PROCUREMENT AND CONTRACT
AWARDING PROCEDURES
(effective from 1 January 2013)
# Table of contents

1. **INTRODUCTION** ................................................................................................................. 5

2. **PRINCIPLES GOVERNING ALL TYPES OF CONTRACTS** ............................................... 8

   2.1. **EQUAL PARTICIPATION** .......................................................................................... 8

   2.2. **ELIGIBILITY CRITERIA** ......................................................................................... 8

       2.2.1. Rule of Nationality and Origin ........................................................................... 8

       2.2.2. Grounds for Exclusion ..................................................................................... 10

       2.2.3. Ethical Clauses .................................................................................................. 11

   2.3. **ADMINISTRATIVE PENALTIES** .............................................................................. 12

   2.4. **APPEALS** ............................................................................................................... 12

   2.5. **FAIR COMPETITION** ............................................................................................. 13

   2.6. **OTHER ESSENTIAL POINTS** ................................................................................. 13

   2.7. **CANCELLATION OF THE PROCEDURE FOR AWARDING CONTRACTS/ GRANTS** .... 14

   2.8. **EVALUATION COMMITTEE** .................................................................................. 15

   2.9. **CONTRACT AMENDMENTS** .................................................................................. 17

   2.10. **SUMMARY KEY DOCUMENTS TO KEEP ON ARCHIVE** .................................... 18

3. **SERVICE CONTRACTS** ..................................................................................................... 19

   3.1. **DEFINITION and TYPE of service contracts** .......................................................... 19

   3.2. **RULES APPLICABLE TO ALL SERVICE CONTRACTS** .......................................... 19

       3.2.1. Basic Principles .................................................................................................. 19

       3.2.2. Procedures for Awarding Service Contracts ..................................................... 20

   3.3. **RESTRICTED PROCEDURE** .................................................................................... 21

       3.3.1. Terms of Reference (or Technical Specifications) .............................................. 21

       3.3.2. Contract Publication .......................................................................................... 22

       3.3.3. Selection Criteria .............................................................................................. 23

       3.3.4. Establishment of a Shortlist ............................................................................... 24

       3.3.5. Drafting and Content of the Tender Documents ............................................... 25

       3.3.6. Award Criteria .................................................................................................. 25

       3.3.7. Additional Information During the Procedure .................................................... 26

       3.3.8. Deadline for Dispatch or Submission of Tenders .............................................. 26
5. GRANTS ................................................................................................................................. 59

5.1. DEFINITION AND SCOPE ................................................................................................. 59

5.2. RULES APPLICABLE TO ALL GRANT CONTRACTS ...................................................... 60

5.2.1. Transparency .................................................................................................................. 60

5.2.2. Equal Treatment ............................................................................................................ 61

5.2.3. Non-Cumulation ............................................................................................................ 61

5.2.4. Non-Retroactivity ......................................................................................................... 61

5.2.5. Co-Financing .................................................................................................................. 61

5.2.6. Non-Profit ....................................................................................................................... 62

5.2.7. Eligibility ......................................................................................................................... 62

5.2.8. Execution ......................................................................................................................... 62

5.3. FORMS OF GRANTS .......................................................................................................... 62

5.4. LOW VALUE GRANTS ....................................................................................................... 63

5.5. AWARD OF GRANT CONTRACTS .................................................................................... 64

5.5.1. Process Flow and Time-Limits ....................................................................................... 64

5.5.2. Evaluation Committee .................................................................................................... 66

5.5.3. Contents of the Call for Proposals .................................................................................. 66

5.5.4. Contents of the Proposal ............................................................................................... 66

5.5.5. Evaluation Process ......................................................................................................... 67

5.5.6. Proposal Award .............................................................................................................. 68

5.5.7. Cancellation ..................................................................................................................... 69

5.5.8. Contract Preparation and Signature ............................................................................... 69

5.5.9. Use of Reserve Lists ....................................................................................................... 70

5.5.10. Complaints Procedures ............................................................................................... 70

5.6. GRANTS AWARDED WITHOUT CALLS FOR PROPOSALS (“DIRECT AWARD”) ....... 70

5.7. EXECUTION OF THE GRANT CONTRACT ....................................................................... 71

5.7.1. Operational Execution of the Contract ............................................................................ 71

5.7.2. Monitoring of the Action .................................................................................................. 71

5.7.3. Closure of the Action ....................................................................................................... 71

5.7.4. Ex-Post Evaluation of the Action .................................................................................... 71

6. COST-SHARING CONTRACTS BY DEROGATION .............................................................. 72

6.1. DEFINITION AND SCOPE ............................................................................................... 72
6.2. RULES APPLICABLE TO COST-SHARING CONTRACTS ............................................. 72
6.2.1. Transparency ........................................................................................................... 72
6.2.2. Equal Treatment ....................................................................................................... 73
6.2.3. Non-Cumulation ....................................................................................................... 73
6.2.4. Non-Retroactivity .................................................................................................... 73
6.2.5. Co-Financing .......................................................................................................... 73
6.2.6. Non-Profit ................................................................................................................. 73
6.2.7. Eligibility .................................................................................................................. 74
6.2.8. Execution ..................................................................................................................... 74
6.3. AWARD OF COST-SHARING CONTRACTS ............................................................. 74
6.3.1. Process Flow and Time-Limits .................................................................................. 74
6.4. EXECUTION OF COST-SHARING CONTRACTS ...................................................... 76
6.4.1. Operational Execution of the Contract ..................................................................... 76
6.4.2. Monitoring of the Project ......................................................................................... 76
6.4.3. Closure of the Project ............................................................................................... 76
6.4.4. Ex-Post Evaluation of the Project ............................................................................ 76
7. EXTERNAL EXPERTS .................................................................................................... 77
7.1. GENERAL PRINCIPLES ............................................................................................ 77
7.2. SELECTION OF EXPERTS ......................................................................................... 77
7.3. ASSIGNMENT OF THE EXPERT AND CONTRACT SIGNATURE ............................. 77
8. LIST OF ANNEXES ....................................................................................................... 79
8.1. ANNEXES APPLICABLE TO ALL TYPES OF CONTRACTS ...................................... 79
8.2. ANNEXES SPECIFIC TO SERVICE CONTRACTS (SC) ........................................... 79
8.2.1. Restricted Procedure (RP) ....................................................................................... 79
8.2.2. Competitive Negotiated Procedure (SP) ................................................................. 79
8.2.3. Annexes Applicable to both Competitive Negotiated and Restricted Procedure (SP & RP) 79
8.3. ANNEXES SPECIFIC TO FRAMEWORK SERVICE CONTRACTS ............................. 80
8.4. ANNEXES SPECIFIC TO SUPPLY CONTRACTS .................................................... 80
8.5. ANNEXES SPECIFIC TO GRANT CONTRACTS ....................................................... 80
8.6. ANNEXES SPECIFIC TO COST-SHARING CONTRACTS ....................................... 80
1. INTRODUCTION

The aim of this guide is to proceed on a comprehensive basis to provide all users with the information they require to conclude a contract or award a grant, from the very first stages to the awarding of the contracts. This outstanding tool defines the contractual procedures applying to the whole range of CTA external contracts.

Service contracts

Service contracts include study or technical assistance activities undertaken on the basis of CTA's Terms of Reference. Services may be rendered by natural and/or legal persons. Contracts are awarded according to the following procedures:

- Contracts with a value higher than or equal to € 300 000: restricted procedure. This involves two stages: drawing up a shortlist (from 4 to 8 entities) on the basis of the long list of entities who submitted an application subsequent to the publication of a procurement notice, and the call for tenders itself, resulting in an assessment of the tenders from the entities on the shortlist.

- Contracts with a value lower than € 300 000: competitive negotiated procedure or framework contract.

In the case of a competitive negotiated procedure, the invitation to tender is directed to (at least three) service providers selected by CTA, without the publication of a procurement notice. If following consultation of the tenderers, CTA receives only one offer that is administratively and technically valid, the contract may be awarded provided that the award criteria are met.

In the case of a framework contract, there are two stages. First, CTA launches a call for tenders according to the restricted procedure so as to draw up a list of framework contractors likely to meet CTA's specific needs. Secondly, for specific assignments, CTA activates the framework contract by either mini-competition (general case) or "contract in cascade" (special case).

- Contracts with a value lower than or equal to € 20 000: a single tender is sufficient. Moreover, for services with a value of less than or equal € 2 500, CTA may simply pay against invoices without prior acceptance of a tender.

- Contracts may be awarded by negotiated procedure on the basis of one or several tenders in duly justified cases, as referred to in Section 3.6.

Supply contracts

Supply contracts are used for purchasing or leasing products. The delivery of products may cover, on an incidental basis, placing, installation and maintenance activities.

Supply contracts are awarded according to the following procedures:

- Contracts with a value higher than or equal to € 300 000: open procedure. The call for tenders is opened subsequent to the publication of a procurement notice and is open to all suppliers meeting the eligibility criteria.

---

1 Formerly known as the simplified procedure.
- Contracts with a value lower than € 300 000: competitive negotiated procedure. The invitation to tender is made directed to (at least three) suppliers selected by CTA, without the publication of a procurement notice.

If following consultation of the tenderers, CTA receives only one offer that is administratively and technically valid, the contract may be awarded provided that the award criteria are met.

- Contracts with a value lower than or equal to € 20 000: a single tender is sufficient. Moreover, for supplies with a value of less than or equal € 2 500, CTA may simply pay against invoices without prior acceptance of a tender.

- Contracts may be awarded by negotiated procedure on the basis of one or several tenders in the cases referred to in Section 4.6.

**Grant contracts**

A grant is a direct financial contribution in the form of a donation intended to pay for an Action designed to facilitate the achievement of an objective forming part of a CTA policy.

A grant is intended for a project which a potential beneficiary ("applicant") proposes to CTA and forms part of the beneficiary's standard field of activities.

A grant may be provided only for a non-commercial project, that is, a non-profit-making project. The beneficiaries of a grant generally have a non-commercial status: NGOs and other entities with a non-profit-making purpose.

Referred to as a "call for proposals" the procedure for awarding grant contracts is not beholden to any activating threshold.

The grant contract involves two types of procedures: (i) a call for proposals; and (ii) a direct award procedure without a call for proposals by derogation.

**Cost-sharing contracts by derogation**

A cost-sharing contract is signed between CTA and partner, mostly in the context of a partnership whereby CTA and the partner collaborate in the implementation of a project. The project is generally proposed to CTA by the partner, but formulated through a joint effort. The award of cost-sharing contracts is through a derogation procedure.

**N.B.:** CTA is the contracting authority. In all cases CTA’s Authorising Officer (the Director or the person acting on her/his behalf) makes the decisions concerning the procedures and awarding of contracts and grants. CTA accepts full responsibility for its actions and is directly accountable in the event of an audit or other investigation.

The contract implementation period is not subject to any limitations rule but, as a contract is a legal commitment between CTA and a contractor\(^2\), CTA should not commit itself beyond what is reasonable, as this is not in keeping with the principle of sound financial management.

\(^2\) The term contractor is used generically for all contracts including grants and cost-sharing arrangements.
**Summary of procurement procedures for services and supplies**

<table>
<thead>
<tr>
<th>Procedures</th>
<th>Services</th>
<th>Supplies</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Open procedure</strong></td>
<td>N/A</td>
<td>≥ € 300 000 min 30 days for bids</td>
</tr>
<tr>
<td><strong>Restricted procedure</strong></td>
<td>≥ € 300 000</td>
<td>N/A</td>
</tr>
<tr>
<td>(2-stage process, 4 to 8 candidates)</td>
<td>procurement notice ≥ 30 days</td>
<td>tender ≥ 30 days for offer</td>
</tr>
<tr>
<td><strong>Framework Contract</strong></td>
<td>&lt; € 300 000 ³</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>selection ≥ 30 days</td>
<td>specific assignment ≥ 15 days for offer</td>
</tr>
<tr>
<td><strong>Competitive negotiated procedure</strong></td>
<td>&lt; € 300 000</td>
<td>≤ € 300 000 ≥ 30 days for offer</td>
</tr>
<tr>
<td>(invite at least 3, receive min 1 offer that is administratively and technically valid)</td>
<td>≥ 30 days for offer</td>
<td>≥ 30 days for offer</td>
</tr>
<tr>
<td><strong>Single tender</strong></td>
<td>≤ € 20 000 (€ 10 000 for partners)</td>
<td>≤ € 20 000 (€ 10 000 for partners)</td>
</tr>
<tr>
<td></td>
<td>± 15 days for offer</td>
<td>± 15 days for offer</td>
</tr>
<tr>
<td>For service and supply contracts, a payment may be made against invoice without prior acceptance of a tender if the expenditure is</td>
<td></td>
<td>≤ € 2 500</td>
</tr>
<tr>
<td><strong>Negotiated procedure</strong></td>
<td></td>
<td>(see Sections 3.6 and 4.6 for complete details)</td>
</tr>
</tbody>
</table>

**Grounds for exclusion**

(See Section 2.2.2)

**N.B.:** The above thresholds correspond to the total estimated contract value. In the case of service contracts, such value shall include fees, direct or lump-sum costs, etc. and reimbursables, if any.

³ The framework contracts have no value (€ 0). However, the value of the specific assignments ordered within the context of a framework contract must be less than € 300 000.
2. **PRINCIPLES GOVERNING ALL TYPES OF CONTRACTS**

Against the background of CTA-funded projects, certain principles must be applied irrespective of the type of contract when presenting a tender or a proposal.

### 2.1. EQUAL PARTICIPATION

CTA takes the appropriate measures for guaranteeing the broadest level of participation possible, on an equal basis, in the calls for tenders and calls for proposals that it opens. Towards this end, CTA is required:

- To organise, over the Internet, and via any other appropriate information system, the process for publishing the calls for tenders and calls for proposals when the procedure so requires;
- To eliminate discriminatory practices or technical specifications that could hinder a high level of participation on an equal basis;\(^4\)
- To encourage cooperation between companies and undertakings in the ACP States and/or between companies and undertakings of the Member States and ACP States;
- To ensure all the selection criteria are featured in the tender documents or the proposal documents;
- To ensure the successful proposal or tender meets the conditions and criteria set out in the tender documents or proposal documents.

### 2.2. ELIGIBILITY CRITERIA

**N.B.:** Thus, the eligibility criteria also apply to all the members of a consortium/group and subcontractors, if any.

#### 2.2.1. RULE OF NATIONALITY AND ORIGIN

**Nationality**

Participation in all procedures laid down in this manual is granted to:

1) Any natural and legal person\(^5\) from the ACP States and the Member States of the European Union contributing to the EDF;

---

\(^4\) Examples are technical specifications in supply contracts that refer to a brand, country of manufacturing or colour which have no relation to the utility of the supplies. In case of services, examples could be clauses that exclude certain types of service providers (selection should only be based on eligibility criteria, financial, economic, technical and professional capacity, not on status.

\(^5\) Natural persons, companies and undertakings, public bodies or bodies with public participation in the ACP States and the Member States; co-operatives and other legal persons covered by public or private law in the Member States and/or ACP States and any joint venture or group of companies or undertakings from the ACP States and/or Member States.
2) Any natural and legal person from official EU candidate countries (former Yugoslav Republic of Macedonia, Turkey, Iceland, Montenegro, Serbia) and member States of the European Economic Area (Iceland, Lichtenstein, Norway);

3) Any natural and legal person established in a Least Developed Country\(^6\) (LDC) according to the UN;

4) OECD/DAC\(^7\) members in case of activities implemented in the Least Developed Countries (LDCs) and Heavily Indebted Poor Countries (HIPCs)\(^8\). This applies for the entirety of regional or global programmes as well which include at least one LDC or HIPC;

5) International organisations wherever they have their seat\(^9\);

6) When the funding covers an operation undertaken via an international organisation, the right to participate is granted to any natural and legal person who is eligible pursuant to point 1) as well as any natural and legal person who is eligible pursuant to the rules for this organisation, while ensuring an equal treatment for all donors;

7) When the funding covers an operation undertaken via a regional initiative, the right to participate is granted to any natural and legal person who is eligible pursuant to point 1) as well as any natural and legal person from a state participating in the relevant initiative;

8) When the funding covers an operation co-funded with a third country, the right to participate is granted to any natural and legal person who is eligible pursuant to point 1) as well as any natural and legal person eligible pursuant to the rules of the said third country.

**N.B.** Whether it involves a grant or the provision of services, the rule of nationality does not apply to either the tenderers’ or applicants’ employees or to experts proposed by tenderers or applicants.

**N.B.** An expert is understood as a natural person bound by a service contract with the entity having submitted the tender.

The tender or proposal documents check compliance with the rule of nationality by requiring tenderers to specify the country where they are citizens and providing the customary evidence in this area according to their national laws (excerpt of trade register enrolment, for example).

Should CTA suspect that an applicant/tenderer merely has an office recorded in an eligible country and the nationality of the applicant/tenderer is ineligible, the latter is required to provide evidence of real and

---


---

\(^7\) OECD/DAC countries (as of January 2016: Australia, Austria, Belgium, Chile, Czech Republic, Canada, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Israel, Ireland, Italy, Japan, Korea, Luxembourg, Mexico, The Netherlands, New Zealand, Norway, Poland, Portugal, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey, United Kingdom, United States.

---


---

\(^9\) International organisations do not have a nationality. They are entities formed by at least two States and recognised as such by a third State. Their founding act defines them as subject to the national laws of the company where they have their seat.
continuing links with the country's economy. The idea is to avoid awarding contracts to companies that are ineligible because of their nationality but have set up a "letter-box" company in an eligible country for the sole purpose of circumventing the rule of nationality.

**Origin**

Supplies and materials should originate from an eligible country pursuant to point 2.2.1. To this end, the definition of the concept of "originating products" is assessed in the light of international customs agreements in this area. In practical terms, the country of origin is deemed to be the one in which the goods have undergone their last, economically justified, substantial transformation. This is the country whose competent authorities confer the certificate of origin on the goods.

**Exceptions to the rule of nationality and the rule of origin**

Exceptions to the rule of origin and the rule of nationality may be allowed by derogation. An entitlement to such exemptions may be decided by CTA on a case-by-case basis before the procedure is launched, and must be mentioned in the contract notice if the procedure includes the publication of a contract notice. The Authorising Officer’s decision should be in writing and copied to the Procurement Officer.

Circumstances that may be taken into account for a request for an exemption are:

- a) The geographical location of the ACP State or region concerned;
- b) The competitiveness of contractors, suppliers and consultants from the EU Member States and ACP States;
- c) An exorbitant increase in the cost of implementing the contract;
- d) Transport problems and delays due to delivery times or other similar difficulties;
- e) Technology that is the most suitable and the most appropriate for local conditions;
- f) Cases of extreme urgency/crisis situation;
- g) The availability of products and services in the relevant markets.

**2.2.2. GROUNDS FOR EXCLUSION**

Natural or legal persons will be excluded from participation in procurement procedures if they:

- a) Are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) Have been convicted of an offence concerning their professional conduct by a judgment of a competent authority of an EU or ACP State which has the force of res judicata;
- c) Are guilty of grave professional misconduct proven by any means which CTA can justify;
- d) Are not in compliance with their obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the CTA or those of the country where the contract is to be performed;

---

10 Particularly in the light of protocol no. 1 featured in annex V of the ACP-EU Partnership Agreement.
e) Have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such an illegal activity is detrimental to the EU or ACP’s financial interests;
f) Are currently subject to an administrative penalty (see Section 2.3);

Additionally, contracts may not be awarded to applicants or tenderers who, during the procurement and contract awarding procedures:

- Are subject to a conflict of interest;
- Are guilty of misrepresentation in supplying the information required by CTA as a condition of participation in the contract procedure or fail to supply this information;
- Find themselves in one of the exclusion situations for this procurement or grant award procedure.

The applicant/tenderer must sign a sworn statement guaranteeing that he is not in one of the aforementioned categories.

**N.B.** CTA shall not exclude an applicant / tenderer where they can demonstrate that adequate measures\(^\text{11}\) have been adopted which ensure their reliability, except in the cases listed in point (e), where it is indispensable for the continuity of the service for a limited duration and pending the adoption of remedial measures, where the exclusion would be disproportionate.

### 2.2.3. Ethical Clauses

Any attempt by an applicant or tenderer to secure confidential information, conclude illegal competition agreements with the party’s competitor or influence the evaluation committee or CTA during the procedure for examining, clarifying, assessing and comparing tenders or proposals will lead to the party’s application or tender being rejected.

When submitting an application or tender, the applicant or tenderer is required to declare that there is no potential conflict of interest and the party does not have any equivalent specific link in this area with other tenderers or other parties to the project. Should such a situation arise during the implementation of the contract, the party will be required to notify CTA immediately.

The contractor must, at all times, act impartially and as an honest adviser pursuant to the code of ethics of the party's profession. The contractor must refrain from making any public declarations concerning the project or services without CTA's prior permission. Such permission still cannot commit CTA in any way.

During the period covered by the contract, the contractor and the contractor’s staff must respect human rights and undertake not to conflict with the political, cultural and religious customs of the country where the contract is to be performed.

---

\(^{11}\) These measures may include, in particular: (a) measures to identify the origin of the situations giving rise to exclusion and concrete technical, organisational and personnel measures within the relevant business area of the applicant / tenderer, appropriate to correct the conduct and prevent its further occurrence; (b) proof that the applicant / tenderer has undertaken measures to compensate or redress the damage or harm caused by the underlying facts giving rise to the exclusion situation; (c) proof that the applicant / tenderer has paid or secured the payment of any fine imposed by the competent authority or of any taxes or social security contributions.
The contractor’s remuneration represents the contractor’s sole remuneration under the contract. The contractor and the contractor’s staff must refrain from engaging in any activity or receiving any benefit that may conflict with their obligations towards CTA.

The contractor and the contractor’s staff are bound by the rules of professional secrecy throughout the period covered by the contract and once it is completed. All reports and documents received or drawn up by the contractor during the execution of the contract are confidential, unless otherwise provided for in the contract.

CTA reserves the right to suspend or cancel project funding if corrupt practices of any type are discovered at any stage of the contract awarding procedure. Pursuant to this provision, corrupt practice is understood to mean any proposal to provide or consent to offering anyone an illegal payment, a gift, a gratuity or a commission by way of an incentive or a reward for completing or refraining from activities relating to the award of the contract.

Contracting parties having paid any unusual business expenses in the context of CTA-funded projects are likely, depending on the seriousness of the activities discovered, to see their contracts terminated or to be barred from receiving CTA funds.

Failure to comply with one or more ethical clauses may result in the applicant, tenderer or contracting party being excluded from other CTA-funded contracts. The person or company in question must be notified of such situation in writing.

The successful tenderer undertakes to provide CTA, when asked to do so, with all the supporting documents concerning the contract execution conditions. CTA may make any in situ inspections of the documents it believes are necessary to gather evidence concerning suspected unusual business expenses.

2.3. ADMINISTRATIVE PENALTIES

Without prejudice to the application of the contractual penalties, the applicants or tenderers and contractors found to be guilty of making false declarations or said to be guilty of a serious breach of the execution conditions owing to a failure to comply with their contractual obligations under this contract, are excluded from the right to be granted CTA-funded contracts for a maximum period of two years, starting from the date when the infringement is established, as confirmed following an adversarial procedure with the contracting party.

When the procedure for awarding or performing a contract involves substantial errors, irregularities, or fraud, CTA will suspend the execution of said contract. Should these errors, irregularities or cases of fraud be the fault of the contracting party, CTA may, moreover, refuse to make the payment or recover the amounts already paid, in proportion to the seriousness of the errors, irregularities or case of fraud.

Suspending the contract is intended to check the authenticity of the suspected substantial errors, irregularities or cases of fraud. If they are not confirmed, the execution of the contract shall be resumed at the end of the inspection process. A substantial error or irregularity is understood to mean any infringement of a contractual or regulatory provision resulting from an action or an omission which is or may have been detrimental to CTA’s interests.

2.4. APPEALS

Tenderers believing that they have been harmed by an error or irregularity during the award process may petition CTA directly. CTA must reply within 90 days of receipt of the complaint.
2.5. FAIR COMPETITION

Except for negotiated procedures, the arrangements for competitive tendering and publicising service and supply contracts depend on the estimated contract value.

In any procedure, CTA must check compliance with the conditions concerning fair competition.

N.B.: For the purposes of ensuring equal treatment, there is a need in particular to refrain from inviting legal persons and natural persons to take part in the same call for tenders.

2.6. OTHER ESSENTIAL POINTS

Conflict of interest: A conflict of interest occurs when the impartial and objective exercise of the functions of CTA, or observance of the principles of competition, non-discrimination against or equality of treatment of candidates, tenderers, applicants and contractors, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with a beneficiary of CTA-funded projects. A conflict of interest may arise where, for instance, a member of the evaluation committee or someone in CTA or others involved in the procurement procedure, grant themselves, or others, unjustified direct or indirect advantages by influencing the outcome. If this situation happens or if there is a risk that this situation may happen the person has the obligation to inform its hierarchy in writing and the hierarchy will decide the appropriate action.

N.B. The term “conflict of interest” does not apply to economic operators and should not be used with reference to them. It can only refer to staff or consultants employed by CTA.

Award principles: any contracts financed entirely or partly from CTA budget must comply with the principles of transparency, proportionality, equal treatment and non-discrimination.

No retroactive awards: contracts are considered to take effect from the date of signature by the last contracting party (or starting from the date of the notification of the services instructions if this is not prior to the date of the financing decision). Contracts or contract addenda cannot be applied retroactively (i.e. after the end of the execution period) under any circumstances. This means that no disbursements can be effected and no goods and services provided prior to the entry into force of the contract or addendum or the notification of the services instructions.

Use of standard documents: standard contracts and other document formats should be used whenever possible.

Record keeping: CTA retains and protects the confidentiality of documents relating to all the award and contracting procedures until expiry of a 7-year period starting from the payment of the balance. These documents must include the originals of all the tenders submitted, all the proposals submitted, the corresponding tender documents, the proposal documents and the related correspondence.

Environmental issues: This matters should be duly considered, to the possible extent, subject to the principles governing the award of procurement contracts and grants such as competition and non-discrimination. This might result in more environment-friendly terms of reference, guidelines or specifications, increased use of information technology, and less paper consumption (with double-sided printing, degradable material for folders, presentations, etc.).

---

12 See Section 3.6 (services) and Section 4.6 (supplies).
For instance, when drafting the technical specifications, consideration should be given to the greener products available on the market, provided this does not lead to a reduction of the competition.

**Ex post publication of beneficiaries:** In addition to the publicity rules applicable to each type of procedure, CTA provides information on the beneficiary of its funds (i.e. grants and cost-sharing beneficiaries and procurement contractors\(^{13}\)) on an annual basis. This information is available on CTA’s website.

### 2.7. CANCELLATION OF THE PROCEDURE FOR AWARDING CONTRACTS/GRAANTS

CTA may, before the contract is signed, abandon the contract or cancel the procedure for awarding the contract/grant, without the applicants or tenderers being entitled to claim any compensation. Cancellation may occur in the following cases:

- When the call for tenders /call for proposals is unsuccessful, i.e. in the following cases:
  - There is no response;
  - In a restricted procedure, the number of applicants able to appear on the shortlist, i.e. meeting selection criteria (see Section 3.3.3), is less than four;
  - In the case of a framework contract procedure, where the number of applicants appearing on the list of framework contractors is less than two;
  - No tender meets the formal administrative requirements;
  - No tender meets the eligibility criteria;
  - No tender meets the selection criteria;
  - No technically compliant tender or proposals have been received;
  - All technically compliant tenders/proposals exceed the financial resources available.
- The economic or technical data for the project have been fundamentally altered;
- Exceptional circumstances or force majeure render normal performance of the contract impossible;
- There have been substantial irregularities or frauds 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 obey the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded bears no relation to the market price).

If a procedure is cancelled, all the tenderers/applicants must be notified in writing and as soon as possible of the reasons for the cancellation. A cancellation notice must be published, where relevant.

<table>
<thead>
<tr>
<th>N.B.:</th>
<th>Should the contract be divided into lots, the procedure may be cancelled for the lot(s) affected by any of the abovementioned situations and be continued for the other lot(s).</th>
</tr>
</thead>
</table>

**After the procedure has been cancelled,** CTA may decide:

- To open a new call for tenders or a new call for proposals;

---

\(^{13}\) Service providers / suppliers for contract awards >Euros 15,000.
- To re-launch the tender procedure using the same reference as the original call;
- To open a negotiated procedure (see Sections 3.6 and 4.6) with one or more tenderers who have met the selection criteria and presented technically compliant tenders, providing the original contract conditions are not substantially altered;\(^\text{14}\)
- Not to conclude any contract.

In any event, the final decision belongs to CTA. In no event will CTA be liable to pay any compensation, owing to the cancellation of a call for tenders/call for proposals, even if CTA has been advised by an applicant or tenderer beforehand about the possibility of damages, particularly in the case of losses and profits.

CTA cannot open a negotiated procedure when there have been irregularities in the procedure that have prevented fair competition.

**N.B.:** The publication of a call for tenders / call for proposals does not commit CTA to implementing the programme or project announced.

### 2.8. EVALUATION COMMITTEE

An evaluation committee must be established by CTA for:

- Procurement procedures, with the exception of the single tender (≤ € 20 000);
- Grant procedures;
- Cost-sharing procedures.

**Composition**

Tenders are opened and evaluated by an evaluation committee comprising a non-voting chairperson, a non-voting secretary and an odd number of voting members (a minimum of three) all appointed by CTA. The voting members must possess the technical and administrative capacities necessary to give an informed opinion. The members of the evaluation committee must be independent in the exercise of their functions in the evaluation committee.

The evaluation committee members should attend all meetings. Any absence must be recorded and explained in the evaluation report.

All voting members of the evaluation committee have equal voting rights.

A specific evaluation committee must normally be set up for each project but pre-existing committees within CTA, which play a technical role (such as the committee in charge of information products), may evaluate projects corresponding to their terms of reference.

**Impartiality and confidentiality**

All members of the evaluation committee must sign a declaration of impartiality and confidentiality before the evaluation process is started. Any member or observer of the evaluation committee who after opening of the tender bids or grant proposals feels (s)he has a potential conflict of interest with any tenderer or applicant must declare it and withdraw from the committee. A conflict of interest is defined

\(^\text{14}\) In the case of framework service contract, a negotiated procedure may be opened with one or more tenderers who have met the selection criteria, providing the original contract conditions are not substantially altered.
as a situation that may impede the objective evaluation of the proposal. Failure to declare such (potential or actual) conflict is a serious shortcoming and exposes the CTA staff to disciplinary measures. In any case, the evaluator will be excluded from participating further in any capacity in any future evaluation meetings. The same is true for an external evaluator who is found not to have declared a conflict of interest. Any member withdrawing from the evaluation committee for any reason must be replaced.

No information concerning the examination, clarification, evaluation or comparison of the tenders/proposals or the decisions for awarding the contract can be disclosed before the signature of the contract by CTA and the successful tenderer. Any attempt by a tenderer or applicant to influence the process in any way (whether by initiating contact with members of the evaluation committee or otherwise) may result in the immediate exclusion of the tender or proposal from further consideration.

The proceedings of the evaluation committee, from the opening of tenders/proposals to the conclusion of the work of the evaluation committee, are conducted in camera and are confidential and independent.

In order to maintain the confidentiality of the proceedings, participation in the evaluation committee meetings is limited to the members of the evaluation committee.

The tenders or proposals should not leave the room/building in which the committee meetings take place before the conclusion of the work of the evaluation committee. The originals must be filed and kept in a safe place as along with the copies distributed to voting members when they are not in use.

**Responsibilities of the evaluation committee members**

The chairperson is responsible for coordinating the evaluation process and for ensuring its impartiality and transparency. The voting members of the evaluation committee have collective responsibility for decisions taken by the committee.

The secretary to the committee is responsible for carrying out all administrative tasks connected with the evaluation procedure. These will include:

- Filing any documents concerning procedure, particularly the notices published, any correspondence with the tenderers and the minutes of the evaluation committee meetings;
- Circulating and collecting the declarations of impartiality and confidentiality;
- Keeping the minutes of evaluation committee meetings, from the opening of the tenders to the proposal to award the contract, and classifying these as along with relevant data and documents;
- Registering attendance at meetings and compiling the evaluation report and its annexes.

---

15 A conflict of interest exists when, in the exercise of his/her functions, a person must deal with a dossier in which the person has a direct or indirect interest, be it personal or private, which may compromise his/her independence, and by implication the interests of CTA. A personal or private interest must be understood as a potential benefit for the person, which may be financial, political, national or involving family members, or any other type of private relationship. In these cases, and also in case of doubt whether a possible conflict of interest may exist, the person involved must inform the Authorising Officer in writing and through the hierarchical channels if applicable. Conflicts of interest may result from both present and past facts, which may put into doubt the independence of the person in the exercise of his/her functions.
Any request for clarification requiring communication with the tenderers or applicants during the evaluation process must be conducted in writing and in compliance with the principle of equal treatment[^16]. Copies of any such communication must be filed as appropriate (see Section 2.10).

### 2.9. CONTRACT AMENDMENTS

Contracts may need to be modified during their duration, for example, if the circumstances affecting project implementation have changed since the initial contract was signed, or if there is a provision for a price adjustment formula. However, the subject matter of the contract cannot be altered.

Major modifications to a contract, such as a change in the total value of the contract or changes which have significant implications for the budget (e.g. replacement of an activity or a deliverable by another), must be formalised through an addendum to the contract signed by the parties to the contract. Minor modifications such as an extension of the contract duration can be notified by CTA to the contractor by means of email. In the same way, a contractor may notify CTA about minor changes (e.g. address, bank account, auditor), although CTA is entitled to refuse such changes.

| N.B. | The extension of an ongoing contract through the repetition of similar services as those foreseen in the original contract is regarded as a negotiated procedure (see point 3.6.). In that case, either an addendum or a new contract may be signed. |

#### Preparing an addendum

Any amended article in an original contract must be featured in the addendum with its precise references, as shown in the initial contract.

If the change applies to the initial contract annexes the amended annexes must be annexed to the addendum.

The procedure is as follows:

1. Prepare a dossier comprising the following items:
   - Explanatory note providing a technical and financial justification for making the modifications in the proposed addendum;
   - Copy of the request for (or agreement to) the proposed modifications;
   - Copy of the initial contract and any subsequent addenda;
   - Two copies of the proposed addendum, which is based on the standard addendum template and includes any revised annexes.

2. Sign and date all the originals of the addendum and initial all pages, including in the annexes.

3. Send the two signed originals of the addendum to the contractor, who must countersign them within 30 days of receipt and return two originals to CTA.

The addendum takes effect upon notification of the instructions or, failing this, on the date of the last signature.

[^16]: Any reply to a question asked by tenderer/applicant during the tender procedure must be provided in writing and made available to all the tenderers/applicants.
2.10. SUMMARY KEY DOCUMENTS TO KEEP ON ARCHIVE

In accordance with EU funding regulations, CTA archives all contractual and financial documents for a minimum period of seven years from payment of the balance and up to the date of the prescription of any dispute action in regard to the law which governed the contracts. The documents to be kept are the following:

<table>
<thead>
<tr>
<th>Service contract</th>
<th>Supply contract</th>
<th>Grant contract</th>
<th>Cost-sharing contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual programme of activities</td>
<td>Annual programme of activities</td>
<td>Annual programme of activities</td>
<td>Annual programme of activities</td>
</tr>
<tr>
<td>Procurement notice</td>
<td>Procurement notice</td>
<td>Call for proposals</td>
<td>N/A</td>
</tr>
<tr>
<td>Short list (in restricted procedure) or list of entities invited to tender (competitive negotiated procedure)</td>
<td>List of entities invited to tender (competitive negotiated procedure)</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Full tender dossier, including letters of invitation</td>
<td>Full tender dossier, including letters of invitation</td>
<td>Grant guidelines</td>
<td>Derogation request</td>
</tr>
<tr>
<td>Clarifications with tenderers/applicants</td>
<td>Clarifications with tenderers/applicants</td>
<td>Clarifications with tenderers/applicants</td>
<td>N/A</td>
</tr>
<tr>
<td>Register of offers received</td>
<td>Register of offers received</td>
<td>Register of proposals received</td>
<td>N/A</td>
</tr>
<tr>
<td>Offers received, including technical and financial bid</td>
<td>Offers received, including technical and financial bid</td>
<td>Proposals received</td>
<td>Project profile/ project proposal</td>
</tr>
<tr>
<td>Minutes of tender opening</td>
<td>Minutes of tender opening</td>
<td>Minutes of opening</td>
<td>N/A</td>
</tr>
<tr>
<td>Declarations of impartiality and confidentiality of the members of the Evaluation Committee</td>
<td>Declarations of impartiality and confidentiality of the members of the Evaluation Committee</td>
<td>Declarations of impartiality and confidentiality of the members of the Evaluation Committee</td>
<td>Declarations of impartiality and confidentiality of the members of the Evaluation Committee</td>
</tr>
<tr>
<td>Evaluation report, with evaluation grids (administrative, technical, financial)</td>
<td>Evaluation report, with evaluation grids (administrative, technical, financial)</td>
<td>Evaluation report, with evaluation grids (administrative, technical, financial)</td>
<td>Programme Committee report, with cost-sharing evaluation grid (incl. derogation request)</td>
</tr>
<tr>
<td>Additional proof of non-exclusion criteria, provided upon request</td>
<td>Additional proof of non-exclusion criteria, provided upon request</td>
<td>Additional proof of non-exclusion criteria, provided upon request</td>
<td>N/A</td>
</tr>
<tr>
<td>Notifications to successful tenderers</td>
<td>Notifications to successful tenderer(s)</td>
<td>Notifications to successful applicant(s)</td>
<td>Notifications to successful applicant(s)</td>
</tr>
<tr>
<td>Signed contract(s)</td>
<td>Signed contract</td>
<td>Signed contract(s)</td>
<td>Signed contract(s)</td>
</tr>
<tr>
<td>Letters to unsuccessful tenderer(s)</td>
<td>Letters to unsuccessful tenderer(s)</td>
<td>Letters to unsuccessful applicant(s)</td>
<td>Letters to unsuccessful applicant(s)</td>
</tr>
<tr>
<td>Publication of award of contract(s)</td>
<td>Publication of award of contract</td>
<td>Publication of award of contract(s)</td>
<td>Publication of award of contract(s)</td>
</tr>
</tbody>
</table>

N.B. In the case of derogation, the derogation note should also be retained in the archives.
3. SERVICE CONTRACTS

3.1. DEFINITION AND TYPE OF SERVICE CONTRACTS

Technical and economic cooperation in the course of CTA policy involves recourse to outside know-how on the basis of service contracts, most of them for studies or technical assistance.

**Study contracts**

Study contracts generally specify an outcome, i.e., the contractor must provide a given product: the technical and operational means by which the contractor achieves the specified outcome are irrelevant. These are, therefore, lump-sum contracts and the contractor will be paid in full only if the specified outcome is entirely achieved.

**Technical assistance contracts**

Technical assistance contracts are used where a contractor is called upon to play an advisory role, to manage or supervise a project, or to provide the experts specified in the contract.

Technical assistance contracts often only specify the means, i.e., the contractor is responsible for performing the tasks entrusted to it in the Terms of Reference and ensuring the quality of the services provided. Payment for these contracts is dictated by the resources and services actually provided. The contractor does, however, have a duty of care under the contract: the contractor must warn CTA in good time of anything that might affect the proper execution of the project.

Some service contracts may, however, combine both types, specifying both the means and the outcome.

In the course of CTA's activities, each activity may be defined as study contracts or technical assistance contracts.

3.2. RULES APPLICABLE TO ALL SERVICE CONTRACTS

3.2.1. BASIC PRINCIPLES

Strict rules are applied to the contract award process. These help to guarantee impartiality and quality in the selection of the tenderers to whom a contract is awarded, and the public resources are deployed as effectively as possible and are duly transparent.

The basic principle governing the awarding of contracts is competitive tendering. The purpose is twofold:

1) To ensure the transparency of operations;
2) To obtain the desired quality at the best possible price.

There are several different contract awarding procedures, each allowing for a different degree of competition.

Once CTA has defined the maximum budget allocated to the relevant contract (including any co-funding), it may open the call for tenders by following the appropriate procedure.

**N.B.** When contracts are divided into lots, the applicable procedure is decided on the basis of the overall amount obtained as a result of adding up the value of each lot.
Against the background of a service contract, a lot is an indivisible part that may not by itself give rise to a call for tenders but, owing to technical considerations, may not be moved towards another item.\(^\text{17}\)

It should be stressed that projects may not be artificially divided so as to circumvent the thresholds.

### 3.2.2. PROCEDURES FOR AWARDING SERVICE CONTRACTS

Service contracts are awarded according to the following procedures:

- Contract with a value higher than or equal to €300 000: restricted procedure;
- Contract with a value lower than €300 000: competitive negotiated procedure or framework contract;
- Contract with a value lower than or equal to €20 000: single tender;
- In exceptional cases, as referred to in Section 3.6: negotiated procedure.

The restricted procedure is the most comprehensive procedure and allows the most economically advantageous tender to be selected. It is the only procedure involving two separate stages.

The first stage involves drawing up, after a procurement notice has been published, a shortlist of entities who are called "applicants" at this stage (because no tender has as yet been submitted). In order to draw up the shortlist, selection criteria are defined, including the professional criteria.

During the second stage the entities appearing on the shortlist are issued with tender documents including the Terms of Reference. The entities are then designed as "tenderers".

The other tender procedures (competitive negotiated procedure, negotiated procedure/single tender) involve only one stage where the participating entities are called "tenderer(s)".

\(^{17}\) For example, in the case of purchasing computers, the keyboard is an indivisible part of the computer and may not give rise to a separate lot. However, the printer may give rise to a separate lot as it is not vital to the operation of a computer.
3.3. RESTRICTED PROCEDURE

IMPLEMENTATION SCHEDULE
Service contracts = or > € 300 000

Procedure for a period of roughly 8 months

- 30 days deadline for submitting tenders
- 21 days to ask questions
- 11 days for CTA answers
- Short list (4 to 8), Tender process send – terms of reference, evaluation grid, etc.
- Evaluation
- Award – the most economically advantageous tender (best value for money)
- Tender validity period of 90 (+40) + 60 days for the successful tenderer
- Contract signature
- Countersigning within 30 days
- Provision of exclusion documents within 15 days
- Terms of reference 5 to 6 months before

All service contracts with a value equal to or higher than € 300 000 give rise to a restricted call for tenders after a procurement notice has been published.

A contract related to an invitation to tender is called "restricted" where all economic operators may ask to take part but only applicants satisfying the selection criteria may submit a tender.

The selection procedure, by which the long list (all applicants responding to the published notice) is cut down to a shortlist, involves examining responses to a procurement notice, in which the selection criteria and a general description of the tasks to be undertaken are set out. Solely applicants meeting these criteria appear on the shortlist.

CTA invites the shortlisted candidates to tender and sends them the tender documents. In order to ensure fair competition, no change whatsoever in the identity or composition of the tenderer is permitted, unless CTA has given its prior approval in writing. A situation where such approval could be given is e.g. where a merger has taken place between a shortlisted candidate/member of a consortium with another company and where the new company is found to meet the eligibility and exclusion criteria and does not give rise to any conflict of interest or unfair competition.

The successful tenderer is chosen once the tenders have been analysed and compared.

N.B.: The successful tenderer’s technical and economic offer may not be altered but non-substantial errors featured in the offer may be corrected, such as clerical errors.

3.3.1. TERMS OF REFERENCE (OR TECHNICAL SPECIFICATIONS)

The purpose of the Terms of Reference (or technical specifications) is to give instructions and guidance to contractors at the tendering stage about the nature of the tender they will need to submit and to serve as the contractor’s mandate during project implementation. The idea is also to allow applicants to assess
if they have the ability to execute the contract. The Terms of Reference are included in the tender documents, forwarded with the letter of invitation to tender, to the entities featured on the shortlist.

The thorough preparation of the Terms of Reference is extremely important for the ultimate success of the project. It is essential to ensure that the project has been properly conceived, that the work is carried out on schedule and that resources will not be wasted. Hence greater effort during project preparation will save time and money in the later stages of the project cycle.

Consequently the Terms of Reference should be prepared well before launching the tender procedure. This time can be used to consult all the parties involved in the project and thus improve both the quality of the project as well as the commitment of the parties.

Given the technical complexity of many contracts, the preparation of the Terms of Reference may require the assistance of one or more external specialists. In this case the one or more specialists may not submit their applications nor submit a tender.

Once the Terms of Reference have been finalised, the tender procedure should be launched as soon as possible. The Terms of Reference must reflect the situation at the time of project start-up as faithfully as possible so as to avoid considerable effort having to be spent re-designing the project during the inception period.

The Terms of Reference may be backed up with information about the budget provided so as to allow equal access for tenderers and avoid creating unwarranted obstacles to opening procurement up to competition.

**N.B.:** In order to guarantee tenderers participation on an equal basis, information about the budget earmarked for the project must be notified in the case of renewing services that have already been provided and if the entity that rendered these services appears on the shortlist.

### 3.3.2. CONTRACT PUBLICATION

**Publication of the procurement notice**

In order to ensure the widest possible participation in competitive tendering and the principle of transparency, all service contracts with a value equal to or higher than € 300 000 must give rise to the publication of a specific procurement notice at the very least on CTA Internet site and, if necessary, in other suitable media.

The procurement notice should enable any interested service providers to apply on the basis of the information required to be able to assess their ability to complete the relevant contract.

The time allowed for candidates to submit their tenders must be sufficient to permit proper competition. The minimum deadline for submission of tenders is 30 days from the date of the procurement notice's publication.

If the procurement notice has to be corrected, a notice in the form of a corrigendum must be published. The deadline for submission of applications could be extended to allow the applicants to take account of these changes.

The selection criteria identified in the procurement notice must be:

- Clearly formulated, without any ambiguity;
- Easy to verify on the basis of the information submitted using the standard application form;
- Devised to allow a clear YES/NO assessment to be made as to whether or not the applicant satisfies a particular selection criterion.

The criteria must be adjusted in the light of the nature, value and complexity of the contract.

### 3.3.3. Selection Criteria

#### General principles

CTA will draw up clear and non-discriminatory selection criteria. The following selection criteria apply in all contract awarding procedures:

- **Ability of the tenderer or applicant to participate in the current contract after a check has been made of the contractor's eligibility and/or the origin of the supplies and materials;**
- **Criteria for assessing the contractor’s financial, economic, technical and professional capacity.**

CTA may set minimum capacity levels below which applicants may not be accepted.

CTA procurement notice specifies the references chosen as a proof of status and the legal capacity of the tenderers or applicants.

The information requested by CTA as proof of the financial, economic, technical and professional capacity of the candidate or tenderer and the minimum capacity levels required by the selection criteria may not go beyond the subject of the contract and shall take account of the legitimate interests of the economic operators as regards in particular the protection of the entity's technical and business secrecy.

#### Checking the eligibility of applicants and/or the origin of supplies and materials

The verification of the nationality and/or origin supplies and materials may involve providing:

- **A certificate issued by an authority in the country where the applicant is based (see Section 2.2.1);**
- **Evidence to show the origin of supplies or materials, notably a certificate of origin consistent with the applicable international customs agreements (see Section 2.2.1);**
- **A sworn statement signed by the applicant to show the contractor is not subject to any situations of exclusion (see Section 2.2.2).**

#### Check of the financial and economic capacity of applicants

The financial and economic capacity may be justified by one or more of the following documents:

- **An appropriate statement from the tenderer's bank (such as a statement to certify the tenderer is financially sound);**
- **And/or a statement of overall turnover and turnover concerning the services covered by the contract during a period which may be no more than the last three financial years;**
- **And/or, the presentation of balance sheets or extracts from balance sheets for at least the last two years for which accounts have been closed.**

**N.B.:** The financial and economic capacity check does not apply to public entities or international organisations.
Check of the technical and professional capacity of applicants

Under public procurement procedures, the technical and professional capacity of economic operators must be assessed with particular reference to their know-how, efficiency, experience and reliability.

Evidence of such capacity may, depending on the nature, quantity or scale and purpose of the services, be furnished on the basis of the following documents:

- the educational and professional qualifications of the entity or the firm’s managerial staff and, in particular, those of the person or persons responsible for providing the services;
- And/or a list of the principal services provided during a pre-established period, specifying sums, dates and recipients, public or private. In the case of framework contracts, only specific contracts corresponding to assignments implemented under such framework contracts will be considered;
- And/or, possibly:
  - a description of the technical equipment;
  - an indication of the technicians or technical bodies involved, whether or not belonging directly to the firm, especially those responsible for quality control;
  - a statement of the average annual manpower and the number of managerial staff of the service provider or contractor during a pre-established period;
- An indication of the proportion of the contract which the service provider may intend to subcontract.

3.3.4. Establishing a Shortlist

The short-listing of candidates must be carried out by an evaluation committee (see Section 2.8). Under the selection procedure the selection criteria are applied without modification to each of the applications received.

The aim is to ensure the shortlist features applicants who meet the selection criteria most effectively and thus apparently offer the best guarantees of successfully completing the contract.

N.B.: A shortlist must ensue from a long list. An entity not having submitted an application cannot be added to the shortlist.

The shortlist must feature a minimum of four applicants and a maximum of eight applicants. If the number of eligible applicants meeting the selection criteria is higher than eight, a more restrictive interpretation of the criteria featured in the procurement notice may be applied so as to reduce the number of eligible applicants to eight.

It is best to avoid shortlists confined to four applicants as the successful completion of the procedure is dependent in particular on the number of tenders that may be evaluated (see Section 3.3.11).

The procedure for establishing the shortlist is documented via the minutes of the evaluation committee meeting.

CTA sends a notification by letter or e-mail to all the applicants who fail to be selected informing them that their applications have been unsuccessful. The selected applicants receive a letter of invitation to tender with the tender documents. At the same time, the final shortlist is published on the CTA website and, if necessary, in any other suitable media.
3.3.5. DRAFTING AND CONTENT OF THE TENDER DOCUMENTS

It is vital that tender documents be carefully drafted not only for the proper execution of the contract awarding procedure but also for the sound functioning of the procedure.

These documents must contain all the provisions and information that candidates invited to tender need to present with their tenders: the procedures to follow, the documents to provide, cases of non-compliance, award criteria and their weightings, stipulations regarding subcontracting, etc. Given the technical complexity of many contracts, the preparation of the tender documents may require the assistance of one or more external technical specialists.

CTA is responsible for drawing up these documents.

The tender documents should contain:

- The letter of invitation to tender which specifies in particular the points indicated in Sections 3.3.7, 3.3.8., 3.3.9. and 3.3.10;
- The acknowledgement of receipt for the tender documents;
- Instructions to the tenderers, including instructions concerning enterprise groupings and sub-contracting;
- The Terms of Reference;
- The award criteria, that is, the criteria used in the technical evaluation along with their weightings and the indication that the contract will be awarded to the "most economically advantageous tender";
- Standard tender submission templates;
- The general conditions for services or supply contracts;
- Any other documents required.

The tender documents shall specify whether the tenders must be based on a firm, non-adjustable price or whether a price adjustment formula is to be used and, if applicable, the conditions and formulas for adjusting the price during the validity of the contract.

3.3.6. AWARD CRITERIA

The contract award criteria are used to pinpoint the most economically advantageous tender. These criteria apply to the technical quality and price of the tender.

The system for rating the technical quality of tenders must be linked as accurately as possible to the Terms of Reference describing the services to be provided and referring to the parameters that will be easy to identify in the tenders and quantifiable if possible.

The selection criteria used to draw up the shortlist and the award criteria used to decide the best tender must be clearly differentiated.

N.B.: The definition of the various criteria used in the technical evaluation and their weightings must be featured in the tender documents.
3.3.7. ADDITIONAL INFORMATION DURING THE PROCEDURE

The tender documents must be sufficiently clear to avoid the need for tenderers to seek additional information during the procedure. If CTA, at its own initiative or in response to the request of a tenderer, decides to provide additional information about the tender documents, the information must be provided in writing or by e-mail simultaneously to all the tenderers.

The tenderers may ask questions in writing no later than 21 days prior to the deadline for the dispatch or submission of tenders. CTA must answer their questions no later than 11 days prior to the tender submission deadline.

If the technical content of the tender is complex, CTA may hold an information meeting and/or site visit. This meeting must be announced in the tender dossier and must take place no later than 21 days before the expiry of the deadline for submission of tenders. All costs of attending such a meeting must be met by the tenderers. Any presentation/documentation to be delivered in the information session, as well as the outcome and the minutes, must also be uploaded at least on the CTA's Internet site and other media where the call was published.

3.3.8. DEADLINE FOR DISPATCH OR SUBMISSION OF TENDERS

In accordance with the modalities defined in the invitation to tender, tenders must be received or dispatched by registered letter or by courier to CTA no later than the date and time indicated (the postmark or receipt provided by the courier service taken as proof). Tenders may also be delivered by hand (the receipt issued by CTA taken as proof). The minimum period between the date when CTA invites bids and the deadline set for submitting tenders is 30 days and may be increased if necessary, owing to the scale and complexity of the contract. In exceptional cases, this 30-day period may be shortened in compliance with internal procedures.

The period for submission must be sufficient to guarantee the quality of tenders and so permit truly competitive tendering. Experience shows that too short a period prevents candidates from tendering or causes them to submit incomplete or ill-prepared tenders.

3.3.9. TENDER VALIDITY PERIOD

Tenderers are bound by their tenders for the period specified in the letter of invitation to tender and/or in the tender documents. This period must be sufficient to allow CTA to examine tenders, approve the contract award proposal, notify the successful tenderer and conclude the contract. The period of validity of tenders is fixed at 90 days from the deadline for the dispatch or submission of tenders.

In exceptional cases, before this period of validity expires, CTA may ask the tenderers for a one-off, specific extension, which may not exceed 40 days.

The successful tenderer is bound by the tender for a further 60 days, irrespective of the date of notification of the award of the contract, i.e. 90 (+40) + 60 days.

3.3.10. SUBMITTING TENDERS

Tenders can be submitted electronically or in hard copy. Tenders submitted in hard copy must comply with 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". Tenders submitted electronically must include two separate, password protected files, one bearing the words "File A - technical offer" and the other "File B - financial offer". Any infringement of these rules (e.g. unsealed envelopes, references to price in the technical offer, non-protected electronic files) is to be considered a breach of the rules, and will lead to rejection of the tender.

This system enables the technical offer and the financial offer to be evaluated successively and separately: it ensures that the technical quality of a tender is considered independently of the price.

The tender must be submitted in accordance with the instructions to tenderers.
3.3.11. TENDER EVALUATION PROCEDURE

Receiving and recording tenders

When tenders are received, CTA must record them and provide an acknowledgement of receipt for hand-delivered tenders. The envelopes containing the tenders must remain sealed and be kept in a safe place until they are opened. Tenders must only be opened after the final date and time for dispatch or submission of tenders.

The outer envelopes of tenders must be numbered in order of receipt (whether or not they are received before the deadline fixed for the dispatch or submission of tenders).

Tender opening session

First part: preparatory phase

During the first meeting of the evaluation committee, that is held before starting the actual evaluation, the chairperson presents the purpose of the tender and explains the procedures to be followed by the evaluation committee. The tender documents should have been circulated in advance to the members of the evaluation committee.

Second part: compliance with administrative requirements

The committee must decide whether or not tenders comply with the formal submission requirements at this stage (i.e. following the opening of the outer envelope and the opening of the technical offer). The list of tenders received must appear in the tender opening session minutes.

The committee checks the compliance of tenders with the formal requirements featured in the tender documents. These are shown in the form of an administrative compliance grid, which, once completed, will be annexed to the tender opening session minutes. What this involves in particular is checking the requirements for the:

- The tender dispatch or submission date;
- The submission of tenders (see Section 3.3.10);
- The one or more languages authorised for submitting the tender;
- The groups, consortiums and/or sub-contractors;
- The nationality of tenderers, including subcontractors. At this stage the evaluation committee must check that the nationalities of all the entities proposed in the technical offers are consistent with the rule of nationality;
- The rule of origin if the service provider is required by the Terms of Reference to provide supplies or materials;
- The technical offer with all the items required by the Terms of Reference (such as methodologies, list and CVs of experts, activity timing chart);
- More generally, the availability of all the duly signed documents sought and other documents and information required.

Any major formal errors or major restrictions affecting performance of the contract or distorting competition and, more generally, non-compliance with the administrative requirements will result in the immediate rejection of the tender concerned.

Subject to the agreement of the other committee members, the chairperson may, however, write to the tenderers whose tenders require clarifications, offering them the possibility to respond within a reasonable timeframe to be fixed by the evaluation committee.
Only tenders meeting the administrative requirements give rise to a technical evaluation.

N.B.: If no tender is valid administratively, the call for tenders is declared unsuccessful and may be re-launched.

Evaluation of tenders according to the award criteria

First part: Evaluation of technical offers

The committee then examines the technical offers, the financial offers remaining sealed. The committee members receive a copy of the technical offers. When evaluating technical offers, each evaluator awards each offer a score out of a maximum 100 points in accordance with the technical evaluation grid (setting out the technical criteria, sub-criteria and weightings) laid down in the tender documents. Under no circumstances may the committee and evaluators change the technical criteria or the weightings of the technical criteria communicated to the tenderers.

All voting members of the committee complete an evaluation grid to record their assessment of each technical offer in order to establish a general appreciation of the strengths and weaknesses of the individual technical offers.

On completion of the technical evaluation, the points awarded by each member are compared at the committee's session. Besides the numerical score, members must explain the reasons for their choice and their scores before the committee.

In the case of major discrepancies, a full justification must be provided by dissenting members during a meeting of the evaluation committee.

The committee members may modify their individual evaluation grids as a result of the general discussion on the merits of each offer and/or the interviews held between the committee and the tenderers. Once discussed, the evaluation committee members finalise their evaluation grids on each of the technical offers and sign them before handing them over to the secretary of the evaluation committee.

The secretary must then compile a summary of the comments of the committee members as part of the evaluation report and calculate the average final score, which is the arithmetical average of the individual final scores awarded by each voting member of the evaluation committee.

Once the committee has established each technical offer's score, any tender falling short of the minimum technical threshold (i.e. 75 point threshold), is automatically rejected. This threshold, as defined in the tender documents, shall not be modified during the evaluation process. The best technical offer is awarded 100 points.

The others receive points calculated using the following formula:

Technical score = (final score of the technical offer /final score of the best technical offer) x 100.
Example of technical evaluation

<table>
<thead>
<tr>
<th></th>
<th>Maximum possible score</th>
<th>Tenderer 1</th>
<th>Tenderer 2</th>
<th>Tenderer 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluator A</td>
<td>100</td>
<td>55</td>
<td>88</td>
<td>84</td>
</tr>
<tr>
<td>Evaluator B</td>
<td>100</td>
<td>60</td>
<td>84</td>
<td>82</td>
</tr>
<tr>
<td>Evaluator C</td>
<td>100</td>
<td>59</td>
<td>82</td>
<td>90</td>
</tr>
<tr>
<td>Total</td>
<td>300</td>
<td>174</td>
<td>254</td>
<td>256</td>
</tr>
<tr>
<td>Average score (mathematical average)</td>
<td></td>
<td>174/3 = 58.00</td>
<td>254/3 = 84.67</td>
<td>256/3 = 85.33</td>
</tr>
<tr>
<td>Technical score (actual final score/highest final score)</td>
<td>Eliminated*</td>
<td>84.67/85.33  x 100 = 99.22</td>
<td>100.00</td>
<td></td>
</tr>
</tbody>
</table>

* Average score of less than 75 points. This tenderer's financial offer will not be evaluated.

N.B.: If no tender achieves the average minimum technical threshold, the call for tenders is declared unsuccessful and can be re-launched. If only one tender achieves such threshold, the Authorising Officer may decide to switch to a negotiated procedure (see Section 3.6). The Authorising Officer’s decision should be in writing and copied to the Procurement Officer.

Second part: Evaluation of financial offers

Upon completion of the technical evaluation, the envelopes containing the financial offers of tenderers which have reached the minimum technical threshold defined in the tender documents (i.e. 75 points) are opened and all originals of these financial offers are initialled by the chairperson and the secretary of the evaluation committee. CTA must retain the envelopes containing the financial offers of tenderers who have been rejected along with the other documents concerning the call for tenders. They must be kept closed.

The evaluation committee checks that the financial offers contain no clerical errors. Any clerical errors are corrected without penalty to the tenderer.

Comparison of the financial offer takes account of all fees, direct or lump-sum costs, etc. with the exception of expenses repayable on presentation of supporting documents (i.e. reimbursable costs). The tender documents, which include a budget breakdown, require the tenderer to classify these costs. The committee must nevertheless check the conformity of this classification contained in the offer and may correct it where necessary. Fees are set by the tenderer alone.
Offers exceeding the maximum budget allocated for the contract\textsuperscript{18} are eliminated.

\begin{center}
\textbf{N.B.:} If the tender documents require the tenderer to declare and/or restrict the volume and type of subcontracted services, compliance with these obligations is checked when the envelopes containing the financial offers are opened. Tenders failing to meet these requirements are eliminated.
\end{center}

The lowest financial offer receives 100 points. The others are awarded points by means of the following formula:

\[
\text{Financial score} = \frac{\text{lowest financial offer (excluding reimbursables)}}{\text{the price of the financial offer under consideration (excluding reimbursables)}} \times 100.
\]

Example of financial evaluation

<table>
<thead>
<tr>
<th>Total fees (fees, direct/lump sum costs etc.)</th>
<th>Tenderer 1</th>
<th>Tenderer 2</th>
<th>Tenderer 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eliminated following technical evaluation</td>
<td>€951,322</td>
<td>€1,060,452</td>
<td></td>
</tr>
<tr>
<td><strong>Financial score</strong></td>
<td><strong>100.00</strong></td>
<td></td>
<td>951,322 / 1,060,452 x 100 = 89.71</td>
</tr>
</tbody>
</table>

\begin{center}
\textbf{N.B.:} Should all the technically compliant tenders exceed the maximum budget allocated to the project, the call for tenders is declared unsuccessful and the procedure must be cancelled. The Authorising Officer may then decide to open a negotiated procedure (see Section 3.6). The Authorising Officer’s decision should be in writing and copied to the Procurement Officer.
\end{center}

\textbf{Abnormally low tenders}

CTA can reject tenders that appear to be abnormally low in relation to services concerned. However rejection on that ground alone is not automatic. The concerned tenderer must be asked, in writing, to provide details of the constituent elements of its tender, notably those relating to compliance with employment protection legislation and working conditions in the location of the contract, such as the service provision process, the technical solutions chosen or any exceptionally favourable condition available to the tenderer, the originality of the tender. In view of the evidence provided by the tenderer, CTA decides on whether the tender is to be considered irregular and has consequently to be rejected.

\textsuperscript{18} Including fees all other costs and reimbursables.
Conclusions of the evaluation committee

The tender with best value for money is established by weighing technical quality against price as specified in the call for tenders (typically on an 80/20 basis). This is done by multiplying:

- the scores awarded to the technical offers by the relevant weighting (i.e. 0.80);
- the scores awarded to the financial offers by the relevant weighting (i.e. 0.20).

Example of composite evaluation

<table>
<thead>
<tr>
<th></th>
<th>Maximum possible score</th>
<th>Tenderer 1</th>
<th>Tenderer 2</th>
<th>Tenderer 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical score x 0.80</td>
<td></td>
<td>99.22 x 0.80 = 79.38</td>
<td>100.00 x 0.80 = 80.00</td>
<td></td>
</tr>
<tr>
<td>Financial score x 0.20</td>
<td>Eliminated following technical evaluation</td>
<td>100.00 x 0.20 = 20.00</td>
<td>89.71 x 0.20 = 17.94</td>
<td></td>
</tr>
<tr>
<td>Overall score</td>
<td></td>
<td>79.38 + 20.00 = 99.38</td>
<td>80.00 + 17.94 = 97.94</td>
<td></td>
</tr>
<tr>
<td>Final ranking</td>
<td></td>
<td>1</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

The tenders are ranked in descending order on the basis of their overall score obtained by adding together the weighted technical and financial scores. It is essential to make the calculations strictly according to the above instructions.

Unless the procedure is cancelled, the evaluation committee shall propose, after due deliberation, to award the contract to the tenderer:

- meeting the rules of eligibility and origin;
- offering the necessary financial, economic, technical and professional guarantees;
- that is consistent with the formal requirements;
- whose financial offer does not exceed the budget allocated to the project; and
- has obtained the highest overall score and is thus considered to be the best value for money (meeting all of the above conditions).

The entire procedure is covered by minutes (tender opening session minutes and evaluation minutes) to which are annexed the administrative compliance and technical and financial evaluation grids and the declarations of impartiality and confidentiality. Signed by the chairperson, the secretary and all the voting members of the evaluation committee, the minutes are presented to the relevant CTA service (e.g.
Programme Committee\textsuperscript{19}, which, after having checked that the procedure has been respected, provides an award recommendation to the Authorising Officer.

The entire evaluation procedure, including notifying the successful tenderer about the contract being awarded, must take place during the tender validity period. Against this background, it is important to bear in mind the risk that the successful tenderer may no longer be able to confirm the latter's tender (for example, one or more of the main experts is or are no longer available) if the evaluation period lasts too long.

The entire tender procedure is confidential from the establishment of the shortlist to the signing of the contract by both parties. The evaluation committee's decisions are collective and independent and its deliberations must remain secret. Any observers are bound to secrecy.

\textbf{N.B.}: The evaluation report is intended primarily for internal use and any confidential information contained therein shall not be communicated to the tenderers nor to any person or entity other than CTA's competent services.

\section*{3.3.12. Preferences}

Measures are taken to encourage the widest participation of the natural and legal persons of ACP States in the performance of CTA-funded contracts in order to permit the optimisation of the physical and human resources of these States. Towards this end, in respect of service contracts, where tenders of equivalent economic and technical quality are compared (same overall score), preference is given to:

\begin{enumerate}
    \item The tenderer from an ACP State;
\end{enumerate}

or

\begin{enumerate}
    \item if such a tenderer is not available, to the tenderer who:
        \begin{enumerate}
            \item allows for the best possible use of the physical and human resources of the ACP States; or
            \item offers the greatest sub-contracting possibilities for ACP companies, firms or natural persons; or
            \item is a consortium of natural and/or legal persons from ACP States and the European Union.
        \end{enumerate}
\end{enumerate}

\section*{3.3.13. Awarding the Contract}

\textbf{Notifying the successful tenderer}

Before the period of validity of tenders expires, and on the basis of the approved evaluation report, CTA notifies the successful tenderer in writing that the tender has been accepted and draws attention to any clerical errors which were corrected during the evaluation process.

CTA may request the successful tenderer to submit the evidence required by the tender documents to confirm the information featured in the sworn statement within 15 days of the date of the notification.

\textsuperscript{19} The Programme Committee makes recommendations for contract approval to the Authorising Officer. It consists of at least the Programme Managers and the Procurement Officer and is chaired by the Learning, Monitoring and Evaluation Unit.
CTA must examine the evidence, statements or documents provided by the successful tenderer before sending the tenderer the contract for signing.

**Contract preparation and signature**

In preparing the contract for signature, CTA must proceed as follows:

1. File all the documents to keep on archive (Section 2.10)
2. Prepare contract documents using the following structure:
   - copy of all the documents relating to the call for tenders (procurement notice, applications selection report, tender opening report, evaluation report and its annexes and one copy of the award decision signed by the Authorising Officer;
   - 2 copies of the proposed contract, drawn up on the basis of the standard service contract template and including all the annexes (e.g. general conditions, special conditions, terms of reference, technical offer, financial offer or budget).
3. Sign all the copies of the contract and initial all the pages.
4. Send 2 signed copies of the contract to the successful tenderer, who must send a countersigned copy within 30 days starting from the date on which it was received (and, in all cases, prior to expiry of the tender validity period). In urgent and duly justified cases, it is possible to accept scanned signatures if an original signed version of the contract is also sent in parallel. In this case, the delay of 30 days is applied to the scanned version.

The contractor keeps one original, and returns the other original to CTA. If the successful tenderer fails to do this within the specified deadline or indicates at any stage that it is not willing or able to sign the contract, the tenderer cannot be awarded the contract. The contract preparation process must be re-started from step 1 with a new contract dossier prepared using the second best tender (provided that that tender is still valid).

**N.B.:** The total duration of the services provided for in the contract must correspond to that published in the procurement notice or shown in the tender documents.

**N.B.:** In the event of a request for an advance payment in excess of € 150 000, a pre-financing guarantee could be required to secure the pre-financing operation. This guarantee shall be released as and when the pre-financing is deducted from interim payments or payments of balances to the contractor in accordance with the terms of the contract.

**N.B.:** Public entities and international organisations are not required to provide a financial guarantee.

**Publication of the contract award**

Once the contract is signed, CTA must prepare a contract award notice and publish the outcome of the call for tenders on the CTA website and, if necessary, in any other suitable media. This is done within 45 days of signature of the service contract between CTA and the contractor.

CTA also has a maximum period of 15 working days to inform the other tenderers in writing that their tenders were unsuccessful.

**3.3.14. PROVISION AND REPLACEMENT OF EXPERTS**

When the contract involves in particular the provision of technical assistance staff, the contractor is required to provide the experts referred to in the contractor's tender. Should the company submitting the tender and/or the experts proposed have deliberately concealed the fact, in their tender, that all or some
of the main employees proposed will in fact be unavailable on the date the tender documents specify for the employees being provided, the committee may recommend exclusion from the call for tenders.

Where a member of staff needs to be replaced, the replacement must possess at least equivalent qualifications and experience and the latter's fee-rate may in no circumstances exceed that of the expert replaced. Where the contractor is unable to provide a replacement possessing equivalent qualifications and/or experience, CTA may either terminate the contract, if it feels that its performance is jeopardised, or, if it feels that this is not the case, accept the replacement, in which case the latter's fees should not be higher than those of the expert being replaced.
3.4. COMPETITIVE NEGOTIATED PROCEDURE

In the case of contract with a value of less than €300 000, CTA may award the contract via a competitive negotiated procedure.

The competitive negotiated procedure is similar to the restricted procedure except:

- A procurement notice is not published;
- CTA invites the entities it chooses to submit a tender;
- The list of entities receiving the invitation to tender and the tender documents must comprise a minimum of three service providers;
- Tenders must be submitted in accordance with the double envelope system but the outer parcel or envelope must contain three separate, sealed envelopes, one bearing the words "Envelope A – administrative documents", "Envelope B - technical offer" and "Envelope C. - financial offer";
- Envelope A must contain all the documents for checking the eligibility of the tenderer, the latter's financial and economic capacity and technical and professional capacity.

In accordance with the modalities defined in the invitation to tender, tenders must be received or dispatched by registered letter or by courier to CTA no later than the date and time indicated (the postmark or receipt provided by the courier service taken as proof). Tenders may also be delivered by hand (the receipt issued by CTA taken as proof). The minimum period between the date when CTA invites bids and the deadline set for forwarding tenders is 30 days and may be increased if necessary, owing to the scale and complexity of the contract.

An evaluation committee with the requisite administrative and technical capacities evaluates the tenders according to the same procedure as that described for restricted tenders for service contracts, with one difference: the financial, economic, technical and professional capacities are checked after having
checked compliance with the administrative requirements and prior to the evaluation of the tenders in accordance with the award criteria.

If following consultation of the tenderers CTA receives only one offer that is administratively and technically valid, the contract may be awarded provided that the award criteria are met.

The contract is awarded to the tenderer who:

- Submits a tender meeting the formal administrative requirements;
- Meets the eligibility criteria, that is, complies with the rules of nationality and origin and is not in a situation of exclusion;
- Meets the economic, financial, technical and professional capacity criteria defined in the tender documents;
- Presents the tender with the best value for money.

As with the other procedures, the call for tenders must be cancelled and, if possible, restarted when:

- No technically compliant tenders or proposals have been received;
- All technically compliant tenders/proposals exceed the financial resources available.

3.5. **SINGLE TENDER**

CTA may award service contracts of a value of €20,000\(^{20}\) or less on the basis of a single tender.

For services with a value of less than or equal to €2,500, CTA may simply notify the order by e-mail and pay against invoices without prior acceptance of a tender.

3.6. **NEGOITIATED PROCEDURE**

CTA may exceptionally use a negotiated procedure on the basis of one or several tenders. This will require the Authorising Officer’s prior approval which should be in writing and copied to the Procurement Officer.

This option is allowed without any value restriction in the following cases:

A. Where strictly necessary, for reasons of extreme urgency resulting from unforeseen events, CTA must act within time limits that are inconsistent with those required by the international restricted procedure or competitive negotiated procedure.

B. Where the services are entrusted to public-sector bodies or to non-profit institutions or associations and relate to activities of an institutional nature (i.e. services directly linked to the statutory mission of the body) or designed to provide assistance to peoples in the social field.

\(^{20}\) Including fees and all other costs including reimbursables.
C. For services extending services already underway there are two scenarios:

- **Complementary services** not included in the main contract but which, due to unforeseen circumstances, have become necessary to perform the contract, provided that the aggregate amount of additional services does not exceed 50% of the value of the principal contract;

- **Additional services** consisting of the repetition of similar services entrusted to the contractor, providing these services:
  - Are justified by special circumstances;
  - And the contract notice / instructions to tenderers published for the initial contract announced the possibility of using the negotiated procedure for new services for the project;
  - Do not exceed the value and duration of the initial contract.

**N.B.:** When using the complementary or additional services scenarios, care must be taken not to exceed the applicable threshold under which the initial procurement procedure was launched.

D. When a tender procedure has been unsuccessful, that is to say, where no qualitatively and/or financially worthwhile tender has been received, CTA may, after cancelling the tender procedure, negotiate with one or more tenderers of its choice from among those that took part in the invitation to tender, if they comply with the selection criteria, provided that the original terms of the contract are not substantially altered and that the principle of fair competition is observed.

E. When the contract consists of the acquisition of a plan or design selected by a jury following a design context and must, pursuant to the applicable rules, be awarded to one or more of the successful candidates, in which case all successful candidates shall be invited to take part in the negotiations.

F. Where, for technical or artistic reasons, or for reasons connected with the protection of exclusive rights, the contract can be awarded only to a particular service provider, e.g. the services of an author within the framework of book collection on particular topics, with no reasonable alternative or substitute existing, and the absence of competition is not the result of an artificial narrowing down of the parameters when defining the procurement.

G. Where a new contract has to be concluded after early termination of an existing contract.

H. For legal services such as: representation and advice related to arbitration, conciliation or judicial proceedings; arbitration and conciliation services; document certification and authentication services which must be provided by notaries\(^{21}\).

I. For financial services and loans.

J. Where a service contract is to be implemented by an international organisation which cannot participate in competitive procedures according to its statute or act of establishment.

**N.B.:** CTA may also use the negotiated procedure for building contracts\(^{22}\) after prospecting the local market.

---

\(^{21}\) Legal services other than those mentioned under point i) may be awarded following a competitive negotiated procedure regardless of the estimated contract value, see point 3.4.

\(^{22}\) Building contracts cover the purchase, long lease, usufruct, leasing, rental or hire purchase, with or without option to buy, of land, existing buildings or other real estate.
CTA must prepare an internal memorandum describing how the negotiations have been conducted and justifying the decision-making principles (based on the points above) for awarding the contract in the light of these negotiations. This memorandum must be included in the contract dossier.
3.7. FRAMEWORK SERVICE CONTRACT

A framework agreement is a contract concluded between CTA and an economic operator defining the key conditions governing a subsequent set of specific contracts to be concluded during a given period, particularly in the case of the contract duration, purpose, prices and execution conditions, as well as the planned quantities.

CTA may also conclude multiple framework agreements that are separate contracts but are concluded subject to the same conditions with several suppliers or service providers. The specifications then state the maximum number of operators with which CTA will conclude a contract.

The period covered by these contracts may not exceed four years.

In the context of each specific assignment, CTA invites tenderers appearing on the list to present a tender within the limits of the framework agreement. The general rule is to select the proposal with the best value for money. The value of specific assignments ordered within the context of a framework contract must be less than € 300 000. Services with a value of € 300 000 or more must be contracted through a restricted procedure.

3.7.1. SCOPE

CTA may decide to use this type of instrument for any project requiring the systematic use of contracts for identical purposes (for translation or interpretation services, for example). Framework contracts should not be used unduly, or used in such a way that the purpose or effect is to prevent, restrict or distort competition.
In operational terms, this means that the services should be available as soon as possible within 14 days from the start of the request.

No budgetary commitment is required with the framework contract. However, CTA must have financial resources to cover the services contracted via the framework agreement when a specific contract is concluded.

The assignment implementation period may not exceed two years to the day. It starts on the service starting date and ends when CTA formally accepts or refuses the final report.

N.B.: An assignment may extend beyond the framework contract validity period as long as it was concluded prior to the end of the framework contract.

3.7.2. DESCRIPTION OF THE PROCEDURE

3.7.2.1. Award of framework contracts

The procedure for establishing a framework contract is similar to the one provided for in the context of a restricted procedure.

In order to succeed in establishing a framework contract, a call for tenders initially must be opened according to the restricted procedure so as to draw up a list of entities likely to meet CTA's specific needs.

The stages leading up to a framework contract are described below.

Step 1: Publication

In order to ensure the widest possible participation in the framework contract and appropriate transparency, the framework contract must give rise to a specific procurement notice being published at least on the CTA Internet site and eventually in any other suitable media.

The procurement notice for a framework contract must allow interested service providers to submit their applications on the basis of the information required to assess their ability to successfully complete the contract in question. The procurement notice comprises information on the project, namely the general Terms of Reference, a provisional calendar, instructions for tender content and submission, selection criteria, and the contracting process.

The minimum period for receiving applications is 30 days starting from the date the notice is published.

Step 2: Evaluation

Unlike the restricted procedure, a framework contract not only must have a shortlist but also ensure the entities featured on the list are able to complete the services subject to the acceptable technical and financial conditions. The evaluation must result in short-listing a minimum of two and a maximum of eight entities.

N.B.: If the number of eligible applicants meeting the selection criteria is less than two, CTA must cancel the procedure and relaunch it.

---

23 Eventually per lot, if services are to be provided for multiple lots.
The evaluation according to selection criteria (see Section 3.3.3) must be immediately followed by the evaluation following the award criteria (see Section 3.3.6).

The general Terms of Reference may have to take account of the fact that a framework agreement may cover four years.

The framework contract’s operation is dependent on the tenderer proposing a price factoring in, for example, the projected inflation rate trend during the period covered by the duration of the framework agreement, the levels of expertise deployed or cases where urgent action is required.24

N.B.: There is no successful tenderer and no service contract subsequent to the evaluation but solely a selection of entities able to provide specific services. In the case of “contracts in cascade”, the entities are ranked according to the order of the price offer, from the lowest to the highest (cf. 3.7.2.2).

CTA has no contractual obligation until it activates the framework contract.

**Step 3: Notification**

The successful tenderers are informed in writing.

They may be requested to provide, at CTA’s request, proof that they do not fall within the scope of any of the exclusion situations listed in their sworn statement. Any successful tenderer that fails to provide the requisite proof within 15 days shall be removed from the list of framework contractors.

The other tenderers shall be informed by letter or e-mail that their tenders have not been accepted.

**Step 4: Signature of framework service contracts**

A framework service contract is signed with the entities selected. Each framework contractor must sign, date and return the contract to CTA within 30 days after receipt of the contract.

**N.B.**: The framework service contract shall not indicate any amount. Only the specific contracts (contract letters) activating the orders indicate an amount for the services to be implemented.

**Step 5: Publication of the contract award**

The list of selected framework contractors, per framework contract and per lot if any, is published on the CTA website within 45 days of signature of the last framework contract between CTA and the contractor(s).

---

24 For example, a translation that must be made within 24 hours.
3.7.2.2. Award of contracts for specific services (activating framework contracts)

Step 6: Activating a framework contract

- **General Case: Launch of a “mini-competition”**

The procedure used will be as follows:

1) Check beforehand the availability of the appropriations. Requests cannot be made unless appropriations are available to cover the operation.

2) Prepare specific Terms of Reference consistent with the general Terms of Reference used to draw up the shortlist.

3) Send the request for a tender and the Terms of Reference to all the relevant framework agreement entities irrespective of the scale of the services to be provided.

4) The framework contractors have preferably 14 calendar days to send a proposal by e-mail. However, this may be reduced to 7 days in cases of extreme urgency.

   When the tender is being prepared, the entities may ask CTA for clarifications concerning the Terms of Reference. The answers are sent at the same time to all the entities consulted.

   Should a request for clarification result in a change to the Terms of Reference, CTA must, in this case, notify the entities consulted the updated Terms of Reference. In complex cases (e.g. extension of the scope of services required, additional expertise), the deadline for the submission of tenders should be extended to allow tenderers enough time to prepare a complete tender.

5) Evaluate the tenders

   The technical evaluation seeks to check: 1/ the compliance of the proposed experts with the expertise or profiles defined in the Terms of Reference; and 2/, the availability of the proposed experts.

   The check may be made, if need be, on the basis of the experts’ CVs and a statement concerning the availability and exclusivity of each proposed expert.

   The financial evaluation seeks to check that: 1/ the fees proposed for the required services are consistent with the prices initially specified by the tenderer (those leading to the tenderer being short-listed), and 2/ any other costs involved in the services are acceptable.

   The contract is awarded to the entity meeting the above-mentioned criteria and offering the best value for money.

   If all the entities for the lot have been interviewed but no tender is acceptable the negotiated procedure may be used.

6) Communicate the results

   The outcome of the evaluation must be communicated to the contracting parties within 14 calendar days starting from the deadline for submitting the tenders. Unsuccessful entities are entitled to ask CTA why they have been rejected.

7) Prepare the specific contract (the contract letter for the assignment)

   Use should be made of the applicable standard format while referring to the framework agreement references.

8) Send the specific contract which must be countersigned for acceptance by the framework contractor.
**Special Case: Direct activation of a framework contract without reopening of competition ('contracts in cascade')**

A framework contract should be activated without reopening of competition when the volume and nature of services to be delivered are well known. Based on the volume of services and the unit price(s) already set in the framework contract, the total price to be paid can be defined in advance.25

The procedure used is as follows:

1) Check beforehand the availability of the appropriations. Requests cannot be made unless appropriations are available to cover the operation.

2) Prepare specific Terms of Reference consistent with the general Terms of Reference used to draw up the shortlist.

3) Send the request and the Terms of Reference to the framework contractor ranked first on the list.

4) The framework contractor has 3 calendar days to confirm by e-mail its availability and interest in providing the service and 7 calendar days to send a proposal by e-mail.

   When the tender is being prepared, the entity may ask CTA for clarifications concerning the Terms of Reference. If a request for clarification results in a change to the Terms of Reference, CTA must amend the Terms of Reference. In complex cases (e.g. extension of the scope of services required, additional expertise), the deadline for the submission of tenders should be extended to allow framework contractors enough time to prepare a complete tender.

5) Evaluate the tender.

   The technical evaluation seeks to check: 1/ the compliance of the proposed experts with the expertise or profiles defined in the Terms of Reference; and 2/, the availability of the proposed experts.

   The check may be made, if need be, on the basis of the experts' CVs and a statement concerning the availability and exclusivity of each proposed expert.

   The financial evaluation seeks to check that: 1/ the fees proposed for the required services are consistent with the prices initially specified by the tenderer and 2/ any other costs involved in the services are acceptable.

   The contract is awarded if the entity meets the above-mentioned criteria.

6) If the entity ranked first is not available or interested or if its proposal does not meet the criteria, the entity ranked immediately afterwards is contacted, and so on.

7) Prepare the specific contract (contract letter for the assignment).

   Use should be made of the applicable standard format while referring to the framework agreement references.

---

25 For example, in the case of translation services, the total price to be paid depends only on two factors: (1) the number of words to be translated which is defined by the source text and (2) the unit price, expressed in € per 1000 words, already set in the framework contract.

A framework contract should not be activated without reopening of competition when the unit price(s) set in the framework contract is (are) expressed in daily or hourly rate(s). In such cases, the total price to be paid will depend on an estimation made by the framework contractor on the number of days (or hours) needed for the services to be provided.
8) Send the specific contract which must be countersigned for acceptance by the framework contractor.

**N.B.** If in either process mentioned above, no qualitatively and/or financially satisfactory tender received, CTA may simply cancel the consultation, or cancel and either:

1. Re-launch with different framework contractors (for lots with more than 3 framework contractors) under unchanged terms of reference.
2. Re-launch a request for services after analysing/redrafting the specific Terms of Reference.
3. Initiate a negotiated procedure with one or more tenderers of its choice, from among those that took part in the request for services with a view to obtain improved offers within the terms of the specific request (the terms of the specific request cannot be substantially altered).
4. Initiate a competitive negotiated procedure outside from the framework contract.

The consultation must comply with the principles of transparency, proportionality, equal treatment, non-discrimination and of sound competition and with the terms of the framework contract.
4. SUPPLY CONTRACTS

4.1. DEFINITION

Supply contracts cover the purchase or leasing of products. A supply of products may incidentally involve placing, installation and/or maintenance activities.

_N.B._: The tasks involved in printing and duplicating documents and other information media are covered by the supply contract award procedures.

4.2. RULES APPLICABLE TO ALL SUPPLY CONTRACTS

4.2.1. BASIC PRINCIPLES

The basic principles described in Section 3.2.1 for service contracts also apply to supply contracts.

4.2.2. PROCEDURES FOR AWARDING SUPPLY CONTRACTS

Supply contracts are awarded according to the following procedures:

- Contracts with a value higher or equal to € 300 000: open procedure.
- Contracts with a value lower than € 300 000: competitive negotiated procedure.
- Contracts with a value lower than or equal to € 20 000: single tender. In exceptional cases, as referred to in Section 4.6: negotiated procedure.
4.3. OPEN PROCEDURE

IMPLEMENTATION SCHEDULE
Supply contracts > or = € 300 000

4.3.1. PUBLICATION

All supply contracts with a value equal to or higher than € 300 000 must give rise to a procurement notice being published at least on the CTA website and, if necessary, in any other suitable media.

The wording of the notice must provide interested suppliers with the information they need to decide their ability to provide the supplies. The tender documents are sent to interested suppliers upon request.

4.3.2. DRAFTING AND CONTENT OF THE TENDER DOCUMENTS

It is vital that tender documents be carefully drafted not only for the proper execution of the contract awarding procedure but also for the sound functioning of the procedure.

These documents must contain all the provisions and information that candidates invited to tender need to present their tenders, particularly instructions to tenderers specifying the administrative requirements, the technical specifications and the selection and award criteria.

The technical specifications must afford equal access for tenderers and not have the effect of creating unjustified obstacles to competitive tendering. They define the characteristics required of a product, service or material with regard to the purpose for which they are intended by CTA.

Those characteristics may include as appropriate:

a) A clear definition of the services to be performed, e.g. if the supply contract includes after-sales services or other ancillary services;

b) The minimum quality standards;

c) Environmental and climate performance;
d) Where possible, designed for all uses;

e) The levels and procedures of conformity assessment;

f) Performance or use of the supply (fitness for use);

g) Safety dimensions, including, for supplies, the sales name and user instructions, and, for all contracts, terminology, symbols, testing and test methods, packaging, marking and labelling, production procedures and methods.

Given the technical complexity of many supply contracts, the preparation of the tender documents - particularly the technical specifications - may require the assistance of one or more external technical specialist(s). Each such specialist must sign a declaration of objectivity and confidentiality.

The technical specifications indicate - where applicable, lot by lot - the exact nature and performance characteristics of the supplies. Where applicable, they also specify delivery conditions and installation, training and after-sales service.

It is essential that the performance characteristics correspond to the intended purpose. If there needs to be an information meeting to clarify technical requirements at the site where supplies are to be installed, this should be specified in the instructions to tenderers, together with details of the arrangements.

The purpose of the technical specifications is to define the required supplies precisely. The minimum quality standards, defined by the technical specifications, will enable the evaluation committee to determine which tenders are technically compliant.

Unless warranted by the nature of the contract, technical specifications mentioning or describing products of a given brand or origin and thereby favouring or excluding certain products are prohibited. However, where products cannot be described in a sufficiently clear or intelligible manner, they may be named as long as they are followed by the words "or equivalent".

The tender documents should include the following documents:

- The letter of invitation to tender, which shall specify in particular the points in Sections 4.3.4., 4.3.5., 4.3.6. and 4.3.7.;
- The acknowledgement of receipt for the tender documents;
- The instructions to tenderers, including instructions concerning groupings of undertakings and sub-contracting;
- The technical specifications;
- If appropriate, the data to be provided by the tenderers and the method which will be used to determine the life-cycle costs of the supplies (such as for instance maintenance costs and operating costs) on the basis of those data.
- The selection criteria;
- The award criteria, that is to say the criteria used in the technical evaluation with the indication that the contract shall be awarded to the "cheapest technically compliant tender";
- Standard tender submission templates;
- The general conditions for service or supply contracts;
- Any other documents as necessary.

The tender documents shall specify whether the tenders must be based on a firm, non-adjustable price or whether a price adjustment formula can be included and, if applicable, the conditions and formulas for adjusting the price during the validity of the contract.
4.3.3. SELECTION AND AWARD CRITERIA

Selection criteria

The applicable general selection principles and criteria shall in all points be comparable to those described in Section 3.3.3 for service contracts.

The selection procedure therefore involves:

- Eliminating non-eligible applicants owing to the rule of nationality or origin of supplies, or because they are faced with situations of exclusion;
- If necessary ensuring that the financial situation of the applicants is sound, as backed up for example, by balance sheets and/or turnover figures for the three (3) previous years, if specifically required in the tender dossier (financial and economic capacity);
- Checking the technical and professional capacity of applicants, for example by looking at the annual average staffing levels, the number and professional experience of the applicant's managerial staff, along with the main supplies delivered in the proposed field in question in recent years.

Only successful tenderers will be required, where appropriate, to supply additional documentary evidence for the selection criteria prior to awarding of the contract.

N.B.: The financial and economic capacity check does not apply either to public entities or international organisations.

Award criteria

The criteria should be precise, non-discriminatory and not prejudicial to fair competition. All criteria specified in the tender documents must be applied as such and cannot, under any circumstances, be modified during the procedure. The technical evaluation will be based on the evaluation grid published in the tender documents, particularly compliance with the technical specification sought, which must not be modified in any way during the evaluation process. Given the wide variety of supplies and their technical nature, the grid must be individually developed for each tender in a YES/NO format to allow clear assessment of whether or not the offer responds to the technical requirements of the tender documents.

1) Supply contracts not including after-sales services or other ancillary services

Price is the sole criterion for awarding supply contracts not including after-sales services or other ancillary services. All non-compliant tenders having already been eliminated, the contract is awarded to the tenderer submitting the least expensive, technically compliant tender. Where specified in the technical specifications, the financial evaluation may take into account not only the acquisition costs but, to the extent relevant, costs borne over the life cycle of the supplies (such as for instance maintenance costs and operating costs), in line with the conditions set out in the instructions to tenderers.

2) Supply contracts including ancillary services

Where a supply contract includes ancillary services (such as after sales services and/or training, accounting for a large percentage of the contract's value), the technical evaluation should take into account the quality of such services on a YES/NO basis. All non-compliant tenders having been eliminated, the contract is awarded to the tenderer offering the lowest price for ancillary supplies and services.
4.3.4. ADDITIONAL INFORMATION DURING THE PROCEDURE

The tender documents should be clear enough to avoid tenderers having to request additional information during the tender procedure. If CTA, either on its own initiative or in response to a request from a tenderer, provides additional information concerning the tender document, it must send such information in writing or by e-mail to all other tenderers at the same time.

Tenderers may submit questions in writing up to 21 days before the deadline for submission of tenders. CTA must reply to all tenderers’ questions at least 11 days before the deadline for receipt of tenders.

4.3.5. DEADLINE FOR DISPATCH OR SUBMISSION OF TENDERS

In accordance with the modalities defined in the invitation to tender, tenders must be received or dispatched by registered letter or by courier to CTA no later than the date and time indicated (the postmark or receipt provided by the courier service taken as proof). Tenders may also be delivered by hand (the receipt issued by CTA taken as proof). The minimum period between the date when CTA invites bids and the deadline set for forwarding tenders is 30 days and may be increased if necessary, owing to the scale and complexity of the contract.

4.3.6. TENDER VALIDITY PERIOD

Tenderers are bound by their tenders for the period specified in the letter of invitation to tender and/or in the tender documents. This period must be sufficient to allow CTA to examine tenders, approve the contract award proposal, notify the successful tenderer and conclude the contract. The period of validity of tenders is fixed at 90 days from the deadline for the dispatch or submission of tenders.

In exceptional cases, before this period of validity expires, CTA may ask the tenderers for a one-off, specific extension, which may not exceed 40 days.

The successful tenderer is bound by the tender for a further 60 days, irrespective of the date of notification of the award of the contract, i.e. 90 (+40) + 60 days.

4.3.7. SUBMISSION OF TENDERS

Tenders can be submitted electronically or in hard copy. If provided in hard copy, the technical and financial offers must be placed in a single sealed envelope, itself placed in a package or outer envelope. In case of electronic submission, tenders must be provided in password protected files.

In all cases, the tender must be sent in accordance with the instructions to tenderers. Failure to comply with these instructions represents a non-conforming item and results in the tender being rejected.

N.B.: The Contractor shall be deemed to have satisfied himself, before submitting his tender, concerning the correctness and sufficiency of the tender and to have taken account of all that is required for the full and proper implementation of the tasks and to have included in his rates and prices all costs related to the supplies, in particular:

a) transport costs;

b) the costs of handling, packing, loading, unloading, transit, delivery, unpacking, checking, insurance and other administrative costs in connection with the supplies;

c) the cost of documents relating to the supplies where such documents are required by CTA;

d) execution and supervision of on-site assembly and/or commissioning of the delivered supplies;

e) the provision of tools required for assembly and/or maintenance of the delivered supplies;

f) the provision of detailed operation and maintenance manuals for each unit of the delivered supplies, as specified in the contract;
g) supervision or maintenance and/or repair of the supplies, for a period of time stated in the contract, with the stipulation that this service shall not release the Contractor from any warranty obligations under the contract;

h) training of CTA's personnel, at the Contractor's factory and/or elsewhere as specified in the contract.

4.3.8. TENDER EVALUATION PROCEDURE

Receipt and recording tenders

When tenders are received, CTA must record them and provide an acknowledgement of receipt for hand-delivered tenders. The envelopes containing the tenders must remain sealed and be kept in a safe place until opened. Tenders must only be opened after the final date and time for dispatch or submission of tenders.

The outer envelopes of tenders must be numbered in order of receipt (irrespective of whether they are received before the deadline for the dispatch or submission of tenders).

Tender opening session

First part: preparatory phase

During the first meeting of the evaluation committee that is held before starting the actual evaluation, the chairperson presents the purpose of the tender and explains the procedures to be followed by the evaluation committee. The tender documents should have been circulated in advance to the members of the evaluation committee.

Second part: compliance with the administrative requirements

The committee must decide whether or not tenders comply with the formal requirements. The list of tenders received must appear in the tender opening session minutes.

The committee checks the compliance of tenders with the formal requirements featured in the tender documents. These are shown in the form of an administrative compliance grid, which, once completed, will be annexed to the tender opening session minutes. What this involves in particular is checking the requirements:

- The tender dispatch or submission date;
- The use of one or more languages authorised for submitting the tender;
- The groups or consortiums and sub-contracting;
- The nationality of the tenderer, including subcontractors: at this stage the evaluation committee must check if the nationalities of all the entities proposed in the technical offers are consistent with the rule of nationality;
- The rule of origin for supplies or materials;
- More generally, the availability of all the duly signed documents sought and other documents and information required by the tender documents.

Procedural irregularities or important shortcomings likely to affect the performance of the contract or which distort competition and, more generally, non-compliance with the administrative requirements shall result in the immediate rejection of the tenders concerned.

Subject to the agreement of the other committee members, however, the chairperson may write to the tenderers whose tenders require clarifications, offering them the possibility to respond within a reasonable time limit to be fixed by the evaluation committee.
Third part: Checking tenderers’ capacity

The financial, economic, technical and professional capacity is checked in light of the supporting documents requested in the tender documents (see Section 3.3.3).

The technical evaluation covers only those tenders:

- Meeting the formal administrative requirements;
- Meeting the eligibility criteria;
- Offering the financial, economic, technical and professional guarantees required.

N.B.: If no tender is valid administratively and meets the selection criteria, the call for tenders is declared unsuccessful and must be opened again.

Technical compliance of the tenders

The criteria to be applied are those published in the tender documents and, accordingly, the evaluation grid included in the tender documents must be used. Under no circumstances may the committee or the evaluators change the technical evaluation criteria communicated to the tenderers in the tender documents.

The results are recorded in a YES/NO grid for all elements specified in the tender documents. If the tender is divided into lots, the evaluation should be carried out lot-by-lot.

In the event of any doubts concerning the origin of products, additional information must be sought. The tenderer then must provide evidence concerning the origin by way of a certificate of origin or other official documents representing prima facie evidence.

Upon completion, the technical evaluation grid is annexed to the evaluation committee minutes.

At the end of the tender evaluation process, the evaluation committee expresses its opinion concerning the technical compliance of each tender and places the tenders in two categories: "technically compliant" or "non-technically compliant". In the case of contracts including after-sales services and/or training, the technical quality of these services is also evaluated during the technical analysis of the tenders.

N.B.: If no tender is technically compliant, the call for tenders is declared unsuccessful and could be restarted. If only one tender is technically compliant, the Authorising Officer may decide to switch to a negotiated procedure (see Section 4.6). The Authorising Officer’s decision should be in writing and copied to the Procurement Officer.

Evaluation of financial offers

Upon completion of the technical evaluation, the envelopes containing the financial offers of tenders that were not eliminated (i.e. those that reached the minimum technical threshold) are opened.

The committee first of all checks that the financial offers contain no clerical errors. Any clerical errors are corrected without penalty to the tenderer.

Tenders in excess of the maximum budget allocated to the contract are eliminated.
N.B.: Should the tender documents compel the tenderer to declare and/or restrict the volume and type of supplies subcontracted, compliance with these obligations is checked upon the opening of the envelopes containing the financial offers. Tenders failing to comply with these obligations are eliminated.

Should the call for tenders apply to several lots, the prices are compared for each lot. The financial evaluation must pinpoint the best financial offer for each lot, with due regard to any discounts made by the tenderers.

Example:

- Company A offers a 20% discount if lots 1 and 3 are awarded to the company,
- Company B offers a 10% discount if the three lots are awarded to the company,
- Company C does not offer any discount

Pre-discount ranking:

<table>
<thead>
<tr>
<th></th>
<th>Company A (price)</th>
<th>Company B (price)</th>
<th>Company C (price)</th>
<th>Score without discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOT 1</td>
<td>90</td>
<td>80</td>
<td>70</td>
<td>Company C</td>
</tr>
<tr>
<td>LOT 2</td>
<td>-</td>
<td>40</td>
<td>50</td>
<td>Company B</td>
</tr>
<tr>
<td>LOT 3</td>
<td>60</td>
<td>70</td>
<td>55</td>
<td>Company C</td>
</tr>
</tbody>
</table>

Post-discount ranking:

<table>
<thead>
<tr>
<th></th>
<th>Company A (price with 20% discount)</th>
<th>Company B (price with 10% discount)</th>
<th>Company C (no discount)</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOT 1</td>
<td>72</td>
<td>72</td>
<td>70</td>
</tr>
<tr>
<td>LOT 2</td>
<td>-</td>
<td>36</td>
<td>50</td>
</tr>
<tr>
<td>LOT 3</td>
<td>48</td>
<td>63</td>
<td>55</td>
</tr>
</tbody>
</table>

The 3 combinations possible are:

- Combination 1: 72 + 40 + 48 = 160
- Combination 2: 72 + 36 + 63 = 171
- Combination 3: 70 + 40 + 55 = 165

The conclusion is that the choice should fall on combination 1, awarding contracts for Lots 1 and 3 to company A and Lot 2 to company B for the initial price offered.
Abnormally low tenders

CTA can reject tenders that appear to be abnormally low in relation to the supplies to be provided. However rejection on that ground alone is not automatic. The concerned tenderer must be asked, in writing, to provide details of the constituent elements of its tender, notably those relating to compliance with employment protection legislation and working conditions in the location of the contract, such as the supply provision process, the technical solutions chosen or any exceptionally favourable condition available to the tenderer, the originality of the tender. In view of the evidence provided by the tenderer, CTA decides on whether the tender is to be considered irregular and has consequently to be rejected.

Both that decision and its justification must be recorded in the evaluation report.

Conclusions of the evaluation committee

The successful tenderer is the one submitting the least expensive tender ranked as "technically compliant" during the technical evaluation. The tenderer must be declared successful if the tender is equal to or less than the maximum budget available for the contract.

Unless the procedure is cancelled, the evaluation committee recommends, when its deliberations are completed, awarding the contract to the tenderer submitted a tender:

- which complies with the administrative requirements;
- which offers the required financial, economic, technical and professional guarantees;
- which meets the technical requirements specified in the tender document;
- which is the least expensive tender (satisfying all of the above conditions);
- whose total budget is within the maximum budget available for the project.

The entire procedure is covered by minutes (tender opening session minutes and evaluation minutes) to which are annexed the administrative compliance and technical and financial evaluation grids and the declarations of impartiality and confidentiality. Signed by the chairperson, the secretary and all the voting members of the evaluation committee, the minutes are presented to the relevant CTA service (e.g. the Programme Committee), which, after having satisfied itself that the procedure has been respected, recommends that the Authorising Officer should award the contract.

The entire evaluation procedure, including notifying the successful tenderer about the contract being awarded, must take place during the tender validity period. Against this background, it is important to bear in mind the risk that the successful tenderer may no longer be able to confirm the latter's tender (if the evaluation period lasts too long).

The tender procedure is strictly confidential. The evaluation committee's decisions are collective and independent and its deliberations must remain secret. Any observers are bound to secrecy.

N.B.: The evaluation report is intended primarily for internal use and any confidential information contained therein should not be communicated to the tenderers nor to any person or entity other than CTA's competent services.
4.3.9. **Preferences**

In the event tenders are recognised as being equivalent, preference goes to:

a) The tenderer from an ACP State;

or

b) if such a tenderer is not available, to the tenderer who:

- allows for the best possible use of the physical and human resources of the ACP States;
- offers the greatest sub-contracting possibilities for ACP companies, firms or natural persons; or
- is a consortium of natural and/or legal persons from ACP States and the European Union.

4.3.10. **Awarding the Contract**

**Notifying the successful tenderer**

Before the period of validity of tenders expires, and on the basis of the approved evaluation report, CTA notifies the successful tenderer in writing that the latter's tender has been accepted and draws attention to any clerical errors which were corrected during the evaluation process.

CTA may request the successful tenderer to submit the evidence required by the tender documents to confirm the information featured in the sworn statement within 15 days of the date of the notification. CTA must examine the evidence, statements or documents provided by the successful tenderer before sending the tenderer the contract for signing.

**Contract preparation and signature**

In preparing the contract for signature, CTA must proceed as follows:

- File all the documents to keep on archive (Section 2.10)
- Prepare contract documents using the following structure:
  - a file including all the documents requested for contract signature, in particular, a copy of the evaluation report and its annexes and one copy of the award decision signed by the Authorising Officer;
  - 2 copies of the proposed contract, drawn up on the basis of the standard supply contract template (general conditions, special conditions, technical specifications, technical offer, financial offer or budget).
- Date and sign all the copies of the contract and initial all the pages.
- Send 2 signed copies of the contract to the successful tenderer, who must send a countersigned copy within 30 days starting from the date on which it was received (and, in all cases, prior to the expiry of the tender validity period).

**N.B.:** In the event of a request for an advance payment in excess of €150,000, a pre-financing guarantee could be required to secure the pre-financing operation. This guarantee shall be released as and when the pre-financing is deducted from interim payments or payments of balances to the contractor in accordance with the terms of the contract.

**N.B.:** Public entities and international organisations are not required to provide a financial guarantee.
**Publication contract award**

Once the contract is signed, CTA must prepare a contract award notice and publish the outcome of the call for tenders on CTA Internet site and, if necessary, in any other suitable media. This is done within 30 days of signature of the supply contract between CTA and the contractor.

CTA also has a maximum period of 15 working days to inform the other tenderers in writing that their tenders were unsuccessful.
4.4. COMPETITIVE NEGOTIATED PROCEDURE

IMPLEMENTATION SCHEDULE
Supply contracts < € 300 000

Procedure for a period of roughly 8 months
NO PUBLICATION – AT LEAST 3 SUPPLIERS

- 30 days deadline for submitting tenders
- 21 days to ask questions
- 11 days for CTA answers
- Tender validity period of 90 (+40) + 60 days for the successful tenderer
- Provision of exclusion documents within 15 days
- Evaluation
- Award = highest technically compliant and least expensive offer
- Contract signature
- Countersigning within 30 days

The competitive negotiated procedure is similar to the open procedure except:

- The contract is not published;
- CTA invites the entities it chooses to submit a tender;
- The number of suppliers receiving a letter of invitation to tender and tender documents must be at least three.

In accordance with the modalities defined in the invitation to tender, tenders must be received or dispatched by registered letter or by courier to CTA no later than the date and time indicated (the postmark or receipt provided by the courier service taken as proof). Tenders may also be delivered by hand (the receipt issued by CTA taken as proof). The minimum period between the date when CTA invites bids and the deadline set for submitting tenders is 30 days and may be increased if necessary, owing to the scale and complexity of the contract.

An evaluation committee with the requisite administrative and technical capacities evaluates the tenders according to the same procedure as that described for open procedures for supply contracts.

If following consultation of the tenderers CTA receives only one offer that is administratively and technically valid, the contract may be awarded provided that the award criteria are met.

The contract is awarded to the tenderer who:

- Submits a tender meeting the formal administrative requirements;
- Meets the eligibility criteria, i.e. complies with the rules of nationality and origin and is not in a situation of exclusion;
- Meets the economic, financial, technical and professional capacity criteria defined in the tender documents;
- Meets the technical requirements specified in the tender document;
- Is the least expensive and within the limits of the available budget.

As in the other procedures, the call for tenders must be cancelled and eventually restarted if:
- No technically compliant tenders have been received;
- All technically compliant tenders exceed the financial resources available.

4.5. SINGLE TENDER

Supply contracts with a value of less than or equal to €20 000 may be awarded on the basis of a single tender.

For supplies with a value of less than €2 500, CTA may pay on the basis of an invoice without prior acceptance of a tender.

4.6. NEGOTIATED PROCEDURE

CTA may exceptionally use a negotiated procedure on the basis of one or several tenders. This will require the Authorising Officer’s prior approval which should be in writing and copied to the Procurement Officer.

This option is allowed without any value restriction in the following cases:

A. When the extreme urgency resulting from unforeseen events is incompatible with the time limits required by the open procedure or the competitive negotiated procedure.

B. Where the supplies can only be provided by a single supplier because: (i) the aim of the procurement is the creation or acquisition of a unique work of art or artistic performance; (ii) competition is absent for technical reasons; (iii) the protection of exclusive rights including intellectual property rights must be ensured (e.g., where performance of the contract is exclusively reserved for the holders of patents or licences to use patents). The exceptions in points (ii) and (iii) shall only apply when no reasonable alternative or substitute exists and the absence of competition is not the result of an artificial narrowing down of the parameters when defining the procurement.

C. For additional deliveries by the original supplier intended either as a partial replacement of normal supplies or installations or as the extension of existing supplies or installations, where a change of supplier would oblige CTA to acquire equipment having different technical characteristics which would result in either incompatibility or disproportionate technical difficulties in operation and maintenance.

D. Where the tender procedure has been unsuccessful, i.e. where no qualitatively and/or financially worthwhile tender has been received. CTA may, after cancelling the procedure negotiate with one or more suppliers of its choice, from among those that took part in the tender procedure, if they comply with the selection criteria, provided that the initial terms of the contract are not substantially altered and the principle of equal treatment is observed.

E. For contracts in respect of purchases on particularly advantageous terms, either from a supplier which is definitively winding up its business activities, or from the receivers or liquidators of a bankruptcy, an arrangement with creditors, or a similar procedure under national law.
F. Where a new contract has to be concluded after early termination of an existing contract.

CTA must prepare an internal memorandum describing how the negotiations have been conducted and justifying the decision-making principles (based on the points above) for awarding the contract in the light of these negotiations. This memorandum must be included in the contract dossier.
5. GRANTS

In support of its annual programme of activities, CTA may offer grants for actions, which may be thematic or geographical or both. In this case, following publication of a call for proposals with the applicable guidelines, the “applicants” submit their grant proposals to CTA. These proposals are then evaluated, and if successful CTA awards grants to “beneficiaries” who are co-financing the proposed actions. A “grant contract” is signed with each beneficiary, including at least a description of the action, an implementation schedule and the budget.

Grant contracts must normally be co-financed by the beneficiaries, the amount and / or percentage of which depends on the specificities of the grant. The eligible amount for CTA funding, as specified in the grant contract, cannot be exceeded (e.g. by budget overruns).

5.1. DEFINITION AND SCOPE

A grant is a direct financial contribution, by way of donation, seeking to finance an action intended to help achieve an objective forming part of CTA’s strategic objectives. Thus, grants are executed in support of CTA’s annual programme of activities and budget.

The organisation signing a grant contract is known as the grant “beneficiary” and should not be confused with the final beneficiaries of the action undertaken by the grant beneficiary.26

26 “Final beneficiaries” of a grant are understood to mean in this case groups of individuals, professional associations or communities directly or indirectly affected by the grant in the course of its execution.
A grant contract can be distinguished from a service or supply contract as follows:

- A grant is made for an action which is proposed to CTA by a potential beneficiary (an “applicant”) and falls within the normal framework of the beneficiary's activities. Although all grants must fit in the CTA programme of activities, in the grant modality CTA intentionally leaves it to the beneficiary to design the action and the technical solutions to the problems found. This is in contrast to a service or supply contract, in which CTA draws up the terms of reference or technical specifications of the services or goods to be delivered by an external contractor.

- A grant beneficiary is responsible for implementing the action. The beneficiary usually retains intellectual and physical ownership of the results. By contrast, under a service or supply contract, it is CTA which usually owns the results of the project, including the right to exploit and sell these, and CTA closely supervises its implementation.

- Generally, beneficiaries of grant contracts have a strong interest in the action and its results as it supplements and reinforces their own programmes and strategies.

- The grant action must be co-funded by the beneficiary. This is in contrast to service and supply contracts as the supplier of services or goods does not make a financial contribution to the project.

- A grant can only be made for an action which immediate objective is non-commercial, i.e. the grant may not give rise to profits for the beneficiary. Grant beneficiaries are generally non-profit-making organisations or institutions. Providers of services and supplies, by contrast, generally are for-profit organisations and they aim to make a margin on the services and supplies rendered.

N.B.: The fact that a grant applicant has a non-profit status is not sufficient to qualify it for a grant contract. The grant action itself must be of a non-commercial nature, meaning that the grant beneficiary will not derive a profit from the execution of the grant contract (see section 5.2.6 below).

- The grant is expressed by way of a percentage and a maximum amount of the total eligible costs of the action actually incurred by the beneficiary, which includes the beneficiary's own contribution. Conversely, the contract amount in a service or supply contract represents a price fixed on a competitive basis – independent from the real cost incurred by the contractor.

An action eligible to receive grant funding must be clearly defined. A grant action may not be split in sub-actions for the purpose of evading compliance with the rules laid down herein. For example, it is not permissible to divide an action into several parts so as to qualify for a low-value grant (see Section 5.6).

5.2. RULES APPLICABLE TO ALL GRANT CONTRACTS

The award of grants is beholden to the principles of transparency, equal treatment, non-cumulation, non-retroactivity, co-funding and sound financial management.

5.2.1. TRANSPARENCY

The availability of grants must be publicised widely and in an easily accessible way. This is done through a publication on the CTA website and other appropriate websites or media notably in ACP countries, inviting potential grant beneficiaries to download the grant guidelines from the CTA website.

Furthermore, for reasons of transparency, CTA publishes, preferably at the beginning of each year, a summary of its annual programme of activities indicating for which themes it expects to launch calls for proposals. This announcement does not commit CTA to actually launch the call; it is just pre-information.
Each year, CTA publishes on its website and, if necessary, through other appropriate public channels the list of beneficiaries who received a financial grant from CTA, with the titles of the actions and the grant amounts received.

5.2.2. **EQUAL TREATMENT**

The grant award process must be completely impartial. This means notably that the proposals must be selected by a technically qualified evaluation committee established for this purpose, with the advice of (external) experts where appropriate, using the published eligibility and evaluation (selection and award) criteria. The minutes of the evaluation committee are presented to the relevant CTA service (e.g. the Programme Committee), which, after having satisfied itself that the procedure has been respected, recommends that the Authorising Officer may award the contract. Both committees take care to ensure that the grant approval process has included a review of the actions’ relevance in light of CTA’s strategic objectives, quality and cost-effectiveness (see chapter 5.5 below).

5.2.3. **NON-CUMULATION**

A grant applicant may not apply for more than one CTA grant (i.e. from different calls for proposals) for the same action, this way aiming to avoid making available its own contribution (co-financing). Likewise, the applicant may not seek a CTA cost-sharing contract (see chapter 6) to supplement the grant for the same Action. However, the grant applicant is free to search for other financial sources (non-CTA) to co-finance the grant Action.

5.2.4. **NON-RETROACTIVITY**

A grant may as a rule cover only costs incurred after the date on which the grant contract has been signed by both CTA and the beneficiary.

No grant may be awarded retroactively for actions already completed.

5.2.5. **CO-FINANCING**

The general principle in grant contracts is that the beneficiary makes a contribution toward the costs of the action. This contribution is in cash or exceptionally in kind.

The form in which co-financing is made available is specified in the grant guidelines. CTA may accept co-financing in the following forms:

1. A cash contribution toward the cost of the action.
2. An indirect cash contribution, mainly through staff and means that are paid by the beneficiary. This contribution can be evaluated and verified by an auditor in the accounts of the beneficiary (e.g. salary paid to staff)
3. A contribution “in kind”, for example by making available office space, means of transport, or other means that can be verified and certified by an auditor (e.g. through allocation of the cost of the part of the office used by the action, logbook in a vehicle, etc).

**N.B.:** An “in kind” contribution that cannot be entered into books of accounts and / or cannot be satisfactorily verified by an external auditor cannot be shown in the financial report to CTA. For this reason, such contribution cannot be included in the budget and cannot be considered an own contribution (co-financing). CTA may still agree with the beneficiary that such in kind contribution is accepted, but this will remain outside of the budget and financial report.

The co-financing minima are defined in the grant guidelines. The CTA grant is expressed as a percentage and a maximum amount of the total eligible action costs actually incurred by the beneficiary. Therefore, the final grant and the co-financing can only be established after the action has been completed and the report of expenditures presented.
In cases where the grant is co-financed with third parties (e.g. other development agencies) the budget and financial report will reflect this. In line with the agreements on donor coordination and harmonisation, it is good practice to agree among the co-funding agencies who will be the “lead-agency”. The lead-agency will then take it upon itself to receive and review the financial report including evidence of expenditure. In case where CTA is not the lead-agency, copies of supporting documents related to CTA’s contribution are required for the Centre’s files.

5.2.6. **NON-PROFIT**

Grants may not have the purpose or effect of producing a profit for the beneficiary. Profit is defined as a surplus of receipts over the action costs incurred by the beneficiary when the request for final payment is made (CTA grant and other incomes compared to the total expenditures of the action). Thus, the total of the grant and the co-financing should be limited to the amount required to balance income and expenditures of the grant action, as shown by the final financial report and request for payment of the balance due. If the final cost of the action is less than the agreed budget, CTA’s contribution will be adjusted to the actual costs incurred.

In exceptional cases, the action financed could give rise to profits after closure, for example due to the commercialisation of the action’s results. CTA should stipulate in the contract that such benefits are shared with CTA or fully devolved to the beneficiary.

5.2.7. **ELIGIBILITY**

The eligibility of grant beneficiaries is defined in the guidelines of the call for proposals and may not contradict the eligibility criteria in section 2.2 of this manual. The grant guidelines also define the eligibility of the type of actions to be financed, the type of expenditures covered as well as the possibility to include a provision to cover unforeseen expenditure for which prior approval of CTA will be required. before using.

The maximum CTA grant amount is announced in the guidelines.

5.2.8. **EXECUTION**

The grant beneficiary assumes full responsibility for the coordination and execution of all activities in the action. The beneficiary will ensure the achievement of results and indicators specified in the action proposal which becomes an appendix to the grant contract.

If the implementation of a grant contract requires the beneficiary to sign service or supplies contracts with a value exceeding € 10 000, the beneficiary must use a competitive market consultation asking at least three price quotations of reputable service providers or suppliers. CTA must approve the selection of the service provider / supplier before the beneficiary signs the contract with the service provider / supplier.

The grant beneficiary is responsible for monitoring the action. Monitoring implies the operational follow-up of activities, and financial and contractual monitoring. CTA may request a copy of the monitoring report(s). At the end of the grant contract, the beneficiary must submit a final monitoring report and a final financial report as specified in the contract (see section 5.7 below). These documents are approved by CTA, who then initiates the payment of the balance of the contract. CTA may then decide if a more in-depth evaluation or impact assessment of the action will be carried out. In case of a multi-annual action, interim monitoring and financial reports are required from the beneficiary, which shall correspond to the payment cycle.

5.3. **FORMS OF GRANTS**

The grant is expressed as a maximum amount and a percentage of the eligible costs. Therefore CTA’s contribution usually covers only a certain percentage of the costs, according to the rules set out in the call for proposals, which also establishes the maximum and minimum amounts of the contribution.
CTA’s contribution is a reimbursement of eligible costs established on the basis of:

- Actual costs incurred by the grant beneficiary;
- One or more simplified cost options.

These forms of reimbursement can be combined together to cover different categories of eligible costs, provided the limits and conditions stated in the call for proposals are complied with.

Simplified cost options may take the form of unit costs, lump sums and/or flat-rates. They are fixed during the contracting phase and are meant to simplify the management of the grant.

At the proposal stage, applicants may propose this form of reimbursement for some costs and CTA will decide whether to accept them. Simplified cost options can apply to one or more of the direct cost budget headings or to specific cost items within these headings.

As a general rule, the total amount of financing on the basis of simplified cost options that can be authorised by the CTA cannot exceed € 60 000 per grant contract.

For each of the corresponding budget item or heading the applicants must:

- Describe the information and methods used to establish the amounts of unit costs, lump sums and/or flat-rates, to which costs they refer, etc.;
- Clearly explain the formulas for calculation of the final eligible amount;
- Identify the beneficiary who will use the simplified cost option in order to verify the maximum amount per beneficiary.

The amounts have to be based on estimates using objective data, such as statistical data or other objective means, or with reference to certified or auditable historical data of the applicants. The methods used to determine the amounts of unit costs, lump sums or flat-rates shall ensure that:

- They correspond to the actual costs incurred by the beneficiary;
- They are in line with its accounting practices;
- No profit is made;
- No costs are covered that are already covered by other funding sources (no double funding).

The beneficiary must keep supporting documents establishing that the grant has been effectively implemented. If a verification / audit reveals that the formulas used by the beneficiary to determine unit costs, lump sums or flat-rates are not compliant with the conditions established or the generating events have not occurred and therefore an undue payment has been made to the beneficiary, CTA may recover up to the amount of the simplified cost options.

5.4. LOW VALUE GRANTS

Low value grants are those grants which are lower than or equal to € 60 000\(^2\). In this case, the specific simplifications may be applied such as the following:

- No supporting documents are requested;
- Financial guarantees are waived;
- The non-profit rule does not apply;

\(^2\) A low value grant shall be expressed as a maximum amount and, whenever possible, a percentage of the eligible costs.
- Accounting records and supporting documents must be kept by the beneficiary for 3 years after the payment of the balance.

5.5. **AWARD OF GRANT CONTRACTS**

In principle, CTA calls for proposals are open and all eligible applicants may submit a grant application form (model D2). To ensure that participation is as wide as possible and to ensure appropriate transparency, guidelines for applicants are published for each call for proposals on the CTA website. An advertisement drawing attention to these guidelines can also be placed on other relevant internet sites and/or in other appropriate media (press, local publications, etc.) published notably in ACP countries. The guidelines should be available in French and/or English depending on the case.

5.5.1. **PROCESS FLOW AND TIME-LIMITS**

5.5.1.1. Process flow

In all calls for proposals, the process flow is as follows:

1. In line with its annual programme of activities, CTA identifies the opportunities for launching a call for grant proposals.\(^{28}\)
2. The guidelines for the call for proposals are prepared by the CTA Programme staff in coordination with the Procurement Officer (see Form D2). The guidelines should be very clear regarding the eligibility of applicants and the type of actions, activities and costs that may be supported through the grant.\(^ {29}\) The Programme Manager confirms that the guidelines and related documents correspond to the programmatic priorities of CTA and do not contain clauses that unfairly exclude certain categories of grant applicants.\(^{30}\)
3. CTA launches the call for proposals after having verified that all elements are in place. This is done by publishing the guidelines and related documents on the CTA website and by placing advertisements in the relevant press in ACP countries announcing that the call is open and guidelines have been posted on the CTA website.
4. If foreseen, an information meeting for interested applicants is organised, possibly through online media. Any requests for clarification are received and answered by the Programme staff in coordination with the Procurement Officer.
5. Applicants submit their grant request, addressed to CTA Procurement Officer, as indicated in the grant guidelines (form D2, sections A, B and C). Normal practice is to ask applicants to submit an electronic proposal by email or submit a paper version through mail, courier or hand delivered. Upon receiving an electronic proposal CTA should, within 5 working days, return an email confirmation. The proposals are stored in a separate electronic folder. The paper copies are received by CTA’s receptionist and stored as appropriate.
6. The evaluation committee opens the proposals and verifies whether these fulfil the instructions and whether these are administratively in order. This is done preferably within 5 working days after the final date and time of submission. Proposals received after the final submission date are recorded but not opened.

---

\(^{28}\) CTA develops its annual programme of activities and budget which is approved by the Executive Board. This annual programme is in line with the strategic plan and logical framework.

\(^{29}\) Often, the specificity of the call dictates the types of applicants. Examples are agricultural research institutes when the objective is research-related, farmer organisations when the objective is to enhance collaboration, regional organisations when multi-country activities are foreseen, etc.

\(^{30}\) E.g. limit to universities only, while other research institutes should also be able to participate.
7. The administratively compliant proposals are copied and handed to the evaluation committee members. The committee evaluates the proposals based on the evaluation grid included in the grant guidelines (Form D2). A final score is given to each proposal. Depending on the budget available, the proposals with the highest scores and meeting the minimum requirements are accepted by the evaluation committee.

8. The evaluation report (form D3) is sent to the Programme Committee. The Programme Committee, after having satisfied itself that the procedure has been respected, recommends the list of grant awardees to the Authorising Officer for approval.

9. After the Authorising Officer’s approval, the contracting procedure is the same for service, supply, grant and cost-sharing contracts.

10. Applicants whose proposal could not be accepted are informed accordingly (by e-mail / or letter). The list of names of the successful applicants with the titles of their actions and budget is published annually on the CTA website.

11. All successful and unsuccessful proposals are kept for a period of seven years (see Section 2.10).

5.5.1.2. Electronic and paper proposal

Grant proposals shall be submitted electronically to the dedicated e-mail address specified in the call for proposals. This email address is only accessible by the Procurement Officer and the authorized Programme staff. In addition, beneficiaries might be asked to send one or several copies by mail. The electronic copy must be received by the final submission date and time indicated in the grant guidelines. The paper copy must be dispatched by the final submission date and time indicated in the grant guidelines, as shown by the post stamp.

Electronic proposals are received through an e-mail stating: “Call for Proposals xxxx, NOT TO BE OPENED BEFORE DATE xx/xx/20xx AND TIME xx:xx” with all required documents in PDF attachments.

Paper copies are sent to CTA’s headquarters in an outer envelope marked “Call for Proposals xxxx, NOT TO BE OPENED BEFORE DATE xx/xx/20xx AND TIME xx:xx” with all required documents inside.

5.5.1.3. Timetable

Applicants should be given sufficient time to prepare strong proposals, and CTA should be given the opportunity to evaluate such proposals and ensure equal treatment. The minimum time given to applicants to prepare their proposals is 60 calendar days.

Upon receiving the guidelines, applicants should be able to request clarifications. Thus they may submit questions in writing to CTA up to 21 days before the deadline for the submission of proposals. The replies to all such questions shall be provided at least 11 days before the deadline for submission of proposals. Questions and answers shall be posted on the CTA website.

In addition, CTA may decide to hold one or more information sessions with potential applicants to explain the grant objectives and provide clarifications as required. Although the cost of participation is not reimbursed by CTA, participation in this meeting could be compulsory. The information meeting should take place no later than 21 calendar days before the final submission date.

The evaluation committee usually needs up to 45 calendar days, depending on the budget available and number of proposals received, to prepare an evaluation report, which shall be submitted to the Authorising Officer for approval.

After approval by the Authorising Officer, the grants are awarded and the successful applicant(s) are informed accordingly. CTA usually needs 30 calendar days for contract preparation. The contract must be countersigned and one original returned by the beneficiary within 30 calendar days. The action would usually start immediately thereafter, unless otherwise indicated in the contract.
5.5.2. EVALUATION COMMITTEE

The evaluation committee is established according to the procedures of section 2.8 above. The members of the evaluation committee, which is ad hoc, are designated by the Programme Manager. Evaluation committee members are selected within the CTA staff on the basis of their technical competence. Exceptionally, for actions of great technical complexity or when the number of applications is large, the evaluation committee might also include external evaluators.

The evaluation committee performs all aspects of evaluation, namely the administrative, technical and financial evaluation. Any member of the evaluation committee who, after opening of the grant proposals, feels (s)he has a potential conflict of interest with any applicant must declare it and withdraw from the committee. (see section 2.8 above).

During the grant evaluation procedure, the members of the evaluation committee shall not communicate with applicants. All communications, such as requests for clarification or supplementary information shall go through the Procurement Officer.

5.5.3. CONTENTS OF THE CALL FOR PROPOSALS

All documents in the call for proposals are posted on the CTA website. These should include the following:

1. Guidelines with instructions to applicants;
2. Application form;
3. Budget template;

5.5.4. CONTENTS OF THE PROPOSAL

Applicants who prepare a grant request must submit the following elements:

i. The application form confirming that the applicant (including any partners):
   a. has received the grant guidelines, and accepts all its instructions and conditions
   b. is not in a situation that might impair the execution of the contract.
   If in doubt, CTA may decide to ask documentary evidence for point i.b.

ii. Document(s) proving the nationality of the applicant (individual or firm):
   a. for legal persons, document of legal establishment
   b. for individuals, passport

iii. For grant contracts ≥ € 60 000:
   a. for legal persons, audited or certified financial statements of the previous year, if available

iv. The technical proposal, consisting of:
   a. the completed application form
   b. the description of the Action

v. The proposed budget, strictly according to the budget template.
5.5.5. Evaluation process

5.5.5.1. Administrative verification

The first step in the evaluation process is a verification of the administrative compliance of proposals. This is done as soon as possible (but in any case within 5 working days) upon expiration of the final date and time of submission of proposals. Proposals that are received afterwards are recorded, but not opened. The opening of proposals and verification of administrative compliance is done with the help of a checklist, provided in Form D3. Proposals are opened “in camera”, not in public.

The evaluation committee opens the electronic or paper proposals. The administrative verification aims to check that the formal submission requirements have been met, proposals are complete and in good order, and that applicants are eligible. Those that are not, are eliminated.\(^31\)

5.5.5.2. Technical and financial evaluation

Well before the date foreseen for the technical evaluation, the members of the evaluation committee are given the opportunity to study the guidelines, the evaluation grid and request clarifications from the chairperson and programme coordinator. Upon receipt of the proposals, the evaluation committee analyses them. Preferably, the committee members meet in person to discuss their appreciation of the proposals received, and reach a consensus on their qualities.

The evaluation committee through the Procurement Officer may request the applicant (in writing) to provide additional information enabling it to better assess the proposal. However, such questions must only clarify the existing proposal and may not have as an effect to rectify major flaws in the original grant application. When the applicant does not provide such information within the required period (preferably three working days), the proposal must be eliminated. When an applicant is found to have provided false information, the proposal is rejected and this incident is noted by the Procurement Officer to be considered for future cases involving this applicant.

The evaluation committee also analyses the administrative and financial capacity of the applicant in view of its responsibilities under the grant contract. In this context, the committee may request applicants to present financial / tax statements or similar information for analysis. Should the committee have reasons to believe that the continuity of the applicant may be in jeopardy, or that their administrative and financial capacities are insufficient, it may recommend eliminating the proposal.

By the end of the discussions, all members fill an evaluation grid (Form D2 and D3) and determine for each proposal its evaluation score.\(^32\) This includes an evaluation of the cost-effectiveness of the proposal, hence its budget compared to the expected results. The final score is the arithmetical average of the scores given by the members of the evaluation committee reviewing each proposal.

---

\(^31\) Substantially incomplete dossiers will be disqualified from the evaluation process. However, if some information is missing, the applicant may be invited to submit a clarification within the deadline fixed by the evaluation committee. In the latter case, the evaluation committee may use its discretion to decide whether or not it should still be considered during the rest of the evaluation process, while ensuring the equal treatment of proposals. Whatever the evaluation committee decides, this must be fully recorded and justified in the evaluation report.

\(^32\) Although the evaluation grid is a standard template, sub-criteria and scores can be adjusted to the needs of the procedure. The main evaluation headings are 1) Financial and operational capacity of the applicant, 2) Relevance in light of CTA programmatic priorities, 3) Methodology (coherence, efficiency, effectiveness, expected impact and sustainability), and 4) Budget and cost-effectiveness of the proposal.
5.5.6. **PROPOSAL AWARD**

The award criteria should enable CTA to select proposals which it can be confident will comply with its objectives and priorities and guarantee the visibility of its financing. The evaluation committee ranks the proposals according to the evaluation scores given. In principle, the grants are awarded from the highest score down until the available budget is exhausted, except for the following:

- The committee may decide to eliminate proposals below a certain threshold score, as specified in the call for proposals (i.e. 70%), even if this leads to the budget not being fully used;
- In the event that two proposals have the same purpose duplicating each other, the one with the lower score can be eliminated;
- The committee may establish sub-lists by region or sector, avoiding that grant awards are unduly concentrated;
- The committee may also find that one particular applicant has submitted more proposals than it could reasonably manage within its technical and financial capacity.

CTA may decide to inform unsuccessful applicants early on as their elimination has been definitive, i.e. for administrative non-compliance or because they did not reach the technical threshold score. Applicants passing the threshold score but eliminated for lack of budget or for any of the reasons indicated in section 5.5.6 may be put on a “reserve list” and informed accordingly. Their grant may be awarded if others fail to sign the contract or if additional funds become available. The reserve list remains valid for a period of one year.

5.5.6.1. **Documentary proof**

CTA reserves the right to ask applicants to provide documents to substantiate the proposal, notably the following:

- Documents relating to the legal status of the applicant;
- Additional technical information;
- References of similar activities executed;
- Financial statements, tax statements and other documents to show the financial capacity of the applicant.

5.5.6.2. **Report and decision**

The evaluation committee submits a brief report with the evaluation grids and its award proposal to the Programme Committee. The Programme Committee, after having checked that the procedure has been respected, recommends the list of grant awardees to the Authorising Officer for approval.

The Authorising Officer’s award decision comprises the list of awardees and the overall amount involved in the decision as well as the approved evaluation report and, where appropriate, the reasons why, for a given proposal, the Authorising Officer decides to depart from the committee recommendations featured in this report.

The entire procedure is strictly confidential, from the drafting of the call for proposals to the selection of applications. The evaluation committee’s decisions are collective and independent and its deliberations must remain secret. The evaluation committee members are bound to secrecy.

---

33 Cf. Section 5.5.9.
5.5.7. CANCELLATION

CTA may halt and cancel the call for proposals if:

1. The call for proposals has been unsuccessful, i.e. no worthwhile proposal has been received or there were no replies;
2. There have been irregularities in the procedure, in particular where these have prevented equal treatment;
3. Exceptional circumstances or force majeure render the normal implementation of the planned actions impossible;
4. The economic or technical data of the programme have been fundamentally altered.

After cancellation, all applicants must be notified of the cancellation by CTA but will not be entitled to compensation. CTA may then decide to launch a new (possibly changed) call for proposals, abandon the action or proceed without grants.

5.5.8. CONTRACT PREPARATION AND SIGNATURE

The budget proposed for the action by the successful applicants at the call for proposals stage must be corrected to remove any obvious arithmetical errors or ineligible costs prior to signing the contract. The description of the action is corrected accordingly if needed.

CTA may decide that other clarifications or minor corrections may be made to the description of the action or to the budget in so far as they do not call into question the grant award decision, do not conflict with equal treatment of applicants, and:

- relate to matters clearly identified by the evaluation committee; or
- aim at taking into consideration changes which have occurred since the date of receipt of the proposal.

These amendments cannot lead to an increase in either the amount of the grant or the percentage of the co-financing fixed by the evaluation committee for CTA’s contribution. In this respect, records of the contacts with the applicants must be kept on the file.

The Programme staff compiles a file comprising all the documents to keep on archive (Section 2.10) and prepares a contract file consisting at least of:

- a file including all the documents requested for contract signature, in particular, a copy of the evaluation report and its annexes and one copy of the award decision signed by the Authorising Officer;
- the completed contracts with all annexes, in two copies.

This file is sent to the Authorising Officer for approval and signature.

The signed contracts are sent to the successful applicants, who have 30 calendar days to return one signed original to CTA. If the applicant fails to sign the contract, a grant contract will be proposed to the next eligible applicant. The contract takes effect upon signature by both parties unless otherwise specified therein.

The unsuccessful applicants shall be notified by letter or e-mail within 15 working days of the decision on awarding grants explaining that their application has not been successful with a summary of the evaluation scores given. However, unsuccessful applicants may also be informed earlier once their elimination have been definitive (e.g. for administrative non-compliance).
5.5.9. **USE OF RESERVE LISTS**

Once the above mentioned procedure has been followed, and all possible contracts have been signed with successful applicants on the final list, it may be the case that some funds remain available under the budget of the call for proposals. It may even be the case that additional funds become available while the reserve list is still valid.

In these cases, the procedure for signing additional contracts from the reserve list will be:

- If the funds still available are sufficient to finance the requested CTA contribution from the first runner-up on the reserve list, the provisions above regarding the notification and contract preparation/signature are followed (cf. 5.5.8). The same procedure is applied and repeated with the subsequent applicants on the reserve list as appropriate.

5.5.10. **COMPLAINTS PROCEDURES**

Applicants may ask for more detailed reasons why their application was rejected. A summary of the evaluation process may be made available to applicants at their request. However, the confidential information contained in the evaluation report shall not be released.

Those who believe that they have been harmed in their interests and fair competition has not been respected due to an error or irregularity may write CTA with a request to investigate their complaint. This request must be received within 30 days from the day the applicant in question was notified of the outcome.

5.6. **GRANTS AWARDED WITHOUT CALLS FOR PROPOSALS (“DIRECT AWARD”)**

In all cases, CTA must fully justify its decision to award a grant without call for proposals. This entails obtaining the Authorising Officer’s prior approval through the Procurement Officer.

Only in the following circumstances is it not necessary to organise a Call for Proposals before awarding grants:

A. In duly substantiated exceptional cases of urgency, i.e. where unforeseeable events oblige CTA to act with an urgency incompatible with the periods laid down in the Call for Proposals.

B. Where the grant is awarded to a body with a *de jure* or *de facto* monopoly duly substantiated in CTA’s award decision:

For these purposes, "*de facto*" or "*de jure*" monopoly means that the beneficiary, which may be a consortium:

- has exclusive competence in the field of activity and/or geographical area to which the grant relates pursuant to any applicable law\(^{34}\); or

---

\(^{34}\) The case of co-sponsored events whereby the organiser contractually obliges to use a particular entity.
is the only organisation (i) operating or (ii) capable of operating in the field of activity and/or geographical area to which the grant relates by virtue of all considerations of fact and law.35

C. For actions with specific characteristics that require a particular type of body on account of its technical competence, its high degree of specialisation or its administrative power.

5.7. EXECUTION OF THE GRANT CONTRACT

5.7.1. OPERATIONAL EXECUTION OF THE CONTRACT

The beneficiary is expected to execute the grant contract in accordance with the highest professional standards. The expenditures incurred can only be accepted by CTA when they correspond to the contract and CTA rules on eligible expenditures that are attached to the contract (Form D5).

5.7.2. MONITORING OF THE ACTION

To facilitate monitoring by CTA, the beneficiary must prepare the following reports as specified in the contract:

- One or several intermediate monitoring reports (optional) along with intermediate financial reports;
- A final monitoring report along with a final financial report.

The instructions for preparing monitoring and financial reports are provided in the contract.

5.7.3. CLOSURE OF THE ACTION

At the end of the action, the beneficiary must submit a final monitoring report and a final financial report as specified in the contract and, if required, an assessment of the efficiency, effectiveness and expected impact of the CTA assistance. These documents are approved by CTA, which then initiates the payment of the balance of the contract.

5.7.4. EX-POST EVALUATION OF THE ACTION

CTA may commission an independent evaluation as part of its five-year review process.

35 For example, where CTA’s assistance is imperatively channeled through a certain regional (transnational) organisation.
6. COST-SHARING CONTRACTS BY DEROGATION

CTA, on a case-by-case basis and by derogation, may enter into “cost-sharing” contracts, also called “partnership” contracts. It always concerns activities that are in support of CTA’s annual programme of activities, for projects which may be thematic, geographical or both. The institution / organisation signing a cost-sharing contract and taking responsibility for its implementation is referred to as the “Partner”.

The cost-sharing contract is strictly a derogation contract form and may only be used when a standard grant or service contract cannot be used.

At the beginning of each year, CTA announces partnership opportunities, which are derived from its annual programme of activities, on its website. Potential partners may indicate their interest, and submit projects to CTA. The partner takes the lead in implementing the project in line with the agreed execution modalities, including commitment and payment of expenditures foreseen in the budget, and prepares the technical and financial reports to justify the use of CTA funding.

As the cost-sharing contract requires a derogation, it can only be used after specific prior approval by the Authorising Officer, confirming that the alternative form of a grant or service contract is not possible in view of CTA’s strategy. CTA’s Programmes / Unit submit a request to the Authorising Officer to use this procedure through the Programme Committee, using the template provided (cf. Annex E.6).

6.1. DEFINITION AND SCOPE

Cost-sharing contracts can only be awarded in the following circumstances:

A. Where the project seeks to strengthen the capacity of an ACP organisation or network that otherwise would not be in a position to win a competitive bid due to its weak or inadequate institutional capacity.

B. Where the project seeks to strengthen the capacity of an organisation or network in the ACP to undertake innovative projects with a high potential for learning and up-scaling at national or regional levels.

C. When there are only a limited number of regional organisations working in CTA’s field of intervention with the requisite ability to participate in competitive bids.

The essential characteristic of a cost-sharing contract is that CTA and the partner do not just share the costs, but the benefits as well. In particular, the partner shares the intellectual and physical ownership of the results of the project with CTA.

6.2. RULES APPLICABLE TO COST-SHARING CONTRACTS

As in grants, the award of cost-sharing contracts must respect the principles of transparency, equal treatment, non-cumulation, non-retroactivity, co-funding and sound financial management.

6.2.1. TRANSPARENCY

CTA publishes on its website the contents of its annual programme of activities, indicating that potential partners may apply for co-financing of their projects in certain domains. Thus, CTA publishes the contents of its main programmes and sub-programmes, indicating in which circumstances a cost-sharing contract can be awarded. Information on the selection criteria is also published. The information should
be sufficiently clear and complete to allow potential partners to evaluate the extent to which their profiles and interventions correspond to the programme’s requirements. CTA may also take the initiative and reach out to potential partners inviting them to prepare a project proposal.

Each year, in its annual report available on the CTA website, all partners who received a financial contribution from CTA are listed, with the titles of their projects and the cost-sharing amounts received.

**6.2.2. EQUAL TREATMENT**

The cost-sharing contract award process must be completely impartial. This means notably that cost-sharing projects must be selected by a technically qualified evaluation committee established for this purpose, with the advice of (external) experts where appropriate, using eligibility and evaluation (selection and award) criteria. The report of the evaluation committee together with a derogation request form are presented to the Programme Committee, which, after having satisfied itself that the procedure has been respected, recommends that the Authorising Officer approves the derogation. Both committees ensure that the approval process has included a review of the projects relevance in light of CTA’s strategic objectives, quality and cost-effectiveness (see section 6.3 below).

**6.2.3. NON-CUMULATION**

Same rules as in grant contracts.

A partner having signed a cost-sharing contract with CTA may apply for a grant (chapter 5) following a call for proposals, but not for the same project (principle of non-cumulation of funding for the same activity).

**6.2.4. NON-RETROACTIVITY**

Same rules as in grant contracts.

**6.2.5. CO-FINANCING**

The rules on co-financing are the same as in grant contracts.

However, in a cost-sharing contract CTA and the partner may either agree on a “joint” or “parallel” co-financing of the project. In joint co-financing CTA and the partner share the project cost in agreed proportions. This means that the financial report shows the total of expenditures, not separated by contributors. By contrast, in parallel co-financing CTA and the partner each pay some specific expenditure items, clearly separated in the budget. In other words, CTA and the partner each pay their own share of the project (e.g. partners pay the writer, CTA pays the printer).

In case of joint co-financing, CTA disburses its financing to the partner who adds this to its own contribution and manages all expenditures simultaneously. In parallel co-financing, however, CTA may disburse its contribution to the partner to be managed, or CTA may opt to pay service providers and suppliers directly.

The budget structure should reflect the full cost of the project and indicate the cost-sharing partner’s own contribution which should be quantifiable and verifiable. Partners need to send original supporting documents to CTA for the part that they are co-financing.

**6.2.6. NON-PROFIT**

In principle the rules are the same as in grant contracts. However, CTA may work with organisations which are for-profit as long as the project balances income and expenditure and the final beneficiary is within CTA’s target group.

In exceptional cases, the project financed could give rise to profits after its closure, for example due to the commercialisation of the project’s results (e.g. sales of publications). In such cases, CTA may stipulate in the contract that such post-project benefits are shared with CTA or fully allocated to the partner.
6.2.7. **ELIGIBILITY**

The eligibility of cost-sharing partners may not contradict the eligibility criteria in Section 2.2 of this manual.

6.2.8. **EXECUTION**

CTA and the cost-sharing partner monitor the project. Monitoring implies the operational follow-up of activities, and the financial and contractual monitoring. In this context, the partner may be required to prepare interim activity and financial reports and must prepare final activity and financial reports, which shall correspond to the payment cycle.

6.3. **AWARD OF COST-SHARING CONTRACTS**

Prior to implementation, the preparation process of a cost-sharing contract differs from a grant contract and may involve consultations between the partner and CTA. Contracts are usually via direct award but are subject to the principles applicable to grant contracts.

6.3.1. **PROCESS FLOW AND TIME-LIMITS**

6.3.1.1. Process flow

The process consists of the following steps.

**Step 1: Publication**

1. Based on its annual programme of activities (which itself is based on CTA’s strategic plan), CTA identifies the opportunities for collaboration with partners on a cost-sharing basis. This is published on the CTA website (see section 6.2.1 above).

**Step 2: Criteria for partner selection**

2. Criteria for partner selection include:
   - Complement and add value to CTA’s work – i.e. joint interventions create a multiplier effect – relevance, cost effectiveness and impact within the agricultural and rural sectors in the ACP countries;
   - Enhance outreach in terms of thematic, geographical, stakeholder and beneficiary coverage;
   - Are change agents that can contribute to significant and lasting changes in policy, research and practice of ACP agriculture;
   - Improve CTA’s visibility and positioning in the ACP, EU and global contexts;
   - Fall under one of the cases (A, B or C) listed in Section 6.1.

**Step 3: Identification**

3. Based on the information available on CTA’s website, applicants send CTA a draft project proposal, for which they preferably use the standard “Abridged CTA Project Profile Form” (E1) comprising, among others, rationale, specific objective, project purpose, expected results, activities, output and outcome indicators and global budget. The proposal is reviewed by CTA. Specifically, CTA reviews the extent to which the proposal matches CTA’s own interests as laid-
down in the annual programme of activities. Once CTA deems that a viable project is in the making, the draft project proposal (or preferably an “Abridged CTA Project Profile Form” (E1)) including a budget estimate is submitted to an evaluation committee.

**Step 4: Evaluation**

4. The selection of cost-sharing partners and projects goes through a stringent and robust project review and approval system, which is independent and impartial, and spearheaded by CTA’s Programme Committee (PC).

5. An evaluation committee comprising three reviewers is established and is of an *ad hoc* nature. The evaluation committee usually reviews several project profiles (a single project profile) during one session. The programme coordinator backing the proposal is not part of the evaluation committee, but may be asked to answer specific questions related to the proposal. At this stage, the evaluation committee will assess the proposal based on: 1) Financial and operational capacity of the applicant\(^\text{37}\), 2) Relevance in light of CTA programmatic priorities, 3) Methodology (coherence, efficiency, effectiveness, expected impact and sustainability), and 4) Budget and cost-effectiveness of the proposal.

6. The members of the evaluation committee complete the “Cost-sharing Evaluation Grid”, which is similar to the one as used for grants (form E5), and prepare an evaluation report. In case of a positive assessment, the Programme staff prepare a derogation note (form E7).

7. The derogation note, together with the abridged project profile, budget and the evaluation report, is sent to the Programme Committee for review.

8. The Programme Committee checks that the procedure has been respected. It shall only accept project proposals that meet the minimum technical threshold (i.e. 70%), but it should also take into account the budgetary availability, programmatic priorities and geographical distribution of CTA’s assistance. Thus, the Programme Committee may decide to reject or put a proposal on hold because it has other proposals on the table of higher relevance and quality, or because it knows that such proposals are under preparation, or because of duplication with other projects implying hence little value-added.

9. The Programme Committee provides a recommendation for approval of derogation and contract award to the Authorising Officer. The prior approval of the Authorising Officer (cf. Annex E.7) is needed to proceed with project formulation.

10. Applicants, whether successful or not, are informed of the outcome of the evaluation process.

**Step 5: Signature of cost-sharing contracts**

11. After the Authorising Officer’s approval, the contracting procedure is the same for service, supply, grant and cost-sharing contracts.

12. The list of names of cost-sharing partners with the titles of their projects and the contribution made is to be published on CTA’s website annually.

13. All successful and unsuccessful proposals are kept for a period of seven years (see section 2.10).

---

\(^{37}\) Lack of financial and / operational capacity may lead to reject, or mitigating measures must be put in place such as higher frequency of reporting and payments, more intensive monitoring, etc.
6.4. EXECUTION OF COST-SHARING CONTRACTS

6.4.1. OPERATIONAL EXECUTION OF THE CONTRACT

In most cost-sharing contracts the partner assumes the main responsibility for project execution. However, CTA may provide advice and technical input depending on the nature of the project (e.g. jointly organised seminar / conference / workshop, co-publication). The roles and responsibilities of each party are clarified in the cost-sharing contract.

6.4.2. MONITORING OF THE PROJECT

Depending on the division of tasks in project implementation, CTA and the partner monitor the project jointly. Monitoring implies the operational follow-up of activities, and the financial and contractual monitoring. The aim of CTA monitoring is to assist the partner in its implementation, also in order to avoid any non-eligible expenses. In this context, the partner may be required to submit interim progress reports, comprising a monitoring report (activities/outputs realised, results achieved (outcomes/impact), work plan for the next phase), and a financial report (expenditures incurred, budget execution, financial plan for the next phase) as stipulated in the contract. The partner must submit the final monitoring and financial reports at the end of the project.

6.4.3. CLOSURE OF THE PROJECT

At the end of the project, the partner must submit a final monitoring report and a final financial report as specified in the contract and if required, including its assessment of the efficiency, effectiveness and expected impact of the CTA assistance. These documents are approved by CTA, which then initiates the payment of the balance of the contract.

6.4.4. EX-POST EVALUATION OF THE PROJECT

A decision on a possible evaluation or impact assessment is made by CTA upon completion of the project. Evaluation may be undertaken by the partner, by CTA, by both jointly or by external experts.

Joint evaluations including impact assessments are conducted if the project spans several years (minimum 3 years).
7. EXTERNAL EXPERTS

7.1. GENERAL PRINCIPLES

CTA may select, on the basis of the procedure laid down in paragraph 7.2 below, external experts for tasks involving technical assistance or other advisory services not available in-house.

Such external experts shall be remunerated on the basis of the conditions announced in advance and shall be selected in accordance with the principles of non-discrimination, equal treatment and absence of conflict of interest.

7.2. SELECTION OF EXPERTS

With the aim of establishing a list of external experts and in order to ensure maximum publicity among potential candidates, a call for expressions of interest (CEI) is published on the CTA website and other appropriate media, if necessary.

The CEI shall include a description of all tasks, their duration, conditions of remuneration, deadline for submission of applications and any other relevant information. The validity of the list shall not exceed five years from the CEI publication.

Any interested natural person may submit an application at any time during the period of validity of the list except during the last 3 months of such period. Applications must be submitted electronically or in hard copy, as per the instructions included in the call for expressions of interest. CTA will acknowledge receipt of all the applications received within 15 working days after reception.

Queries relating to the information published in the CEI can be sent to CTA and the necessary clarifications will be published on the CTA website within 15 working days after their reception.

The selection of external experts will be made on the basis of their eligibility, professional capacity and specific ability to perform the tasks required. Candidates falling into any of the exclusion situations referred to in Section 2.2.2 will be excluded from participation in this procedure.

The selection shall be carried by an evaluation committee established according to the procedures included in Section 2.8. The results of this process shall be registered in an evaluation report, specifying the reasons for the selection and exclusion of candidates.

The evaluation committee's decisions are collective and independent and its deliberations must remain secret.

When the evaluation is completed, the evaluation committee will submit a selection recommendation, together with the evaluation report, to the Authorising Officer for approval through the Procurement Officer. Once the recommendation is approved, the list of selected experts will be drawn up accordingly and will remain valid for the period specified in the CEI.

Candidates are notified about the outcome of the selection procedure and are entitled to raise questions on this procedure within 30 days from the notification. CTA shall provide all necessary clarifications within 21 days after reception of the relevant request.

Any confidential information contained in the evaluation report shall not be released to candidates nor to any person or entity other than CTA's competent services.

In order to keep the list of experts updated, the selection procedure shall be repeated regularly.
7.3. ASSIGNMENT OF THE EXPERT AND CONTRACT SIGNATURE

In case of a positive outcome, the candidate will be included in the list of experts and can be called on a case-by-case basis by CTA, according to the relevance of his/her education, expertise, experience and interests to the activities at hand and following a decision of the Programme Committee.

CTA should ensure that the choice of the expert is drawn up in a balanced manner ensuring thus an appropriate rotation of experts. Account should also be taken, depending on the specific tasks to be assigned, of geographical, gender and other relevant considerations.

A letter contract shall be signed between CTA and the selected expert, who will be paid in accordance with the applicable CTA rules and procedures, as specified in the call for expressions of interest.

Inclusion in the list of experts entails no obligation on the part of CTA to assign specific tasks to such experts.

Experts shall be requested to respect the applicable legislation, to demonstrate appropriate ethical conduct and to respect the confidentiality of the information and documents to which they will have access. Specific clauses to this effect are included in the relevant contracts.
8. LIST OF ANNEXES

These documents are available upon request and included in tender files and calls for proposals.

8.1. ANNEXES APPLICABLE TO ALL TYPES OF CONTRACTS

I. DECLARATION OF IMPARTIALITY
II. TEMPLATE OF LETTERS TO TENDERERS OR APPLICANTS
III. TEMPLATE FOR CONTRACT AMENDMENTS
IV. TEMPLATE FOR PRE-FINANCING GUARANTEE
V. GENERAL CONDITIONS FOR (ALL) CONTRACTS

8.2. ANNEXES SPECIFIC TO SERVICE CONTRACTS (SC)

8.2.1. RESTRICTED PROCEDURE (RP)
- A.1 SC RP – CONTRACT NOTICE
- A.2 SC RP – LIST OF ENTITIES INVITED TO TENDER
- A.3 SC RP – INVITATION TO TENDER
- A.4 SC RP – INSTRUCTIONS TO TENDERERS
- A.5 SC RP – ACKNOWLEDGEMENT OF RECEIPT AND INTENTION (OR NOT) TO TENDER
- A.6 SC RP – APPLICATION FORM FOR A SERVICE CONTRACT
- A.7 SC RP – DECLARATION OF EXCLUSIVENESS AND AVAILABILITY
- A.8 SC RP – CONTRACT AWARD NOTICE

8.2.2. COMPETITIVE NEGOTIATED PROCEDURE (SP)
- A.3.1 SC SP – INVITATION TO TENDER
- A.4.1 SC SP – INSTRUCTIONS TO TENDERERS
- A.5.1 SC SP – ACKNOWLEDGEMENT OF RECEIPT AND INTENTION (OR NOT) TO TENDER
- A.6.1 SC SP – APPLICATION FORM FOR A SERVICE CONTRACT
- A.7.1 SC SP – DECLARATION OF EXCLUSIVENESS AND AVAILABILITY
- A.8.1 SC SP – CONTRACT AWARD NOTICE

8.2.3. ANNEXES APPLICABLE TO BOTH COMPETITIVE NEGOTIATED AND RESTRICTED PROCEDURE (SP & RP)
- A.9 SC SP & RP – ADMINISTRATIVE COMPLIANCE AND EVALUATION GRIDS FOR TENDERS
- A.10.a SC SP & RP – SERVICE CONTRACT TEMPLATE (LONG)
- A.10.b SC SP & RP – SERVICE CONTRACT TEMPLATE (SHORT)
8.3. ANNEXES SPECIFIC TO FRAMEWORK SERVICE CONTRACTS
- B.1 FC – CONTRACT NOTICE FOR A FRAMEWORK SERVICE CONTRACT
- B.2 FC – INVITATION TO TENDER
- B.3 FC – INSTRUCTIONS TO TENDERERS
- B.4 FC – APPLICATION FORM FOR A SERVICE CONTRACT UNDER A FRAMEWORK CONTRACT
- B.5 FC – DECLARATION OF EXCLUSIVENESS AND AVAILABILITY
- B.6 FC – CONTRACT AWARD NOTICE FOR FRAMEWORK CONTRACTS
- B.7 FC – FRAMEWORK SERVICE CONTRACT TEMPLATE

8.4. ANNEXES SPECIFIC TO SUPPLY CONTRACTS
C.1. SUC – CONTRACT NOTICE (international open procedure)
C.2. SUC – INVITATION TO TENDER (competitive negotiated procedure)
C.3. SUC – ACKNOWLEDGEMENT OF RECEIPT AND INTENTION (OR NOT) TO TENDER
C.4. SUC – INSTRUCTIONS TO TENDERERS
C.5. SUC – APPLICATION FORM
C.6. SUC – ADMINISTRATIVE COMPLIANCE AND EVALUATION GRID FOR TENDERS
C.7. SUC – CONTRACT AWARD NOTICE (international open procedure)
C.8.a SUC – SUPPLY CONTRACT TEMPLATE (long)
C.8.b SUC – SUPPLY CONTRACT TEMPLATE (short) = ORDER FORM

8.5. ANNEXES SPECIFIC TO GRANT CONTRACTS
- D.1 GC – GUIDELINES FOR APPLICANTS
- D.2 GC – GRANT APPLICATION FORMS
- D.3 GC – ADMINISTRATIVE COMPLIANCE AND EVALUATION GRIDS FOR PROPOSALS
- D.4 GC – GRANT CONTRACT TEMPLATE
- D.5 GC – GUIDELINES ON ELIGIBILITY OF COSTS
- D.6 GC – DEROGATION NOTE

8.6. ANNEXES SPECIFIC TO COST-SHARING CONTRACTS
- E.1 CSC – ABRIDGED PROJECT PROFILE
- E.2 CSC – DETAILED PROJECT PROFILE AND REVIEW FORM
- E.3 CSC – BUDGET FORMAT
- E.4 CSC – COST-SHARING EVALUATION GRID
- E.5 CSC – COST-SHARING CONTRACT TEMPLATE
- E.6 CSC – GUIDELINES ON ELIGIBILITY OF COSTS
- E.7 CSC – DEROGATION NOTE