

INSTRUCTIONS TO TENDERERS

REFERENCE: ACP/001/26/GO/RNT

When submitting a tender, the tenderer is required to comply with all instructions, forms, terms of reference and specifications contained in these tender documents. Failure to provide all necessary information and documents within the required time may result in the rejection of the tender.

These instructions set out the rules for the submission, selection and execution of contracts financed under this call for tenders.

1. Services to be provided

The services required by the contracting authority are described in the terms of reference. These are forms part of these tender documents.

2. Calendar

	DATE	HOURS*.
Deadline for requests for clarification to be sent to the contracting authority	17 July 2026	17 : 30
Deadline for the contracting authority to respond to requests for clarification	22 July 2026	-
Deadline for submission of tenders	30 July 2026	17 :30
Interviews (if applicable)	TBD	-
Closing date for the evaluation of technical offers	TBD	-
Notification of award	TBD	-
Signing the contract	TBD	-

**** Provisional date**

3. Participation, experts and subcontracting

- a) Participation in this call for tenders is open to candidates that comply with eligibility provisions hereafter.

An economic operator (i.e. candidate or tenderer) may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. If the economic operator relies on other entities, it must in that case prove to the contracting authority that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment by those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably

that of nationality as the economic operator relying on them and must comply with the selection criteria for which the economic operator relies on them. **Furthermore, the data for this third entity for the relevant selection criterion should be included in a separate document.** Proof of the capacity will also have to be provided when requested by the contracting authority.

With regard to technical and professional criteria, an economic operator may only rely on the capacities of other entities where the latter will perform the tasks for which these capacities are required.

With regard to economic and financial criteria, the entities upon whose capacity the economic operator relies, become jointly and severally liable for the performance of the contract.

(1) Economic and financial capacity (based on item 3 of the request to participate form, or on item 3). In case of candidate being a public body, equivalent information should be provided. The reference period which will be taken into account will be the last three years for which accounts have been closed.

The average annual turnover of the candidate or tenderer for the last 3 years must exceed the annualised budget of the offer submitted i.e., the budget stated in the offer submitted divided by the initial contract duration in years, where this exceeds 1 year (minimum annual turnover requested may not exceed two times the estimated annual contract value, except in duly justified cases motivated in the tender dossier).

The review of this criteria will be made after the opening of the financial offer proposed.

(2) Professional capacity (based on items 4 and 5 of the request to participate form for service contracts and on items 4 and 5 of the tender form for supply contracts). The reference period which will be taken into account will be the last three years preceding the submission deadline.

- lead expert has a professional certificate appropriate to this contract;
- at least 3 staff currently work for the tenderer in fields related to this contract.

(3) Technical capacity (based on items 5 and 6 of the request to participate form for service contracts and on items 5 and 6 of the tender form for supply contracts). The reference period which will be taken into account will be the last three years from submission deadline.

The candidate has provided similar services under at least three (3) contracts which were implemented at any moment during the reference period of three (3) years.

This means that the contract the candidate refers to could have been started at any time during the indicated period, but it does not necessarily have to be completed during that period, nor implemented during the entire period. Candidates are allowed to refer either to projects completed within the reference period (although started earlier) or to projects not yet completed. Only the portion satisfactorily completed during the reference period will be taken into consideration. This portion will have to be supported by documentary evidence (statement or certificate from the entity which awarded the contract, proof of payment) also detailing its value. If a candidate has implemented the project in a consortium, the percentage that the candidate has successfully completed must be clear from the documentary evidence, together with a description of the nature of the services provided/supplies delivered if the selection criteria relating to the pertinence of the experience have been used.

- b) Natural or legal persons who are in one of the situations mentioned in section 2.4 (EU restrictive measures), 2.6.10.1 (exclusion criteria) or 2.6.10.1.2 (rejection of a particular procedure) of the PRAG¹ may not participate in this invitation to tender or be awarded a contract. If they nevertheless participate in this tender procedure, their tender will be considered inappropriate or irregular, as appropriate.
- c) The contract between the tenderer/contractor and its experts, or the third party providing the experts, should include a provision that must be approved by the partner country. It is also recommended to include a dispute resolution provision in the contract.

Subcontracting is not permitted.

4. Content of the offers

All tenders, correspondence and documents relating to the tender between the tenderer and the contracting authority must be written in English.

Supporting documents and printed material provided by the tenderer may be in another language provided that a translation into the language of the procedure is attached. For the purposes of interpreting the tender, the language of the procedure has precedence.

The tender must include a technical offer and a financial offer, which must be submitted in separate envelopes (see point 8). Each technical and financial offer must include one original clearly marked "**Original**" and 2 copies, each clearly marked "**Copy**".

The electronic version of the technical bid must be attached to the printed version in the separate envelope containing the technical bid. The electronic version of the financial offer must be attached to the printed version in the separate envelope containing the financial offer. In case of discrepancies between the electronic version and the original printed version of the tender, the latter shall prevail.

Failure to comply with the requirements of points 4.1, 4.2 and 4.3 and 8 constitutes an irregularity and may result in the rejection of the tender.

4.1 Technical offer

The technical offer must contain the documents listed below:

The documents listed in point 1 to point 3 must be submitted within the deadline for submitting tenders.

The documentary evidence listed in point 4 and 5 below should not be submitted within the deadline for submitting tenders. Instead, they should be prepared by tenderers and kept available for the contracting authority. At any time during the procurement procedure the contracting authority may request the documentary evidence. When requested, the tenderer should provide the documentary evidence within a short deadline. In any case, the tenderer proposed by the evaluation committee for the award of the contract, will be requested to provide documentary evidence listed in points 5 and 6 listed below prior to the award of the contract.

(1) **Request to Participate Form** (see these tender annex documents) including:

- a) A signed declaration of exclusivity and availability (using the template attached to the tender submission form) for each principal expert, the purposes of which are as follows
 - ☐ The principal experts proposed in this tender must not be included in any other tender submitted under this invitation to tender. They must therefore commit themselves to the tenderer on an exclusive basis.

¹ Practical Guide to contract procedures for EU External actions (PRAG) (available on the internet at this address: <https://wikis.ec.europa.eu/display/ExactExternalWiki/ePRAG>)

- ❑ Each Lead Expert must also commit to being available, able and willing to work for the full period of his or her intervention in order to carry out the tasks set out in the Terms of Reference and/or in the document entitled "Organisation and methodology".

Please note that non-principal experts cannot be asked to sign a declaration of exclusivity and availability.

An expert working on an project, for which his/her participation may be required on the same dates as the activities he/she is to carry out under the present contract, cannot under any circumstances be proposed as a Lead Expert for the present contract. Consequently, the dates indicated by a Lead Expert in his declaration of exclusivity and availability for your tender and the dates on which he has committed himself to work as Lead Expert for another contract cannot overlap.

The expert may participate in several tenders in parallel provided that he informs the contracting authority of this in his declaration of exclusivity and availability. In addition, the expert must inform the tenderer immediately if he is selected for another tender. He is also expected to accept the first offer of recruitment made to him.

If a Lead Expert is proposed as Lead Expert by more than one bidder, the corresponding bids may be rejected. The same applies if the proposed Lead Expert was involved in the development of the project. The expert concerned will be excluded from this call for tender and may also be excluded from other EU/EDF funded contracts.

Since the contracting authority selects a company partly on the basis of an evaluation of the lead experts submitted in the tender, it expects the contract to be performed by these experts. However, after receiving the letter of award, the successful tenderer may, under certain conditions, propose to replace the lead experts (see point 14 of these instructions).

- b) A signed **declaration** on the basis of the model annexed to the tender submission form, as well as a "Declaration on honour relating to the exclusion and selection criteria"² signed by each legal entity indicated in the tender submission form and by each subcontractor and/or capacity provider, on the basis of the model annexed to that form.
 - c) Duly authorized signature: an official document (e.g. Articles of Association, notarial declaration, etc.) proving that the person signing on behalf of the company/joint venture/consortium is authorized to do so.
- (2) **Organisation and Methodology** document (which will become Annex III to the contract), to be drafted by the tenderer using the template in Annex III to the draft contract.
- a) a list of the names of the lead experts.
 - b) the CV of each principal expert. Each CV should not exceed 3 pages and only one CV must be provided for each position defined in the terms of reference. Only the professional experience mentioned in the CV will be taken into consideration by the evaluation committee. It should be noted that no CVs should be provided for non-principal experts.

The qualifications and experience of each Lead Expert must clearly match the profiles indicated in the Terms of Reference. If an expert or the team of experts as a whole does not meet the minimum requirements of each evaluation criterion (qualifications and

² See section 2.6.10.1.3 A) of the PRAG.

skills, general professional experience and specific professional experience), he/she/they must be rejected. In such a case, the tender as a whole will be rejected.

The tenderer must make available on demand the following documents for all proposed principal experts:

- A copy of the certification and diplomas mentioned in their CVs,
- copies of employers' certificates or references, or signed copies of consultancy or employment contracts, attesting to the professional experience indicated in their CVs. The admissibility of any other evidence of the professional experience indicated in the CV will be left to the discretion of the contracting authority.

Only documented qualifications and experience will be taken into consideration. Previous experience which has resulted in non-performance of the contract and termination cannot be used as a reference.

- (3) Non-lead experts can also play a key role in achieving the objectives of the contract. However, they are not subject to evaluation by the evaluation committee.
- (4) **To be kept by the tenderer and to be provided upon request (see introductory paragraph under 4.1):** Supporting documents or declarations required by the legislation of the country of effective establishment of the tendering company (or of each of the companies, in the case of a consortium), its subcontractors and capacity providers, showing that they are not in any of the situations of exclusion provided for in section 2.6.10.1 of the PRAG. The date of these documents or declarations must not be more than one year before the date of submission of the tender. In addition, a declaration must be submitted stating that the situation described in these documents has not changed since then.

If the nature of your entity is such that it cannot fall into one or more of the exclusion situations and/or is not able to provide the documents indicated above (e.g. because your entity is a national public administration or an international organisation), please provide a statement explaining this situation.

The contracting authority may waive the requirement for a tenderer to provide the documentary evidence referred to above on the basis of a risk assessment, or if such evidence has already been provided in another procurement procedure, provided that the date on which the documents were issued is not more than one year old and that they are still valid. In this case, the tenderer must declare on his honour that the documentary evidence has already been provided in a previous procurement procedure and must confirm that his situation has not changed.

- (5) **To be kept by the tenderer and to be provided upon request (see introductory paragraph under 4.1):** Documents proving economic and financial capacity and/or technical and professional capacity in accordance with the selection criteria specified in point 16 of the contract notice. (See section 2.6.11 of the PRAG)].

If the supporting documents provided are not in one of the official languages of the European Union, a translation into the language of the tender must be attached. If the supporting documents are in an official language of the European Union other than the language of the tender, it is strongly recommended to provide a translation into the language of the tender in order to facilitate the evaluation of the documents. Supporting documents and declarations may be provided in original or copy form. However, if you submit copies, the originals must be provided to the contracting authority if requested.

Tenderers are reminded that providing false information in the context of this call for tenders may lead to the rejection of their tender and their exclusion from any contract and procedure financed by the OACPS.

4.2. Financial offer

The financial offer must be denominated in EUR and must be submitted using the model for a lump sum contract set out in Annex of these tender documents.

The provisions applicable to taxes and duties are as follows:

Exemption from taxes

The Kingdom of Belgium and the OACPS Secretariat have signed the headquarters agreement which exempts the OACPS Secretariat from paying VAT

5. Variants

Tenderers are not allowed to submit a variant in addition to the present tender.

6. Period of validity of the offers

Tenderers remain bound by their tenders for 90 days after the deadline for submission of tenders or until they have been informed that they have not been awarded the contract. In exceptional cases, before the period of validity of tenders expires, the contracting authority may ask tenderers for a specific extension of this period, which may not exceed 40 days.

The successful tenderer must maintain its tender for an additional 60 days. This additional 60-day period is added to the validity period, regardless of the date of notification. This period may be extended where the contracting authority is required to obtain additional information.

7. Additional information before the deadline for submission of tenders

Tenderers may send their questions in writing to the following email address, no later than the date and time set in calendar set in section 2 of the present instructions.

SECRETARIAT OF THE OACPS

Department of Global Operations

Avenue des Communautés, 110

1200 Woluwe Saint Lambert

Bruxelles, Belgique

E-mail address : Rose.tsuma@acp.int

Copy: maxime.ahoure@acp.int and
florence.makosso@acp.int

The contracting authority is under no obligation to provide clarifications after this date. Any clarification of the tender documents will be published no later than the date and time set in calendar set in section 2 of the present instructions.

Any tenderer who, during the tender period, attempts to arrange individual interviews with the contracting authority and/or the government of the partner country and/or the European Commission regarding this contract may be excluded from the tender.

No information meetings or site visits are planned.

8. Submission of tenders

Tenders must be sent to the awarding authority **by 30 July 2026 at 17:30 PM**

They must include the documents required under point 4 above and be submitted.

The tender must include a technical offer and a financial offer, which must be submitted

EITHER by post or by courier, in which case the postmark or the date of the deposit receipt shall be taken as proof³, to the following address:

SECRETARIAT OF THE OACPS

Department of Global Operations
Avenue des Communautés, 110
1200 Woluwe Saint Lambert
Bruxelles, Belgique

OR by hand delivery directly to the premises of the Awarding Authority **by the participant in person or by any agent of the participant**, against a **signed and dated receipt**, in which case the receipt shall be deemed authentic, at the following address

SECRETARIAT OF THE OACPS

Department of Global Operations
Avenue des Communautés, 110
1200 Woluwe Saint Lambert
Bruxelles, Belgique
From 9.00 am to 5: 30 pm

The contracting authority may, for reasons of administrative efficiency, reject any request to participate or tender submitted to the postal service in good time but received, for reasons beyond the control of the contracting authority, after the effective date of approval of the shortlist report or evaluation report, if accepting such requests to participate or tenders would unduly delay the evaluation procedure or call into question decisions already taken and communicated.

Tenders must be submitted in a double envelope, i.e. in a package or outer envelope containing two separate, sealed envelopes marked respectively "**Envelope A - technical offer**" and "**Envelope B - financial offer**". All parts of the tender, with the exception of the financial offer, must be submitted in Envelope A (i.e., the tender submission form, the declarations of exclusivity and availability of the principal experts and various other declarations).

The following information should be included on the outer envelope:

- a) the above address to which tenders must be submitted**
- (b) the tender reference (i.e. **ACP/001/26/GO/RNT**)
- (c) the words "**Not to be opened before the tender opening session**"
- d) the name of the tenderer.**

Each envelope must contain a list of its contents. The pages of the technical and financial offers must be numbered.

³ It is advisable to use registered mail; in case the postmark is not legible.

9. Modification or withdrawal of tenders

Tenderers may modify or withdraw their tender by written notification before the deadline for submission of tenders. Tenders may not be modified after this deadline.

Any notification of modification or withdrawal must be prepared and submitted in accordance with the instructions set out in point 8. The outer envelope (and the corresponding inner envelope) must be marked "Amendment" or "Withdrawal", as appropriate.

10. Costs associated with the preparation of tenders

Costs incurred by the tenderer in preparing and submitting the tender are not refundable. All these costs are to be borne by the tenderer, including the costs of interviews with the proposed experts.

11. Ownership of offers

The awarding authority retains ownership of all tenders received under this invitation to tender. Accordingly, tenderers may not demand that their tender be returned to them.

12. Evaluation of tenders

Only tenders submitted by candidates in compliance with the selection criterias as set in section 3 of the present instructions will undergo the evaluation as follows.

12.1. Evaluation of technical offers

The quality of each technical offer will be evaluated in accordance with the award criteria and the corresponding weighting given in the evaluation grid annex to these tender documents. No other award criteria will be used. The award criteria will be examined in accordance with the requirements of the terms of reference.

The evaluation of technical offers will be carried out in accordance with the procedures described in section 3.4.10.3 of the PRAG.

12.1.1. Interviews

The evaluation committee may decide to interview the proposed Lead Experts in the technically compliant bids, after drafting its provisional written conclusions, but before closing the technical evaluation.

The date and time of this interview will be confirmed or notified and agreed with the tenderer but will have to take place within 5 days of such notification. In the event of force majeure preventing a tenderer from attending the interview, the tenderer will be invited to a further interview at a mutually convenient date and time within the following 5 days. If the tenderer is unable to attend this second invitation, his tender will be eliminated from the evaluation procedure.

12.2 Evaluation of financial offers

At the end of the technical evaluation, the envelopes containing the financial bids of those bids that were not eliminated during the technical evaluation (i.e. those with an average score of 75 points or more) will be opened. Tenders exceeding the maximum budget available for the contract will not be accepted and will therefore not be subject to further evaluation.

The maximum budget allocated for this assignment is **EUR 7,500 per quarter**.

12.3 Selection of the contractor

The choice of the offer with the best quality/price ratio is based on a weighting of technical quality and price according to an 80/20 distribution key.

12.4 Confidentiality

The entire evaluation procedure is confidential, subject to the contracting authority's legislation on access to documents. The decisions of the evaluation committee shall be collegial and its deliberations shall be held in camera. The members of the evaluation committee shall be bound by confidentiality. In particular, the evaluation reports and written minutes are for internal use only and may not be disclosed to tenderers or to any other party, with the exception of the contracting authority, the European Commission, the European Anti-Fraud Office and the European Court of Auditors.

13. Ethical clauses/bribery practices

a) No conflict of interest

The tenderer may not have any conflict of interest or equivalent specific relationship with other tenderers or other parties to the project. Any attempt by a tenderer to obtain confidential information, to enter into unlawful agreements with competitors or to influence the evaluation committee or the contracting authority during the procedure for the examination, clarification, evaluation and comparison of tenders will result in the rejection of the tender and may expose the tenderer to administrative penalties in accordance with the Financial Regulation in force.

b) Respect for human rights, environmental legislation and core labour standards

The tenderer and its personnel shall respect human rights and applicable data protection rules. In particular, and in accordance with the applicable basic act, tenderers and applicants who are awarded a contract shall respect environmental legislation, including multilateral environmental agreements, as well as applicable core labour standards as defined in the relevant International Labour Organisation Conventions (including the Conventions on freedom of association and collective bargaining, on the elimination of forced and compulsory labour and on the abolition of child labour).

Zero tolerance of sexual exploitation, abuse and harassment
The European Commission has a "zero tolerance" policy with regard to any misconduct that has an impact on the professional credibility of the tenderer.
Physical violence or corporal punishment, threats of physical violence, sexual abuse or exploitation, harassment and verbal abuse, and all other forms of intimidation are prohibited.

c) Fighting corruption

The tenderer must comply with applicable anti-corruption laws, regulations and codes of conduct. The European Commission reserves the right to suspend or cancel the financing of a project if corrupt practices of any kind are discovered at any stage of the award procedure or during the performance of the contract and if the contracting authority does not take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practice" means any offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from performing acts related to the award of a grant or the execution of a contract already concluded with the contracting authority.

d) Extraordinary commercial expenses

Any tender will be rejected or any contract terminated if it is found that the award of the contract or its execution has given rise to extraordinary commercial expenses. Extraordinary commercial expenses include any commission not mentioned in the main contract or not resulting from a proper contract referring to the main contract, any

commission that does not remunerate any actual legitimate service, any commission paid in a tax haven, any commission paid to an unidentified recipient or to a company that has all the appearance of a shell company

Contractors found to have paid extraordinary commercial costs in EU-funded projects may, depending on the seriousness of the offence, have their contracts terminated or be permanently excluded from EU funding.

e) Violation of obligations, irregularities or fraudulent behaviour

The contracting authority reserves the right to suspend or cancel the procedure if it is found that the contract award procedure was vitiated by breaches of duty, irregularities or fraudulent behavior. Where such breaches of obligations, irregularities or fraudulent behavior are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

14. Signature of the contract(s)

14.1 Notification of award

Tenderers will be informed of the outcome of this procurement procedure in writing.

The successful tenderer must confirm the availability or inform of the unavailability of the principal experts within five days of the date of notification of the award.

In the event of the unavailability of one or more principal experts, the contractor may propose a replacement. To be accepted, this replacement must be duly justified. However, it is not limited to certain specific cases. If several requests for replacement are accepted, they must take place within 15 days of the date of notification of the award. Experts proposed as replacements may not have been proposed by other tenderers in the same tender.

The score obtained by the replacement of the principal expert must be at least as high as that of the one he/she replaces. In addition, he/she must have achieved the minimum score for each evaluation criterion.

If replacement principal experts are not proposed within this 15-day period, or if they are not sufficiently qualified, or if the proposal for a replacement alters the conditions under which the contract was awarded, the contracting authority may decide to award the contract to the tenderer who submitted the second best compliant tender (also giving him the opportunity to replace the principal experts under the same conditions).

If the contracting authority becomes aware that a tenderer has confirmed the availability of a principal expert and signed the contract while intentionally concealing the unavailability of the expert in question from the start date of the assignment indicated in the tender documents, it may decide to cancel the contract on the basis of Article 36.2(m) of the general conditions.

It is recalled that the tenderer/contractor may also be subject to administrative and financial penalties, as provided for in Article 10.2 of the General Conditions for Service Contracts, up to and including exclusion from further contracts financed by the European Union.

14.2 Signature of the contract(s)

Within 5 days of receipt of the signed contract by the contracting authority, the successful tenderer shall sign, date and return the contract to the contracting authority.

Failure of the successful tenderer to comply with this obligation may lead to the annulment of the decision to award the contract. In such a case, the contracting authority may award the contract to another tenderer or cancel the tender.

At the same time as the notification to the successful tenderer, the other tenderers are informed that their tenders have been unsuccessful, either electronically or by standard letter, indicating the relative weaknesses of their tenders in the form of a table comparing the scores of the successful and unsuccessful tenders. The contracting authority will inform the tenderer whose tender is ranked second that the successful tenderer has been notified of the award of the contract, but that it may receive a notification of award in the event that the tenderer whose tender is ranked first is unable to sign the contract. The tenderer with the second best offer may refuse the award of the contract if the 90 days of validity of his offer have passed when he receives a possible notification of award.

At the same time, the contracting authority will also inform the other unsuccessful tenderers that the validity of their tender will not be maintained.

15. Cancellation of the tender

In the event of cancellation of a tender, tenderers shall be notified of the cancellation by the contracting authority.

Where the tender is cancelled before any tenderer's outer envelope has been opened, unopened and sealed envelopes are returned to the tenderers.

Cancellation may, for example, occur in the following cases:

- when the call for tenders is unsuccessful, i.e. when no qualitatively or financially adequate or worthwhile tender has been received or when there has been no valid response;
- where the technical or economic elements of the project have been fundamentally changed;
- when exceptional circumstances or force majeure make normal performance of the contract impossible;
- when all technically acceptable offers exceed the financial resources available;
- where there has been a breach of duty, irregularities or fraudulent behaviour in the procedure, in particular where these have prevented fair competition;
- where the award of the contract does not comply with sound financial management, i.e. the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate to the contract price).

In no event shall the contracting authority be liable for damages of any kind, including, without limitation, damages for loss of profit, and in any way connected with the cancellation of a tender, even if the contracting authority has been informed of the possibility of damages. The publication of a contract notice does not commit the contracting authority to implementing the advertised programme or project.

16. Remedies

Tenderers who feel aggrieved by an error or irregularity in the award procedure may lodge a complaint. See section 2.12 of the PRAG.

17. Data protection

Processing of personal data related to this tender procedure by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

The tender procedure and the contract relate to an external action funded by the OACPS and possibly the EU, represented by the European Commission. If processing your reply to the invitation to tender involves transfer of personal data (such as names, contact details and CVs) to the European Commission, they will be processed solely for the purposes of the monitoring of the procurement procedure and of the implementation of the contract by the Commission, for the latter to comply with its obligations under the applicable legislative framework and

under the financing agreement concluded between the EU and the Partner Country without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law. For the part of the data transferred by the contracting authority to the European Commission, the controller for the processing of personal data carried out within the Commission is the head of legal affairs unit of DG International Partnerships.

Details concerning processing of your personal data by the Commission are available on the privacy statement at:

[https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA\(Ch.2\):General](https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General)

In cases where you are processing personal data in the context of participation to a tender (e.g. CVs of both key and technical experts) and/or implementation of a contract (e.g. replacement of experts) you shall accordingly inform the data subjects of the possible transmission of their data to EU institutions and bodies and communicate the above-mentioned privacy statement to them.

18. Early warning and exclusion system

Tenderers and, if they are legal entities, persons with powers of representation, decision-making or control over them are informed that, if they are in one of the early warning or exclusion situations, their details (surname/name, first name if a natural person, address/registered office, legal form and name and surname of the persons with powers of representation, decision making or control, in the case of a legal entity) may be registered in the early warning and exclusion system and communicated to the persons and entities concerned in the context of the award or performance of a public contract.