

TENDER DOSSIER

for National short-term expert(s) - Auditors

Ref. No. Safe and Clean/TD 09/2

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INFORMATION FOR TENDERER

for National short-term expert(s) - Auditors

1. Contracting authority

Business association of hotel and restaurant industry – Serbia (HORES), Dobrinjska 11, 11000 Belgrade

2. Reference Number:

Safe and Clean/TD 09/2

3. Applying procedure

The objective of this request for offer is to engage the National short term expert(s) – Auditors for certification of the scheme “Clean&Safe”

The interested candidates are invited to submit filled the tender (on-line application) in line with requirements stipulated in points 5, 6 and 7 of this dossier, in English language to the following email address:

cistoisigurno@hores.rs

not later than Monday, June 20th, 2022 until 15:00 CET

The reference number of this call has to be placed in the subject of the email communication.

It is strongly recommended to submit the tender well in advance and not to wait until the last minute before the deadline. The offers received after the deadline stipulated above will not be taken into consideration.

4. General description of the procedure

Participation in this tender procedure is open to all natural or legal persons [participating either individually or in a grouping (consortium) of tenderers]. Participation is also open to international organisations.

Interested candidates are invited to submit the tender in accordance with the rules set out in this request. The tenderer must indicate the experts proposed within his offer.

5. Content of tender

Interested candidates must provide the following documents using the template provided in this tender dossier:

1. Tender submission form,
2. Technical offer (accompanied with experts' CV),
3. Financial offer.

The Contracting Authority reserve right to request supporting documents that confirm the information provided in the Tender submission form or Technical offer, such as copies of degrees or diplomas, employers' certificates, references, etc.

6. Technical offer

The technical offer consists of the List of proposed experts and their CVs. The List of proposed experts must be submitted using the template of Annex I of this tender dossier, while CVs in form of Annex III.

The experts indicated in the List of proposed experts for which the CV will not be submitted, will be granted with 0 points.

In case one offer received: the Contracting Authority shall check whether the offer is administratively, technically and financially compliant with the requirements set by this tender documentation.

7. Financial offer

The Financial offer must be presented as an amount in EUR (without VAT) and must be submitted using the template for the fee-based version of Annex II of this tender dossier.

The payments for services will be made based on the number of working days spent for the delivery of audits. One working day equals to one audit completed. Indicative workload per auditor is 26 working days in the period of 3 months. The travel and all subsistence and other expenses should be included in the auditor's remuneration fee. No extra payment will be done.

8. Evaluation of technical offers

The quality of each technical offer will be evaluated in accordance with the award criteria and the weighting detailed in the Evaluation grid of this Tender dossier. No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in the Terms of Reference.

Each expert will be evaluated as foreseen in the Evaluation grid. The overall technical score of the tender will be obtained by summing the granted points of all proposed experts. The final technical score will be obtained by applying the following formula:

$$\text{Final technical score} = \frac{\text{Overall technical score of the tenderer}}{\text{Overall technical score of the best awarded tenderer}} * 100$$

9. Evaluation of financial offers

Upon completion of the technical evaluation, the tenders that were not eliminated during the technical evaluation will be evaluated. Tenders exceeding the maximum budget available for the contract are unacceptable and will be eliminated.

10. Choice of selected tenderer

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

11. Place of delivery

The place of delivery will be entire territory of Republic of Serbia.

12. Exclusion criteria

Experts shall be excluded from participation if:

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) they or persons having powers of representation, decision making or control over them have been convicted of an offence concerning their professional conduct by a judgment of a competent authority of a Member State which has the force of res judicata;
- c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify including by decisions of the European Investment Bank and international organisations;
- d) they are not in compliance with their obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- e) they or persons having powers of representation, decision making or control over them have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such an illegal activity is detrimental to the Union's financial interests;
- f) they are subject to an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply information, or being declared to be in serious breach of their obligation under a contract covered by the budget;
- g) they have a conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest.

Before signing a contract experts shall provide a declaration on their honour stating that they are not in one of the situations of exclusion listed above. In case of doubt, they may be requested to provide supporting evidence of non-exclusion.

13. Selection criteria

Minimum required qualifications of the auditor:

- High school education
- Work experience in economy and/or health and/or tourism sector
- Serbian as native language with preferably English language skills

The auditors work shall be conducted in Serbian language, but the reporting and supporting documentation shall be in English due to international character of the project under which this contract is to be executed.

TERMS OF REFERENCE

Ref. No. Safe and Clean/TD 09/2

1. Background

The Association of the Hotel and Hospitality Industry HORES was established in April 1967 and operated for almost 35 years under the name Ugoprogres. In 2002, the Association started operating under the name “Business Association of Hotel and Restaurant Industry – HORES”.

HORES’s main task is to articulate the voice of the private sector in strengthening the economic and legal framework in the tourism sector, affecting positively the business operations and development of the hospitality industry as a whole. Being active for almost a half century, HORES’s activities establishes the organization as a professional and reliable partner to the public sector as well as other social partners.

As the national association of the hotel and hospitality industry, gathering 160 hotels and 200 restaurants. HORES is also a member of the Balkan Association of hoteliers and restaurateurs – BAHA and the World Association of hoteliers and restaurateurs – IH&RA.

Following the organization’s vision to be the leading business network in the hotel and hospitality industry in the Republic of Serbia, the main objective of HORES is to take a proactive approach in creating a suitable economic environment for the sake of protection and promotion of common and professional goals of its members.

Current situation in the sector

Despite a substantial growth in the past two decades, the Serbian tourism development is still threatened by a variety of challenges such as: insufficient coordination and cooperation among different actors at various levels; lack of capacities, resources, and tools to develop and implement effective interventions to spur tourism development. Small-scale family-owned businesses still make up significant shares of the tourism sector, operating largely in the informal sector and lacking required skills as well as access to networks, know-how and finance to build up competitive and innovative products and services. To address these challenges for tourism development at national and regional level, the Government of Serbia has adopted the Tourism Development Strategy of the Republic of Serbia (2016-2025) aiming at enhancing the tourism sector as important contributor to economic growth and job creation. However, the operationalization of the Strategy and the whole sector was dramatically stricken by the COVID 19 pandemic causing severe financial damages to the industry.

As the response to the crisis, EU decided to extend the existing support to tourism sector offered through the GIZ implemented programme “EU for Cultural Heritage and Tourism”, initially related to upgrading tourism / cultural facilities capacities to attract tourists and increase stakeholders’ skills. The programme is co-funded by EU and German Federal Government with the overall aim to support competitiveness of Serbia’s tourism sector and implementation of the Tourism Development Strategy. The main programme beneficiary is the Ministry of Trade, Tourism and Telecommunications (MoTTT).

2. Objective of the assignment

Overall objective

Business association of hotel and restaurant industry – Serbia (HORES) is to implement the Project „Clean & Safe”, financed by GIZ. Within the project, we need to procure national short-term auditors for certification of “Clean and Safe” scheme.

The project fully supports tourism development since it’s main aim is helping industry to mitigate the consequences of COVID 19 pandemic and return confidence of travellers.

More specifically, the project will support delivery of the following programme outputs:

Output 1 - Increased capacities of MoTTT and other stakeholders as part of the Tourism Development Strategy of Serbia implementation and Lower Danube region tourism development.

Output 2 - Enhanced competitiveness of tourism offer and infrastructure in Lower Danube region.

Description of the core problem and reasons for focusing on the issue

In the first quarter of 2020, the tourism sector in Serbia was showing promising development (in line with the growing trend of the past years) but the COVID 19 outbreak completely stopped all tourism related activities. Due to the travel restrictions and curfew from March to mid-April the downfall of tourism activities was up to 90%. Despite some perspectives in May, the second and third wave of epidemic hit the industry hard, especially city-based hotels and restaurants during June-August and October-November period. In order to support the industry and gain back the trust of travelers that the sanitation of facilities, proper managing health hazards inside and outside of the premises are taken seriously, introduction of the “Clean & Safe” certification scheme becomes an essential tool for the sector.

Feedback collected from both private and public sector stakeholders reassure that Serbia needs an adequate variant of “Clean & Safe” certification scheme representing the framework for nation-wide approach/standards in combating COVID-19 outbreak. The basis of the scheme is that the anti-COVID 19 protocols and best practices in its prevention should be used in managing all activities in the facilities (like staff management, kitchen, external procurement etc.).

Despite programme’s predominant focus on Eastern Serbia and the Serbia Lower Danube region this activity would have a nation-wide impact since the scheme should be implemented in whole Serbia offering opportunity for greater visibility and reach.

Goal(s) of the project

The main goal of this project is to encourage the recovery of the hospitality business (hotels & restaurants), by developing disinfection framework (certification scheme) and conditions that ensure adequate levels of protection for employees and customers.

The main output of the project is to develop and deliver comprehensive, sustainable, internationally and nationally, recognized certification scheme (“Clean & Safe” model), deliver necessary training throughout Serbia, certify and audit facilities interested to join the network.

3. Scope of Work

The general responsibility of the experts’ will be performance of undercover check of the implementation of “Clean&Safe” protocols and compliance with standardization by the beneficiary organization.

Specific tasks of each expert in the short-term expert pool shall be as follows:

- Preparation of the on-site work
- On-site visit performance
- Control of the implementation of “Clean&Safe” protocols and compliance with standardization
- Fulfilling the e-questionary
- Preparation of regular report including the findings

4. Experience and Qualifications

Minimum required qualifications of the proposed auditor:

- High school education
- Work experience in economy and/or health and/or tourism sector
- Serbian as native language with preferably English language skills

5. Timing and Duration

It is estimated subject assignment is expected to start in June 2022, with indicative work load per expert is at least 26 working days in the period of 3 months. Generally, the experts are expected to provide their services upon the timely notification by the HORES team.

Time effort per one working day is one audit delivered.

6. Reporting Obligations

The Contractor shall report directly to the HORES Project team in the following manner:

- Progress report at the end of each month of the contract implementation.

The contractor has no obligation to provide the report for the month in which no audits (working days) have been delivered.

7. Target groups

- Hotels and restaurants, other types of accommodation providers, catering companies
- Small-scale family-owned businesses which make up significant shares of the tourism sector, which, at the moment, operate with the lesser impact of COVID 19 but still lacking required skills to deal properly with the sanitation of facilities as well as access to networks, know-how and finance to build up competitive and innovative products and services.
- Cultural heritage sites which have organized admittance
- Travelers and users of catering facilities
- Local tourism organizations

8. Terms of Payment

The payments for services will be made based on the number of working days spent for the audits delivery. The Contractor needs to submit the Invoice for services conducted. The HORES will administer the Contract with the Contractors.

9. Confidentiality and Conflict of Interest

The Contractor undertakes to comply with the HORES Confidentiality Policy and Prevention of Conflict of Interest Policy and to maintain confidentiality on all information that is not in the public domain and shall not be involved in another assignment that represents a conflict of interest to the prevailing assignment.

EVALUATION GRID

National short-term expert(s) - Auditors

Ref. No. Safe and Clean/TD 09/2

<u>EDUCATION</u>	<u>Max. score 50 points:</u>
High school	40 points
University degree or MSc	45 points
PhD degree	50 points
<u>WORK EXPERIENCE</u>	<u>Max. score 50 points</u>
Up to 5 years	30 points
From 5 to 10 years	40 points
More than 10 years	50 points
Overall total score	<u>Max. score 100 points</u>

NACRT UGOVOR O PRUŽANJU USLUGA

koji na dan <datum>, zaključuju:

1. **HORES – Poslovno udruženje hotelsko ugostiteljske privrede Srbije**, matični broj 07782225, sa sedištem Beogradu, Dobrinjska 11, koga zastupa Georgi Genov (u daljem tekstu: „**naručilac**“)

i

2. <NAZIV>, matični broj <matični broj>, sa sedištem <adresa>, koga zastupa <zakonski zastupnik> (u daljem tekstu: „**izvršilac**“)

1. OSNOVNE ODREDBE

1.1 Ugovarači ovim ugovorom regulišu međusobna prava i obaveze u vezi sa pružanjem ekspertskih usluga naručiocu od strane izvršioca.

2. PREDMET UGOVORA

2.1 Naručilac angažuje izvršioca radi pružanja konsultantskih usluga koje se odnose na pomoć članovima projektnog tima za sve aktivnosti u okviru projekata „Introduction of the “Clean & Safe” voluntary certification scheme“. Usluge obuhvataju obezbeđivanje domaćih kratkoročnih stručnjaka – revizora finansiranih kroz projekat „Clean&Safe“. Zadaci svakog stručnjaka u kratkoročnom ekspertskom fondu su sledeći

- Priprema terenskih zadataka
- Izvođenje terenske posete
- Kontrola implementacije “Clean&Safe” protokola i usaglašenosti sa standardizacijom
- Ispunjavanje e-upitnika
- Priprema redovnog izveštaja uključujući nalaze

3. OBAVEZE UGOVORNIH STRANA

3.1 Izvršilac se obavezuje da usluge pruža na vreme, u skladu sa pravilima struke i interesima naručioca, uz obavezu da naručiocu obavestava o stanju poverenih poslova i da blagovremeno odgovara na pitanja i komunikaciju naručioca.

3.2 Naručilac se obavezuje da pruži izvršiocu sve informacije i podatke koji su izvršiocu neophodni radi kvalitetnog i efikasnog izvršavanja poverenih poslova, kao i da izvršioca obavestava o promeni svojih poštanskih i elektronskih adresa, telefonskih brojeva, brojeva telefaksa i svih drugih informacija od značaja za kontakt.

4. NAKNADA I TROŠKOVI

4.1 Za izvršene usluge, naručilac će izvršiocu platiti sledeće naknade u bruto iznosu:

DRAFT SERVICE PROVISION AGREEMENT

Made on <date>., by and between:

1. **HORES – Business Association of hotel and restaurant industry - Serbia**, registration number 07782225, having its registered office at 11, Dobrinjska St., Belgrade, represented by Georgi Genov, (hereinafter referred to as: the “**Client**”)

and

2. <TENDERER'S NAME>, registration number <registration number>, having its registered office at <address>, represented by <name of legal representative> (hereinafter referred to as: the “**Service Provider**”)

1 BASIC PROVISIONS

1.1 By this Agreement the Contracting Parties stipulate mutual rights and responsibilities with respect to Service Provider's provision of expert services to the Client.

2 SUBJECT OF AGREEMENT

The Client engages the Service Provider for the purpose of provision of consultancy services concerning support to the project staff within the project „Introduction of the “Clean & Safe” voluntary certification scheme“. The services include provision of national short-term experts - auditors financed through project “Clean&Safe”Specific. Tasks of each expert in the short-term expert pool shall be as follows:

- Preparation of the on-site work
- On-site visit performance
- Control of the implementation of “Clean&Safe” protocols and compliance with standardization
- Fulfilling the e-questionary
- Preparation of regular report including the findings

3 CONTRACTING PARTIES' RESPONSIBILITIES

3.1 The Service Provider shall provide the Services in due time, according to the professional standards and in best Client's interests, with obligation to keep the Client informed of the developments of the assignments, as well as to respond in due time to Client's inquiries and communications.

3.2 The Client shall provide the Service Provider with all information and data the Service Provider needs for the purpose of quality and efficient performance of the assignments, as well as to keep the Service Provider informed on the change of Client's mail and e-mail addresses, telephone and facsimile numbers and other contact information.

4 COMPENSATION AND EXPENSES

4.1 For the Services provided hereunder, the Client shall pay to the Service Provider the gross amounts of:

- <iznos> evra po ekspertskom danu u dinarskoj protivvrednosti po srednjem kursu Narodne Banke Srbije na dan izdavanja fakture

Na kraju svakog meseca implementacije ugovora, izvršilac će podneti izveštaj o izvršenim uslugama.

Plaćanje će biti izvršeno na osnovu odobrenog izveštaja o sprovedenim uslugama, a u roku od 10 radnih dana od dana odobrenja izveštaja od strane naručioca.

5. TRAJANJE UGOVORA

5.1 Ovaj ugovor se zaključuje na period od 3 meseca od dana potpisivanja ugovora.

5.2 Ovaj ugovor stupa na snagu pošto ga potpišu obe ugovorne strane.

6. OPŠTE ODREDBE

6.1 Ugovorne strane su saglasne da se informacije i dokumenti u vezi sa ovim ugovorom i ugovornim stranom smatraju poverljivim i nijedna ugovorna strana ih ne sme upotrebljavati za druge svrhe osim onih predviđenih u ovom ugovoru, niti ih sme, bez prethodne izričite pismene saglasnosti druge ugovorne strane, činiti dostupnim trećim licima, osim onim svojim članovima uprave, zaposlenima i saradnicima, koji su uključeni u izvršavanje prava i obaveza iz ovog ugovora i koji imaju obavezu čuvanja poverljivih podataka.

6.2 Ovaj ugovor predstavlja celovitu saglasnost između ugovornih strana i njime se stavljaju van snage i gube svako pravno dejstvo bilo kakvi prethodni nacrti, sporazumi i izjave volje ugovornih strana u vezi sa predmetom ugovora.

6.3 Izmene i dopune ovog ugovora, uključujući odredbe ovog člana, vrše se aneksom ugovora u pisanoj formi. Aneks čini sastavni deo ovog ugovora i ima isto pravno dejstvo kao i ugovor.

6.4 Ukoliko pojedine odredbe ovog ugovora jesu ili postanu bez pravnog dejstva, to ne utiče na punovažnost ostalih odredaba ugovora. Preostale odredbe odredbe ugovora imaće pravno dejstvo kao da nevažeća odredba nije nikada bila predviđena.

6.5 Ovaj ugovor je sačinjen u dva istovetna primerka na srpskom i engleskom jeziku, po jedan za svaku ugovornu stranu. U slučaju nesaglasnosti, merodavna je verzija na srpskom jeziku.

NARUČILAC/CLIENT

.....
Za HORES / On behalf of HORES,

- <amount> euros per expert day. The payment will be made in RSD using the middle exchange rate of NBS for the day of issuing the invoice;

The Service Provider shall submit the report on executed services at the end of each month of implementation.

The payment shall be made based on approved Report on services provided, within 10 working days from the date of the approval of Report by the Client.

5 DURATION OF AGREEMENT

5.1 This Agreement is concluded for a period of 3 months from commencement date.

5.2 The commencement date is a date of the contract signature by both parties.

6 GENERAL PROVISIONS

6.1 The Contracting Parties mutually agree and accept that information and documents with respect to this Agreement and other Contracting Party shall be considered confidential and neither Contracting Party shall use them other than for purposes provided by the Agreement nor shall, without prior explicit consent of the other Contracting Party in writing, disclose them to third persons, except to members of their management, their employees and associates, who are involved in execution of the rights and duties arising from this Agreement and who are bound by the obligation of keeping of the confidential data.

6.2 This Agreement constitutes the entire agreement between the parties. Any drafts, agreements, statements of will shall be annulled by this Agreement and lose any and all effect with respect to the subject of the Agreement.

6.3 Any amendments of this Agreement, including provisions of this Article, shall be made by annex to the Agreement in writing. The annex shall form an integral part of the Agreement and have the same effectiveness as the Agreement.

6.4 If any provision of this Agreement is or shall be determined invalid, such invalidity shall not affect the validity of any of the remaining provisions hereof. The remaining provisions shall remain in full force and effect as if such invalid provision had never been included.

6.5 This Agreement is made in two identical copies in Serbian and English, one thereof for each Party. In case of discrepancy, the Serbian version shall prevail.

IZVRŠILAC/SERVICE PROVIDER

.....
Za <Naziv> / On behalf of <Name>,