**INSTRUCTIONS TO TENDERERS**

**Contract title: Supply and installation of a Fire Hydrant Network with a Booster Pump Station for the Enclosed Zones of the “Đurmani” Reservoir and Break Pressure Chambers “Perazića Do” and “Sveti Stefan“**

**Ref. number:** **25-5704/1**

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

These Instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the provisions of the Practical Guide, which is applicable to this call (available on the internet at this address: <https://wikis.ec.europa.eu/display/ExactExternalWiki/ePRAG> ).

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# GENERAL PART

## GENERAL INSTRUCTIONS

### Tenderers must tender for the whole of the supplies required by the dossier. Tenders will not be accepted for incomplete lots.

### Timetable

|  |  |  |
| --- | --- | --- |
|  | **DATE** | **TIME\*** |
| **Clarification meeting / site visit (if any)** | Not applicable | Not applicable |
| **Deadline for requesting clarifications from the Project partner** | 09.12.2025. | 10:00 |
| **Last date on which clarifications are issued by the Project partner** | 13.12.2025. | - |
| **Deadline for submission of tenders** | 24.12.2025. | 14:00 |
| **Tender opening session** | 24.12.2025. | 14:25 |
| **Notification of award to the successful tenderer** | 25.12.2025. | - |
| **Signature of the contract** | 29.12.2025. | - |

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

## FINANCING

Regulation (EU) 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial cooperation goal (Interreg) supported by the European Regional Development Fund and external financing instruments (Interreg Regulation),

Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast),

INTERREG IPA South Adriatic programme, 2021-2027

## PARTICIPATION

### Participation is open to all legal persons which are effectively established in the participating countries, other Member States, other IPA III beneficiaries, contracting parties to the Agreement on the European Economic Area and partner countries covered by the European Neighbourhood Instrument (hereafter referred to as ‘eligible countries’), and to International Organisations.

### The eligibility requirement detailed in subclause 3.1 applies to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria.

### In the cases listed in Declaration on honour on exclusion criteria and selection criteria tenderers may be excluded from the procedure.

### The exclusion situation referred to in subclause 3.4 applies to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers, as well as to all entities upon whose capacity the tenderer relies for the selection criteria.

### The upper limit authorised for subcontracting is 30 % of the value of the tender[[1]](#footnote-1).

## ONLY ONE TENDER PER TENDERER

A company may not tender for a given contract both individually and as a member of a joint venture/consortium. Participation by a tenderer in more than one tender for a contract will result in the disqualification of all those tenders for that contract in which the party is involved. The same company may only participate as subcontractor in different tenders if that is justified by the specific nature of the market and cleared by the Contracting Authority.

## TENDER EXPENSES

### The tenderer will bear all costs associated with preparing and submitting the tender. The Contracting Authority will not be responsible or liable for such costs, whatever the conduct or outcome of the procedure.

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

## SITE VISIT AND CLARIFICATION MEETING

### The tenderer is strongly advised to visit and inspect the site of the installation of equipment and its surroundings for the purpose of assessing, at its own responsibility, expense and risk, the factors necessary for preparing its tender and signing the supply contract.

### A clarification meeting and/or a site visit will not be held by the Contracting Authority.

# TENDER DOCUMENTS

## CONTENT OF TENDER DOCUMENTS

The set of tender documents comprises the documents specified in the invitation letter.

Tenderers bear sole liability for examining with appropriate care the tender documents. In the event that the tenderer is successful, no claim for altering the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.

## EXPLANATIONS CONCERNING TENDER DOCUMENTS

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

Mr Ivan Špadijer

PE "Regional Waterworks for Montenegrin coast"– Budva

Ul. Popa Jola Zeca br. 5, 85310 Budva, Montenegro

e-mail: [ivan.spadijer@regionalnivodovod.me](mailto:ivan.spadijer@regionalnivodovod.me)

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

The Contracting Authority must reply to all tenderers’ questions at least 11 days before the deadline for receipt of tenders. Any clarification of the tender dossier will be sent to all invited tenderers.

## MODIFICATIONS TO TENDER DOCUMENTS

### The Contracting Authority may amend the tender documents by publishing modifications up to 11 days before the deadline for submitting tenders at the same link the local open tender is being published <https://regionalnivodovod.me/> .

### Each modification published will constitute a part of the tender documents and will be sent to all invited tenderers.

### The Contracting Authority may, as necessary and in accordance with Clause 18, extend the deadline for submitting tenders to give tenderers sufficient time to take modifications into account when preparing their tenders.

# TENDER PREPARATION

## LANGUAGE OF TENDERS

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

### Relevant experience (selection criteria) may be described in English language.

## Supporting documents and printed literature furnished by the tenderer may be in the local language or in another language, provided they are accompanied by a translation into the language of the procedure. For the purposes of interpreting the tender, the language of the procedure has precedence.

## CONTENT AND PRESENTATION OF TENDER

### Tenders must satisfy the following conditions:

#### Tenders must comprise the documents and information in clause 12 below.

#### The tenderer must provide all documents required by the tender dossier. All such documents, without exception, must comply strictly with these conditions and provisions and contain no amendments made by the tenderer. Tenders which do not comply with the requirements of the tender dossier may be rejected.

### The supplies are not divided into lots. Tenders must be for all the quantities indicated.

### **INFORMATION/DOCUMENTS TO BE SUPPLIED BY THE TENDERER**

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

#### Tender form, together with its Annex 1 'Declaration of honour on exclusion criteria and selection criteria' using the form provided Tender Form;

#### Documentation as required in the Tender Form, including all forms attached;

##### The prices in the financial offer are deemed to have been set on the basis of the conditions in force 30 days prior to the deadline for submitting tenders. Prices cannot be revised.

#### Cash flow statements.

#### Copies of the most recent documents showing: legal status and place of registration of the tenderer's headquarters, a power of attorney empowering the person signing the tender and all related documentation.

### In order to be eligible for the award of the contract, tenderers must provide evidence that they meet the selection criteria. This must be provided by tenderers using the forms described in 12.1 above and any additional forms tenderers may wish to use.

If a tender is submitted by a consortium, unless specified, the selection criteria will be applied to the consortium as a whole.

***Economic and financial capacity of candidate:***

* The average annual turnover of the tenderer in the past three (3) years (for which accounts have been closed) must be at least EUR 120,000.00.

***Technical and professional capacity of candidate:***

* The tenderer must have successfully completed, as prime supplier, within the last five (5) years (29/09/2020 – 29/08/2025), at least one (1) contract of similar complexity with a value of at least EUR 100,000.00.
* The tenderer must be a registered company capable of carrying out the specified contractual obligations. In case of a consortium, this requirement applies to all members of the consortium. At the time of tender submission, the tenderer shall possess the relevant professional licence(s), certificate(s), or equivalent right, in accordance with the laws of the country in which it is established, for the execution of contractual obligations. For the purpose of tender evaluation, legal requirements must be respected by every consortium member, while it is sufficient that at least one member holds the required professional licence.

Supporting documentation confirming compliance with the above requirements must be provided with the tender.

**Capacity-providing entities:**

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links it has with them. If the tenderer relies on other entities, it must 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 from those entities to place such resources at its disposal.

Such entities (e.g., the parent company of the economic operator) must comply with the same rules of eligibility, including nationality, as the economic operator relying on them, and must fulfil the selection criteria for which the economic operator relies on them. Furthermore, the data for these third entities must not be included in the tender forms but in a separate document. Proof of capacity must be provided at the request of the contracting authority.

With regard to technical and professional criteria, a tenderer may rely on the capacities of other entities only if those entities will perform the contractual obligations for which these capacities are required.

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

Financial data to be provided by the tenderer in relation to the selection criteria must be expressed in EUR. Where a candidate refers to amounts originally expressed in another currency, the conversion to EUR shall be made in accordance with the InforEuro exchange rate of November 2025.

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

* The tender must include all the information required in 12.1 above for each member of the joint venture/consortium and summary data for execution of the contractual obligations by the tenderer.
* The tender must be signed in a way that legally binds all members. One member must be appointed lead member and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all members.
* All members of the joint venture/consortium are bound to remain in the joint venture/consortium for the whole execution period of the contract. See the declaration in the tender form.

## TENDER PRICES

### The currency of the tender is the EUR.

### The tenderer must provide a Financial offer in euro. The tender price must cover all the contractual obligations as described in the tender documents. All sums in the Financial offer, the Tender Form and other documents must also be expressed in this currency.

### Tenderers must quote all components of Bill of Quantities and of the Technical specifications in the Financial offer (Annex IV). No payment will be made for items which have not been costed; such items will be deemed to be covered by other items on the Bill of Quantities.

### If a discount is offered by the tenderer, it must be clearly specified in the Financial offer in the Tender Form. The discount must be quoted for all contractual obligations.

### If the tenderer offers a discount, the discount must be included on each interim payment certificate and calculated on the same basis as in the tender.

## PERIOD OF VALIDITY OF TENDERS

### Tenders must remain valid for a period of 90 days after the deadline for submitting tenders indicated in the contract notice, the invitation to tender or as amended in accordance with Clauses 9 and/or 18.

### The successful tenderer must maintain its tender for a further 60 days. This period is in addition to the validity period, irrespective of the date of notification.

## TENDER GUARANTEE

No tender guarantee is required.

## VARIANT SOLUTIONS

Variant solutions will not be taken into consideration.

# SUBMISSION OF TENDERS

## SEALING, MARKING AND SUBMITTING TENDERS

### The complete tender must be submitted in one original, clearly marked “ORIGINAL” and 2 copies, clearly marked “COPY”. In the event of any discrepancy between them, the original will prevail. An electronic copy must be submitted.

### The technical and financial offers must be placed together in a sealed envelope.

### All tenders must be received by the **Contracting Authority before December 24th, 2025. at 14h,** by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by the Contracting Authority.

The tender must be sent to the following address:

**PE "Regional Waterworks for Montenegrin coast"– Budva**

**Ul. Popa Jola Zeca br. 5, 85310 Budva, Montenegro**

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

**PE "Regional Waterworks for Montenegrin coast"– Budva**

**Ul. Popa Jola Zeca br. 5, 85310 Budva, Montenegro**

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

1. the above address;
2. the reference code of this tender procedure, (i.e., <**25-5704/1**>);
3. the words ‘Not to be opened before the tender opening session’ in the language of the tender dossier and <Ne otvarati prije zvaničnog otvaranja ponuda>.
4. the name of the tenderer.

## EXTENSION OF THE DEADLINE FOR SUBMITTING TENDERS

The Contracting Authority may, on its own discretion, extend the deadline for submitting tenders by issuing an amendment in accordance with Clause 9. In such cases, all rights and obligations of the Contracting Authority and the tenderer regarding the original date specified in the contract notice will be subject to the new date.

## LATE TENDERS

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

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

## ALTERING AND WITHDRAWING TENDERS

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

### Any notification of alteration or withdrawal must be prepared and submitted in accordance with Clause 17, and the envelope must be marked ‘alteration’ or ‘withdrawal’, as appropriate.

# OPENING AND EVALUATING TENDERS

## OPENING TENDERS

### Tenders will be opened in public session on the date and venue specified in point 20 of the Contract notice by the committee appointed for that purpose. The committee will draw up minutes of the meeting, which must be available to tenderers on request.

### At the tender opening session, the tenderers’ names, the tender prices, any discounts offered, written notifications of alteration and withdrawal, the presence of the tender guarantee (if required) and such other information the Contracting Authority may consider appropriate may be announced.

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

Any attempt by a tenderer to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Authority in its decision concerning the award of the contract will result in the immediate rejection of its tender.

## EVALUATING TENDERS

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

The Contracting Authority reserves the right to check information submitted by the tenderer if the evaluation committee considers it necessary.

### Examination of the administrative compliance of tenders

The aim at this stage is to check that tenders comply with the requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the Contracting Authority or the tenderer’s obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

The evaluation committee will check that each tender:

* has been properly signed;
* includes a correct tender guarantee (if required);
* meets the requirements as set out in the administrative compliance grid;
* has complete documentation and information;
* substantially complies with the requirements of these tender documents.

If a tender does not meet the requirements set out in the administrative compliance grid, it may be rejected by the evaluation committee when checking admissibility.

Contracting Authority (Project partner) may request clarification and supplement of the documents related to the administrative conformity.

### Technical evaluation

The evaluation committee must evaluate only those tenders considered substantially compliant in accordance with Clause 22.1.

At this step of the evaluation procedure, the Committee will analyse the tenders' technical conformity in relation to the technical specifications, classifying them technically compliant or non-compliant.

### Financial evaluation

Once the technical evaluation has been completed, the evaluation committee checks that the financial offers contain no arithmetical errors. If the tender procedure contains several lots, financial offers are compared for each lot. The financial evaluation will have to identify the best financial offer for each lot, taking due account of any discounts offered.

When analysing the tender, the evaluation committee will calculate the final tender price after adjusting it on the basis of Clause 23.

## CORRECTING ERRORS

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

* where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;

# CONTRACT AWARD

## AWARD CRITERIA

Award criteria is described under point 17 of the Contract Notice.

## Notification of award, contract clarifications

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

Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must, if required to do so by the Contracting Authority, provide the **documentary proof** or statements required under the law of the country in which the company (or, for consortia, each of the companies) is established, to show that it does not fall into any of the exclusion situations listed the Tender Dossier. This evidence, documents or statements must carry a date, which cannot be more than one year before the date of submission of the tender. In addition, a statement must be furnished stating that the situations described in these documents have not changed since then. The above-mentioned documents must be submitted for the tenderer, every member of a joint venture/consortium, all subcontractors and every supplier. In the event of doubt on this declaration of honour, the Contracting Authority must request documentary evidence that they are not in a situation of exclusion.

Evidence of financial, economic, technical and professional capacity according to the selection criteria specified in subsection 12.2 above will be requested unless satisfactory documents are already included in the tender.

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

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

## CONTRACT SIGNING

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

## CANCELLATION OF THE TENDER PROCEDURE

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

Cancellation may occur, for example, where:

* the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no valid response at all;
* the economic or technical parameters of the project have been fundamentally altered;
* exceptional circumstances or force majeure render normal execution of the project impossible;
* all technically compliant tenders exceed the financial resources available;
* there have been irregularities in the procedure, in particular where these have prevented fair competition;
* the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market.

**In no event will the Contracting Authority be liable for 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 informed of the possibility of damage. Publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced.**

## ETHICS CLAUSES AND CODE OF CONDUCT

28.1 Absence of conflict of interest

The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

28.2 Respect for human rights as well as environmental legislation and core labour standards

The tenderer and its staff must comply with human rights. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts 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).

**Zero tolerance for sexual exploitation and sexual abuse:**

The European Commission 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.

28.3 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 European Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the 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.

28.4 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 permanently excluded from receiving EU funds.

28.5 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.

## APPEALS

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. Complaints are sent to the Contracting Authority, at the address set out in this Tender Dossier.

1. If the tender includes subcontracting, it is recommended that the contractual arrangements between the tenderer and its subcontractors include mediation, according to national and international practices, as a method of dispute resolution. [↑](#footnote-ref-1)