INSTRUCTION TO TENDERERS

PUBLICATION REFERENCE: CIG Z843922581

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, (available on the internet at this address: http://ec.europa.eu/europeaid/prag/document.do).

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)	N/A	N/A
Information meeting (if any)	N/A	N/A
Deadline for requesting clarification from the contracting authority	02/06/2023	16.30
Last date for the contracting authority to issue clarification	13/06/2023	-
Deadline for submitting tenders	23/06/2023	16.30
Interviews (if any)	N/A	-
Completion date for evaluating technical offers	20/09/2023	-
Notification of award	21/09/2023	-
Contract signature	20/11/2023	-
Start date	20/11/2023	-

The time zone of the country of the contracting authority: Mozambique GMT+ 2 Hours

3. Participation, experts and subcontracting

a) Participation in this tender is an open procedure.

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. (EU restrictive measures), 2.6.10.1.1 (exclusion criteria) or 2.6.10.1.2. (Rejection from a 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 2.6.10.1.1. of the **practical guide** tenderers may be excluded from EU financed procedures and 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) Tenders should be submitted by the same economic operator or consortium that submitted the request to participate form on the basis of which it was short-listed and to which the letter of invitation to tender is addressed. No change whatsoever in the identity or composition of the tenderer is permitted unless a written request has been submitted to the contracting authority and the latter has given its prior approval in writing.

e) Short-listed economic operators or consortia are not allowed to form alliances with any other firms or to subcontract to each other for the purposes of this contract.

f) 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 contain a dispute resolution clause.

g) For the purpose of implementing the contract, subcontracting is the only permitted form of collaboration with firms that have not been short-listed. 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.

   The contracting authority requires that the following critical tasks be performed directly by the tenderer itself or, where the tender is submitted by a group of economic operators, a participant in the group:

   1. Economic and Financial Analysis, Elaboration of Business Model and Architectural Sketch.

h) 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.

i) Subcontractors and capacity providing entities cannot be in any of the exclusion situations listed in Section 2.6.10.1 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.

j) 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.

   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.

k) In the selection of subcontractors and/or other independent contractors, preference shall be given to natural persons, companies or firms of ACP States capable of providing the services required on similar terms.

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 printed literature furnished by the tenderer may be in another official language of the EU. 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 clause 8). Each technical offer and financial offer must contain one original, clearly marked **"Original"**, and One copy, each marked **"Copy"**.

The electronic version of the technical offer must be included with the printed version in the separate envelope in which the technical offer is submitted. The electronic version of the financial offer must be included with the printed version in the separate envelope in which the financial offer is submitted. If there are any discrepancies between the electronic version and the original, printed version, the latter has precedence.

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 4 must be submitted within the deadline for submitting tenders.

The documentary evidence listed in point 5 and 6 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) **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.

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 award letter, the selected tenderer may propose replacements for the key experts under certain conditions (for further information see point 14).]

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

c) A completed **financial identification form** (see Annex VI to the draft contract) to indicate the bank account into which payments should be made if the tender is successful. (If the tenderer has already signed another contract with the European Commission, it may provide instead either its financial identification form number or a copy of the financial identification form provided on that occasion, unless it has changed in the meantime).

d) The **legal entity file** and supporting documents (if the tenderer has already signed another contract with the AICS – Maputo Office it may provide instead either its legal entity number or a copy of the legal entity file provided on that occasion, unless it has changed its legal status in the meantime).

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

(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.

(3) **Key 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.

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 CVs of each of the key experts. Each CV should be no longer than 3 pages and only one CV must be provided for each position identified in the terms of reference. In case of CVs longer than 3 pages, only the first 3 pages will be taken into account. Only the work experience mentioned in the CV will be considered by the evaluation committee. Non-key experts CVs 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 the following documents for any key experts proposed:

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

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) Non key experts may also be instrumental to achieve the contract objectives. However, they are not subject to evaluation by the evaluation committee. Their positions and responsibilities may be defined in Section 6.1.2 of the terms of reference in Annex II to the draft contract.

(5) **To be kept by the tenderer and to be provided upon request (see introductory paragraph under 4.1):** documentary proof or statements required under the law of the country in which the company (or each of the companies for consortia), the subcontractors and the capacity providing entities are effectively established, to show that it is not in any of the exclusion situations listed in Section 2.6.10.1 of the practical guide. This evidence, documents or statements must be dated, no 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.

If the nature of your entity is such that it cannot fall into the exclusion situations and/or cannot provide the documents indicated above (for instance, national public administrations and international organisations), please provide a declaration explaining this situation.

The contracting authority may waive the obligation of any tenderer to submit the documentary evidence referred to above if such evidence has already been submitted for the purposes of another procurement procedure, provided that the issue date of the documents does not exceed one year and that they are still valid. In this case, the tenderer must declare on his/her honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that his/her situation has not changed.

(6) **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 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). For the technical selection criteria, you will only be requested to submit documentary evidence regarding the references that qualified you to be shortlisted.

Where the documentary evidence submitted is in an official language of the European Union other than the one of the procedures, it is strongly recommended to provide a translation into the language of the procedure, in order to facilitate the evaluation of the documents. Documentary proof or statements may be in original or copy. If copies are submitted, the originals must be available to send to the contracting authority upon request.

Tenderers are reminded that the provision of false 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 global-price version of Annex V to part B of this tender dossier. The electronic version of this document 'B8 — Budget for a global-price contract' can be found on the website: http://ec.europa.eu/europeaid/prag/document.do.

The electronic version of the financial offer must be included with the printed version in the separate envelope in which the financial offer is submitted. If there are any discrepancies between the electronic version and the original, printed version, the latter will have precedence.

Tenderers are reminded that the maximum estimated budget available for this contract, as stated in the contract notice, is EUR 350.000,00. Payments under this contract will be made in the currency of the tender.

The applicable tax and customs arrangements are as follows.

There is no (full or partial) tax exemption agreement between the Italian Government – through AICS and Mozambique.

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 90 days after the deadline for submitting tenders or until they have been notified 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 40.

The selected 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 when the contracting authority is required to obtain the recommendation of the panel referred to in Section 2.6.10.1.1 of the practical guide, up to the adoption of that recommendation.

7. Additional information before the deadline for submitting tenders

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

Alberto Giani
Italian Agency for Development Cooperation - Maputo (AICS - Maputo)
E-mail: maputo@aics.gov.it

The contracting authority has no obligation to provide clarification on questions received after 02/06/2023.

Replies will be given no later than 10 days before the deadline for the submission of applications

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.

Any clarification of the tender dossier will be communicated separately in writing to all tenderers within 10 days of receival of the request for clarification until at the latest 10 days before the deadline for submitting.

Questions that may be relevant to other tenderers, together with the answers, will be published on the website of AICS Maputo (https://maputo.aics.gov.it), as the need arises. It is therefore advisable to consult the abovementioned website regularly in order to be informed of the questions and answers published, as well as for further information that the Contracting Authority may deem useful to publish.

No information meeting is planned.

No site visit is planned.

Visits by individual prospective tenderers during the tender period are not organised.

8. Submission of tenders

Tenders must be sent to the contracting authority before 23/06/2023 at 16.30.

They must include the requested documents in clause 4 above and be sent:

EITHER by post or by courier service, in which case the evidence shall be constituted by the postmark or the date of the deposit slip[1], to:

Rua Damião de Góis 381, 1100, Maputo

OR hand delivered by the participant in person or by an agent **directly** to the premises of the contracting authority in return for a **signed and dated receipt**, in which case the evidence shall be constituted by this acknowledgement of receipt, to:

Rua Damião de Góis 381, 1100, Maputo –

Opening Hours: Mon to Thu: 8.00 – 16.00

Fri: 8.00 – 13.30

The contracting authority may, for reasons of administrative efficiency, reject any request to participate or tender submitted on time to the postal service but received, for any reason beyond the contracting authority's control, after the effective date of approval of the short-list report or of the evaluation report, if accepting requests to participate or tenders that were submitted on time but arrived late would considerably delay the evaluation procedure or jeopardise decisions already taken and notified.

Tenders must be submitted using the double envelope system, i.e. in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words '**Envelope A — Technical offer'** and the other '**Envelope B — Financial offer'**. All parts of the tender other than the financial offer must be submitted in Envelope A (i.e. including the tender submission form, statements of exclusivity and availability of the key experts and declarations).

The outer envelope should provide the following information:

a) the address for submitting tenders indicated above;

b) the reference code of the tender procedure (CIG Z843922581);

c) the words 'Not to be opened before the tender-opening session';

d) the name of the tenderer.

Each envelope must include an index of its contents. The pages of the technical and financial offers must be numbered.

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 outer envelope (and the relevant inner envelope) must be marked '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

[1] It is recommended to use registered mail in case the postmark would not be readable.

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/ePRAG)

12.1.1. Interviews

No interviews are foreseen.

12.2. Evaluation of financial offers

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

12.3. Choice of selected tenderer

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

12.4. 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 European Anti-Fraud Office, the European Public Prosecutor's Office and the European Court of Auditors.

13. Ethics clauses and code of conduct

a) 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.

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

The tenderer and its personnel must comply with human rights and applicable data protection rules. 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, abuse and harassment:

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.

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 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.

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 permanently excluded from receiving EU funds

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.

14. Signature of contract(s)

14.1. Notification of award

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

The successful tenderer shall then confirm availability or unavailability of their key-experts within 5 days from the date of the notification of award.

In case of unavailability the tenderer will be allowed to propose replacement key-expert(s). The successful tenderer shall give due justification for the change of a key-expert but the acceptance will not be limited to specific cases. Several replacement key-experts may be proposed but only one time-period of 15 days from the date of the notification of award 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 proposed in the tender. It must be emphasised that the minimum requirements for each evaluation criteria must be met by the replacement expert.

If replacement key-experts are not proposed within 15 days or if the 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 award the contract to the second best technically compliant tenderer (also giving them a chance to replace a key-expert should he/she not be available

Should the contracting authority learn that a tenderer has confirmed the availability of a key expert and signed the contract 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 terminate the contract on the basis of article 36.2 (m) of the general conditions.

It is reminded that the tenderer/contractor may also be subject to administrative and financial penalties foreseen in article 10.2 of the general conditions for service contracts. Furthermore it may lead to a tenderer's /contractor's exclusion from other contracts funded by the European Union.

14.2. Signature of the contract(s)

Within 30 days of receipt of the contract already signed by the contracting authority, the selected tenderer shall sign and date the contract and return it to the contracting authority.

Failure of the selected tenderer to comply with this requirement may constitute grounds for annulling the decision to award the contract. In this event, the contracting authority may award the tender to another tenderer or cancel the tender procedure.

The other tenderers will, at the same time as the notification of award is submitted, be informed that their tenders were not retained, by electronic means or standard letter, including an indication of the relative weaknesses of their tender by way of a comparative table of the scores for the winning tender and the unsuccessful tender. The second-best tenderer is informed of the notification of award to the successful tenderer with the reservation of the possibility to receive a notification of award in case of inability to sign the contract with the first ranked tenderer. The second tenderer may refuse the award of the contract if, when receiving a notification of award, the 90 days of validity of their tender has expired.

The contracting authority will furthermore, at the same time, also inform the remaining unsuccessful tenderers of the outcome of the procurement procedure and, as a consequence of these letters, the validity of their offers shall not be retained.

The corresponding contract award notice will be published on the AICS website: https://maputo.aics.gov.it/

15. Cancellation of the tender procedure

In the event of cancellation of the tender procedure, the contracting authority will notify tenderers of the cancellation.

If the tender procedure is cancelled before the outer envelope of any tender has been opened, the unopened and sealed envelopes will be returned to the tenderers.

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. See Section 2.12. of the practical guide.

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 AICS, 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 AICS and the Partner Country without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law.

18. Early detection and exclusion system

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in

the early detection and exclusion system, and communicated to the persons and entities concerned in relation to the award or the execution of a procurement contract.