

INSTRUCTIONS TO TENDERERS

REFERENCE: CEFTA SEED+ 2025-01

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. They are set out in Annex II to the draft contract, which forms Part B of this tender dossier.

2. Timetable

	DATE	TIME*
Deadline for requesting clarification from the contracting authority	01 May 2025	04:00 pm (Brussels time)
Last date for the contracting authority to issue clarification	06 May 2025	04:00 pm (Brussels time)
Deadline for submitting tenders	16 May 2025	04:00 pm (Brussels time)
Completion date for evaluating technical offers	20 May 2025 [□]	-
Notification of award	22 May 2025 [□]	-
Contract signature	26 May 2025 [□]	-
Start date	01 June 2025 [□]	-

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

□ Provisional date

3. Participation, experts and subcontracting

- For the eligibility, please see point 10 of the contract notice.
- 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 situations mentioned in the EU restrictive measures¹ or in exclusion criteria as in Annex VIII. Should they be in one of these situations, their tender will be considered either unsuitable or irregular.
- Subcontracting is not allowed.

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

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 tender must include a technical offer and a financial offer, which must be submitted via email (see clause 8). Each technical offer financial offer must contain one original, clearly marked "Original", and two copies, each marked "Copy".

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. The electronic version 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 has precedence.

Failure to fulfil the requirements in clauses 4.1, 4.2 and 8 will constitute an irregularity and may result in rejection of the tender.

4.1. Technical offer

The technical offer must include the following documents:

(1) **Tender submission form** (see Part D of this tender dossier) including:

- a) Signed statements of exclusivity and availability (using the template included with the tender submission form), one for each key expert, the purpose of which are as follows:
 - ☐ The key experts proposed in this tender must not be part of any other tender submitted for this tender procedure. They must therefore commit themselves exclusively to the tenderer.
 - ☐ 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.

Note that non-key experts must not be asked to sign statements of exclusivity and availability.

Any expert working on an CEFTA financed project, where the input from his/her position to that contract could be required on the same dates as his/her activities under this contract, must not be proposed as a key expert for this contract under any circumstances. Consequently, the dates included by a key expert in his/her statement of exclusivity and availability in your tender must not overlap with dates on which he/she is committed to work as a key expert on any other contract.

The expert may participate in parallel tender procedures but must inform the contracting authority of these in the statement of exclusivity and availability. Furthermore, the expert is expected to notify the tenderer immediately if he/she is successful in another tender procedure and he/she is expected to accept the first engagement offered to him/her chronologically.

If a key expert is proposed as a key expert by more than one tenderer with the agreement of the key expert, the corresponding tenders may be rejected. The same applies if the key expert proposed has been involved in the preparation of the project. The expert concerned will be excluded from this tender procedure and may also be excluded from other CEFTA financed contracts.

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 notification to the presumed successful tender, the presumed successful tenderer may propose replacements for the key experts under certain conditions (for further information see point 12).

- b) A signed **declaration** together with a signed "Declaration on honour on exclusion criteria and selection criteria" from each legal entity identified in the tender submission form, using the format attached to the tender submission form.
 - c) 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.
 - d) A completed identification form (see Annex VI to the draft contract).
- (2) **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.

The 'Estimated number of working days' worksheet (in the budget breakdown spreadsheet for Annex V) must be included in the organisation and methodology.

- (3) **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. The evaluation committee may also call them for interview.

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

- a) a list of the names of the key experts;
- b) the expert's profile of each of the key experts. Each expert's profile should be no longer than 3 pages and only one expert's profile must be provided for each position identified in the terms of reference. Only the work experience mentioned in the expert's profile will be considered by the evaluation committee. Note that the expert's profile of non-key experts must not be submitted.

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 expert's profile,
- a copy of employer certificates or references or signed copies of consultancy or labour contracts proving the professional experience indicated in their expert's profile. The admissibility of any other supporting documents to prove the work experience indicated in the expert's profile will be subject to the discretion of the contracting authority.

Only diplomas and documented experience will be taken into account. Previous experience which would have led to 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 6.1.2 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 section mentioned in the Annex VIII.

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.

The contracting authority may waive the obligation of any tenderer to submit the documentary evidence referred to above based on a risk assessment, or if such evidence has already been submitted for the purposes of another procurement procedure, provided that the issue date of the documents does not exceed one year and that they are still valid. In this case, the tenderer must declare on his/her honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that his/her situation has not changed.

- (6) Documentary evidence of the financial and economic capacity and/or of the technical and professional capacity including any possible additional information for the assessment of the absence of professional conflicting interest when requested, according to the selection criteria specified in point 16 of 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 documentary evidence submitted is in an official language of the European Union other than the one of the procedure, it is strongly recommended to provide a translation into the language of the procedure, 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 and to their exclusion from CEFTA funded procedures and contracts.

4.2. Financial offer

The financial offer must be presented in Euro² and must be submitted using the template included in the fee based version of Annex V to part B of this tender dossier.

- ☐ Budget breakdown.
- ☐ Working days

To complete the spreadsheet:

- 1) Enter the fee rates for each category of expert in the first worksheet ('Budget breakdown')
- 2) Enter the estimated numbers of working days for each category of expert during the period of implementation of the tasks in the second worksheet ('Working days')
- 3) Enter the lump sums proposed for items required in Section 6.6 of the terms of reference in the first worksheet ('Budget breakdown'), if any

² The currency of the tender is the currency of the contract and the currency of payment.

- 4) Enter the subtotal for the travel costs and other costs for the provision for incidental expenditure given in Section 6.5 of the terms of reference in the first worksheet ('Budget breakdown')
- 5) Enter the subtotal for expenditure verification for the provision for incidental expenditure given in Section 6.5 of the terms of reference in the first worksheet ('Budget breakdown').

Note that a schedule based on the 'Estimated number of working days' worksheet within this spreadsheet must be included as part of the organisation and methodology in the technical offer.

Tenderers are reminded that the maximum budget available for this contract, as stated in the contract notice, is EUR 200.000. Payments under this contract will be made in the currency of the tender. Only the price without VAT will be taken into consideration for the financial evaluation.

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 110 days after the deadline for submitting tenders.

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 20.

The successful 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 by mutual agreement between the parties.

In case the contracting authority suspends the signature of the contract after the standstill period, all tenderers have to be informed within 3 working days following the suspension decision, which automatically extends the validity of their tender for the appropriate period.

During the tender validity period for the unsuccessful tenderers, the contracting authority reserves the right to send a notification of award to the next best ranked tenderer. The validity of the next best ranked tender will be extended by 60 days, upon notification of the new award decision. This 60-day period is added to the validity period irrespective of the date of notification, which should however be within the validity period.

The tenderer may refuse the award of the contract if, when receiving a notification of award, the validity of their tender has expired.

7. Additional information before the deadline for submitting tenders

Tenderers may submit questions in writing to the following address up to 15 days before the deadline for submission of tenders, specifying the publication reference and the contract title: 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 16th May 2025, 4 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.

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). 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 SEED+ 2025-01**);
- c) the words ‘Not to be opened before the tender-opening session’
- d) the name of the tenderer.

The pages of the technical and financial offers 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 8. The outer envelope (and the relevant inner 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

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.

12.1.1. Interviews

No interviews are foreseen.

12.2. Evaluation of financial offers

Upon completion of the technical evaluation, the financial offers[s] of tenders that were not eliminated during the technical evaluation will be assessed (i.e. those with an average score of 75 points or more). Tenders exceeding the maximum budget available for the contract will not be accepted and will therefore not be further evaluated.

12.3. Evaluation committee preliminary conclusions

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

12.4. Verifications with the presumed successful tender

The contracting authority shall request the presumed successful tender to provide within 3 days from the date of the notification:

- a. confirmation of key experts;
- b. confirmation of auditor/practitioner for the provision of the expenditure;

In case of unavailability of the key experts the presumed successful tenderer will be allowed to propose replacement key-expert(s). The presumed successful tenderer shall give due justification for the change of a key-expert but the acceptance will not be limited to specific cases. Up to three replacement key-experts may be proposed for the same position but only one time-period of 7 days from the date of the notification will be offered. The replacement key-expert(s) cannot be an expert proposed by another tenderer in the same call for tender.

The replacement key-expert's total score must be at least as high as the scores of the key-expert initially proposed in the tender. It must be emphasised that the minimum requirements for each evaluation criteria must be met by the proposed replacement expert.

If replacement key-experts are not proposed within 7 days or if the proposed replacement experts are not sufficiently qualified, or if the proposal of the replacement key-expert amends the award conditions applicable to this call for tenders, the contracting authority may decide to notify to the next best ranked tenderer (newly presumed successful tenderer). The newly presumed successful tender shall be requested to provide within 7 days of the notification the requested information.

Should the contracting authority learn that a tenderer has confirmed the availability of a key expert although the tenderer has deliberately concealed the fact that the key-expert is unavailable from the date specified in the tender dossier for the start of the assignment, the contracting authority may decide to, as applicable, annul the award to that tenderer or terminate the contract on the basis of Article 36.2 (1) of the general conditions.

It is reminded that the tenderer/contractor may also be subject to financial penalties, and or it may lead to a tenderer's /contractor's exclusion from other contracts funded by the European Union.

12.5 Notification of award

Tenderer(s) will be notified of the outcome of this procurement procedure in writing.

12.6 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.

13. Ethics clauses / Corruptive practices

a) Absence of conflict of interest and of professional conflicting interest

The tenderer must not be affected by any professional conflicting interest nor any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any undue influence or attempt to unduly influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders, any attempt to obtain confidential information or entering into unlawful agreements with competitors will lead to the rejection of its tender and may result in exclusion from future award procedures and/or financial penalties according to the Financial Regulation in force.

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

The tenderer must respect environmental legislation and core labour standards: participants that are awarded the contract 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).

The tenderer and its staff must commit to and ensure the respect of basic EU values, the tenderer and its staff must comply with basic EU values such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities.

The tenderer and its staff must comply with applicable data protection rules and environmental legislation. In particular, tenderers who have been awarded the contract must also comply with 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).

The tenderer and its staff must comply with the EU values, such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities.

Zero tolerance for sexual exploitation, abuse and harassment:

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 excluded from future award procedures.

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)

Within 30 days of receipt of the contract, the other party shall sign and date the contract and return it.

If it is not possible to sign the contract as envisaged in the award decision, or if the successful tenderer fails to sign the contract as requested, the contracting authority reserves the right to review its decision and, where appropriate, award the contract to another tenderer or cancel the procedure.

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.

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 breach of obligations, 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.

16. Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint.

17. Data Protection

Processing of personal data related to this tender procedure by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

18. Early detection and exclusion system

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, natural or legal person that assumes unlimited liability for the debts, natural or legal person who is essential for the award or for the implementation of the legal commitment, beneficial owner or any affiliate of the tenderer, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form) may be registered in the early detection and exclusion system,, and communicated to the persons and entities concerned in relation to the award or the execution of a procurement contract.

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