

# INSTRUCTIONS TO TENDERERS

**PUBLICATION REFERENCE:** <\_\_\_\_\_>

In submitting their tenders, tenderers must respect 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 will lead to the rejection of the tender.

**How to complete these standard Instructions to tenderers:** The elements within <> brackets must be completed with the information indicated, as appropriate for each tender procedure. The phrases within [ ] should only be included if appropriate while the paragraphs shaded in grey should only need to be amended in exceptional cases, depending on the requirements of particular tender procedures. **All other parts of these standard Instructions must not be altered in any way.** Please remember to delete this paragraph and all any other yellow information paragraph in the final version of the Instructions to tenderers.

## 1. Services to be provided

The services required by the Contracting Authority are described in the Terms of Reference. These are contained in Annex II of the draft contract, which forms Part B of this tender dossier.

## 2. Timetable

	DATE	TIME*
Site visit (if any)	< Date / Not applicable >	< Time / Not applicable >
Information meeting (if any)	< Date / Not applicable >	< Time / Not applicable >
Deadline for request for any clarifications from the Contracting Authority	< Date 21 days before deadline for tenders >	< Time >
Last date on which clarifications are issued by the Contracting Authority	< Date 11 days before deadline for tenders >	-
Deadline for submission of tenders	< Date >	< Time >
Interviews (if any)	< Date / Not applicable > <sup>3</sup>	-
Completion date for evaluation of technical offers	< Date > <sup>3</sup>	-
Notification of award to the selected tenderer	< Date at most 90 days after deadline for tenders > <sup>3</sup>	-
Contract signature	< Date at most 150 days after deadline for tenders > <sup>3</sup>	-

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Commencement date	< Date > <sup>³</sup>	-
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\* All times are in the time zone of the country of the Contracting Authority

<sup>³</sup> Provisional date

### 3. Participation and sub-contracting

- a) Participation in this tender procedure is open only to the short-listed candidates (as identified in the Shortlist notice in Part C of this tender dossier);
- 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 conditions mentioned in Section 2.3.3 of the **Practical Guide to contract procedures for EC external actions**. Should they do so, they may be excluded from tender procedures and contracts in accordance with the Section 2.3.5 of the **Practical Guide to contract procedures for EC external actions**.
- c) Tenderers which have been guilty of making false declarations shall also be subject to financial penalties representing 10% of the total value of the contract being awarded. This rate may be increased to 20% in the event of a repeat offence within five years of the first infringement.
- d) Tenders should be submitted by the same service provider or consortium which has submitted the application form on the basis of which it was short-listed and to which the letter of the invitation to tender is addressed. **No change whatsoever in the identity or composition of the tenderer is permitted** unless the Contracting Authority has given its prior approval in writing;
- e) Short-listed service providers or consortia are not allowed to form alliances with any other firms or to sub-contract to each other for the purposes of this contract;

*[If sub-contracting is allowed:]*

- f) Sub-contracting is the only allowed form of collaboration with firms which have not been short-listed and only on condition that the tenderer explicitly states that it is the sole party which will be contractually liable. If the tenderer intends to subcontract one or more parts of the contracted services, this must be clearly stated by the tenderer in its Tender submission form;
- g) Even if sub-contracting is allowed, the short-listed candidate must intend to carry out the major part of the services itself. The total value of the sub-contracted part of the services must not exceed <insert the percentage stated in the procurement notice > of the contract value and the sub-contractor must not sub-contract further;
- h) All sub-contractors must be eligible for the contract. If the identity of the intended sub-contractor is already known at the time of submitting the tender, the tenderer must furnish a statement guaranteeing the eligibility of the sub-contractor. If any sub-contractor identified in this way does not meet the eligibility criteria, the tender shall be rejected. If the identity of the sub-contractor is not known at the time of submitting the tender, any sub-contract must be awarded according to Article 4 of the General Conditions of the contract, subject to the limit on the total value of the sub-contracted services stated in g) above.

*[If sub-contracting is not allowed:*

- f) Sub-contracting is not allowed.]

#### 4. Content of tenders

The 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 interpretation of the tender, the language of the procedure will prevail.

The tender must comprise of a Technical offer and a Financial offer and these must be submitted in separate envelopes (see clause 8). Each Technical offer and Financial offer must contain one original, clearly marked "**Original**", and <number> copies, each marked "**Copy**". Failure to respect the requirements in clauses 4.1, 4.2 and 6 will constitute a formal error and may result in the 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 being submitted for this tender procedure. They must therefore engage themselves exclusively to the tenderer.
  - ☐ Each key expert must also undertake to be available, able and willing to work for all the period foreseen for his/her input during the implementation of the contract as indicated 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 who is engaged in an EC-financed project, where the input from his/her position in 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 on any other contract or tender.

If a key expert has been proposed 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 subject to exclusion from other EC financed contracts.

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In cases where a key expert will not be available at the expected start of his/her activities, the corresponding tender may be rejected and the expert concerned will be excluded from this tender and might be subject to exclusion from other EC tenders and 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. As the expected date of mobilisation is given in the tender dossier, the Contracting Authority will only consider substitutions after the deadline for the submission of tenders in cases of unexpected delays in the commencement date beyond the control of the Consultant, or exceptionally because of the incapacity of a key expert for health reasons or due to force majeure or other circumstances which may justify a replacement and which would not have any effect on the selection of the most economically advantageous tender. The desire of a tenderer to use an expert on another project or a change of mind on the part of an expert about the contract will not be accepted as a reason for substitution of any of the key experts.

- b) A signed **declaration** from each legal entity identified in the tender submission form, using the format attached to the tender submission form
  - c) A completed **Financial Identification Form** (see Annex VI of the draft contract) to nominate the bank account into which payments would be made in the event that the tender is successful. (Where the tenderer has already signed another contract with the European Commission, he may provide instead of the financial identification form either his financial identification form number or a copy of the financial identification form provided on that occasion, unless a change occurred in the meantime)
  - d) The **legal entity file** and the supporting documents (Where the tenderer has already signed another contract with the European Commission, he may provide instead of the legal entity file and its supporting documents either his legal entity number or a copy of the legal entity file provided on that occasion, unless a change in his legal status occurred in the meantime.)
- (2) **Organisation and methodology** (will become Annex III of the contract), to be drawn up by the tenderer using the format in Annex III of the draft contract.

### [For fee-based contracts:]

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 of the contract). The key experts are those whose involvement is considered to be instrumental in the achievement of the contract objectives. Their positions and responsibilities are defined in the Section 6 of the Terms of reference in Annex II of the draft contract and they are subject to evaluation according to the evaluation grid in Part C of this tender dossier. [They may also be called for interview by the Evaluation Committee.]

Annex IV of the draft contract contains the templates which must be completed by the tenderer, including:

- a) a list of the names of the key experts;

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- b) the CVs of each of the key experts. Each CV must be confined to 3 pages and only one CV should be provided for each position identified in the Terms of Reference. Note that the CV's 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.

- (4) Tenderers must provide the following documents in the case of the key experts proposed:
- a copy of the diplomas mentioned in their CVs,
  - a copy of the employers' certificates or references proving the professional experience indicated in their CVs.

Tenderers are reminded that the provision of false information in this tender procedure may lead to their exclusion from EC-funded contracts for a period of 2 to 5 years. A diskette or CD-ROM containing 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. In case of any discrepancies between the electronic version and the original, printed version, the latter will prevail.

### 4.2 Financial offer

[For global price contracts:]

The Financial offer must be presented as an amount in [ euro / <national currency> ] and must be submitted using the template for the global-price version of Annex V of part B of this tender dossier, an electronic version of which is available in Annex: b8annexVbudgetglobal\_en.xls of the Practical Guide to contract procedures for EC external actions published on the Web site [http://europa.eu.int/comm/europeaid/index\\_en.htm](http://europa.eu.int/comm/europeaid/index_en.htm) The global price must not be broken down in any way.]

[For fee-based contracts:]

The Financial offer must be presented in [ euro / <national currency> ] and must include the following documents (using the templates included in the fee-based version of Annex V of part B of this tender dossier, an electronic version of which is available in Annex: b8annexVbudgetfee\_en.xls of the Practical Guide to contract procedures for EC external actions published on the Web site [http://europa.eu.int/comm/europeaid/index\\_en.htm](http://europa.eu.int/comm/europeaid/index_en.htm)):

- ☐ 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 execution of the contract in the second worksheet ('Working days')
- 3) Enter the Provision for incidental expenditure given in Section 6.5 of the Terms of Reference in the first worksheet ('Budget breakdown')

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- 4) Enter the Provision for expenditure verification given in Section 6.6 of the Terms of Reference in the first worksheet ("Budget breakdown")

A diskette or CD-ROM containing 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. In case of any discrepancies between the electronic version and the original, printed version, the latter will prevail. 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 procurement notice, is <EUR / ISO code of national currency> <amount>. Payments under this contract will be made in < euro / the local currency of the beneficiary country> / either euro or the local currency of the beneficiary country>, as specified by the selected tenderer in its Tender submission form . The applicable tax and customs arrangements are specified in the Special Conditions of the draft contract in Part B of this tender dossier.

### 5. Variant solutions

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

### 6. Period during which tenders are binding

Tenderers are bound by their tenders for 90 days after the deadline for the submission of 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 40.

The selected tenderer must maintain its tender for a further 60 days from the date of notification that its tender has been recommended for the contract by the Evaluation Committee.

### 7. Additional information before the deadline for submission of tenders

The tender dossier should be clear enough to avoid candidates invited to tender from having to request additional information during the procedure. If the Contracting Authority, either on its own initiative or in response to the request of a short-listed candidate, provides additional information on the tender dossier, it must send such information in writing to all other short-listed candidates 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:

<Contact name  
Address  
Fax N°  
E-mail>

Any prospective tenderers seeking to arrange individual meetings with the Contracting Authority and/or the government of the beneficiary country and/or the European Commission concerning this contract during the tender period may be excluded from the tender procedure.

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### [Alternative 1

Any clarification of the tender dossier will be communicated simultaneously in writing to all the tenderers at the latest 11 calendar days before the deadline for submission of tenders. No further clarifications will be given after this date.

No information meeting is foreseen.

No site visit is foreseen.

### Alternative 2

An **information meeting** will be held on < date at least 21 days before the deadline for submission of tenders > at < time > at < address > to answer any questions on the tender dossier which have been forwarded in writing or are raised at the meeting. Minutes will be taken during the meeting and these will be communicated - together with any clarifications in response to written requests which are not addressed during the meeting - in writing to all the tenderers at the latest 11 calendar days before the deadline for submission of tenders. No further clarifications will be given after this date. All costs of attending this meeting must be met by the tenderers.

A **site visit** will be organised on < date at least 21 days before the deadline for submission of tenders > at < time > at < address > so that prospective tenderers can familiarise themselves with the project and the local conditions. The prospective tenderer must write to the above address in advance to confirm its intention to participate in the site visit. Additional information or clarifications on the tender dossier will not be given at the site visit, but will be done by the Contracting Authority as indicated above. All costs of visiting the site must be met by the tenderers.

Visits by individual prospective tenderers during the tender period cannot be permitted other than for this site visit for all prospective tenderers.

### Alternative 3:

An **information meeting** will be held on < date at least 21 days before the deadline for submission of tenders > at < time > at < address > to answer any questions on the tender dossier which have been forwarded in writing or are raised at the meeting. Minutes will be taken during the meeting and these will be communicated - together with any clarifications in response to written requests which are not addressed during the meeting - in writing to all the tenderers at the latest 11 calendar days before the deadline for submission of tenders. No further clarifications will be given after this date. All costs of attending this meeting must be met by the tenderers.

No site visit is foreseen.

Visits by individual prospective tenderers during the tender period cannot be permitted other than for this clarification meeting for all prospective tenderers.

### Alternative 4:

Any clarification of the tender dossier will be communicated simultaneously in writing to all the tenderers at the latest 11 calendar days before the deadline for submission of tenders. No further clarifications will be given after this date.

No information meeting is foreseen.

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A **site visit** will be organised on < date at least 21 days before the deadline for submission of tenders > at < time > at < address > so that prospective tenderers can familiarise themselves with the project and the local conditions. The prospective tenderer must write to the above address in advance to confirm its intention to participate in the site visit. Additional information or clarifications on the tender dossier will not be given at the site visit, but will be done by the Contracting Authority as indicated above. All costs of visiting the site must be met by the tenderers.

Visits by individual prospective tenderers during the tender period cannot be permitted other than for this site visit for all prospective tenderers.]

### 8. Submission of tenders

Tenders must be submitted in such that they are **received** before the deadline specified in the letter of invitation to tender. They must include the requested documents in clause 4 above and be submitted:

- **EITHER** by recorded delivery (official postal service) to :

for decentralised tender procedures

<Address of Contracting Authority>

OR

for centralised tender procedures

<Address of European Commission>

**OR** hand delivered (including courier services) directly to the Contracting Authority in return for a signed and dated receipt to:

for decentralised tender procedures

<Address of Contracting Authority>

OR

for centralised tender procedures

<Address of European Commission>

**Tenders submitted by any other means will not be considered.** Tenders must be submitted using the double envelope system, ie, 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 (ie, including the Tender submission form, statements of exclusivity and availability of the key experts and declarations).

**Any infringement of these rules (eg, unsealed envelopes or references to price in the technical offer) is to be considered a breach of the rules, and will lead to rejection of the tender.**

The outer envelope should carry the following information:

- a) the address for submission of tenders indicated above;
- b) the reference code of the tender procedure to which the tenderer is responding (ie, <publication reference>);
- c) the words "Not to be opened before the tender-opening session" and <equivalent phrase in local language>;
- d) the name of the tenderer.



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The pages of the Technical and Financial offers must be numbered.

### **9. Alteration or withdrawal of tenders**

Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline.

Any such notification of alteration or withdrawal shall be prepared and submitted in accordance with Clause 8. The outer envelope (and the relevant inner envelope) must be marked 'Alteration' or 'Withdrawal' as appropriate.

### **10. Costs for preparing tenders**

No costs incurred by the tenderer in preparing and submitting the tender shall be reimbursable. All such costs shall be borne by the tenderer. In particular, if proposed experts were interviewed, all cost shall be borne by the tenderer.

### **11. Ownership of tenders**

The Contracting Authority retains ownership of all tenders received under this tendering procedure. Consequently, tenderers have no 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 associated weighting as 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 as indicated in the Terms of Reference.

The evaluation of the technical offers will follow the procedures set out in Section 3.3.10 of the Practical Guide to contract procedures for EC external actions (available from the Internet at [http://europa.eu.int/comm/europeaid/index\\_en.htm](http://europa.eu.int/comm/europeaid/index_en.htm) ).

##### **12.1.1 Interviews**

The Evaluation Committee may interview the key experts proposed in the technically compliant tenders, after having established its written provisional conclusions but before concluding the technical evaluation. The provisional timing for interviews is as indicated in Clause 2.

The date and time of any such interview will be confirmed or notified to the tenderer at least ten days in advance. If a tenderer is prevented from attending an interview by force majeure, a mutually convenient alternative appointment is arranged with the tenderer. If the tenderer is unable to attend this second appointment, its tender will be eliminated from the evaluation process.

#### **12.2 Evaluation of financial offers**

Upon completion of the technical evaluation, the envelopes containing the financial offers for tenders which were not eliminated during the technical evaluation (ie, those which have

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achieved an average score of 80 points or more). Tenders exceeding the maximum budget available for the contract will be eliminated.

The provision for incidental expenditure and the provision for expenditure verification stated in the Terms of reference and to be included in the budget breakdown will not be taken into account in the comparison of the financial offers.

Any arithmetical errors are corrected without penalty to the tenderer such that, where there is a discrepancy between a fee rate and the total amount derived from the multiplication of the fee rate by the corresponding number of working days, the fee rate as quoted shall prevail, unless in the opinion of the Evaluation Committee there is an obvious error in the fee rate, in which event the total amount as quoted shall prevail and the fee rate shall be corrected.

### 12.3 Choice of selected tenderer

The most economically advantageous tender 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 policy 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, in particular, are for official use only and may be communicated neither to the tenderers nor to any party other than the Contracting Authority, the Commission, the European Anti-Fraud Office and the European Court of Auditors.

## 13. Ethics clauses / Corruptive practices

- a) 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.
- b) The tenderer must not be affected by any potential conflict of interest and shall have no equivalent relation in that respect with other tenderers or parties involved in the project.
- c) 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 implementation 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 implementation of a contract already concluded with the Contracting Authority.
- d) 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,

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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 Community are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving European Community funds.

Failure to comply with one or more of the ethics clauses may result in the exclusion of the tenderer or contractor from other Community contracts and in penalties.

### 14. Signature of (one or more) contract(s)

#### 14.1 Notification of award

The successful tenderer will be informed in writing that its tender has been accepted (notification of award).

[Optional for tenders below €50.000, see section 2.3.3 of the PRAG:

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 each of the companies in case of a consortium) 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 to contract procedures for EC external actions. This evidence of these documents or statements must carry a date, which cannot be more than 1 year before the date of notification of award. In addition, a sworn statement shall be furnished stating that the situations described in these documents have not changed since then.]

Optional for tenders below €50.000, see section 2.4.12.1.1 of the PRAG – note that if no evidence is required, no pre-financing or interim payment may take place:

[The successful tenderer shall also provide evidence of the financial and economic standing and the technical and professional capacity according to the selection criteria for this call for tender specified in the procurement notice, point 21. The documentary proof required is listed in section 2.4.12.1.3 and 2.4.12.1.4 of the Practical Guide.]

[If the successful tenderer fails to provide the documentary proof or statement or the evidence of the financial and economic standing and the technical and professional capacity within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the tender to another tenderer or cancel the tender procedure. ]

#### 14.2 Signature of (one or more) 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.

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Failure of the selected tenderer to comply with this requirement may constitute grounds for the annulment of the decision to award the contract. In such a case, the Contracting Authority may award the tender to another tenderer or cancel the tender procedure.

The other candidates will be informed that their tenders were not accepted, by means of a standard letter, which includes an indication of the relative weaknesses of their tender by way of a comparative table of the scores for the winning tender and the ones for the unsuccessful tender.

The corresponding contract award notice will be published on the Web site [http://europa.eu.int/comm/europeaid/index\\_en.htm](http://europa.eu.int/comm/europeaid/index_en.htm).

### 15. Cancellation of the tender procedure

In the event of cancellation of the tender procedure, tenderers will be notified of the cancellation by the Contracting Authority. 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 where:

- the tender procedure has been unsuccessful, ie, no qualitatively or financially worthwhile tender has been received or there is no response at all;
- the economic or technical data of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the contract 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.

**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 procurement 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 petition the Contracting Authority directly (informing the Commission, where the latter is not itself the Contracting Authority). The Contracting Authority must reply within 90 days of receipt of the complaint.

Where informed of such a complaint, the Commission must communicate its opinion to the Contracting Authority and do all it can to facilitate an amicable solution between the complainant (tenderer) and the Contracting Authority.

If the above procedure fails, the tenderer may have recourse to:

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- procedures established under the recipient's national legislation in the case of a contract for which the Contracting Authority is the, or
- procedures established under Community legislation in the case of a contract for which the Commission is the Contracting Authority. European citizens also have the right to complain to the European Ombudsman, who investigates complaints of maladministration by the European Community.

Point 17 to be included only in Centralised procedures.

### **[17. Data Protection]**

All personal data (such as names, addresses, CVs, etc.) will be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Your replies to the questions in the call for tender are necessary in order to assess your tender and they will be processed solely for that purpose by the department responsible for the programme concerned. On request, you may be sent personal data and correct or complete them. For any question relating to these data, please contact the Commission department to which the tender must be returned. Tenderers may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time (Official Journal L 8, 12.1.2001).]