



A.2. INSTRUCTIONS TO TENDERERS

Service market entitled:

“Study on the bottlenecks affecting the competitiveness and sustainability of Ethiopian horticultural exports”

Ref.: COLEAD/AO/251386

When submitting a tender, the tenderer is required to comply with all instructions, forms, terms of reference, contractual provisions and specifications contained in this file. Any infringement of these rules may constitute an element of non-compliance and lead to the rejection of the tender.

1. SERVICES TO BE PROVIDED

The services required are described in the **Terms of Reference (document B.1.)**

2. CALENDAR

Action	Date
Deadline for possible requests for clarification to COLEAD (by e-mail)	17/07/2025
Last date for COLEAD clarifications	25/07/2025
Deadline for receipt of tenders	06/08/2025
Notification of award to the successful tenderers*	25/08/2025
Start of the action	From the date of signature by the 2 contracting parties

*Provisional date



3. PARTICIPATION AND SUBCONTRACTING

- a) Participation in this consultation is open to tenderers that are nationals of one of the countries listed in document **A.3. List of eligible countries**, according to the rules of origin of the European Development Fund
- b) Service providers are not allowed to subcontract to each other for the purposes of this contract;
- c) **CONSORTIUMS* ARE NOT PERMITTED IN THIS CALL FOR TENDERS** [*Consortium: an agreement, combination, or group (as of companies or independent consultants) formed to undertake an enterprise beyond the resources of any one member]

4. PERIOD OF VALIDITY OF TENDERS

Tenderers remain bound by their tenders for 150 days after the deadline for submission of tenders.

The successful tenderer must also maintain the validity of their tender for a further 60 days from the date of notification of the award of the contract.

5. ADDITIONAL INFORMATION DURING THE PROCEDURE

Tenderers may send their questions by email (expert@colead.link), in English, no later than **17/07/2025**, i.e., 20 days before the deadline for submission of tenders, specifying the publication reference and the title of the contract.

Any clarifications to the consultation file will be communicated simultaneously to all tenderers no later than **25/07/2025** (by e-mail), i.e., 12 days before the final date for submission of tenders.

The contracting authority is not obliged to provide any further clarification after this date.

6. MODIFICATION OR WITHDRAWAL OF TENDERS

Tenderers may modify or withdraw their tender by means of a notification, sent by email to expert@colead.link, **before the deadline for submission of tenders**. No tender may be modified after this deadline. The notification of modification must be marked "modification".

7. COSTS ASSOCIATED WITH THE DRAFTING OF TENDERS

No costs incurred by the tenderer in drawing up and submitting the tender will be reimbursed. These costs are to be borne by the tenderer. For example, in the case of hearings of proposed expert(s), the costs are borne by the tenderer.

8. OWNERSHIP OF TENDERS

COLEAD retains ownership of all tenders received under this tender procedure. Consequently, tenderers cannot demand that their tender be returned to them.



9. PREPARATION AND SUBMISSION OF OFFERS

Tenderers are invited to respond to this call for tender by email and to submit their offers in digital format. ***Please DO NOT consolidate your offer into a single document or alter any of the documents aside from completing the necessary fields. Also, during the entirety of the tendering process, be sure to check your junk or spam email folder to ensure you don't miss any important notifications.***

Technical and financial offers must be received by expert@colead.link no later than **23:59 Brussels time (CEST) on Wednesday 06th of August 2025**. Date and time of receipt of the message by COLEAD is considered the authentic date and time.

Tip: in order to avoid possible problems with transmission, time zones, computer bugs or connection, tenderers are strongly advised to send their message well in advance.

Emails received after the deadline will be rejected and offers will not be evaluated.

9.1. Technical & financial offer

The subject line of the offer transmission message should mention the reference: **COLEAD Tender 251386 – Technical & financial offer**

Tenderers must provide an offer containing the following documents: ***(Please do not merge/consolidate your offer into a single document)***

- **D.4. Understanding of the terms of reference and methodology:** to be written in the template.
- **D.6. One CV per proposed expert:**
Please provide complete and up-to-date CVs as :
 - Experts without the required skills will be rejected,
 - The assessment will be based on the full professional experience of the proposed expert. CVs must be comprehensive and include the full career history of each expert.

Tenderers will be assessed not only on the quality of the CVs submitted, but also on their ability to propose experts with qualifications relevant to the needs of the market. ***Tenderers submitting a bid as Freelance/Independent Consultant/Sole trader are not allowed to propose experts other than themselves. Only the CV submitted under their name will be evaluated, no other CVs will be considered.***

- **D.7. Exclusivity statement:**
 - 1 signed copy per proposed expert.
 - each document should also mention the name of the tenderer

No expert is allowed to sign more than one exclusivity statement. *Each tenderer must ensure that the experts they propose are not already involved with another tenderer, within the same call for tenders and must obtain the explicit agreement of each expert before the latter can be included in the tenderer's offer. Failure to comply with this rule may result in the exclusion of the non-compliant tenderer and expert.*

- **D.8. Financial offer:**
 - Excel template provided (see document B.1. Terms of Reference)



9.2. Administrative documents

In addition to their offer, tenderers must provide the following administrative documents:
(Please do not merge/consolidate your offer into a single document)

- **D.1. Tender submission form**
- **D.2 Eligibility statement**
- **D.3. Legal entity form + a copy of the supporting document(s) proving the legal entity**

These documents must be signed by the tenderer's authorised signatory¹ and scanned copies attached to the message. Documents signed via an electronic signature system complying with the eIDAS regulation (910/2014) are also allowed.

In order to comply with administrative procedure, the tenderer is required to include a copy of the supporting document of the legal entity (Document D.3.) i.e., a copy of a document proving the official registration of the tendering structure or the activity of the independent consultant with the local authorities.

9.4. Verification of administrative compliance

Tenderers are invited to check the completeness of their application using **the checklist** (Doc A.2 Instructions to Tenderers_Annex - Checklist).

Incomplete or defaulting submissions may be rejected for administrative non-compliance.

In addition, the successful tenderer will receive a service agreement via the secure electronic signature system used by COLEAD. They will also be asked to sign documents D1, D2 and D3 again and to provide a copy of their passport/ID card for verification purposes only.

10. VARIANTS

No variants will be considered.

11. EVALUATION OF THE OFFERS

The entire evaluation procedure is confidential. The decisions of the evaluation committee are collegial, and its deliberations are held in closed session. The members of the Evaluation Committee are 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 party except the European Commission and the European Court of Auditors.

The quality of each offer will be evaluated in accordance with the award criteria and the associated weighing as detailed in the evaluation grid (**document C.2. Evaluation matrix**) of the tender file. No other award criteria will be used. The award criteria will be examined in accordance with the requirements as indicated in the Terms of Reference.

¹ An individual who has the legal authority to sign documents on behalf of the tendering entity (company, organisation, or individual consultant). A company executive (e.g. CEO, director, manager) formally designated to represent the organisation or for independent consultants/freelancers, the individual themselves, acting in their own name.



12. ETHICAL CLAUSES / CORRUPT PRACTICES

- a) Any attempt by a tenderer to obtain confidential information, to enter into unlawful agreements with competitors or to influence the evaluation committee during the procedure for examining, clarifying, evaluating and comparing offers will result in the rejection of their offer.
- b) The tenderer may not have any potential conflicts of interest or specific links with other tenderers or other parties to the project.
- (c) The contracting authority reserves the right to suspend or cancel funding for a project if corrupt practices of any kind are discovered at any stage of the procurement process. For the purposes of this provision, a corrupt practice means any proposal to give, or any agreement to offer, a bribe, gift, gratuity or commission as an inducement or reward to any person to perform or refrain from performing acts related to the award of the service agreement or the service agreement with the contracting authority.
- (d) Any offer shall be rejected, or the service agreement cancelled if it is found that the award of the latter or its performance has resulted in the payment of extraordinary commercial costs. Extraordinary commercial expenses include any commission not mentioned in the main contract or not resulting from a proper contract referring to that contract, any commission that does not pay for 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 front company.

Depending on the seriousness of the offences committed, the successful tenderer of contracts for the financing of extraordinary commercial costs are liable to have the contract terminated or to be permanently excluded from receiving Community funding.

Non-compliance with one or more of these ethical clauses may lead to the exclusion of the tenderer or holder from other Community contracts and expose them to sanctions.

13. INFORMATION TO THE BENEFICIARY

The successful tenderer will be informed by e-mail on **25/08/2025** that their tender has been successful by a contract award notification message.

The other candidates will be informed by e-mail on **25/08/2025** that their tenders have not been accepted by a notification of rejection message.

COLEAD reserves the right to postpone the notification to a later date and will inform the tenderers accordingly.

14. CANCELLATION OF THE TENDER PROCEDURE

In case of cancellation, tenderers will be notified by e-mail.

Cancellation may occur in the following cases:

- when the consultation is unsuccessful, i.e., when no adequate, acceptable offer in terms of (i) quality, (ii) financial and (iii) coverage of the proposed services in relation to the objectives of the contract has been received or when there has been no valid response;



- where the technical or economic elements of the contract have been fundamentally changed;
- when exceptional circumstances, or force majeure, make it impossible to carry out the required services normally;
- where there have been irregularities in the procedure, including the prevention of fair competition.

COLEAD shall in no event be liable for damages of any kind (including damages for loss of profit) or in connection with the cancellation of the procedure.