planning. It shall indicate the name of the service provider(s) and CV(s) and references for previous similar work. It shall also indicate the detailed introduction of educational institutions and state their nationality providing a copy of the identity document (of each service provider).

A copy of this file, initialed on each page and signed on the last page, shall be attached.

- Financial offer
The bidder shall propose his financial offer using the price breakdown framework provided in the annex to this call for tenders. He shall include a quotation.

He shall also indicate the period of validity of his offer and the terms of payment.
Annexes

- Annex 1: Contract template
- Annex 2: Price breakdown framework
- Annex 3: Letter of submission
- Annex 4: Administrative Information Form
- Annex 5: Statement of Integrity, Eligibility and Ethics
- Annex 6: Technical specification
PROCUREMENT OF SERVICES CONTRACT

Contract numbering: 5412/1

Between the party of the first part:

AVSF Mongolia
Address: #403, 4th floor, “MGG Properties” Office, Seoul street, 5th micro district, 2nd khoroo, Sukhbaatar district, Ulaanbaatar, Mongolia
Telephone no: 976-11-330043
Represented by Guillaume TOUATI
Hereinafter referred to as “AVSF”

And the party of the second part:

Supplier name (or acronym)
Address
Telephone
Represented by Name of authorized representative
Hereinafter referred to as “the Service Provider”

The Parties agree as follows:

Article 1 Preamble

This contract between AVSF and the Service Provider follows a call to tender dated on the 7th October, 2019 regarding services provided including developing courses on sustainable textile production, helping MUST to integrate the new content in their curricula and training MUST’s teachers as part of the “Sustainable textile production and Eco-Labelling in Mongolia” project, in compliance with the offer made by the Service Provider found in annex 1 under this Contract.

The Service Provider agrees to respect the terms and conditions of the present Contract which prevail over the Service Provider’s conditions of sale.
Article 2  Subject of the Contract

The provision of services contained within the present contract includes:

- Rapid analysis of the existing curriculum of MUST (Fashion design, apparel and textile technology) to identify which sustainability components may be added and new skills that must be developed. A desk research and 10 days mission in MUST will organized to achieve this analysis and the mission report summarizing the insights will be delivered.
- Proposal for improvement of the related curriculum will be designed on the basis of the audit above. The experts’ team and MUST delegation will discuss the new curricula outlines during 10 days mission in Mongolia before MUSTs approval
- Dedicated training material will be developed in English.
- Five training sessions per year of 10 days will be organized for 3 consecutive years for Mongolian professors
- The promotional materials on the new curricula will be developed

Article 3  Contract Duration

The Contract is signed for a duration of 27 months following the signature date.

The task will take place from November 2019 to February 2022 in Ulaanbaatar, Mongolia.

The report drafted by the Service Provider must be submitted yearly before 28th February.

This Contract may not be used for other service orders. Any changes must be made in writing in an Amendment signed by both Parties.

Article 4  Total value of the Contract

For the services provided, the Service Provider will receive a daily payment of 500 Euros per working day, for 200 working days, otherwise for a maximum total of 100 000 Euros (one hundred thousand Euros) for the entire service. This payment should cover all costs incurred by the Service Provider except for those outlined in article 5 below.

The total value mentioned above is the total payable by AVSF to the Service Provider based on this Contract. This amount is final and cannot be modified at any point for the duration of the present Contract.

The prices shown include all applicable taxes and charges (if authorized by the national authorities) and no additional expense can by invoiced by the Service Provider to AVSF.

Article 5  Additional costs

AVSF will pay the Service Provider a maximum amount of 4 000 Euros for the preparation of brochures to advertise new curriculum and a maximum amount of 5 820 Euros for training costs including material printing and associated training expenses (pens, paper etc.). These costs will be refunded upon receipt of proof of payment.

Article 6  Invoicing and Payment

The Service Provider will issue an original invoice to request an advance payment equal to 50 000 Euros (fifty thousand)/fifty percent of the contract upon signing the present contract. They will send, following the service provided, an original invoice to request payment of the balance 50 000 Euros (fifty thousand)/fifty percent and to refund any additional costs as outlined in article 5.

All payments will be made exclusively via bank transfer in the Service Provider’s name, to their bank account no. [account number] at [Name, Address, Country] bank, IBAN [IBAN] and SWIFT [SWIFT].
Article 7  Social Insurance
The Service Provider agrees to ensure their own social and medical insurance (sickness, accident, occupational hazard, death, unemployment) and repatriation cover throughout the duration of the contract and wholly discharges AVSF from any such circumstance.

Article 8  Obligation of discretion
Information obtained will remain the property of AVSF and project partners; the parties agree not to divulge this information without prior agreement.

Article 9  Modification of the Contract
Any contract modifications must be made in writing and with agreement from all parties.

Article 10  Cancellation of the Contract
10.1 - Termination due to breach of Contract
If one of the parties fails to respect any clause in this Contract, including its annexes, and is not able to remedy this breach within fourteen (14) calendar days following written notification of said breach, the other party may terminate the Contract without prior notice, and without incurring any cost to the party ending the Contract.

Furthermore, AVSF reserves the right to cancel all or part of the payments due, by written notification if the Service Provider fails to comply with their declaration of integrity, eligibility or ethics during the execution of this contract.

Any notification will be sent to the other Party in such a manner as to prove that it has been delivered (confirmation of receipt, email with read receipt or hand delivery with signature).

If the Service Provider commits any violation of the Contract, AVSF is free to hire another service provider with any additional costs at the initial Service Provider’s expense.

In the case of a Contract violation attributed to the Service Provider, AVSF is not obliged to pay the balance of the service. Any additional liquidated damages will not apply.

10.2 - No-fault termination
If the Contract is terminated by AVSF out of convenience, without any particular fault by the Service Provider, a final bill will be drawn up indicating the work completed and costs incurred which AVSF will pay, net of all advance and interim payments.

However, as AVSF projects are mainly financed by institutional funding agencies, AVSF reserves the right to end the Contract if the specific funds destined towards the Contract’s projects are not awarded by the funding agency or if it ends.

10.3 - Force Majeure
The term “Force Majeure” means any event whereby the signatory parties of the Contract have no control, which is unexpected or cannot be prevented and totally or partially impedes on the execution of the Contract by one of the parties.

In the case, whereby one of the parties cannot, due to a Force Majeure, fulfil all or some of their contractual obligations, that party’s obligations will be suspended, and the planned Contract date will be automatically extended without penalty, for a period equal to the suspension.

The Party experiencing a Force Majeure must inform the other Party as soon as possible in writing and must provide proof of the event and the duration of the Force Majeure. If the delay lasts for over one (1) month, the other Party can end the Contract immediately without further warning or penalty.
Furthermore, AVSF reserves the right to terminate this Contract without penalty under the following circumstances:
- Inaccessibility or limitation of AVSF projects in Mongolia due to safety reasons,
- Attempt or threat of kidnap or assassination on AVSF staff,
- Suspension of AVSF activities in Mongolia by the local authorities.

**Article 11  Ethics**

AVSF pays particular attention to the ethical values of its suppliers and service providers and hopes to work with partners ready to accept their values. Therefore, the Service provider signs and returns a declaration of integrity, eligibility and ethics along with their offer.

The Service provider certifies that they had read and fully understood the AVSF’s Code of ethics and conduct which applies to all AVSF staff, partners, providers of goods and services and which is part of the current contract, in annex 3. The Service provider ensures that the appointed experts comply with the rules of this Code of ethics and conduct.

**Article 12  Miscellaneous**

12.1 - **Independent parties**

Each Party is independent from the other and no Party has the right to oblige, represent or commit the other Party. No element of this contract shall be construed as creating any common project, partnership, or other form of joint enterprise between the parties for any given purpose.

12.2 – **Publicity**

The Service Provider should not seek to take advantage of their position as an AVSF service provider, either for publicity means, in public communications or for any other motive, without prior written permission from AVSF.

**Article 13  Jurisdiction and applicable law**

The law and regulations of Mongolia govern this Contract.

Where possible, AVSF will attempt to conduct an informal settlement of disputes with its Service Providers. When an informal settlement is not possible, arbitrations will be conducted by the relevant jurisdiction in Ulaanbaatar.

**Article 14  Documents integral to the Contract**

The Contract is made up of the following documents, in order of importance:

1. The present Contract
2. The annexes adjoining the present Contract:
   - Annex 1: Service Provider proposition following the quote call to tender dated 7th of October, 2019. *(Don't forget to include the declaration of integrity, eligibility and ethics)*
   - Annex 2: Terms of Reference
   - Insert other annexes if necessary

The present Contract constitutes the full agreement between the Service Provider and AVSF, and it displaces any prior Contract or agreement regarding this subject. This Contract cannot be modified or amended without written agreement to that end signed by both Parties. No oral declaration made by any individual can modify or affect the terms and clauses of this Contract.

Contract drafted in English, at AVSF Mongolia in Ulaanbaatar in two original copies, an original copy for AVSF and an original copy for the Service Provider.
<table>
<thead>
<tr>
<th>Representing:</th>
<th>Mr. G. Touati, Country Representative from AVSF</th>
<th>The Service Provider</th>
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<td>Name:</td>
<td></td>
<td></td>
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<td>Identity no:</td>
<td></td>
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<td>Date:</td>
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<td>Signature:</td>
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<td>Stamp:</td>
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*Note: Representatives must initial each page of the Contract Representative initials are adequate.*

**Annexes**

- **Annex 1**: Service Provider proposition in response to the request for quote or call to tender
- **Annex 2**: Terms of reference (identical to those in the tender or quote request documents)
- **Annex 3**: Code of ethics and conduct
- **Annex 4**: XXX
Annex 2: Price breakdown framework

Subject of the call: ........................................................................................................

FINANCIAL OFFER

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>References of Supplier</th>
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<tr>
<th>TOTAL PRICE</th>
<th>TAX FREE</th>
<th>TAX INCLUDED</th>
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<tbody>
<tr>
<td>Cost package</td>
<td></td>
<td></td>
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<tr>
<td>Cost transportation</td>
<td></td>
<td></td>
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<tr>
<td>Other costs: to be specified</td>
<td></td>
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<tr>
<td>TOTAL</td>
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Delivery conditions: ........................................................................................................

Payment conditions: ........................................................................................................

Validity of the offer: ........................................................................................................
Annex 3: Letter of submission

Subject of the call: ………………………………………………………………………………………………………

I, the undersigned ………………………………………. (Surname, first name) acting on behalf of the company …………………………………… (name of the company), having taken note of the documents contained in call for tenders documents referenced above, commit to executing the services mentioned, in accordance with the terms and conditions of the tender document.

I commit to maintaining the amount of my offer for a period of forty five days (45 days) from the closing date of submission of tenders.

Place …………………………….. ,, on the …………………………

The bidder

Signature and stamp of the company
## Annex 4: Administrative Information Form

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<tr>
<th>Company name:</th>
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<tr>
<td>Address:</td>
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<tr>
<td>Administrative address:</td>
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<tr>
<td>Country:</td>
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<td>Telephone:</td>
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<td>Email:</td>
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<td>Website:</td>
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<tr>
<td>Headquarters (Full legal name):</td>
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<tr>
<td>Branches, Associates:</td>
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<tr>
<td>Type of company: (legal form)</td>
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<td>Type of activity:</td>
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<tr>
<td>Manufacturer □  Sole distributor □  Trader □  Other (specify) □</td>
</tr>
<tr>
<td>Year of creation:</td>
</tr>
<tr>
<td>Registration number (to be adapted according to the country):</td>
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<tr>
<td>Turnover for the last three years:</td>
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<tr>
<td>Year .... : (Indicate turnover and currency)</td>
</tr>
<tr>
<td>Year .... : (Indicate turnover and currency)</td>
</tr>
<tr>
<td>Year .... : (Indicate turnover and currency)</td>
</tr>
<tr>
<td>Please indicate any legal or litigation proceedings in which your company is involved:</td>
</tr>
<tr>
<td>Please list any professional or international organization of which your company is a member:</td>
</tr>
</tbody>
</table>

I, the undersigned.................................. (Name and surname), certify that the information provided in this document is correct and accurate and, in case of change, that the details will be transmitted as soon as possible.

Date: ............................................
Signature and stamp: ____________________________
Annex 5: Statement of Integrity, Eligibility and Ethics

Statement of integrity, eligibility and ethics

Title of the call for tender: Developing courses on sustainable textile production, helping MUST to integrate the new content in their curricula and training MUST’s teachers: ACA 2017/391-184, as the “Contract”

To: AVSF Mongolia, the “Contracting Authority”

1. We recognize and accept that European Commission only finances Contracting Authority projects under their own conditions which are set out in the financial contract linking them to the Contracting Authority. Consequently, there can be no legal connection between these financial donor and our company, group or subcontractors. The Contracting Authority holds sole responsibility over the preparation and execution of its procuration process and related subsequent work.

2. We certify that neither we, our subcontractors, nor any member of our group fall under any of the following categories:

   2.1) currently undergoing or have previously undergone bankruptcy, liquidation, legal proceedings, a safeguard procedure, discontinuation or being in any similar situation resulting in a procedure of the same nature;

   2.2) had a serious conviction in the past five years from a judging authority in the country where the project was executed for one of the acts outline in articles 6.1 to 6.4 hereunder or for any crime committed during the agreement upon or execution of a contract;

   2.3) featured on the list of financial penalties adopted by the United Nations, the European Union and/or France, with particular regard to the fight against terrorist financing and attacks on international peace and security;

   2.4) professionally speaking, been guilty of gross misconduct during the preparation or execution of a contract in the past five years;

   2.5) failed to pay social welfare contribution or tax obligations relevant to the country where we operate or that of the Contracting Authority;

   2.6) had a conviction in the past five years from a judging authority in the country where the project was executed for one of the acts outline in articles 6.1 to 6.4 hereunder or for any crime committed during the agreement upon or execution of a contract financed by European Commission;

   2.7) subject to an exclusionary decision by the World Bank from 30 May 2012, and featuring on the public list on this website http://www.worldbank.org/debarr;

   2.8) guilty of misrepresentation when providing the information required as part of the contracting process.

3. We certify that neither we, our subcontractors, nor any member of our group are subject to any of the following conflicts of interest:

   3.1) a shareholder controlling the Contracting Authority or a subsidiary controlled by the Contracting Authority, unless the dispute arising has thus been made known to European Commission and resolved to their satisfaction;

   3.2) have business or family relations with a member of the Contracting Authority's staff involved in the selection process or the resulting market control, unless the dispute arising has thus been brought to the notice of European Commission and resolved to their satisfaction;

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1 In the case of such a conviction, you can attach the additional information to this Statement of Integrity that will rule out any relevance of the conviction under the jurisdiction of the present contract.

2 In the case of such a conviction, you can attach the additional information to this Statement of Integrity that will rule out any relevance of this exclusion under the jurisdiction of the present contract.
3.3) controls or is controlled by another tenderer, is controlled by the same company as another tenderer, receives grants from another tenderer or awards grants to another tenderer directly or indirectly, has the same legal representative as another tenderer, directly or indirectly maintains contact with another tenderer allowing us to have and give access to the information contained in our respective offers, to influence them, or to influence the decisions of the Contracting Authority;

3.4) engaged in a consultancy mission which, by its nature, is likely to prove incompatible with our missions on behalf of the Contracting Authority;

3.5) in the case of a procedure for the award of a contract for works or supplies:

- have prepared ourselves or have been associated with a consultant who has prepared specifications, plans, calculations and other documents used in the competitive tendering process;
- be it either we or one of the firms to which we are affiliated, recruited, or about to be, by the Contracting Authority to supervise or inspect the work within the framework of the Contract.

4. Although we are a public institution or public company, we certify that we have legal and financial autonomy and that we are managed per the rules of commercial law.

5. We undertake to communicate without delay to the Contracting Authority, who will inform European Commission, any change in circumstances with regard to the preceding points 2 to 4.

6. As part of the award process and the execution of the Contract:

6.1) We have not conducted and will not conduct any unfair labour (act or omission) intended to deliberately mislead, intentionally conceal material, surprise or vitiate consent, or circumvent legal or regulatory obligations and/or violate internal rules to obtain an illegitimate benefit.

6.2) We have not conducted and will not conduct unfair labour (action or omission) contrary to our legal or regulatory obligations and/or our internal rules to obtain an illegitimate benefit.

6.3) We have not promised, offered or granted and we will not promise, offer or grant, directly or indirectly, to (i) any person holding a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority, whether they have been appointed or elected, on a permanent basis or not, whether or not he or she is remunerated, no matter their hierarchal position, and (ii) any other person who performs a public function, including a public body or company, or provides a public service, or (iii) any other person defined as a public official in the State of the Contracting Authority, an undue benefit of any kind for themselves, another person, or entity to perform or refrain from performing any act in the exertion of their official duties.

6.4) We have not promised, offered or granted, nor will we promise, offer or grant, directly or indirectly, to any person who manages or works for any entity of the private sector, in any capacity whatsoever, a benefit for any other person or entity, to perform or refrain from performing any act in violation of their legal, contractual or professional obligations.

6.5) We have not committed and will not commit any act likely to influence the procurement process to the detriment of the Contracting Authority and particularly, any anti-competitive practice that prevents, restricts or to distorts competition, especially by restricting access to the Contract or the free exercise of competition from other companies.

6.6) We or a member of our group or any of the subcontractors will not acquire or supply equipment and will not intervene in sectors under embargo of the United Nations, the European Union or France.

6.7) We are committed to respecting and making all our subcontractors respect the environmental and social standards recognised by the international community, including the fundamental conventions of the International Labour Organization (ILO) and the international conventions for environmental protection, in accordance with the laws and regulations applicable to the country where the contract is to be carried out. We also undertake to carry out this contract in accordance with the minimum standards of ethics of preventing child labour and respecting fundamental social rights and the dignity of working conditions based on international labour standards, avoiding any relationship of conflict, involvement in the supply or transport of illicit weapons and/or landmines and unethical
exploitation of natural resources including sensitive goods such as materials and precious stones and rare earths.

7. We, the members of our group and our subcontractors authorize the European Commission to examine the documents and accounting documents related to the awarding and execution of the Contract and to submit them for verification to auditors designated by European Commission.

Name ______________________  Acting as ______________________

Signature ______________________

Duly empowered to sign on behalf of\(^3\) ________________________________

Dated the ________________________________

\(^3\) In the case of a group, insert the name of the group. The person signing the bid on behalf of the Tenderer will include the power entrusted by the Tenderer to the offer.
Annex 6: Technical specification

Technical specification for ‘STeP EcoLab Mongolia’ project
MUST, School of Industrial Technology, ‘Textile and apparel technology’ program,

The StepEcoLab project aims at supporting the supply chain and the textile industry in adopting more sustainable sourcing and production practices and simultaneously improve the branding for sustainable products, optimise cost-saving measures and reach out to climate finance & diversify the portfolio of customers.

Textile engineers managing the technical and technological solutions of the production process and textile designers developing the new textile product play essential role for the implementation of the sustainable practices in production line and product design. Consequently, the StepEcoLab project with relevant consultancy assistance will support MUST in developing courses on sustainable textile production and integrating these in their curricula.

The detailed specific activities are described as follows:

1. Rapid analysis of the existing curriculum of MUST.

A team of international consultants with teaching expertise on sustainable textile production will be selected to carry out a rapid analysis of the existing curriculum of MUST (clothing technology, fashion design, textile technology). A first audit of the existing program in MUST will be done as a desk research. A 10 days mission to Mongolia will then be organized in order to perform a direct audit with face to face discussions with professors in charge of the courses. The consultants will identify whether existing contents can be used as a basis on which sustainability components may be added. Skills not covered in the existing curricula will be identified. A mission report, summarizing the insights will be produced.

2. Development of a proposal to integrate sustainability in the curriculum of MUST.

Based on the audit above, the team of consultants will design a proposal for improvement of the related curriculum with additional courses or modification of existing courses. A 10 days’ visit of experts to Mongolia will be organized to discuss and have the new curricula outlines approved by MUST, before starting the development of training contents.

3. Training of MUST teachers on the new curricula.

Dedicated training material will be developed by the consultants. Experts will transfer their knowledge and know-how to professors of the Mongolian University of Science and Technology. Five training sessions per year of 10 days will be organized for 3 consecutive years for Mongolian professors to be trained on the material.

4. Advertisement of the new curriculum towards future students.

The action will support the advertisement of the new curricula to future students. The action will fund the development of promotional material on the curricula and the participation of MUST to student forums to promote the new curricula. Press and TV advertisements will also be funded by the project.

The project indicators of this action are:

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Targets</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of courses in MUST related curriculum integrating sustainable development related contents.</td>
<td>At least 6 by 2021</td>
</tr>
<tr>
<td>Number of teachers of MUST which participated in trainings on the new contents.</td>
<td>At least 6 by 2021</td>
</tr>
</tbody>
</table>
According to the MUST's current ‘Textile and apparel technology’ program, students are required to complete 36-38 courses equal to 130 credits, composition of 36 credits for general education, 25-27 credits for mandatory base, 34 credits professional studies, 7 credits for internship, and 5 credits for the final dissertation.

There is an inevitable need to train the lecturers and update the actual curriculum of MUST in order to achieve the below listed objectives,

- Supporting and encouraging all production lines from raw materials harvesting to the end products to adopt eco-friendly technologies.
- Sharing knowledge about the sustainability to the future engineers and industrial technicians who will further develop and implement innovations and advanced technologies based production for the export-oriented industries
- Assessing environmental impacts
- Sustainable consumption and production
- Establishing affordable, reliable and efficient energy consumption model
- Provide efficient waste management knowledge and practices.

Therefore, the beneficiary of this service, MUST wish to update actual textile training content of 6 different courses by including the topics of the sustainable production and consumption (see Table 1).

Table 1. Training modules of Bachelor’s degree course:

<table>
<thead>
<tr>
<th>No</th>
<th>Course Code</th>
<th>Course title</th>
<th>Specification</th>
<th>Topics to be include by service provider in actual content</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>G.TSD203</td>
<td>Textile Material Science I</td>
<td>Compulsory module for Bachelor’s degree in Textile*</td>
<td>Sustainable development visions, sustainable production and consumption, environmentally friendly practice on raw material harvesting and processing, sustainable textile product designing and methods, current trends</td>
</tr>
<tr>
<td>2</td>
<td>G.TS205</td>
<td>Light Industry Machinery Repair and Utilization I</td>
<td>Compulsory module for Bachelor’s degree in Textile*</td>
<td>Requirements to reduce energy utilization, energy saving machineries, the analysis of cost generated by energy efficiency, steam and water consumption, compulsory technical specifications to select energy saving and water efficient industrial equipment and machineries, the comparative analysis based on machineries efficiency in terms of sustainability</td>
</tr>
<tr>
<td>3</td>
<td>G.TSD310</td>
<td>Primary processing technology for textile material I</td>
<td>Compulsory module for Bachelor’s degree in Textile*</td>
<td>Environmentally friendly/harmless, zero-waste scouring and dehairing technologies, recycling waste, assessment of environmental impacts in primary processing industries</td>
</tr>
<tr>
<td>4</td>
<td>G.TSD307</td>
<td>Textile Chemical technology II</td>
<td>Compulsory module for Bachelor’s degree in Textile*</td>
<td>Selection of main chemicals and chemical auxiliaries, limitation factors, cost saving and efficient utilization: green chemical products and technology in dyeing, bleaching, blending and finishing processes: recycling of industrial untreated water and chemical disposal, grey water treatment and recycling</td>
</tr>
<tr>
<td></td>
<td>Course Code</td>
<td>Course Title</td>
<td>Module Type</td>
<td>Description</td>
</tr>
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<tr>
<td>5</td>
<td>G.TS303</td>
<td>Product Planning and Innovation</td>
<td>Compulsory</td>
<td>Integrating the sustainability in production planning and in product value-chain: cost analysis of the sustainable actions, sustainable business models, new technologies promoting the sustainability</td>
</tr>
<tr>
<td>6</td>
<td>G.TS308</td>
<td>Quality control and certification</td>
<td>Compulsory</td>
<td>Monitoring, analysis, assessment and certification of sustainable production/products</td>
</tr>
</tbody>
</table>

* Bachelor’s degree in Textile of MUST is equivalent to the French diploma BAC+3

The following additional content have to be developed by the service provider for the training of MUST’s lecturers:

1. Sustainable development theories, fundamentals, current debates
2. Sustainable production and consumption benefits, environmental and social impact assessment
3. Waste management and recycling production
4. Environmentally friendly primary production technologies
5. Assessment methods on environmental impacts
6. Energy efficient technologies, its benefits, technical and cost assessment
7. Monitoring, analysis and assessment of sustainable production
8. Sustainable business models, latest advanced concepts: Planning of processing operations, cost benefit analysis and practice

The expected results from the consultancy service are:

1. 6 internationally qualified lecturers specialized in values of “Sustainable consumption and production” are trained.
2. Compulsary courses of “Textile and apparel technology“ of Bachelor’s program are updated by integrating internationally recognized concept of the sustainability
3. 60 engineers with theoretical and practical knowledge on “Sustainable consumption and production” are graduated.
4. The handbooks and guidelines on “Textile and apparel industries - Sustainable production” is published.