INSTRUCTIONS TO TENDERERS

<**Contract title>**

<**Ref. number>**

When submitting their tenders, tenderers must follow all instructions, forms, terms of reference, 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.

These instructions set out the rules for submitting, selecting and implementing contracts financed under this call for tenders, in conformity with the Practical Guide, (available on the internet at this address: http://ec.europa.eu/europeaid/prag/document.do).

1. **Services to be provided**

The services required by the Contracting Authority are described in the Terms of Reference. They are set out in Annex II to the draft contract, which forms Part B of this tender dossier.

1. **Timetable**

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|  | **DATE** | **TIME\*** |
| **Deadline for requesting clarification from the Contracting Authority** | < Date 21 days before deadline for tenders > | < Time > |
| **Last date for the Contracting Authority to issue clarification** | < Date 11 days before deadline for tenders > | - |
| **Deadline for submitting tenders** | < Date > | < Time > |
| **Notification of award** | < Date at most 90 days after deadline for tenders >  | - |
| **Contract signature** | < Date at most 150 days after deadline for tenders >  | - |
| **Start date** | < Date >  | - |

**\* All times are in the time zone of the country of the Contracting Authority** **Provisional date**

1. **Participation, experts and subcontracting.**
2. For simplified procedure: Participation in this tender procedure is open only to the invited tenderers.
3. Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the exclusion situations mentioned in this Tender Dossier. In such case, their tender will be considered unsuitable or irregular respectively.
4. For simplified procedure: Tenders should be submitted by the same service provider or consortium that was invited and to which the letter of invitation to tender is addressed. No change whatsoever in the identity or composition of the tenderer is permitted.
5. Invited service providers or consortia are not allowed to form alliances with any other firms or to subcontract to each other for the purposes of this contract.
6. Subcontracting is the only permitted form of collaboration with firms that have not been invited and only on condition that the tenderer explicitly states that it is the sole party that will be contractually liable. If the tenderer intends to subcontract one or more parts of the contracted services, this must be clearly stated in the Organisation and Methodology and the Tender submission form.
7. Even if subcontracting is allowed, the invited candidate must intend to provide the majority of the services itself except for the tasks entrusted to experts either as natural persons or single-member companies.
8. All subcontractors must be eligible for the contract. If any subcontractor identified does not meet the eligibility criteria, the tender shall be rejected. If the identity of the subcontractor is not known at the time of submitting the tender, any subcontract must be awarded according to Article 4 of the General Conditions of the contract.
9. Subcontractors cannot be in any of the exclusion situations listed in the Tender Dossier. Whenever requested by the Contracting Authority, the successful tenderer/contractor shall submit a declaration from the intended subcontractor that it is not in one of the exclusion situations. In the event of doubt, the Contracting Authority shall request documentary evidence that the subcontractor is not in a situation of exclusion.
10. **Content of tenders**

## Offers, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in English / in any of official languages of programme participating countries in Latin letter.

## Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by a translation into the language of the procedure (or national language). For the purposes of interpreting the tender, the language of the procedure has precedence.

The tender must comprise of a Technical offer and a Financial offer. Each Technical offer and Financial offer must contain one original, clearly marked **‘Original’**, and <number (for environmental reasons, request as few copies as possible, double sided printing, degradable material for folders, presentations, etc.)> copies, each marked ‘**Copy’**. Failure to fulfil these requirements may result in rejection of the tender.

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| Optionally, it can be requested that along one original one electronic copy is required. |

**4.1. Technical offer**

The Technical offer must include the following documents:

1. **Tender submission form** (see Part D of this tender dossier) including:
2. A signed **declaration** from each legal entity identified in the tender submission form, using the format attached to the tender submission form.

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| Note to the Tenderers on Key Experts:   * The key experts proposed in this tender must not be part of any other tender submitted for this tender procedure. In case they are, both tenders will be rejected. * Each key expert must also undertake to be available, able and willing to work for the whole period scheduled for his/her input to implement the tasks set out in the Terms of Reference and/or in the Organisation and methodology. * Having selected a firm partly on the basis of an evaluation of the key experts presented in the tender, the Contracting Authority expects the contract to be executed by these specific experts. However, after the award letter, the selected tenderer may propose replacements for the key experts under condition that replacement expert satisfies the same requirements as the replaced expert or better. |

1. A completed **Financial Identification form** (see Annex VI to the draft contract) to indicate the bank account into which payments should be made if the tender is successful.
2. The **legal entity file** and supporting documents.
3. Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.
4. **Organisation and methodology** (will become Annex III to the contract), to be drawn up by the tenderer using the format in Annex III to the draft contract.

[For fee-based contracts:The ‘Estimated number of working days’ worksheet (in the budget breakdown spreadsheet for Annex V) must be included in the Organisation and methodology.]

1. [If required: **Key experts** (to become Annex IV to the contract). The key experts are those whose involvement is considered to be instrumental to achieve the contract objectives. Their positions and responsibilities are defined in Section 6.1.1 of the Terms of Reference in Annex II to the draft contract and they are subject to evaluation according to the evaluation grid in Part C of this tender dossier.]

Annex IV to the draft contract contains the templates that tenderers must use, including:

1. a list of the names of the key experts;
2. the CVs of each of the key experts.Each CV should be no longer than 3 pages and only one CV must be provided for each position identified in the Terms of Reference. In case of CVs longer than 3 pages, only the first 3 pages will be taken into account. Non-key experts CVs are not necessary.

The qualifications and experience of each key expert must clearly match the profiles indicated in the Terms of Reference. If an expert does not meet the minimum requirements for each evaluation criterion (i.e. qualification and skills, general professional experience and specific professional experience), he/she must be rejected. In such case the entire tender shall be rejected.

Tenderers must provide the following documents for any key experts proposed:

- a copy of the diplomas mentioned in their CVs,

- a copy of employer certificates or references proving the professional experience indicated in their CVs (this may be required. If you think CV is sufficient proof, references do not have to be required).

Only diplomas and documented experience will be taken into account. Previous experience which caused breach of contract and termination shall not be used as reference.]

(4) Non key experts may also be instrumental to achieve the contract objectives. However, they are not subject to evaluation by the evaluation Committee. Their positions and responsibilities may be defined in Section 6.1.1 of the Terms of Reference in Annex II to the draft contract.

(5) Documentary proof or statements required under the law of the country in which the company (or each of the companies for consortia) is effectively established, to show that it is not in any of the exclusion situations listed in the Tender Dossier. This evidence, documents or statements must be dated, no more than one year before the date of submission of the tender. In addition, a statement must be furnished stating that the situations described in these documents have not changed since then.

If the nature of your entity is such that it cannot fall into the exclusion situations and/or cannot provide the documents indicated above (for instance, national public administrations and international organisations), please provide a declaration explaining this situation.

(6) Documentary evidence of the financial and economic capacity as well as the technical and professional capacity according to the selection criteria specified in the contract notice.

If the documentary evidence submitted is not written in one of the official languages of the European Union, a translation into the language of the procedure must be attached. Where the documents are in an official language of the European Union other than the one of the procedure, it is however strongly recommended to provide a translation into the language of the procedure or national language, in order to facilitate the evaluation of the documents. Documentary proof or statements may be in original or copy. If copies are submitted, the originals must be available to send to the Contracting Authority upon request.

Tenderers are reminded that the provision of false information in this tender procedure may lead to the rejection of their tender.

The electronic version of the technical offer must be included with the printed version in the separate envelope in which the technical offer is submitted. If there are any discrepancies between the electronic version and the original, printed version, the latter has precedence.

**4.2. Financial offer**

The Financial offer must be presented as an amount in [Euro] [<national currency> and must be submitted using the template Financial offer of this tender dossier, including all requirements set therein.

Tenderers are reminded that the maximum budget available for this contract, as stated in the contract notice, is [EUR] [<national currency> <amount>. Payments under this contract will be made in the currency of the tender.

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| Please note that tenders can be presented in different currencies, but in this case very clear instruction must be provided on what will exact exchange rate be. Such condition must not affect market competition.  Also, think about what is your currency for payments and whether you will have additional costs if contracts are signed in different currencies (thus creating exchange rate difference). |

The applicable tax and customs arrangements are as follows.

Exemption of taxes

[The European Commission and <name of the partner country or countries > have agreed in < insert reference to the relevant Financing Agreement or Framework Agreement > to allow [partial] [full] exemption from the following taxes VAT.

1. **Variant solutions**

Tenderers are not authorised to tender for a variant in addition to this tender.

[If applicable, give details of conditions to be met by any variant:

1. **Period during which tenders are binding**

Tenderers are bound by their tenders for 90 days after the deadline for submitting tenders or until they have been notified of non-award. In exceptional cases, before the period of validity expires, the Contracting Authority may ask tenderers to extend the period for a specific number of days, which may not exceed 40.

The selected tenderer must maintain its tender for a further 60 days. This 60-day period is added to the validity period irrespective of the date of notification. This period can be further extended when the contracting authority is required to obtain the recommendation of the panel referred to in section 2.6.10.1.1. of the Practical Guide, up to the adoption of that recommendation.

1. **Additional information before the deadline for submitting tenders**

The tender dossier should be clear enough to avoid candidates having to request additional information during the procedure. If the Contracting Authority, either on its own initiative or in response to a request from an invited candidate, provides additional information on the tender dossier, it must send such information in writing to all other invited candidates at the same time.

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

<Contact name  
Address  
Fax No  
E-mail>

The Contracting Authority has no obligation to provide clarification after this date.

Any tenderer seeking to arrange individual meetings with the Contracting Authority and/or the government of the partner country and/or the European Commission concerning this contract during the tender period may be excluded from the tender procedure.

Any clarification of the tender dossier will be communicated simultaneously in writing to all tenderers at the latest 11 calendar days before the deadline for submitting tenders.

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| Please note that according to the best international practice (Public Procurement Directive[[1]](#footnote-1)) deadline for providing additional information, requested by the economic operator in good time, must be supplied at the latest six days before the time limit fixed for the receipt of tenders. This means that deadlines for submission of questions and requests for clarification could be shortened by the Contracting Authority if necessary. |

No information meeting is planned.

No site visit is planned.

Visits by individual prospective tenderers during the tender period are not organised.

1. **Submission of tenders**

Tenders must be delivered to the Contracting Authority for **receipt** before < date & time of deadline,

Note - for simplified procedure: at least 30 days after the date of the invitation letter and at the close of business of a working day.

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| Please note that public opening is not required under PRAG. However, if public opening is held, best international practice suggests it should be held at the time of deadline for submission of offers (or as close as possible). |

They must include the requested documents in clause 4 above and be sent:

* **EITHER** by recorded delivery (official postal service) to:

*<*Address of Contracting Authority*>*]

In this case, the delivery record makes proof of compliance with the time-limit for receipt.

* **OR** hand delivered (including courier services) directly to the Contracting Authority against a signed and dated receipt to:

*<*Address of Contracting Authority including opening hours *>*]

In this case, the acknowledgment of receipt makes proof of compliance with the time-limit for receipt.

**Tenders submitted by any other means will not be considered.**Tenders must be submitted using the double envelope system, i.e., in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words ‘**Envelope A — Technical offer’** and the other ‘**Envelope B — Financial offer’**. All parts of the tender other than the financial offer must be submitted in Envelope A (i.e., including the tender submission form, statements of exclusivity and availability of the key experts and declarations).

**Any infringement of these rules constitutes an irregularity which may lead to rejection of the tender.**

The outer envelope should provide the following information:

1. the address for submitting tenders indicated above;
2. the reference code of the tender procedure (i.e. **<**publication reference**>**);
3. the words ‘Not to be opened before the tender-opening session’ and <equivalent phrase in local language>;
4. the name of the tenderer.

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| Please note that minor mistakes and / or omissions such as:   * delivering lower number of copies than requested, * not delivering electronic copy (if required), * mistakes in wording, etc.   should not be reasons for rejecting tenders |

Each envelope must include an index of its contents. The pages of the Technical and Financial offers should be numbered.

1. **Amending or withdrawing tenders**

Tenderers may amend or withdraw their tenders by written notification prior to the deadline for submitting tenders. Tenders may not be amended after this deadline.

Any such notification of amendment or withdrawal must be prepared and submitted in accordance with Clause 8. The outer envelope must be marked ‘Amendment’ or ‘Withdrawal’ as appropriate.

1. **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, including the cost of interviewing proposed experts.

1. **Ownership of tenders**

The Contracting Authority retains ownership of all tenders received under this tendering procedure. Consequently, tenderers do not have the right to have their tenders returned to them.

1. **Evaluation of tenders**

**12.1. 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 in Part C 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.

The evaluation of the technical offers will follow the procedures set out in Section 3.3.10. of the Practical Guide (available on the internet at: <http://ec.europa.eu/europeaid/prag/document.do> ).

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| Important note :  Best practice in public procurement **allows** tenders to be supplemented **in regards to the documents related to the exclusion criteria, or selection criteria**.  It **does not allow** tenders to be supplemented or modified **in regards to their technical offer**.  Also, best practice in public procurement shows that tenders may be accepted in cases there are formal mistakes in the tenders, but if those formal mistakes are of such nature that they do not bring into question the integrity of the tender.  For example, there may be a case where Contracting Authority requests tender guarantee in original and in copy. Tenderer delivers original of the guarantee, and unreadable copy. Contracting Authority should not reject such offer since it is clear that the actual purpose of the request was achieved (having tender guarantee), and this formal mistake does not in any way affect the offer itself. Similar cases could be made e.g.:   * If delivered number of requested copies of the offer is less than required * In case of wrong numbering in the offer * In case offer is duly signed, but not additionally signed or initialled in other places (even if requested) * If Contracting Authority can clearly conclude offer content.   It is clear that in example cases, conduct of the Evaluation Committee enables effective procurement and efficient spending of public procurement funds (accepting the tender offering lowest price or best value for money).  Offers should in no case be supplemented in regards to technical offers, including key experts (i.e.criteria for most economically advantageous tender). |

**12.1.1. Interviews**

No interviews are foreseen.

**12.2. Evaluation of financial offers**

Upon completion of the technical evaluation, the envelopes containing the financial offers for tenders that were not eliminated during the technical evaluation will be opened (i.e. those with an average score of 75 points or more). Tenders exceeding the maximum budget available for the contract are unacceptable and will be eliminated.

Any arithmetical errors are corrected without penalty to the tenderer such that, if there is a discrepancy between a fee rate and the total amount derived from multiplying the fee rate by the corresponding number of working days, the fee rate as quoted must prevail, unless the opinion of the Evaluation Committee contains an obvious error in the fee rate, in which event the total amount as quoted must prevail and the fee rate must be corrected.

**12.3. Choice of selected tenderer**

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

**12.4. 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 members of the Evaluation Committee are bound to secrecy. The evaluation reports and written records are for official use only and may be communicated neither to the tenderers nor to any party other than the Contracting Authority, the European Commission, the European Anti-Fraud Office and the European Court of Auditors.

1. **Ethics clauses and code of conduct**

a) Absence of conflict of interest

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 and may result in administrative penalties according to the Financial Regulation in force.

b) Respect for human rights as well as environmental legislation and core labour standards

The tenderer and its staff must comply with human rights. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, 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).

**Zero tolerance for sexual exploitation and sexual abuse:**

The European Commission applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

c) 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 European Commission 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 and if the contracting authority fails to take all appropriate measures to remedy the situation. 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.

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 or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds

e) 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.

1. **Signature of contract(s)**

**14.1. Notification of award**

The successful tenderer will be informed in writing that its tender has been accepted.

**14.2. Signature of the contract(s)**

Within 30 days of receipt of the contract already signed by the Contracting Authority, the selected tenderer shall sign and date the contract and return it to the Contracting Authority.

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| Deadline of 30 days may be shortened, but only in case it does not have effect on the level of competition. |

Failure of the selected tenderer to comply with this requirement may constitute grounds for annulling the decision to award the contract. In this event, the Contracting Authority may award the tender to another tenderer.

The other tenderers will, at the same time, be informed that their tenders were not retained, by electronic means or standard letter, including an indication of the relative weaknesses of their tender by way of a comparative table of the scores for the winning tender and the unsuccessful tender.

The corresponding contract award notice will be published at the same place as the initial publications.

1. **Cancellation of the tender procedure**

In the event of cancellation of the tender procedure, the Contracting Authority will notify tenderers of the cancellation. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the unopened and sealed envelopes will be returned to the tenderers.

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 substantial errors, 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.

1. **Appeals**

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See section 2.12. of the Practical Guide.

1. **DIRECTIVE 2014/24/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 26 February 2014 on public procurement and repealing Directive 2004/18/EC,** <http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32014L0024&from=HR> [↑](#footnote-ref-1)