

# INSTRUCTIONS TO TENDERERS

REFERENCE: TEXFOR 3/2022

## INSTRUCTIONS TO TENDERERS

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 (Partner) are described in the Annexes to the Contract Template which are part of this tender dossier.

### 2. Timetable

	DATE	TIME*
Deadline for requesting clarification from the contracting authority	26 <sup>th</sup> September 2022	17,00
Last date for the contracting authority to issue clarification	28 <sup>th</sup> September 2022	17,00
Deadline for receiving tenders	<b>3<sup>rd</sup> October 2022</b>	17,00
Interviews (if any)	Not applicable	-
Completion date for evaluating offers	5 <sup>th</sup> October 2022	-
Notification of award	6 <sup>th</sup> October 2022	-
Contract signature	6 <sup>th</sup> October 2022	-
Start date	7 <sup>th</sup> October 2022	-

\* All times are in the time zone of the country of the contracting authority

### 3. Participation, experts and subcontracting

- a) Participation in this tender procedure is open only to the invited tenderers. For the eligibility, please see point 10 of the contract notice.
- b) 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 Sections 2.4. (EU restrictive measures), 2.6.10.1. (exclusion criteria) or 2.6.10.1.1. (rejection from a procedure) of the **practical guide PRAG**. Should they do so, their tender will be considered unsuitable or irregular respectively.

- c) In the cases listed in Section 2.6.10.1.1. of the **PRAG** tenderers may be excluded from EU financed procedures and be subject to financial penalties up to 10 % of the total value of the contract in accordance with the Financial Regulation in force. This information may be published on the Commission website in accordance with the Financial Regulation in force.
- d) 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 (Partner) must be written **in English**.

Supporting documents 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 in separate envelopes (see below). The technical offer envelope and the financial offer envelope must contain one original, clearly marked '**Original**', and 2 copies, each marked '**Copy**'. Failure to fulfil the requirements in clauses 4.1, 4.2 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 this tender dossier) including:
  - a) A signed **declaration** together with a signed "**Declaration on honour on exclusion criteria and selection criteria**" from each legal or natural entity identified in the tender submission form, using the format attached to the tender submission form.
  - b) The **legal entity file** included in this dossier and supporting documents.
  - c) **Duly authorised signature**: for legal persons: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company is duly authorised to do so. For natural persons: a copy of an identity document.
- (2) **CV of Key expert/s**: the key expert/s are considered to be instrumental to achieve the contract objectives. His/her responsibilities are defined in the Terms of Reference.
- (3) **Documentary evidence of the technical and professional capacity** according to the selection criteria specified in point 16 of the contract notice.
- (4) **The Terms of References, countersigned for acceptance**

If the documentary evidence submitted is not written in one of the official languages of the European Union, a translation into English 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 English, 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 be 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 EU-funded procedures and contracts.

#### **4.2. Financial offer**

For global price contracts:

The financial offer must be presented in Euro and must include the Budget breakdown for a global price contract (using the template included in this tender dossier).

The maximum budget available for this contract as stated in the contract notice, is **Euro 20.000** (VAT included). Payments under this contract will be made in Euro.

The applicable tax arrangements are those of the country of the Contracting Authority.

#### **5. 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.

#### **6. Additional information before the deadline for submitting tenders**

The tender dossier should be clear enough to avoid tenderers 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 **3 calendar days** before the deadline for submission of tenders, specifying the publication reference and the contract title:

**TEXFOR – Luz Villalta**  
Sant Quirze, 30, 08201 Sabadell, Barcelona (Spain)  
luz@texfor.es

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.**

No information meeting or site visit is foreseen.

#### **7. Submission of tenders**

Tenders must be received by the contracting authority before **3<sup>rd</sup> October 2022 at 17,00.** They must include the requested documents in clause 4 above and be sent:

- **EITHER** by courier service, in which case the evidence shall be the date of the online receipt signed by the Contracting Authority to:

TEXFOR – **Luz Villalta**  
Sant Quirze, 30, 08201 Sabadell, Barcelona (Spain)

**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 this acknowledgement of receipt, to:

TEXFOR – **Luz Villalta**  
Sant Quirze, 30, 08201 Sabadell, Barcelona (Spain)

**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 control, after the effective date of approval of the evaluation report.

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, Legal entity file 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. **TEXFOR 3/2022**)
- 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.**

## **8. Costs for preparing tenders**

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable.

## **9. 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.

## **10. Evaluation of tenders**

### **11.1. Evaluation of technical offers**

The quality of each technical offer will be evaluated in accordance with the award criteria (see Contract notice) and the weighting detailed in the evaluation grid in Part D of this tender

dossier. No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in Annex 1 to the Contract.

#### **11.1.1. Interviews**

No interviews are foreseen

#### **11.2. 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.

#### **11.3. Choice of selected tenderer**

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

#### **11.4. 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.

### **11. 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 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 must comply with human rights, applicable data protection rules, environmental legislation, core labour standards, and avoid any wrongful conduct which has an impact on the professional credibility of the tenderer.

#### 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.

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.

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

### **12.1. Notification of award**

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

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

Within **1 working day** 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.

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 or cancel the tender procedure.

The other tenderers will, at the same time as the notification of award is submitted, 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 second best tenderer is informed of the notification of award to the successful tenderer with the reservation of the possibility to receive a notification of award in case of inability to sign the contract with the first ranked tenderer. The validity of the offer of the second best tenderer will be kept and may be extended for 60 days.**

The contracting authority will furthermore, at the same time, also inform the remaining unsuccessful tenderers and the consequence of these letters will be that the validity of their offers must not be retained.

## **13. Cancellation of the tender procedure**

In the event of cancellation of the tender procedure, the contracting authority (Partner) 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 (such as termination of the Partnership between the Contracting authority and the Lead Beneficiary of the STAND UP! ENI CBC

MED Mediterranean Sea Basin Programme project) 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 (Partner) 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.**

#### **14. 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.

#### **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, 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 and name and given name of the persons with powers of representation, decision-making or control, if legal person) 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.