

## INSTRUCTIONS TO TENDERERS

### REFERENCE: CEFTA 2022-11

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.

#### 1. Services to be provided

The services required by the Contracting Authority are described in the Terms of Reference.

#### 2. Timetable

	DATE	TIME*
<b>Deadline for requesting clarification from the Contracting Authority</b>	24 October 2022	04.00 pm (Brussels time)
<b>Last date for the Contracting Authority to issue clarification</b>	3 November 2022	-
<b>Deadline for submitting tenders</b>	14 November 2022	04.00 pm (Brussels time)
<b>Interviews</b>	17 November 2022 <sup>□</sup>	-
<b>Completion date for evaluating technical offers</b>	18 November 2022 <sup>□</sup>	-
<b>Notification of award</b>	21 November 2022 <sup>□</sup>	-
<b>Contract signature</b>	23 November 2022 <sup>□</sup>	-
<b>Start date</b>	1 January 2023 <sup>□</sup>	-

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

<sup>□</sup> Provisional date

#### 3. Participation and subcontracting

- a) For the eligibility, please see point 10 of the contract notice.
- b) Legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in the EU restrictive measures<sup>1</sup> or in exclusion criteria as in Annex VIII Declaration on honour to the draft contract. Should they do so, their tender will be considered unsuitable or irregular respectively.

<sup>1</sup> <https://www.sanctionsmap.eu/#/main>

c) Subcontracting is not allowed.

#### 4. 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.

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. For the purposes of interpreting the tender, the language of the procedure has precedence.

The contractor's offer must contain one original, clearly marked '**Original**', and 2 copies, each marked '**Copy**'. Failure to fulfil the requirements in clauses 4.1 and 7 will constitute an irregularity and may result in rejection of the tender.

##### 4.1. Contractor's tender offer

The offer must include the following documents:

- Annex I Quotation Price in Annex 1 to the Terms of Reference, prepared by the tenderer in accordance with the award criteria for the qualitative evaluation of tenders in section 19 of the Terms of Reference. (*Annex I Terms of Reference CEFTA 2022-11 Quotation Price will become Annex V of the contract*);
  - Annex II Organisation and methodology;
  - Annex IV Power of Attorney, using the template provided in the tender dossier **in case of a consortium**;
  - Annex: VI a completed Financial Identification form to indicate the bank account into which payments should be made if the tender is successful;
  - Annex VII: a completed Legal Entity file;
  - Annex VIII: a completed Declaration on honour on exclusion and selection criteria;
  - A signed Tenderer's submission from each legal entity identified in the tender submission form, using the format attached to the tender submission form including
    - **Economic and financial capacity of candidate**
    - **Professional capacity of candidate**
    - **Technical capacity of candidate**
- TENDERER'S DECLARATION(S)  
STATEMENT OF EXCLUSIVITY AND AVAILABILITY  
KEY EXPERT And CV
- 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.

If the documentary evidence submitted is not written in English, a translation into English must be attached. 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 and to their exclusion from CEFTA funded procedures and contracts.

**The electronic version (USB flash drive only) of the financial offer must be included with the printed version in the separate envelope in which the financial offer is submitted. If there are any discrepancies between the electronic version and the original, printed version, the latter will have precedence.**

## 5. Variant solutions

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

## 6. 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.

The selected tenderer must maintain its tender for a further 60 days. A further period of 60 days is added to the validity period irrespective of the date of notification.

## 7. 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 a tenderer, provides additional information on the tender dossier, it must send such information in writing to all the tenderers 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: [procurement@cefta.int](mailto:procurement@cefta.int)

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

Any tenderer seeking to arrange individual meetings with the Contracting Authority concerning this contract during the tender period may be excluded from the tender procedure.

No information meeting or site visit is foreseen.

## 8. Submission of tenders

Tenders must be sent to the contracting authority before **14 November 2022, 04.00 pm**.

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

- EITHER by post or by courier service, in which case the evidence shall be constituted by the postmark or the date of the deposit slip, to:

The CEFTA Secretariat, 42 rue de La Loi, B-1040 Brussels

- OR hand delivered by the participant in person or by an agent directly to the premises of the contracting authority in return for a signed and dated receipt, in which case the evidence shall be constituted by this acknowledgement of receipt, to:

The CEFTA Secretariat, 42 rue de La Loi, B-1040 Brussels

**Tenders submitted by any other means will not be considered.**

The contracting authority may, for reasons of administrative efficiency, reject any tender submitted on time to the postal service but received, for any reason beyond the contracting authority's deadline given under point 2.

The outer envelope should provide the following information:

- a) the address for submitting tenders indicated above;
- b) the reference code of the tender procedure (i.e. **CEFTA 2022-11**);
- c) the words 'Not to be opened before the tender-opening session'
- d) the name of the tenderer.

**The pages of the offer must be numbered.**

## **9. 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 7 - The outer envelope (must be marked 'Amendment' or 'Withdrawal' as appropriate).

## **10. 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.

## **11. 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.

## **12. Evaluation of tenders**

### **11.1. Evaluation of the offers**

The quality of the offer will be evaluated in accordance with the award criteria and the weighting detailed in the evaluation grid. No other award criteria will be used.

#### **11.1.1. Interviews**

The evaluation committee might interview the Project Manager proposed in the technically compliant tenders, after having written provisional conclusions but before concluding the technical evaluation.

The interview shall be conducted via Teams platform and the date and time of these interviews will be confirmed or notified to the tenderer at least 2 days in advance. If a tenderer is unable to participate in an interview by force majeure, a mutually convenient alternative date and time is arranged with the tenderer. If the tenderer is unable to participate in this second scheduled time, its tender will be eliminated from the evaluation process.

### **11.2. Choice of selected tenderer**

The best price-quality ratio is established – 30/70.

### **11.3. 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.

## **13. Ethics clauses / Corruptive practices**

### 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.

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

The tenderer and its staff must comply with human rights and applicable data protection rules. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental

legislation 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).

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 Cefta Secretariat 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 CEFTA Secretariat are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving CEFTA 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.

## **14. Signature of contract(s)**

### **13.1. Notification of award**

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

### **13.2. Signature of the contract(s)**

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

## **15. 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.

In no event shall the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the Contracting Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced.

## **16. Appeals**

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. The action shall be launched in accordance with the Conditions and deadlines fixed by the national legislation of the Contracting Authority.

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