

VOLUME 1

SECTION 1: INSTRUCTIONS TO TENDERERS

SECTION I INSTRUCTIONS TO TENDERERS

In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever its own conditions of sale may be, which it hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, 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 will lead to the rejection of the tender. No account can be taken of any reservation in the tender as regards the tender dossier; any reservation may result in the immediate rejection of the tender without further evaluation.

These Instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the provisions of the Practical Guide, which is applicable to the present call (available on the Internet at this address: <http://ec.europa.eu/europeaid/prag/document.do>).

How to complete these standard instructions to tenderers. Please insert information between the <> brackets as indicated for each tender procedure. Square brackets [] and parts shaded in grey indicate options to choose: they should be included when applicable, but should only be modified in exceptional cases, dictated by the requirements of a specific call for tenders. **All other parts of these standard instructions must be left unchanged.** In the final version of the instructions to tenderers, please remember to delete this paragraph, any other text with yellow highlighting and to suppress all brackets.

GENERAL PART

1. GENERAL INSTRUCTIONS

Tenderers must tender for the whole of the works required by the dossier. Timetable:

	DATE	TIME*
Clarification meeting	< Date >	< Time >
Site visit	< Date >	< Time >
Deadline for request for any additional information from the Contracting Authority	< 21 days before deadline for tenders >	< Time >
Last date on which additional information are issued by the Contracting Authority	< Date 11 days before deadline for tenders >	-
Deadline for submission of tenders	<Date>	< Time >
Tender opening session	<Date>	< Time >
Notification of award to the successful tenderer	< Date at most 90 days after deadline for tenders > ⁸	-
Signature of the contract	< Date at most 150 days after deadline for tenders > ⁸	-

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

⁸ Provisional date

2. TENDER EXPENSES

The tenderer will bear all costs associated with the preparation and submission of the tender. The Contracting Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.

The Contracting Authority will neither be responsible for, nor cover, any expenses or losses incurred by the tenderer through site visits and inspections or any other aspect of its tender.

3. SITE INSPECTION

A clarification meeting and/or a site visit [will] [will not] be held by the Contracting Authority on <Date, time and place>

[The minutes of the [clarification meeting and the site visit] [site visit] will be sent to the invited tenderers]

TENDERS DOCUMENTS

4. CONTENT OF TENDER DOCUMENTS

Tenderers bear sole liability for examining with appropriate care the tender documents, including those design documents available for inspection and any modification to the tender documents

issued during the tendering period, and for obtaining reliable information with respect to any and all conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that the tenderer is successful, no claim for alteration of the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.

5. EXPLANATIONS CONCERNING TENDER DOCUMENTS

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

<Contact Name>
<Address>
<Fax>
<E-mail>

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

6. MODIFICATIONS TO TENDER DOCUMENTS

The Contracting Authority may amend the tender documents up to 11 days before the deadline for submission of tenders. Any modification 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.

The Contracting Authority may, as necessary and in accordance with **Clause 12**, extend the deadline for submission of tenders to give tenderers sufficient time to take modifications into account when preparing their tenders.

TENDERS PREPARATION

7. LANGUAGE OF TENDERS

The tender and all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in the language of the procedure which is English.

If the supporting documents are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the European Union other than English it is however strongly recommended to provide a translation into the language of the call for tenders, in order to facilitate the evaluation of the documents.

8. CONTENT AND PRESENTATION OF TENDER

To be customised to the requirements of the tender dossier

The tender must be signed by a person or persons empowered by the power of attorney submitted in accordance with **Form 4.3 of Volume 1, Section 4** of the tender dossier.

All tenders must comprise the following information and duly completed documents:

8.1 Tender form, in accordance with the **Form of Volume 1, Section 2**, together with its Annex 'Declaration of honour on exclusion criteria and selection criteria'

8.2 Evidence of the tenderer's fulfilment of the following **eligibility** and selection criteria:

- the eligibility requirements in section **10** of the attached contract notice, through **the Tender Form and Form 4.5.b** (' Legal Entity File'). Copies of the most recent documents showing legal status and place of registration of the headquarters of the tenderer are to be attached;
- the **economic and** financial capacity requirements in section **14.a** of the attached contract notice, through **Form 4.4**;
- the professional and technical capacity requirements in section **14.b** of the attached contract notice, through **Form 4.6.5**.

8.3 Financial offer, in accordance with **Form 4.2.3** ('Breakdown of the Lump-sum Price') of **Volume 4**;

The Breakdown of the Lump-sum Price does not derogate in any way to the clause according to which, in a lump-sum contract, the total contract price remains fixed irrespective of the quantities of work actually carried out. The prices filled in Volume 4 are deemed to have been determined on the basis of the conditions in force 30 days prior to the latest date fixed for submission of tenders.

8.4 Technical offer, which must include this information:

- a list of the staff proposed for the execution of the contract, with the CVs of key staff (**Forms 4.6.1.2 and 4.6.1.3**);
- a list of plant proposed for execution of the contract (**Form 4.6.2**). The descriptions must demonstrate the tenderer's ability to complete the works and should include inter alia:

< Trenching machines

Dewatering plant

Concrete mixing and placing plant

Cranes and lifting equipment...>

The tenderer must indicate whether such equipment is owned, hired or used by a subcontractor

- a work plan with brief descriptions of major activities (**Form 4.6.3 Volume 1**), showing the sequence and proposed timetable for the implementation of the tasks.

8.5 a power of attorney empowering the person signing the tender and all related documentation (**Form 4.3**).

8.6 the Financial identification form (**Form 4.5a, Volume 1**). Where the tenderer has already signed another contract financed by the European Union, it may provide instead of the forms and its supporting documents either the file numbers received or copies of the forms provided on that occasion, unless a change occurred in the meantime.

Tenders submitted by companies in partnerships forming a joint venture/consortium must also fulfil the following requirements:

- The tender must include all the information required by **Subclause 8.2** above for each member of the joint venture/consortium and the summary data for execution of works by the tenderer.
- The tender must be signed in a way that legally binds all members. One member must be appointed lead member and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all the individual members. See Form 4.3 in Volume 1 and the tender form.
- All members of the joint venture/consortium are bound to remain in the joint venture/consortium for the whole execution period of the contract. See the declaration in the tender form.

9. TENDER PRICES

The currency of the tender is the [EUR] [<ISO code of national currency>] only for indirect management in the following cases: (i) when legal or local constraints exceptionally impose using the national currency; (ii) when needed, for contracts within the imprest component of a programme estimate].¹

The tenderer must provide a Breakdown of the Lump-sum Price in [EUR] [<ISO code of national currency>] only for indirect management]. The tender price must cover the whole of the works as described in the tender documents. No payment will be made for items which have not been costed; such items will be deemed to be covered by other items on the Breakdown of the Lump-sum Price.

10. PERIOD OF VALIDITY OF TENDERS

Tenders must remain valid for a period of 90 days from the deadline for submission of tenders indicated in the **contract** notice, the invitation to tender or as modified in accordance with **Clause 6** and/or **12**.

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

SUBMISSION OF TENDERS

11. SEALING, MARKING AND SUBMISSION OF TENDERS

The complete tender must be submitted in one original, clearly marked "original" and <...(in view of environmental considerations, as few copies as possible should be requested)> copies, also clearly marked "copy". In the event of any discrepancy between them the original will prevail. [other specifications regarding the submission of tenders]

The technical and financial offers must be placed together in a sealed envelope. The envelopes should then be placed in another sealed envelope/package, unless their volume requires several envelopes/packages.

¹ The currency of tender will be the currency of the contract and of payment.

All tenders must be received by the Contracting Authority before the deadline for submission of tenders specified **in the table in point 1 above**, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by <.....> or its representative.

The tender shall be sent to the following address:

<full postal address of Contracting Authority>

If the tenders are hand delivered they should be delivered to the following address:

< full delivery address including opening hours >

Tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

- (a) the above address;
- (b) the reference code of this tender procedure, (i.e., <publication reference>);
- (c) where applicable, the number of the lot(s) tendered for;
- (d) the words "Not to be opened before the tender opening session" in the language of the tender dossier and <equivalent phrase in the local language>.
- (e) the name of the tenderer.

12. EXTENSION OF THE DEADLINE FOR SUBMISSION OF TENDERS

The Contracting Authority may, on its own discretion, extend the deadline for submission of tenders **when issuing a modification**. In such cases, all rights and obligations of the Contracting Authority and the tenderer regarding the original date specified in the **contract** notice will be subject to the new date.

13. LATE TENDERS

All tenders received after the deadline for submission specified in these instructions will be kept by the Contracting Authority.

No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

14. ALTERATION AND WITHDRAWAL OF TENDERS

Tenderers may alter or withdraw their tenders by written notification prior to the above deadline. No tender may be altered after the deadline for submission. Withdrawals must be unconditional and will end all participation in the tender procedure.

Any such notification of alteration or withdrawal must be prepared and submitted in accordance with **Clause 11 above**, and the envelope must also be marked with "alteration" or "withdrawal" as appropriate.

OPENING AND EVALUATION OF TENDERS

15. OPENING OF TENDERS

Tenders will be opened in public session by the committee appointed for the purpose on the following date and venue: <.....>

The committee will draw up minutes of the meeting, which shall be available to tenderers on request.

After the public opening of the tenders, no information relating to the examination, clarification, evaluation or comparison of tenders or recommendations concerning the award of contract can be disclosed until after the contract has been awarded.

16. EVALUATION OF TENDERS

The Contracting Authority reserves the right to ask a tenderer to clarify any part of the offer that the evaluation committee may consider necessary for the evaluation of the offer. Such requests and the responses to them must be made in writing. They may in no circumstances alter or try to change the price or content of the tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders. The Contracting Authority reserves the right to check information submitted by the tenderer if the evaluation committee considers it necessary.

The evaluation of tenders will be conducted according to section 5.3.9.4 of the Practical Guide:

16.1 Examination of the administrative conformity of tenders

The evaluation committee will check that each tender:

- has been properly signed;
- all the elements in the administrative compliance grid are acceptable;
- has complete documentation and information;
- substantially complies with the requirements of these tender documents.

16.2 Examination of the selection criteria

The evaluation committee will check whether the tenderers meet the eligibility and selection criteria.

16.3 Technical evaluation

The evaluation committee will analyse the tenders' technical conformity in relation to the technical specifications, classifying them technically compliant or non-compliant.

16.4 Financial evaluation

Once the technical evaluation has been completed the evaluation committee checks that the financial offers contain no arithmetical errors. When analysing the tender, the evaluation committee will determine the final tender price after adjusting it on the basis of **Clause 17.**

16.5 Award criterion

The most economically advantageous tender is the technically compliant tender with the lowest price.

17. CORRECTION OF ERRORS

Possible errors in the financial offer will be corrected by the evaluation committee as follows:

- where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
- except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.

The amount stated in the tender will be adjusted by the evaluation committee in the event of error, and the tenderer will be bound by that adjusted amount.

CONTRACT AWARD

18. NOTIFICATION OF AWARD, CONTRACT CLARIFICATIONS

Prior to the expiration of the period of validity of tenders, the Contracting Authority will notify the successful tenderer, in writing, that its tender has been selected and draw its attention to any arithmetical errors corrected during the evaluation process. This notification may take the form of an invitation to clarify certain contractual questions raised therein, to which the tenderer must be prepared to reply. This clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of such clarifications will be set out in a memorandum of clarifications, to be signed by both parties and incorporated into the contract.

Documentary evidence required from the successful tenderer:

Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the **documentary proof** or statements required under the law of the country in which the company (or, for consortia, each of the companies) is established, to show that it does not fall into any of the exclusion situations listed in section 2.3.3 of the Practical Guide. This evidence, documents or statements must carry a date, which cannot be 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. The above-mentioned documents must be submitted for the tenderer, every member of a joint venture/consortium, all subcontractors providing more than 10% of the works and every supplier providing more than 10% of the works. For any other subcontractor or supplier, the successful tenderer must submit a declaration from the intended subcontractor or supplier that it is not in one of the exclusion situations. In the event of doubt on this declaration of honour, the Contracting Authority must request documentary evidence that they are not in a situation of exclusion.

If the successful tenderer fails to provide this documentary proof or statement within 15 calendar days following notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In this case, the Contracting Authority may award the tender to the next lowest tenderer or cancel the tender procedure.

After the contract has been signed, the Contracting Authority will promptly notify the other tenderers that their tenders have not been successful.

By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.

19. CONTRACT SIGNING

Within 30 days of receipt of the contract already signed by the Contracting Authority, the selected tenderer must sign and date the contract and return it to the Contracting Authority. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.

If it fails to sign and return the contract within 30 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.

20. CANCELLATION OF THE TENDER PROCEDURE

In the event of a tender procedure's cancellation, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

- the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal execution of the project impossible;
- all technically compliant tenders exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these 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 will the Contracting Authority be liable for 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 informed of the possibility of damage. The publication of a procurement notice does not commit the Contracting Authority to implement the programme or project announced.