

**COUNCIL OF EUROPE DEVELOPMENT BANK**

**PUBLIC CALL FOR TENDERS**

N°2023-02/CEB/TAM/P-CS

PROVISION OF AN INTEGRATED NOSTRO ACCOUNT RECONCILIATION TOOL  
AND ASSOCIATED SERVICES

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**Instructions to Tenderers**

*Worth*

***Contract Notice***

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**Deadline for submissions: 02 June 2023, 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 Council of Europe Development Bank (CEB) is a multilateral development bank with an exclusively social mandate. Its mission is to strengthen social cohesion 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 2022, the Bank approved 36 projects worth EUR 4.2 billion.

At the end of 2022, the Bank employed 211 permanent staff members of 33 nationalities, all based in Paris at the following official address: FR-55 Avenue Kléber, 75116 Paris, France. In addition, 5 locally hired staff were based in CEB Project Office based in Ankara, Türkiye.

The official languages of the Bank are English and French.

### Article 2. Purpose of this assignment

#### 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 declare that **they are in a position 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. **The evidence will be required only from the companies or consortium members that will be selected through the tender.** 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 approximate budget for the acquisition of the solution and its implementation is about 80 K€ (excluding annual maintenance).

## 2.7 Contract duration

The Contract shall be concluded for a period of four (4) years and may be extended, subject to performance, for further periods of one (1) year by tacit agreement.

The CEB reserves the right to extend the Contract for new services consisting of a repetition of services similar to those included in the Contract. In this case, the duration and the amount of the new contract shall never exceed the duration and the amount of the initial contract.

## 2.8 Provisional timetable

Deadline for request for any clarifications from the CEB	22 May 2023 noon
Last date on which clarifications are issued by the CEB	23 May 2023
<b>Deadline for submission of tenders</b>	<b>02 June 2023 noon</b> (Paris time zone)
Interviews	13 June 2023
Notification of award	19 June 2023
Signature of Contract	From 30 June 2023

### Article 3. Pre-qualification criteria

The Tender submission from (Annex) includes the Pre-qualification criteria set by CEB in order to assess the Tenderers in terms of their technical knowledge and experience, capability/capacity, organisational and financial standing. In order to be selected, Tenderers will be required to demonstrate that they fulfil the following selection criteria:

#### 1. Professional capacity, qualifications and experience:

##### a) General prior experience:

The Tenderer must demonstrate relevant experience in the provision of services similar to the services set out in the Terms of Reference:

→ *Minimum three (3) examples of similar services provided (in scope and complexity) completed in the last three (3) years*

##### b) Qualifications of the experts:

The Tenderer must demonstrate the ability to provide an Experienced Team of a Project Manager and suitable subject matter experts/consultants:

→ *by giving examples of CVs of Project Manager and suitable subject matter experts/consultants, demonstrating the expertise and experience in the areas relevant for the tender, as per Article 2.4. of the Terms of Reference*

→ *with at least one professional experience working for a company or an international organisation in a context similar to that of the CEB*

#### 2. Financial capacity:

a) **Turnover:** *The Tenderer must have a minimum turnover of at least 800,000 EUR/year over the last 3 financial years;*

b) **Profit/loss before taxes:** *The Tenderer must have a positive result for at least 3 years over the last 5 years;*

c) **Solvency:** *The Tenderer must have a financial capacity to provide the required service;*  
*NB: This is proven by the solvency certificate - a document signed by the Tenderer's bank certifying the financial situation and the existence of an active bank account in their establishment.*

### Article 4. Selection of tenderers

This call for tenders is open to all candidates as per the pre-qualification criteria indicated in Article 3.

Only those tenderers that meet the aforementioned pre-qualification criteria will have their offer evaluated.

Technical & financial offers submitted by the Tenderers that do not meet the pre-qualification criteria will not be evaluated and opened by the CEB.

## Article 5. Joint Venture (JV) or Consortium

The JV or Consortium may collectively meet the requirements of the tender. Each partner must individually not fall into the exclusion situations listed under Article 2.3. 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 and its annex (Annex 1\_Submission Grid);*
  - *Evaluation grid;*
  - *Tender submission form;*
  - *Financial offer form;*
  - *Draft Contract with Annexes;*
  - *Contract acceptance form;*
  - *Code of conduct form;*
  - *Statement of integrity form.*

### 6.2 Tenders

Documents shall be presented in English or French.

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

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.

### 6.3 Duration of tender validity

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

### 6.4 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 tenders will be made via the e-procurement platform VORTAL by using the following link:

Platform's link: <https://community.vortal.biz/sts/Login?SkinName=councileuropedevelopmentbank>

Tenderers may submit questions in writing until **22 May 2023**, 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 **23 May 2023**.

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

## **6.5 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.

## **6.6 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.

## **6.7 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.

## **6.8 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 on the e-procurement platform (VORTAL) **before Friday 02 June 2023, noon**, Paris time.

*Platform's link:* <https://community.vortal.biz/sts/Login?SkinName=councileuropedevdevelopmentbank>

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 offer and the second for the Financial offer, respectively named "**Technical offer**" and "**Financial offer**".

The proof of the successful submission of the offer via e-procurement platform is the message received in the mailbox, in the category "Receipts" and an email with offer submission confirmation sent to the registered e-mail address.

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. The documents referred to in Article 2.4 above have to be submitted as well.
- c) A signed declaration of the legal entity identified in the tender submission form, using the format attached called **Tender submission form**;
- d) 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 authorized to do so.
- e) Technical offer and the **Annex 1\_Submission Grid** completed (as described in Article 7.2.2 below);
- f) Financial offer (as described in Article 7.2.3 below);
- g) **Terms of Reference** - signed;
- h) **Contract acceptance form** - completed and signed, as described in Article 6 below;
- i) **Code of conduct form** - signed, and
- j) **Statement of Integrity form** - completed and signed – to be submitted for each JV/Consortium's member.

### 7.2.2 Technical offer

The Technical offer must include the following elements:

#### (1) A **Tender submission form** including:

- A signed **Tender declaration** of the legal entity identified in Tender submission form, using the format attached to **the Tenderer submission form**.
- Duly **authorised signature**: an authorised representative of the company shall sign the original submission letters in the required format for both the Technical offer and, the Financial offer and shall initial all pages of both. The person that signs the tender submission form should be the one identified in the official document referred to in Article 7.2.1.d) above, or, alternatively, a person authorized by the latter in the form of a written power of attorney attached to the Technical offer.

## **(2) Organisation and methodology**

Tenderers should draw up an “Organisation & Methodology” note, including but not limited to the following points:

- An outline of the approach proposed for contract implementation.
- A list of the proposed activities and resources on/ off-site considered to be necessary to achieve the contract objectives.
- The related inputs and outputs.
- Time table of activities:
  - The timing, sequence and duration of the proposed activities;
  - The identification and timing of major milestones in execution of the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the **Terms of Reference**.

The Organisation and methodology note can be submitted by the tenderer in a free format.

## **(3) Past experience of the Tenderer**

- A statement of the tenderer’s qualifications, experience and the tenderer’s client references highlighting similar activities to those described in the terms of reference using the **Tenderer submission form**;
- Curriculum Vitae of key profiles.

## **(4) Submission Grid (Annex 1)**

Tenderers should complete the table by providing their answers to questions to all sections by filling in the answer column and providing additional information in the comment field if needed.

The evaluation of the technical offer will be conducted on the basis of the criteria indicated in the **Evaluation grid** [ref. 2023-02-CEB-TAM-P-CS\_Nostro Reconciliation Tool\_(Eval. Grid)].

The technical offer can be submitted by the tenderer in a free format, in a file not exceeding approx. 10Mo.

### **7.2.3 Financial offer**

The Financial offer must be presented in Euro (excluding VAT) and must include the following documents:

- Financial offer (must be made using the form: **Financial offer form** [ref. 2023-02-CEB-TAM-P-CS\_Nostro Reconciliation Tool\_(Financial Offer)]);
- Budget breakdown for the tool, implementation, maintenance, support and training costs (all the details of each service can be provided in free format).

The Financial offer form, duly completed and signed, should be submitted as a separate file.

The cost of any element essential to the execution 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, considering 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 7.1.

### 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.

## Article 8. Compliance with the CEB Draft Contract

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

**The CEB will not accept amendments proposed after 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 Article 7.2.2 of this document and the **Terms of Reference** of this tender dossier.

The evaluation of the technical offers will follow the following procedure:

- i. The Evaluation Committee examines the Technical offers, the Financial offers remaining secret.
- ii. 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.
- iii. 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.

- iv. 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.
- v. The Secretary of the Evaluation Committee calculates the aggregate final score, which is the arithmetical average of the individual final scores.
- vi. Clarifications can be requested from the Tenderers should the offer submitted not be clear enough and precisions would be needed.

The Technical offer will be evaluated based on the following scale:

Scoring of each sub-criterion on a scale of 0 (being the lowest score) to 5 (being the highest score) as follows:

- 0 = Offer does not include evidence on this criterion
- 1 = Offer responds insufficiently to this criterion
- 2 = Offer responds only partially sufficiently to this criterion
- 3 = Offer responds satisfactorily to this criterion
- 4 = Offer responds very well to this criterion
- 5 = Offer responds in an excellent manner to this criterion

The Technical offer with the highest final score is awarded 100 points, while the other tenders receive points calculated using the following formula:

$$\text{Technical score} = \frac{\text{Final score of the Technical offer in question}}{\text{Final score of the best Technical offer}} \times 100$$

## 9.2 Interviews and demonstration of the tool

Following the technical evaluation of the offers received, the three (3) best candidates will be invited to present their offer and make demonstration of their tool during an interview of one hour and a half, which will take place on **13 June 2023** and for which the organisational details will be communicated later.

In case of an ex aequo, the CEB reserves the right to invite additional candidates to the interviews.

## 9.3 Evaluation of Financial offers

Upon completion of the technical evaluation, the electronic files containing the Financial offers for tenders will be opened.

Any arithmetical errors will be corrected without penalty to the Tenderer.

The Financial offer with the lowest offered price receives **100 points**. The others are awarded points calculated using the following formula:

$$\text{Financial score} = \frac{\text{Lowest fee}}{\text{Total fee of the tender being considered}} \times 100$$

When evaluating the offers the Evaluation Committee compares only the bid price (the total fees).

## 9.4 Choice of selected tender

The best value for money is established by weighing the technical offer against the financial offer on an 80/20 basis.

## Article 10. Confidentiality

The entire evaluation procedure is 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 11. Ethics 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. Negotiation

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

## Article 14. Signature of the Contract

Upon receipt of the Contract from CEB, the selected tenderer shall sign and date the Contract and return it to the CEB within five (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.

The Signature of the Contract is foreseen to be done electronically via the tool *DocuSign*.

## Article 15. 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