



INSTRUCTIONS TO TENDERERS

Audit services UfMS Grant Schemes – Forwarding of Funds 2025-2027 - 30 - PRO601LAD-2025

When submitting their tenders, tenderers must follow all instructions, forms, terms of reference, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.

These instructions set out the rules for submitting and selecting tenders. They apply to this call for tenders, in conformity with the practical guide (2025), (available on the internet at this address: <https://wikis.ec.europa.eu/display/ExactExternalWiki/ePRAG>).

1. Services to be provided

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

2. Timetable

| | DATE | TIME* |
|----------------------------------------------------------------------|---------------------------------------------------|----------------|
| Site visit (if any) | Not applicable | Not applicable |
| Information meeting (if any) | Not applicable | Not applicable |
| Deadline for requesting clarification from the contracting authority | 21 days before deadline for submission of tenders | 13:00 |
| Last date for the contracting authority to issue clarification | 8 days before deadline for submission of tenders | - |
| Deadline for submitting tenders | June 12, 2025 | 13:00 |
| Interviews (if any) | <at least 10 days' advance notice>** | - |
| Completion date for evaluating technical offers | June 2025** | - |
| Notification of award | June 2025** | - |
| Contract signature | July 2025** | - |
| Start date of the contract | July 2025** | - |

*The time zone of the country of the contracting authority (Barcelona local time)

**Provisional date



3. Participation, experts, and subcontracting

a) Participation in this tender procedure is open on equal terms to natural and legal persons (participating either individually or in a grouping (consortium) of tenderers), which are established in one of the Member States of the Union for the Mediterranean or in a country or territory authorised by the EC Partnership Agreement under which the contract is financed. Participation is also open to international organisations. The participation of an ineligible natural or legal person will result in the automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

b) Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Sections 2.4.1 (EU restrictive measures¹), 2.4.2.1 (exclusion criteria) or 2.4.2.2. (rejection from a given procedure) of the **practical guide**. Should they be in one of these situations, their tender will be considered either unsuitable or irregular.

c) In the cases listed in Section 2.4.2.1. of the **practical guide** tenderers may be excluded from EU financed procedures and/or be subject to financial penalties up to 10% of the total value of the contract in accordance with the Financial Regulation in force. This information may be published on the Commission website in accordance with the Financial Regulation in force.

d) The contract between the tenderer/contractor and its experts, or the third party making available the experts, shall contain a provision stating that experts are subject to the approval of the partner country. It is, furthermore, recommended that this contract contains a dispute resolution clause.

e) The tenderer and, where applicable, entities on whose capacities the tenderer has relied with regard to criteria relating to the economic and financial capacity, shall be jointly liable for the performance of the contract. If the tenderer intends to subcontract one or more parts of the contracted services, this must be clearly stated in the organisation and methodology and in the tender submission form.

f) All subcontractors as well as all entities, upon whose capacity the tenderer relies for the selection criteria must be eligible for the contract. If the identity of the intended subcontractor is already known at the time of submitting the tender, the tenderer must furnish a statement guaranteeing the eligibility of the subcontractor. If any subcontractor/capacity-providing entity identified in this way does not meet the eligibility criteria, the tender shall be rejected. If the identity of the subcontractor is not known at the time of submitting the tender, any subcontract must be awarded according to Article 4 of the general conditions of the contract.

g) Subcontractors and capacity providing entities cannot be in any of the exclusion situations listed in Section 2.4.2 of the practical guide. The successful tenderer/contractor shall submit a declaration from the intended subcontractor/capacity- providing entity that it is not in one of the exclusion situations. In the event of doubt, the contracting authority shall request documentary evidence that the subcontractor/capacity- providing entity is not in a situation of exclusion. The subcontractor or capacity provider entity cannot be either in any of the situations described in Section 2.4.1. of the practical guide (EU restrictive measures).

h) For the avoidance of doubt, where the experts are not directly employed or contracted by the tenderer/contractor but through a third party, the latter is a sub-contractor.

¹ Please note that the EU Official Journal contains the official list of entities subject to restrictive measures and, in case of conflict, it prevails over the list of the EU Sanctions Map.



Experts made available by any third party (sub-contractors) are considered for all purposes related to the present contract to be the personnel of the contractor.

4. Content of tenders

Offers, all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be written in English.

Supporting documents and literature furnished by the tenderer may be in another language of the procedure. For the purposes of interpreting the tender, the language of the procedure has precedence.

The tender must include a technical offer and a financial offer, which must be submitted in separate e-mails (see clause 8).

Failure to fulfil the requirements in clauses 4.1, 4.2 and 8 will constitute an irregularity and may result in rejection of the tender.

4.1. Technical offer

The technical offer consists of 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 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 point 4 below prior to the award of the contract.

Note: Any financial details in the email of the technical offer may lead to the exclusion of the concerned tenderer.

(1) Tender submission form (see Part D of this tender dossier) including:

a) Signed statements of exclusivity and availability (using the template included with the tender submission form), one for each key expert, the purpose of which are as follows:

- The key experts proposed in this tender must not be part of any other tender submitted for this tender procedure. They must therefore commit themselves exclusively to the tenderer.
- Each key expert must also undertake to be available, able and willing to work for the whole period scheduled for his/her input to implement the tasks set out in the terms of reference and/or in the organisation and methodology.

Note that non-key experts must not be asked to sign statements of exclusivity and availability.



Any expert working on an EU/EDF-financed project, where the input from his/her position to that contract could be required on the same dates as his/her activities under this contract, must not be proposed as a key expert for this contract under any circumstances. Consequently, the dates included by a key expert in his/her statement of exclusivity and availability in your tender must not overlap with dates on which he/she is committed to work as a key expert on any other contract.

The expert may participate in parallel tender procedures but must inform the contracting authority of these in the statement of exclusivity and availability. Furthermore, the expert is expected to notify the tenderer immediately if he/she is successful in another tender procedure and he/she is expected to accept the first engagement offered to him/her chronologically.

If a key expert is proposed as a key expert by more than one tenderer with the agreement of the key expert, the corresponding tenders will be rejected. The same applies if the key expert proposed has been involved in the preparation of the project. The expert concerned will be excluded from this tender procedure and may also be excluded from other EU/EDF-financed contracts.

Having selected a firm partly on the basis of an evaluation of the key experts presented in the tender, the contracting authority expects the contract to be executed by these specific experts. However, after the notification to the presumed successful tender, the presumed successful tender may propose replacements for the key experts under certain conditions (for further information see clause 12).

b) A signed **declaration** using the format attached to the tender submission form.

c) Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the economic operator/joint venture/consortium is duly authorised to do so.

d) The completed identification form (see Annex VI to the draft contract) and supporting documents to the identification form.

(2) Organisation and methodology (will become Annex III to the contract), to be drawn up by the tenderer using the format in Annex III to the draft contract.

Tenderers are required to indicate, in their 'Organisation and Methodology', the name and address of the proposed auditor or audit firm that will be in charge of producing the expenditure verification report(s).

(3) Experts (to become Annex IV to the contract). The key experts are those whose involvement is considered to be instrumental to achieve the contract objectives. Their positions and responsibilities are defined in Section 6.1.1 of the terms of reference in Annex II to the draft contract and they are



subject to evaluation according to the evaluation grid in Part C of this tender dossier. The evaluation committee may also call them for interview.

Annex IV to the draft contract contains the templates that tenderers must use, including:

- a) a list of the names of the key experts;
- b) the expert's profile of each of the key experts. Each expert's profile should be no longer than 5 pages and only one expert's profile must be provided for each position identified in the terms of reference. In case of expert's profiles longer than 5 pages, only the first 5 pages will be taken into account. Only the work experience mentioned in the expert's profile will be considered by the evaluation committee. Non-key experts expert's profile are not necessary.

The qualifications and experience of each key expert must clearly match the profiles indicated in the terms of reference. If an expert does not meet the minimum requirements for each evaluation criterion (i.e., qualification and skills, general professional experience and specific professional experience), he/she must be rejected. In such case the entire tender shall be rejected.

Tenderers must provide, upon request, the following documents for any key experts proposed:

- a copy of the diplomas mentioned in their expert's profile,
- a copy of employer certificates or references, or signed copies of consultancy or labour contracts, proving the professional experience indicated in their expert's profile. The admissibility of any other supporting documents to prove the work experience indicated in the expert's profile will be subject to the discretion of the contracting authority.

For the submission it is not required to submit copies of academic and professional qualifications. This information has to be made available on each expert's profile. However please note that these might be requested during the evaluation process.

Only diplomas and documented experience (i.e., not self-statement from the experts) will be taken into account. Previous experience which caused breach of contract and termination shall not be used as reference.

(4) To be kept by the tenderer and to be provided upon request (see introductory paragraph under 4.1): documentary evidence of the financial and economic capacity as well as the technical and professional capacity, including any possible additional information for the assessment of the absence of professional conflicting interest when requested, according to the selection criteria specified in the contract notice/additional information about the contract notice annex (see also Section 2.6.11 of the practical guide).

Where the documentary evidence submitted is in an official language of the European Union other than the one of the procedure, it is strongly recommended to provide a translation into the language of the procedure, in order to facilitate the evaluation of the documents. The originals must be available to send to the contracting authority upon request.



Tenderers are reminded that misrepresentation of information in this tender procedure may lead to the rejection of their tender and to their exclusion from EU-funded procedures and contracts.

4.2. Financial offer

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

Tenderers are reminded that, the maximum budget available (estimated total value in contract notice) for this contract is **EUR 160,000.00**. Only the price without VAT/indirect taxes will be taken into consideration for the financial evaluation. The amount of VAT/indirect tax, if applicable, must be indicated separately. Payments under this contract will be made in the currency of the tender.

Incidental expenditure

The estimated budget for incidental expenditure is to be pre-filled in the template budget breakdown in the tender dossier.

Incidental expenditure incurred by the contractor and, if applicable, approved by the contracting authority shall be reimbursed in full.

The financial offer must be included in a separate email.

5. Variant solutions

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

6. Period during which tenders are binding

Tenderers are bound by their tenders for 110 days after the deadline for submitting tenders.

The unsuccessful tenderers are bound by the tender until the end of the validity period, even if they have received a notification of non-award.

In exceptional cases, before the period of validity expires, the contracting authority may ask tenderers to extend the period for a specific number of days, which may not exceed 20. This period can be further extended when the contracting authority is required to obtain the recommendation of the panel referred to in Section 2.4.2.1 of the practical guide, up to the adoption of that recommendation.

The successful tenderer must maintain its tender for a further 60 days. This 60-day period is added to the validity period irrespective of the date of notification. This period can be further extended by mutual agreement between the parties.

In case the contracting authority suspends the signature of the contract after the standstill period, all tenderers have to be informed within 3 working days following the suspension decision, which automatically extends the validity of their tender for the appropriate period.



During the tender validity period for the unsuccessful tenderers, the contracting authority reserves the right to send a notification of award to the next best ranked tenderer. The validity of the next best ranked tender will be extended by 60 days, upon notification of the new award decision. This 60-day period is added to the validity period irrespective of the date of notification, which should however be within the validity period.

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

7. Additional information before the deadline for submitting tenders

Tenderers may submit questions in writing to the following address up to 21 days before the deadline for submission of tenders, specifying the publication reference and the contract title: procurement@ufmsecretariat.org

The contracting authority has no obligation to provide clarification on questions received after this date.

Any tenderer seeking to arrange individual meetings with the contracting authority and/or the government of the partner country and/or the European Commission concerning this contract during the tender period may be excluded from the tender procedure.

Clarifications will be published on the website <https://ufmsecretariat.org/work-with-us/procurement/> at the latest 8 days before the deadline for the submission of tenders. The website will be updated regularly and it is the tenderers responsibility to check for updates and modifications during the submission period.

No information meeting is planned.

No site visit is planned.

8. Submission of tenders

Tenders must be submitted exclusively via electronic submission to the following address: procurement@ufmsecretariat.org. Tenders submitted in any other way (e.g., by letter) will be disregarded.

The time limit for receipt of tenders is on **the 12th of June 2025 at 13:00 hours (Barcelona time)**. They must include the requested documents in clause 4 above.

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

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



Tenders must be submitted using the double email system, i.e., one bearing the words '**E-mail A — Technical offer - 30 - PRO601LAD-2025**' and the other '**E-mail B — Financial offer - 30 - PRO601LAD-2025**'. All parts of the tender other than the financial offer must be submitted in E-mail A (i.e., including the tender submission form and declarations).

In addition, a 3rd e-mail with the passwords of the folders sent in e-mails called "E-mail A — Technical offer" and "E-mail B — Financial offer" is required, i.e., bearing the words "**E-mail C — passwords - 30 - PRO601LAD-2025**").

Files shall be included in protected folders or at least in compressed folder(s) or through protected IT hyperlinks to file hosting service. Where passwords, encryptions or any other IT means used to protect the confidentiality of the submitted offers, decryption key or equivalent shall be sent by the tenderer.

Any infringement of these rules (e.g., references to price in the technical offer) constitutes an irregularity which will lead to rejection of the tender.

The technical offer must include an index of its contents.

9. Amending or withdrawing tenders

Tenderers may amend or withdraw their tenders by written notification prior to the deadline for submitting tenders. Tenders may not be amended after this deadline.

Any such notification of amendment or withdrawal must be prepared and submitted in accordance with clause 8. The e-mail must be named 'Amendment' or 'Withdrawal' as appropriate.

10. Costs for preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs must be borne by the tenderer, including the cost of interviewing proposed experts.

11. Ownership of tenders

The contracting authority retains ownership of all tenders received under this tendering procedure.

12. Evaluation of tenders

The opening of the received tenders is not public.

Once the contracting authority has opened the tenders, they shall become its property and will be treated confidentially.

12.1. Evaluation of technical offers

The quality of each technical offer will be evaluated in accordance with the award criteria and the weighting detailed in the evaluation grid in Part C of this tender dossier. No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in the terms of reference.



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

12.1.1 Interviews

The evaluation committee may interview the key experts proposed in the technically compliant tenders, after having written provisional conclusions but before concluding the technical evaluation. Should the contracting authority decide to hold interviews, these shall be conducted by telephone or by alternative communication tools.

Once the evaluation committee has established each technical offer's average score (the mathematical average of the final scores awarded by each voting member), any tender falling short of the 75-point threshold is automatically rejected. If no tender achieves 75 points or more, the tender procedure will be cancelled. Out of the tenders reaching the 75-point threshold, the best technical offer is awarded 100 points. The others receive points calculated using the following formula:

$$\text{Technical score} = (\text{final score of the technical offer in question} / \text{final score of the best technical offer}) \times 100.$$

As a consequence of this formula, the best offer is always awarded 100 points.

12.2. Evaluation of financial offers

Upon completion of the technical evaluation, the financial offers of tenders that were not eliminated during the technical evaluation will be opened (i.e. those with an average score of 75 points or more).

Only fees will be taken into account in the comparison of the financial offers. The provision for incidental expenditure, composed of the subtotal for travel costs and other costs, and the subtotal for expenditure: verification stated in the terms of reference and to be included in the budget breakdown will not be taken into account in the comparison of the financial offers.

The tender with the lowest total fees receives 100 points. The others are awarded points by means of the following formula:

$$\text{Financial score} = (\text{lowest total fees} / \text{total fees of the tender being considered}) \times 100.$$

For the purposes of the evaluation, a price for a service, which is 25% lower than the average price of all the submitted tenders, will be considered abnormally low. A tender with abnormally low prices shall be subject to a request for clarifications from the tenderer in order to determine the way through which the tenderer has arrived to this price and whether this fulfils the contracting authority's requirements.



12.3. Evaluation committee preliminary conclusions

The best price-quality ratio is established by weighting technical quality against price on an 80/20 basis.

12.4. Verifications with the presumed successful tender

The contracting authority shall request the presumed successful tender to provide within 7 days from the date of the notification:

- confirmation of key experts

Notification to the presumed successful tender shall be done by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the tender form.

In case of unavailability of the key experts the presumed successful tenderer will be allowed to propose replacement key-expert(s). The presumed successful tenderer shall give due justification for the change of a key-expert but the acceptance will not be limited to specific cases. Up to three replacement key-experts may be proposed for the same position but only one time-period of 7 days from the date of the notification will be offered. The replacement key-expert(s) cannot be an expert proposed by another tenderer in the same call for tender.

The replacement key-expert's total score must be at least as high as the scores of the key-expert initially proposed in the tender. It must be emphasised that the minimum requirements for each evaluation criteria must be met by the proposed replacement expert.

If replacement key-experts are not proposed within 7 days or if the proposed replacement experts are not sufficiently qualified, or if the proposal of the replacement key-expert amends the award conditions applicable to this call for tenders, the contracting authority may decide to notify to the next best ranked tenderer (newly presumed successful tenderer). The newly presumed successful tender shall be requested to provide within 7 days of the notification the requested information.

Should the contracting authority learn that a tenderer has confirmed the availability of a key expert although the tenderer has deliberately concealed the fact that the key-expert is unavailable from the date specified in the tender dossier for the start of the assignment, the contracting authority may decide to, as applicable, annul the award to that tenderer or terminate the contract on the basis of article 36.2 (I) of the general conditions.

It is reminded that the tenderer/contractor may also be subject to financial penalties, and or it may lead to a tenderer's /contractor's exclusion from other contracts funded by the European Union.

12.5. Notification of award

The contracting authority shall notify the successful tenderer, and at the same time, shall also inform the unsuccessful tenderers that their tenders were not retained.

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



The tenderers are informed about the possibility to review the award decision and award the contract to the next best tender or cancel the procedure, in case of inability to sign the contract.

12.6. Confidentiality

The entire evaluation procedure is confidential, subject to the contracting authority's legislation on access to documents. The evaluation committee's decisions are collective and its deliberations are held in closed session. The members of the evaluation committee are bound to secrecy. The evaluation reports and written records are for official use only and may be communicated neither to the tenderers nor to any party other than the contracting authority, the European Commission, the Early Detection and Exclusion panel, the European Anti-Fraud Office, the European Public Prosecutor's Office and the European Court of Auditors.

13. Ethics, values and code of conduct

a) Absence of conflict of interest and of professional conflicting interest

The tenderer must not be affected by any professional conflicting interest nor any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project (see section III.5 Conflict of interest of the 'UfM Code of Conduct'). Any undue influence or attempt to undue influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders, any attempt to obtain confidential information or entering into unlawful agreements with competitors will lead to the rejection of its tender and may result in exclusion from future award procedures and/or financial penalties according to the Financial Regulation in force.

b) Respect for human rights and EU values as well as environmental legislation and core labour standards

The tenderer must respect environmental legislation and core labour standards: participants that are awarded the contract must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

The tenderer and its personnel must commit to and ensure the respect of basic EU values, the tenderer and its -personnel must comply with basic EU values such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities.

The tenderer and its personnel must comply with applicable data protection rules and environmental legislation. In particular, tenderers who have been awarded the contract must also comply with multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).



The tenderer and its personnel must comply with EU values, such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities.

Zero tolerance for sexual exploitation, abuse, and harassment:

The UfM Secretariat applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment, and verbal abuse, as well as other forms of intimidation shall be prohibited.

c) Anti-corruption and anti-bribery

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The 'UfM Anti-fraud Policy & Anti-Corruption Policy' sets forth the policy of the UfM in preventing and combating fraud and corruption in UfM Secretariat activities. The UfM Secretariat reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity, or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.

d) Unusual commercial expenses

Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be excluded from future award procedures.

e) Breach of obligations, irregularities, or fraud

The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities, or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

The electronic version of documents 'UfM Code of Conduct' and the 'Anti-fraud Policy & Anti-Corruption Policy' can be found on the UfM website: <https://ufmsecretariat.org/work-with-us/procurement/>.



14. Signature of the contract(s)

Within 30 days of receipt of the contract, the other party shall sign and date the contract and return it.

If it is not possible to sign the contract as envisaged in the award decision, or if the successful tenderer fails to sign the contract as requested, the contracting authority reserves the right to review its decision and, where appropriate, award the contract to another tenderer or cancel the procedure.

The corresponding contract award notice will be published on the UfM website.

If a tenderer to whom the contract is awarded (any of the group members in case of a consortium) has established debt(s) owed to the Union, the European Atomic Energy Community or an executive agency when the latter implements the Union budget, such debt(s) may be offset, in line with Articles 101(1) and 102 of the Financial Regulation and the conditions set out in the draft contract, against any payment due under the contract. The contracting authority will verify the existence of overdue debts of the successful tenderer[s] (any of the group members in case of a consortium), and, if any such debt is found, will inform the tenderer (the leader in case of a consortium who will then have the obligation to inform all other group members before signing the contract) that the debt(s) may be offset against any payment under due the contract.

15. Cancellation of the tender procedure

In the event of cancellation of the tender procedure, the contracting authority will inform tenderers of the cancellation through a cancellation notice (non-award notice) published on the UfM website.

Cancellation may occur, for example, where:

- the tender procedure has been unsuccessful, i.e., no suitable, qualitatively, or financially acceptable tender has been received or there is no valid response at all
- there are fundamental changes to the economic or technical data of the project
- exceptional circumstances or force majeure render normal performance of the contract impossible
- all technically acceptable tenders exceed the financial resources available
- there have been breach of obligations, irregularities, or frauds in the procedure, in particular if they have prevented fair competition
- the award is not in compliance with sound financial management, i.e., does not respect the principles of economy, efficiency, and effectiveness (e.g., the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event shall the contracting authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the contracting authority has been advised of the possibility of damages. The publication of a contract notice does not commit the contracting authority to implement the programme or project announced.



16. Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. The contracting authority must reply within 30 days of receipt of the complaint. This is without prejudice to the arbitration proceedings and, in particular, without altering the time-limits for bringing actions set out below, which could be undertaken by such tenderers. Therefore, tenderers believing that they have been harmed by an error or irregularity during the award process shall be referred for arbitration to the Tribunal Arbitral de Barcelona (TAB) [Barcelona Arbitration Court], of the Associació Catalana per a l'Arbitratge [Catalan Arbitration Association] - by whatever name it may be known in the future –, which is entrusted with the appointment of the arbitrator or arbitrators and the administration of the arbitration in accordance with its Regulations in force at the start of the arbitration.

The measures provided for in this section shall be instituted within two months of the publication of the measure, or of its notification to the plaintiff, or, in the absence thereof, of the day on which it came to the knowledge of the latter, as the case may be.