

**COUNCIL OF EUROPE DEVELOPMENT BANK**

**PUBLIC CALL FOR TENDERS**

N°2020/13/CEB/TAM/P-CS

**PROVISION OF ACCESS TO ONLINE LEARNING CONTENT**

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**Instructions to tenderers**  
*worth*  
**Contract Notice**  
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**Deadline for submissions: 15 October 2021, noon (Paris time zone)**

## Instructions to tenderers

This document defines the procedure for the submission of offers.

### Article 1. Presentation of the Council of Europe Development Bank

The CEB is a multilateral development bank. Its mission is to strengthen social integration in Europe. It does so by providing financing and technical expertise for projects with a high social impact in its member states. The Bank provides loans mainly to public authorities and to financial intermediaries such as banks or microfinance institutions.

The CEB supports socially oriented investment projects through three sectoral lines of action, namely:

- Sustainable and inclusive growth
- Integration of refugees, displaced persons and migrants
- Climate action: developing adaptation and mitigation measures

In 2020, the Bank approved close to EUR 6 billion in loans of which EUR 3.1 billion COVID-19.

At the end of 2020, the Bank employed 209 staff members of 33 nationalities, based in Paris at the following official address: 55 Avenue Kléber, FR-75116 Paris, France. The CEB has opened a project office in Ankara, Turkey where 6 staff members work on a 4-year project as of spring 2021.

The two official languages are English and French.

The Bank has 4 Elected Officials with one Governor and three Vice-Governors.

The Bank has 11 entities directly attached to the Governor of which 8 are organised as Directorates with 2 to 5 Divisions each.

The CEB has 42 member states who are the Bank's shareholders. All countries that are members of the Council of Europe are eligible to join the CEB.

Currently, the 42 member states of the CEB are:

Andorra	Albania *	Belgium	Bosnia and Herzegovina *
Bulgaria *	Croatia *	Cyprus *	Czech Republic *
Denmark	Estonia *	Finland	France
Georgia *	Germany	Greece	Holy See
Hungary *	Iceland	Ireland	Italy
Kosovo *	Latvia *	Liechtenstein	Lithuania *
Luxembourg	Malta *	Montenegro *	Netherlands
Norway	Poland *	Portugal	Republic of Moldova *
Romania *	San Marino	Serbia *	Slovak Republic *
Slovenia *	Spain	Sweden	Switzerland
North Macedonia *	Turkey *		

\*Target countries: The Bank provides increased support to this group of 22 "target countries" in Central, Eastern and South-Eastern Europe.

## **Article 2. Purpose of the Call for Tender**

### **2.1 Scope of the assignment**

The services required by the CEB are described in the Terms of Reference.

### **2.2 Division of the tender into Lots**

Not applicable.

### **2.3 Restrictions for participation**

Any tenderer and/or proposed expert, having been hired to provide services for the preparation of the procurement procedure, such as the development and/or drafting of Terms of Reference and/or other procurement documents, shall be disqualified from submitting a tender and participating in the selection process for the present tender.

The fairness and transparency in the procurement procedure require that tenderers and their proposed experts competing for the tender do not derive a competitive advantage from having provided previous consulting services related to the tender in question.

### **2.4 Exclusion criteria**

The CEB, as a rule, requires suppliers to comply with the highest ethical standards during the selection procedure and contract execution. In accordance with these principles, the CEB:

- 1) shall reject a supplier's tender where it establishes that the supplier engaged in corrupt, fraudulent, coercive or collusive practices to obtain the award of the contract;
- 2) shall reject a supplier's tender where it is aware that the supplier has been convicted by a final court decision of one of the following: fraud, corruption, money laundering, participation in a criminal organisation or any other unlawful activity;
- 3) may reject a supplier's tender where the latter:
  - a) is subject to bankruptcy or is being wound up, has suspended his business activities or is having his affairs administered by the courts, has entered into an arrangement with creditors, or is in any analogous situation arising from a similar procedure under national laws or regulations;
  - b) has been convicted of an offence concerning his professional conduct by a judgement which has the force of res judicata;
  - c) has been guilty of grave professional misconduct established by any means available to the CEB;
  - d) has not fulfilled obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the country in which the supplier is established or those of the country where the contract is to be performed;
  - e) following another tender procedure, has been declared by a court or an arbitration tribunal to be in serious breach of contract for failure to comply with his contractual obligations;
  - f) has been cross debarred by the Multilateral Development Banks having signed the Agreement for Mutual Enforcement of Debarment Decisions dated 9 April 2010;
  - g) is guilty of misrepresentation in supplying the information requested by the CEB.

As part of their offer, interested tenderers need to submit documentary proof or statements required under the law of the country in which the company (or each of the companies for consortia) is effectively established, to show that it is not in any of the exclusion situations listed in sections a), b), c) and d) above. 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 the 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), a declaration explaining this situation should be provided.

## 2.5 Tender modality

This is a public call for tenders.

## 2.6 Budget

The estimated annual budget is 30 K€.

## 2.7 Contract duration

The initial contract will be concluded for a period of three (3) years and may be extended two times, subject to performance, for a maximum period of one (1) year, without exceeding a total period of five (5) years.

## 2.8 Provisional timetable

Deadline for request for any clarifications from the CEB	4 October 2021 noon <sup>1</sup>
Last date on which clarifications are issued by the CEB	8 October 2021
Deadline for submission of tenders	15 October 2021 noon
Interviews	4 & 5 November 2021
Notification of award	From 18 November 2021
Signature of contract	From 7 December 2021

<sup>1</sup> All times are in the Paris time zone

### Article 3. Eligibility criteria and admissibility

Not applicable.

### Article 4. Selection of tenderers

Companies interested in this call for tenders must submit the Pre-qualification questionnaire form (PQQ) duly completed, dated and signed by the person authorised to commit the company.

This call for tenders is open to all candidates that fulfil the pre-qualification criteria.

Tenderers responding negatively to one or more "required" criteria will have their bid deemed non-compliant with our specifications and rejected. Only those tenderers that meet the aforementioned pre-qualification criteria will have their offer evaluated.

### Article 5. JV or Consortium

The JV or Consortium must collectively meet the administrative requirements of the tender mentioned in Article 4. Each partner must also meet these requirements individually. All group members are jointly and severally liable for the performance of the contract. The group will be represented by a single candidate who will act as sole representative of the group.

## Article 6. Tendering conditions

### 6.1 Composition of the tender file

The tender file includes:

- Instructions to tenderers;
- Annexes:
  - *Terms of Reference;*
  - *Evaluation grid;*
  - *Scenario form;*
  - *Pre-Qualification Questionnaire form;*
  - *Third Party Processor Checklist (GDPR);*
  - *Draft contract with Annexes;*
  - *Contract acceptance form;*
  - *Code of conduct form;*
  - *Statement of integrity form.*

### 6.2 How to obtain the Tender File?

Tenderers interested in the tender should address their request to the Procurement Division of the CEB only by email to the following address: [tenders@coebank.org](mailto:tenders@coebank.org) by indicating in the subject of their email the following reference: *Call for Tenders [2020-13-CEB-TAMP-P-CS\_Online Learning Content]* before **Friday 15 October 2021**. The CEB Procurement Division will then forward the Tender Dossier including the Terms of Reference, the Draft Contract and the administrative documents to be submitted.

### 6.3 Tenders

Documents shall be presented in English.

Any written communications during the procurement procedure will be in English.

All tenders submitted shall be regarded as contractually binding for the tenderer and the tenderer shall consequently date and sign the documents mentioned above, as well as any support document (including its financial proposal), and initial each page of each document.

The tender must comprise a **Technical offer** and a **Financial offer** and these must be submitted in separate documents (see Article 7.1). Failure to respect the requirements in aforementioned article will constitute a formal error and may result in the rejection of the tender.

Tender prices shall cover all costs necessary for the full completion of the assignment (fees, insurance, travel, accommodation, etc.) as defined by the Terms of Reference and the CEB Draft Contract with Annexes.

### 6.4 Duration of tender validity

The validity duration for tenders is **ninety (90) days** from the deadline for submission of offers.

### 6.5 Additional information before the deadline for submission of tenders

If the CEB, either on its own initiative or in response to the request of a candidate, provides additional information on the tender dossier, it shall send such information in writing to all other candidates at the same time.

All contact between the CEB and the candidates taking part in this call for tender will be done through the email address: [tenders@coebank.org](mailto:tenders@coebank.org).

**Please note that due to summer leave, no response or communication will be made by the CEB before September 1, 2021.**

Tenderers may submit questions in writing until **Monday 4 October 2021, noon**, through the above-mentioned email.

The CEB has no obligation to provide clarifications to questions submitted after this date.

Any prospective tenderers seeking to arrange individual meetings with the CEB concerning this tender during the tender period may be excluded from the tender procedure.

Any clarification on the tender dossier will be communicated simultaneously in writing to all tenderers at the latest by **Friday 8 October 2021**.

No information meeting is foreseen. No site visit is foreseen. Visits by individual prospective tenderers during the tender period cannot be organised.

## **6.6 Acceptance and rejection of tenders**

The CEB reserves the right:

- to accept or reject non-substantive defects that might affect tenders;
- to reject tenders received after the submission deadline without any penalty or justification.

## **6.7 Modification or cancellation of the call for tenders**

The CEB reserves the right to modify or cancel all or part of the call for tenders as necessary, without having to justify its action. This shall not entail any right to compensation.

## **6.8 Extension of the tender submission date**

The CEB may, at its discretion, extend the deadline set for the submission of tenders, in which case all of the rights and obligations of the CEB and the tenderers shall be governed by the new deadline.

## **6.9 Confidentiality**

The entire evaluation procedure is confidential. The call for tenders and all information communicated to the candidate within the context of this call for tender and the assignment are confidential.

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, in particular, are for official use only and may be communicated neither to the tenderers nor to any party other than the CEB.

## **Article 7. Presentation, submission, conditions and content of tenders**

### **7.1 Presentation and submission conditions**

**Tenders must be submitted to the addressee by the means and by the deadline indicated below:**

Tenders must be submitted by e-mail to [tenders@coebank.org](mailto:tenders@coebank.org), **before Friday 15 October 2021, noon**, Paris time.

The file will be transmitted as a single attachment in an archive in ZIP format. The documents included in the offers will be provided in Word, PDF or Excel format.

The tender dossier must contain two (2) separate sub-dossiers, the first for the technical proposal and the second for the financial bid, respectively named **“Technical offer”** and **“Financial offer”**.

Any tender received by the CEB after the deadline for submission of tenders shall be declared late and rejected.

## 7.2 Content of the tender

### 7.2.1 General information

The tenderer must provide:

- a) The present document (Instructions to tenderers) signed accepting all elements of the tender as contractually binding;
- b) All certificates identifying the tenderer, including its name, address, registration number (SIRET number if French company), legal form, fields of activity, professional insurance and any other documents which it may deem relevant. This includes as well the documents referred to in section 2.3 above).
- c) An official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company is duly authorized to do so.
- d) Technical offer (as described in section 7.2.2 below);
- e) Financial offer (as described in section 7.2.3 below) including the **Scenario Form** completed and signed;
- f) **Pre-Qualification Questionnaire (PQQ)** completed and signed;
- g) **Third Party Processor Checklist (GDPR)** completed and signed;
- h) **Contract acceptance form** completed and signed (as described in section 8 below);
- i) **Code of conduct form** signed;
- j) **Statement of Integrity form** completed and signed.

All documents must be written in English.

### 7.2.2 Technical offer

The tenderer's technical proposal must meet all the technical requirements set out in the ToR, the tender evaluation criteria (see **Evaluation Grid**).

The tenderer must provide :

- **A technical brief/memo** describing at least the following evaluation elements:
  - Methodology and pedagogical approach;
  - Services & Functionalities of the platform;
  - Organization and Operation of User Support;
  - Services for HR monitoring (dashboard, ...);
  - Policy and procedures implemented to guarantee the protection of personal data.

- [A free access to the platform:](#)

In order to allow the committee to test the services and the online learning platform, the tenderer must provide free access for the Technical Evaluation Committee for a maximum period of one month from October 15<sup>th</sup>, 2021. The modalities of access to the platform will be attached to its offer.

The evaluation of the technical offer will be conducted on the basis of the criteria indicated in the ***Evaluation grid***.

The technical offer can be submitted by the tenderer in a free format.

### **7.2.3 Financial offer**

The Financial offer must be presented in Euro (excluding VAT) and the tenderer [must provide the overall cost of the scenario](#) by filling the ***Scenario Form*** and must provide [the detailed breakdown of their tender price](#) for this scenario.

The financial offer can be submitted by the tenderer in a free format (word, excel, pdf) entitled “financial offer”.

The cost of any items essential to the performance of the contract but not identified in the tender shall be borne by the tenderer.

The Tenderer is solely and fully responsible for Value Added Tax (VAT) and any other applicable taxes, fees and duties charged on the Services. The Tenderer shall determine on its own responsibility: (i) the place of taxation of the Services, taking into account that the CEB is a non-taxable person for VAT purposes; and (ii) the applicable VAT system for the Services (taxable, refunded or exempt).

The Tenderer shall not invoice or charge the CEB for any VAT, taxes, fees or duties, unless: (a) previously indicated in the tender; and (b) required to do so by the relevant national authorities after consideration of: (i) the privileges and immunities accorded to the CEB by its Member States; and (ii) the exemption from VAT in the territory of the European Union through Article 151 of EU Directive 2006/112/EC.

Should the tender feature any erroneous assessment on the taxation of the Services (especially regarding the place of taxation of the Services for VAT purposes), or should the selected Tenderer not complete all formalities required to allow the CEB to benefit from an applicable exemption or refund, the invoiced amount shall be the Contract Price as per Article 4 of the Draft Contract. In this respect, if VAT is applicable, the Contractor is liable for payment of VAT to the relevant tax authorities. The CEB does not assume any contractual liability arising from any tax audit of the Contractor.

### **7.3 Alteration or withdrawal of tenders**

Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline.

Any such notification of alteration or withdrawal shall be prepared and submitted in accordance with Article 4.1.



## 7.4 Costs for preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender shall be reimbursed. All such costs shall be borne by the tenderer.

## 7.5 Ownership of tenders

The CEB retains ownership of all tenders received under this tendering procedure. Consequently, tenderers have no right to have their proposal returned to them.

## 7.6 Additional services

The CEB may call upon the selected suppliers to acquire additional services, under conditions defined by mutual agreement with the latter.

## Article 8. Compliance with the CEB Draft Contract

The tenderer must send the **Contract acceptance form** with his offer, indicating the option chosen.

**The CEB will not accept amendments proposed subsequently to the closing date of the tender.**

## Article 9. Evaluation of offers

### 9.1 Evaluation of Technical offers

The quality of each technical offer will be evaluated in accordance with the award criteria and the associated weighting as detailed in the **Evaluation Grid** attached to this tender dossier. No other award criteria will be used. The award criteria will be examined in accordance with the requirements as indicated in section 7.2.2 of the Instruction of this document and the **Terms of Reference** of this tender dossier.

The evaluation of the technical offers (Phase 1) will follow the following procedure:

The Evaluation Committee examines the Technical Offers, the Financial offers remaining secret.

When evaluating Technical Offers, each member of the Committee awards each offer a score in accordance with the evaluation grid laid down in the tender dossier.

The Evaluation Committee members will apply the technical evaluation criteria listed in the evaluation grid. Under no circumstances may the Committee or its members change the technical evaluation grid communicated to the tenderers in the tender dossier.

Each voting member of the Committee completes an evaluation grid to record his/her assessment of each technical offer in order to establish a general appreciation of strengths and weaknesses of the individual technical offers.

The technical offer will be evaluated on the basis of the following scale:

Scoring of each sub-criterion from 0 to 5 (0 being considered the lowest score and 5 the highest), as follows:

- 0 = Unacceptable Response – No information provided or response does not address the requirement.

- 1 = Poor response – The response contains material omissions and / or is supported by limited evidence / examples. Concerns that the organisation does not have the potential to deliver / that they have failed to meet a reasonable standard.
- 2 = Fair response – There is adequate detail / supporting examples giving a reasonable level of confidence in the Tenderer’s experience and ability. The Tenderer appears to have the potential to deliver as required / has met a reasonable standard and there are only minor concerns about the Tenderer’s experience.
- 3 = Good Response – The level of detail / supporting examples gives a high level of confidence in the Tenderer’s experience and ability. The Tenderer clearly has the potential to deliver and / or has clearly met an acceptable standard.
- 4 = Excellent Response – A comprehensive well evidenced submission, clearly demonstrating expertise and knowledge incorporating some value-added benefits attributes & other points of innovation. The bid is deemed to offer little risk and fully captures the understanding of the steps involved to deliver aspects of the service which can be related to the question posed, giving a high level of confidence in the Tenderer’s experience and ability.
- 5 = Exceptional Response – A comprehensive and exceptionally evidenced submission that substantially exceeds the expectations of the requirement and offers significant additional benefits. Submission clearly demonstrates exceptional expertise and knowledge incorporating value added benefits/ & other points of innovation. The bid is deemed to offer well identified risks and a mitigation of these put forward and fully captures the understanding of the steps involved to deliver all the aspects of the service and is directly relatable to the question posed, giving an exceptionally high level of confidence in the Tenderer’s experience and ability.

The Secretary of the Evaluation Committee calculates the aggregate final score, which is the arithmetical average of the individual final scores.

At the end of the technical evaluation (Phase 1), a provisional ranking will be established on 90% of the final technical score and the 3 best candidates will be invited to present their technical offer during an interview (Phase 2) of seventy-five (75) minutes.

If, in the event of a tie, more than 3 candidates are among the best technical offers, then the other best candidates will also be invited to participate in the interviews. Unsuccessful candidates will not participate in the interviews and will not have their financial offer opened and evaluated.

Please note that the **interviews** of the shortlisted candidates should take place on November 4 and 5, 2021 and most likely by videoconference (Zoom).

Upon completion of the technical evaluation (Phase 1) and the interviews (Phase 2), a final ranking of the technical offers will be established, among the shortlisted offers. The best technical offer is awarded 100 points. The other tenders receive points calculated using the following formula:

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

## 9.2 Evaluation of Financial offers

Upon completion of the technical evaluation (Phase 1 & 2), the electronic files containing the financial offers for tenders will be opened.

Any arithmetical errors are corrected without penalty to the Tenderer.

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

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

When evaluating the offers the Evaluation Committee compares only the bid price (the overall cost of the scenario).

Tenderers may be asked for clarification where the offer is not sufficiently clear and will need to be clarified or its content supplemented.

### 9.3 Choice of selected tender

The best value for money is established by weighing the technical offer against the financial offer on a **70/30** basis.

## Article 10. Negotiation

When necessary, a negotiation phase may be initiated following the analysis of the offers.

## Article 11. Ethic clauses / Corruptive practices

- a) Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation Committee or the CEB during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender.
- b) The tenderer must not be affected by any conflict of interest and shall have no equivalent relation in that respect with other tenderers or parties involved in the project.
- c) The CEB reserves the right to suspend or cancel the Contract if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract. For the purposes of this provision, refer to the CEB policy on Compliance which can be found at [www.coebank.org](http://www.coebank.org).
- d) The CEB reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, the CEB may refrain from concluding the Contract.

## Article 12. Notification of award

The successful tenderer(s) will be informed in writing that its/their tender(s) has/ have been accepted.

The CEB will furthermore, at the same time, inform the remaining unsuccessful tenderers. A standstill period of ten (10) days will be applied during which tenderers which can seek clarifications on the evaluation of their tender or submit complaints in writing, if they consider that they have not been adequately evaluated.

## Article 13. Signature of the contract

Upon receipt of a contract from CEB, the selected tenderer shall sign and date the contract and return it to the CEB within 5 days.

Failure of the selected tenderer to comply with this requirement may constitute grounds for the annulment of the decision to award the contract. In such a case, the CEB may award the tender to another tenderer or cancel the tender procedure.

It is expected that the signing of the contract will be done electronically via the DocuSign tool.

#### **Article 14. Cancellation of the tender procedure**

In the event of cancellation of the tender procedure, tenderers will be notified by the CEB.

Cancellation may occur when:

- the tender procedure has been unsuccessful, i.e., no qualitatively or financially worthwhile tender has been received or there is no valid response at all;
- the economic or technical data of the project have fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the contract impossible;
- 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 shall the CEB 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 CEB has been advised of the possibility of damages.

Read and approved as contractually binding

On

At

Signature of an authorised representative of the tenderer and stamp of the tenderer