

INSTRUCTIONS TO TENDERERS

REFERENCE: NY-B05

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: <https://wikis.ec.europa.eu/display/ExactExternalWiki/ePRAG>).

1. Services to be provided

The services required by the contracting authority are described in the terms of reference, Annex II to the draft contract, which forms Part B of this tender dossier.

2. Timetable

	DATE	TIME*
Deadline for submitting tenders	20 July 2025	23:59
Interviews (if any)	Not applicable	-
Completion date for evaluating technical offers	22 July 2025	-
Notification of award	23 July 2025	-
Contract signature	25 July 2025	-
Start date	25 July 2025	-

* Italian time zone ☐ Provisional date

3. Participation, experts and subcontracting

- Participation in this tender procedure is open
- 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 2.6.10.1.2. (rejection from a given procedure) of the **practical guide**. Should they do so, their tender will be considered unsuitable or irregular respectively.
- In the cases listed in Section 2.6.10.1.1. of the **practical guide** 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.

- d) This information may be published on the Commission website in accordance with the Financial Regulation in force.
- e) The contract between the tenderer/contractor and its experts, or the third party making available the experts, shall contain a provision that experts are subject to the approval of the partner country. It is furthermore recommended that this contract contain a dispute resolution clause.
- f) 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 tender must include a technical offer (better specified in the Organization and Methodology template) and a financial offer (annex V), which must be submitted via email to [*gareappalti@iamb.it*](mailto:gareappalti@iamb.it).

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) A signed **declaration** using the format attached to the tender submission form together with a signed "Declaration on honour on exclusion criteria and selection criteria"¹ from each legal entity identified in the tender submission form and from each sub-contractor and/or capacity providing entity, using the format attached to the tender submission form.
 - b) The **legal entity file, natural person** and supporting documents (see Annex V; if the tenderer has already signed another contract with the European Commission, it may provide instead either its legal entity number or a copy of the legal entity file provided on that occasion, unless it has changed its legal status in the meantime).
 - c) 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. (If the tenderer has already signed another contract with the European Commission, it may provide instead either its financial identification form number or a copy of the financial identification form provided on that occasion, unless it has changed in the meantime).

¹ See point 4 above and point 8 below: in case of electronic submission, tenderers must keep the originals of the Declaration on Honour for control purposes and must provide them to the contracting authority upon request.

d) Declaration on honour

- 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. CVs of the applicants must be included.

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

The financial offer must be presented as an amount in Euro and must be submitted using the template for the global-price version of Annex V to part B of this tender dossier.

The global price may be broken down by outputs if required from the terms of reference.

Tenderers are reminded that the maximum budget available for this contract, as stated in the contract notice, is:

- **First Phase (LOT 1): 12.900 euro all included**
- **Second Phase (LOT 2): 25.904 euro all included (TBC)**

Payments under this contract will be made in Euro.

Applications can be submitted only with regards to both lots. Applications per single lot will be rejected.

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. 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. A further period of 60 days 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.

7. Additional information before the deadline for submitting tenders

Any request for additional information must be made in writing to the following email address: ***gareappalti@iamb.it***.

Any clarification of the tender dossier will be communicated simultaneously to all tenderers at the latest 8 calendar days before the deadline for submitting tenders.

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.

8. Submission of tenders

Tenders must be sent to the contracting authority before **20 July 2025** at 23.59 to the following email address: *gareappalti@iamb.it*.

A tender received after the time limit for receipt of tenders will be rejected.

Tenderers must ensure that their submitted tenders contain all the information and documents required by the contracting authority at the time of submission as set out in the procurement documents.

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.

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.

The evaluation of the technical offers will follow the procedures set out in Section 3.4.10.3 of the practical guide (available on the internet at <https://wikis.ec.europa.eu/display/ExactExternalWiki/3.+Service+Contracts>).

12.1.1. Interviews

No interviews are foreseen.

12.2. Evaluation of financial offers

Tenders exceeding the maximum budget available for the contract or concerning one lot over two will not be accepted and will therefore not be further evaluated.

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.

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 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 personnel 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).

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 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.

14. Signature of contract(s)

14.1. Notification of award

Tenderers will be notified of the outcome of this procurement procedure by e-mail.

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.

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 second tenderer may refuse the award of the contract if, when receiving a notification of award, the 90 days of validity of their tender has expired.

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.

15. Cancellation of the tender procedure

In the event of cancellation of the tender procedure, the contracting authority will notify tenderers of the cancellation.

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. See Section 2.12. of the practical guide.

17. Data Protection

On 5 July 2019 the CIHEAM adopted the “Security of the Information and Personal Data Protection Policy”, inspired by the same principles stated in the EU Regulation 679/2016 – General Data Protection Regulation and subsequent amendments and additions. To this end, processing of personal data related to this tender procedure by the contracting authority takes place in accordance with the principles of lawfulness and fairness while respecting the confidentiality requirements.

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.