



Guidelines for the procurement of Services, Goods and Works for the CEB's own account

PROCUREMENT GUIDELINES

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1. GENERAL PROVISIONS

1.1. *Scope*

- 1.1.1.** These Guidelines outline the general principles that the Council of Europe Development Bank (hereinafter the “CEB” or “Bank”) follows in the procurement of Services, Goods and Works, for its own account, either financed by the Bank’s own funds or by other sources of funds, for which the CEB has concluded a Contract that requires the application of the CEB’s Guidelines. Procurement refers to the overall process of acquiring Services, Goods and Works through purchase, lease or subscription, from the initial identification of needs, through solicitation, Contract Award, Contract management, to the completion of the Contract.
- 1.1.2.** The Guidelines do not accordingly cover procurement carried out by recipients of CEB financing, for which separate Guidelines exist.
- 1.1.3.** The following Contracts signed by the CEB are not governed by these Guidelines:
1. Financial services in connection with the issue, sale, purchase or transfer of securities or other financial instruments, in particular transactions by the CEB to raise money or capital, and central bank services;
 2. Employment contracts concluded between the CEB and its staff;
 3. Personnel placement and supply services;
 4. Arbitration and conciliation services;
 5. Legal services; and
 6. Services based on a Memorandum of Understanding or a similar framework that the CEB has established with one or more International Organisations.
- 1.1.4.** Procedural aspects to ensure the correct implementation of these Guidelines are outlined in the Procedural Framework for the Procurement of Services, Goods and Works for the CEB’s own account (hereinafter the “Procedural Framework” or “Framework”), which is established and updated by the CEB’s Governor through a Rule. The Guidelines and Framework may be supplemented, as necessary, by a Procurement Manual, to provide operational guidance and safeguard the correct implementation of procurement procedures for the CEB’s own account.

1.2. *Key Terms*

- 1.2.1.** In these Guidelines the following terms shall have the meanings indicated below (alphabetic order):
- Candidate(s) are any economic operators (natural or legal persons) expressing their interest in participating in an Expression of Interest (“EOI”), a two-stage Public call for Tenders, a Competitive Procedure with Negotiation or a Competitive Dialogue.
 - Competitive Dialogue is a procedure whereby the CEB conducts a dialogue with the Candidates admitted to that procedure, with the aim of developing one or more suitable alternatives capable of meeting the CEB’s requirements, and on the basis of which the selected Candidates are invited to submit final Offers.
 - Competitive Procedure with Negotiation is a procedure whereby the CEB conducts a procedure with the Candidates admitted to the procedure, receives initial Offers and may enter into negotiations with the Candidates in respect to their Offers. A Contract may be awarded on the basis of the initial Offer with or without negotiations, depending on what was indicated in the Contract Notice and the initial Offers received.
 - Contract Amount is the total projected monetary value of a Contract at the time of the initial award or by cumulation, expressed in euros and shall be exclusive of VAT.

- Default Procurement Methods are:
 - Negotiated Procedure with at least 3 (three) Tenderers, when the Contract Amount is equal to or greater than € 50 000 and lower than € 215 000 (or € 400 000 for Works); and
 - Public Call for Tenders, Competitive Procedure with Negotiation and Competitive Dialogue, when the Contract Amount is equal to or greater than € 215 000 (or € 400 000 for Works).
- Dialogue refers to the discussion between the CEB and Tenderers to identify and define the means best suited to satisfying the needs of the CEB, including the requirements or proposed solution.
- Expression of interest (“EOI”) is a Candidate’s written response to a Request for Expression of Interests to participate in an upcoming tender opportunity.
- Negotiated Procedure is a procedure whereby the CEB invites economic operators of its choice to the procedure and incites one or more of them to participate in the procedure as Tenderer(s).
- Negotiation is the discussion between the CEB and the Tenderer with a view to improving the suitability of Tenders, while respecting any minimum requirements.
- Procurement Documents is a set of solicitation documents disseminated to the Tenderer(s) so that they may respond by means of Offer(s). The Procurement Documents include Instructions to Tenderers with annexes, due diligence requirements, Specifications, draft Contract and the contract acceptance form.
- Public Call for Tenders means a procedure following the publication of a Contract Notice in the Official Journal of the EU (“OJEU”) and on the CEB’s website / e-Tendering platform. If applicable, publication may also be made in the press or otherwise on the internet. A Public Call for Tenders can take the form of a one-stage or a two-stage process (including an EOI stage).
- Supplier(s) are any economic operators (natural or legal persons) who enters into a Contract or accepts a Purchase Order to provide Services (including Consultancy Services), Goods and/or Works without distinction.
- Tender(s) or Offer(s) means a written response submitted by a prospective Supplier(s) to the CEB in response to a Negotiated Procedure, Public Call for Tenders, Competitive Dialogue, Competitive Procedure with Negotiation, Joint Procurement or the use of the Framework Contract of another International Organisation, indicating the terms and conditions applicable to the CEB.
- Tenderer(s) designate any economic operator(s) (natural or legal persons) invited to submit a Tender.

1.3. Principles

- 1.3.1.** CEB procurement has the ultimate objective to meet the needs of the CEB and ensure the Best Value for Money while supporting the principles of free movement, namely through its general practice not to have any geographical restrictions on the origin of Suppliers. Furthermore, the CEB shall adhere to the principles of equal treatment, non-discrimination, proportionality and transparency in its procurement activities.
- 1.3.2.** Best Value for Money is established by weighting technical quality against price based on the ratio established in the Procurement Documents, i.e. the award criteria.
- 1.3.3.** CEB procurement shall, furthermore, reflect the Bank’s commitment to sustainable and socially responsible development, adhering to the highest level of ethical standards, and conducting its business in an environmentally and socially responsible manner. To that end the CEB will integrate as appropriate green and socially responsible procurement criteria in all phases of the procurement cycle (i.e. selection, award and contractual conditions), including whenever relevant and possible considerations related to life cycle costing.

- 1.3.4.** The CEB's procurement principles can in general best be implemented through: (i) effective international competition among qualified Tenderers and by a transparent selection based on cost and quality considerations; (ii) adherence to the highest level of ethical standards, ensuring the fair and equal treatment of Tenderers and Suppliers to the CEB; and (iii) to the extent possible, incorporation of green and socially responsible aspects into procurement decisions at various stages of the procurement process, including planning, definition of requirements, evaluation and Contract management.
- 1.3.5.** The CEB shall require its Suppliers to observe the highest standard of transparency and integrity during the procurement process, as well as in the execution and implementation of resulting Contracts. Any Candidate or Tenderer that does not abide by the CEB's requirements in terms of ethical behaviour and conflicts of interest, as further defined in the implementing documents, shall be considered as ineligible for CEB Contracts. Any occurrence, or suspected occurrence, of any prohibited practice in the award or implementation of a CEB Contract shall be dealt with in accordance with the provisions of the relevant CEB policies, including the Bank's Anti-Corruption Charter, Code of Conduct, and contractual requirements.
- 1.3.6.** All CEB staff, as well as non-staff, involved in the procurement process shall ensure that they comply with the Guidelines, the Procedural Framework and any implementing document(s). Furthermore, they shall act in strict accordance of the principles set out in the Anti-Corruption Charter and the Code of Conduct of the CEB.

1.4. Eligibility

1.4.1. Conflict of interest and other disqualifications

- 1.4.1.1.** It is in the CEB's interest to conclude Contracts devoid of any conflict of interest, especially since it would be against the Code of Conduct. In particular, prospective Suppliers shall not be selected in the event of:
- (i) Conflicting assignments or activities: prospective Suppliers shall not be selected where such assignments may be incompatible with their present or past obligations towards other clients, which might prevent such Suppliers from performing their tasks to the best of the CEB's interests or might jeopardise the CEB's image; or
 - (ii) Conflicting relationships: prospective Suppliers who have a business or family connection with a CEB staff member, an appointed official, a member of the Bank's organs or their Chairs, or any person working for the CEB on an *ad hoc* basis, shall be disqualified from the award of a Contract unless the issue has been settled in a manner acceptable to the CEB (especially with regard to the CEB's Code of Conduct); or
 - (iii) Having been engaged to provide Services for the preparation of a procurement procedure, such as the development and/or drafting of Specifications or other Procurement Documents, if this would compromise the fairness and transparency of the said procurement.
- 1.4.1.2.** Any conflict of interest that may arise must be settled at the time of evaluation. Failure to do so may lead to the cancellation of a procurement procedure, as well as any applicable disciplinary or legal action(s).
- 1.4.1.3.** The CEB may exclude any Candidate or Tenderer from participation in procurement procedures for a period of four (4) years, where such a Supplier has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior Contract which led to early termination of such Contract, damages or other comparable sanctions.

1.4.2. Rules of ethics

1.4.2.1. The CEB adopts the following definitions (collectively also referred to as “prohibited practice(s)”) for the purposes of Section 1.4, in keeping with its Anti-Corruption Charter:

- (i) corrupt practices mean offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence the actions of another party (natural or legal person);
- (ii) fraudulent practices mean any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party (natural or legal person) to obtain a financial or other benefit, or to avoid an obligation;
- (iii) coercive practices mean impairing or harming, or threatening to impair or harm, directly or indirectly, any party (natural or legal person) or the party's property so as to influence improperly the actions of a that party;
- (iv) collusive practices mean an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and
- (v) obstructive practice means in relation to an investigation into a coercive, collusive, corrupt or fraudulent practice, (a) any act of deliberately destroying, falsifying, altering or concealing of evidence material to the investigation; (b) any act of threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; and/or (c) any act intending to materially impede the exercise of the contractual rights of audit or access to information.

1.4.2.2. During the selection process, the CEB:

- (i) shall reject a Tender, where it establishes that the Tenderer has engaged in prohibited practices to obtain the award of a Contract;
- (ii) shall reject a Tender, where it is aware that the Tenderer has been convicted by a final court decision of one of the following offences: fraud, corruption, money laundering, participation in a criminal organisation or any other unlawful activity;
- (iii) may reject a Tender, where the Tenderer:
 - is subject to bankruptcy or is being wound up, has suspended its business activities or is having its 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;
 - has been convicted of an offence concerning its professional conduct by a judgement which has the force of *res judicata*;
 - has been found guilty of grave professional misconduct established by any means available to the CEB;
 - 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 prospective Supplier is established or those of the country where the Contract will be performed;
 - following another procurement procedure, has been declared by a court or an arbitration tribunal to be in serious breach of contract for failure to comply with its contractual obligations;
 - has been cross debarred by the Multilateral Development Banks having signed the Agreement for Mutual Enforcement of Debarment Decisions dated 9 April 2010; or
 - is guilty of misrepresentation in supplying information requested by the CEB.

- (iv) shall require Candidates and Tenderers participating in a selection process to on their honour sign the CEB's Code of Conduct and a Statement of Integrity, whereby they undertake to observe the above principles when submitting their respective Tenders and/or in executing a Contract concluded with the CEB.

1.4.3. Language

- 1.4.3.1.** The Procurement Documents shall be issued in either English or French. The Offers and any resulting Contracts shall be drafted in the language of the Procurement Documents or the chosen language when relevant Offers in both languages are allowed.
- 1.4.3.2.** Any communication between the CEB and Candidates or Tenderers shall take place in writing, in either English or French.

2. PROCUREMENT METHODS AND THRESHOLDS

2.1. *Applicable Procurement Methods*

- 2.1.1.** The following Procurement Methods are applicable within the CEB: Public Call for Tenders, Competitive Procedure with Negotiation, Competitive Dialogue, Negotiated Procedure with at least 3 (three) Tenderers and Negotiated Procedure with 1 (one) or more Tenderers, as well as Joint Procurement and the use of a Framework Contract of another International Organisation.

2.2 *Applicable thresholds and Procurement Methods*

- 2.2.1.** The Contract Amount determines the Procurement Methods that may be applied for selecting Suppliers. Below is a summary of the applicable Procurement Methods that may be used and their respective thresholds. The initiating Directorate/Division may also select a Procurement Method that corresponds to a higher amount.

2.3. *Negotiated Procedure with 1 (one) or more Tenderers – 'Direct Contracting'*

- 2.3.1.** All procurement actions with a Contract Amount lower than € 50 000 at initial award can be concluded directly by each initiating Directorate/Division.

2.4. *Negotiated Procedure with at least 3 (three) Tenderers*

- 2.4.1.** This Procurement Method can mainly be applied when the Contract Amount is equal to or greater than € 50 000 and lower than € 215 000 (or € 400 000 for Works).
- 2.4.2.** A minimum of 3 (three) competitive Offers shall be requested (provided that 3 (three) Offers can be obtained from comparable Tenderers), considered and evaluated prior to the issue of a Purchase Order or a Contract.
- 2.4.3.** The CEB may resort to a Negotiated Procedure with at least 3 (three) Tenderers in case a Request for Expression of Interest was conducted and where only 3 (three) or less Expressions of Interest were received.

2.5. *Public Call for Tenders*

For Contract Amounts equal to or greater than € 215 000 (or € 400 000 for Works), a Public Call for Tenders is the main Procurement Method to be used.

2.6. *Competitive Procedure with Negotiation and Competitive Dialogue*

- 2.6.1.** The CEB may resort to a Competitive Procedure with Negotiation or a Competitive Dialogue for complex Services, Goods, or Works in one of the following situations:
 - a) The needs of the CEB cannot be met without the adaptation of readily available solutions;

- b) The Services, Goods, or Works, include design or innovative solutions;
- c) The Contract cannot be awarded without prior negotiations due to specific circumstances related to the nature, complexity or legal and financial make-up or because of the risks attaching to them;
- d) The Specifications cannot be established with sufficient precision with reference to defined standards or technical specifications; or
- e) Only irregular or unacceptable Tenders were submitted in an open or restricted procedure.

2.6.2. The Competitive Procedure with Negotiation:

2.6.2.1. Is suitable if the CEB deems it may not necessarily need to negotiate with the Tenderers, but wishes to reserve the right to do so, as this Procurement Method allows the CEB to award Contracts on the basis of the initial Offers without any negotiation, provided this indicated in the Contract Notice.

2.6.3. Competitive Dialogue:

2.6.3.1. Allows a discussion between the CEB and Tenderers on any aspect of the procurement, including the requirements;

2.6.3.2. Allows the CEB to require that final Offers are clarified, specified and optimized and allows for negotiations on the winning Offer to confirm financial commitments or other terms, provided that this does not involve changes to the essential aspects of the tender (including the requirements) where that is likely to distort competition or result in discrimination;

2.6.3.3. Necessitates the CEB to effectuate the dialogue phase until it can identify the solution or solutions which are capable of meeting its needs.

Contract Amount (exclusive of VAT)	Procurement Method(s) allowed
< € 50 000	Negotiated Procedure with 1 (one) or more Tenderers (Direct Contracting) or any of the methods below
≥ € 50 000 and < € 215 000 (€ 400 000 for Works)	Negotiated Procedure with at least 3 (three) Tenderers or any of the methods below
≥ € 215 000 (€ 400 000 for Works)	Public Call for Tenders or, when applicable, Competitive Procedure with Negotiation, Competitive Dialogue, or any of the methods below
All values	Joint Procurement or the use of a Framework Contract of another International Organisation

Table 1: Summary of Procurement Methods and applicable thresholds

2.7. *Specific cases justifying a Negotiated Procedure with 1 (one) or more Tenderers (i.e. derogations)*

2.7.1. Notwithstanding the Procurement Methods listed above, a Negotiated Procedure with one (1) or more Tenderers may be applied under any of the circumstances laid down in paragraphs 2.7.2 through 2.7.4.

2.7.2. A Negotiated Procedure with 1 (one) or more Tenderers may be used for Services, Goods and/or Works under any of the following circumstances:

- (i) In the absence of Offers (Public Call for Tenders, Competitive Procedure with Negotiation, Competitive Dialogue) or where no suitable Offer is received (for example, where the Offers do not meet the qualifications required by the CEB or do not adequately respond to the

Specifications), the CEB may proceed to negotiate a Contract with 1 (one) or more Tenderers, provided the initial terms and conditions of the Contract are not substantially altered.

- (ii) When, for technical or artistic reasons, or for reasons connected with the protection of exclusive rights or related to the unique competence of the Supplier, the Contract may only be awarded to a particular Supplier.
- (iii) Insofar as is strictly necessary when, for reasons of extreme urgency arising from events unforeseeable by the CEB, the time-limit applicable to the relevant competitive procedures cannot be complied with. The circumstances invoked to justify extreme urgency shall not in any event be attributable to the CEB.
- (iv) In a situation of a declared emergency, as announced by the competent authorities.

2.7.3. A Negotiated Procedure with 1 (one) or more Tenderers may be used under the following specific circumstances:

- (i) For additional Services or Works not included in the initial Contract, but having become necessary as a result of circumstances unforeseen at the time of entering into the initial Contract, if:
 - such additional Services or Works cannot be technically or economically separated from the initial Contract without major inconvenience for the CEB; or
 - such additional Services or Works, albeit separable from the performance of the initial Contract, are strictly necessary for its completion.

In these cases, however, the cumulative Contract Amount for the additional Services or Works may not exceed 50% (fifty percent) of the initial Contract Amount.

- (ii) For new Services or Works consisting of a repetition of similar Services or Works entrusted to the Supplier to which the CEB awarded an initial Contract, provided that:
 - such Services or Works were taken into consideration for the application of the thresholds, if applicable, at the time of the initial Contract; and
 - in the case of a Public Call for Tenders, the possible repetition of similar Services or Works was disclosed in the Contract Notice, but for which no precise and unequivocal option(s) was included in the Contract and its enclosures.

2.7.4. A Negotiated Procedure with 1 (one) or more Tenderers may be used for Goods in any of the following circumstances:

- (i) For additional deliveries by the original Supplier which are intended either as a partial replacement of Goods or installations for regular use or as the extension of existing Goods or installations, where a change of Supplier would oblige the CEB to acquire material having different technical characteristics which would result in incompatibility or disproportionate technical difficulties in the operation and maintenance of the same.
- (ii) For Goods quoted and purchased on a commodity market.
- (iii) For the purchase of Goods on particularly advantageous terms; either from a Supplier that is winding up its business activities definitively, from the receivers or liquidators of a bankruptcy, or through an arrangement with creditors or a similar procedure.

2.8. *Cooperation with other International Organisations (IOs)*

2.8.1. The Bank may conclude that cooperation with one or more International Organisations is appropriate to meet the CEB's requirements for Services, Goods and/or Works. Cooperation may be considered

appropriate to, *inter alia*, obtain economies of scale, or to achieve efficiencies in process or operations.

2.8.2. Cooperation with other IOs may take the following formats:

- a) Joint Procurement (“Lead Organisation” modality);
- b) Use of a Framework Contract of another IO (“Piggy-backing” by the CEB); and
- c) Another IO using a Framework Contract entered into by the CEB (“Piggy-backing” by another IO).

2.8.3. Joint Procurement may take different forms, ranging from: (i) coordinated procurement through the preparation of common Specifications for Services, Goods and/or Works that will be procured by more than 1 (one) contracting IO, each conducting a separate procurement procedure; to (ii) situations where the contracting IOs jointly conduct 1 (one) procurement procedure on behalf of all contracting IOs.

2.8.4. Joint Procurement will generally be pursued in accordance with the Lead Organisation’s procurement regulations. For Joint Procurement led by the CEB, the Guidelines, the Procedural Framework and any implementing document(s) will be applied *mutatis mutandis*.

2.8.5. The CEB may also use a Framework Contract of 1 (one) or more IOs or allow other IOs to benefit from the terms and conditions agreed in a CEB Framework Contract. The CEB may, as appropriate, include contractual provisions that Contracts are open to other IOs (“opt in” provisions).

2.8.6. All Joint Procurement actions shall be conducted in a manner consistent with the Bank’s guiding principles of equal treatment, non-discrimination, proportionality and transparency, and in compliance with the Bank’s eligibility criteria.

3. KEY STAGES IN THE SOLICITATION PROCESS

3.1. Introduction to the stages

3.1.1. Depending on the Contract Amount, and in accordance with the thresholds specified in Section 2, the procurement procedure may include the stages below.

3.2. Determination of the Contract Amount

3.2.1. The Contract Amount shall not be determined in such a way as to avoid the application of the provisions set out in Section 2. If a separate Contract will be concluded with an existing Supplier for a similar assignment, the Procurement Method for the award of such Contract shall be determined by considering the cumulative amount of all Contracts procured by the same Directorate or Office from the same Supplier for similar Services, Goods and/or Works with an End Date in the previous 12 (twelve) months calculated from the End Date of the respective Contract(s).

3.2.2. If the Contract Amount constitutes a range, the higher monetary value shall be applied.

3.2.3. The Contract Amount shall be VAT-exclusive.

3.2.4. The duration of a Contract may not exceed 6 (six) years, apart from in duly justified exceptional cases, in particular justified by the purpose of the Contract or by the fact that its execution requires investments that can be amortized over a period of more than 6 (six) years. Furthermore, Contracts for maintenance of equipment with an expected useful life of more than 6 (six) years may, depending on the specific circumstances, be considered as duly justified exceptional cases.

3.2.5. Notwithstanding Section 3.2.4, Framework Contracts can be established for a period of up to 8 (eight) years provided that the satisfactory performance of the Supplier continues. The Contract Amount shall

be the total projected monetary value of all Contracts and/or Purchase Orders expected to be executed under the lifespan of the relevant Framework Contract.

3.3. *Procurement Documents and Definition of Specifications*

- 3.3.1.** For a Negotiated Procedure with 3 (three) or more Tenderers, a Public Call for Tenders, a Competitive Procedure with Negotiation, a Competitive Dialogue or a Joint Procurement, solicitation documents shall be prepared. The Procurement Documents shall provide prospective Suppliers with all the necessary information to enable them to submit high quality responsive submissions.
- 3.3.2.** When defining the required contractual performance and other requirements for Services, Goods and/or Works to be procured, the CEB shall, as far as appropriate, draft its Specifications to promote the broadest possible competition. The Specifications shall, wherever possible, be expressed in terms of the results to be achieved, rather than how the Supplier shall achieve them. The CEB shall, as far as appropriate, refer to internationally accepted standards with which the Services, Goods and/or Works shall comply.

3.4. *Evaluation criteria*

- 3.4.1.** The evaluation criteria shall be designed to ensure that each Offer is evaluated fairly and the criteria shall be published in the Procurement Documents. The evaluation criteria shall be objective and measurable and shall be applied exactly as they appear in the Procurement Documents.

4. ADMINISTERING OF THE PROCEDURE, MANAGEMENT OF TENDERS AND EVALUATIONS

4.1. *Advertising and shortlisting*

- 4.1.1.** Before issuing Tenders, the CEB shall ensure that there are viable economic operators in the marketplace able to meet its requirements.
- 4.1.2.** The CEB shall advertise all competitive Tendering opportunities with a Contract Amount equal to or above € 215 000 (or € 400 000 for Works) in the OJEU and on the Bank's website / e-Tendering platform.
 - a) For a Public Call for Tenders in 2 (two) stages, a Competitive Procedure with Negotiation or a Competitive Dialogue, the CEB shall publish a Contract Notice in order to solicit EOIs from qualified Tenderers. The Contract Notice shall include the scope and objectives of the procurement and the minimum criteria for shortlisting. The CEB shall evaluate the EOI on the basis of the criteria outlined in the Contract Notice and compile a shortlist of qualified and experienced Candidates.
 - b) For a Public Call for Tenders in 1 (one) stage, the CEB shall publish a Contract Notice to solicit Offers from qualified economic operators. The Contract Notice shall include the scope and objectives of the procurement and the evaluation criteria for Contract Award.
- 4.1.3.** The CEB may take additional measures to ensure that its Tendering opportunities are widely publicised, provided that such measures are not taken and become public prior to the advertising of such opportunity as per Section 4.1.2 here-above, and that no substantive advantage or disadvantage affects any particular Tenderer.
- 4.1.4.** For Negotiated Procedures, the CEB shall draw up a shortlist of Tenderers. The shortlist shall be drawn up in an impartial manner on the basis of a roster, a market survey or other relevant information.

4.2. Tender submission and validity

- 4.2.1.** In the case of a Public Call for Tenders in 1 (one) stage, all interested economic operators can submit an Offer. In the case of a Public Call for Tenders in 2 (two) stages or a Competitive Dialogue, the CEB shall only invite the shortlisted Candidates to submit an Offer.
- 4.2.2.** The CEB shall invite Tenderers to submit Tenders, by simultaneously providing them with the Procurement Documents comprising *ad minima* the following documents: Instructions to Tenderers with annexes, due diligence requirements and Specifications. In general, a draft Contract and a contract acceptance form shall also be included in the Procurement Documents.
- 4.2.3.** Tenderers shall be given sufficient time to draft and submit high-quality Offers. The closing date for receipt of Tenders shall be set according to the magnitude and the complexity of the Contract. For a Public Call for Tenders, a Competitive Procedure with Negotiation and a Competitive Dialogue, this period shall, as far as possible, be no less than 1 (one) calendar month. For a Public Call for Tenders in 2 (two) stages, the time-limit for submissions for the shortlisting phase shall be no less than 2 (two) calendar weeks. Nevertheless, the shortlisting phase may be shortened to 7 (seven) calendar days in cases of urgency. For a Negotiated Procedure with 3 (three) or more Tenderers, this period shall, as far as possible, be no less than 2 (two) calendar weeks.
- 4.2.4.** In case of a Prior Information Notice (“PIN”), the Tender submission period can be shortened by 1 (one) calendar week, provided that all the required information has been sent out in the PIN, which was disseminated no more than 12 (twelve) months prior to the publication of the Contract Notice.
- 4.2.5.** Where necessary, the CEB may extend the submission date beyond the date initially set in the Procurement Documents.
- 4.2.6.** The Offers shall be valid for a minimum period, as specified in the Procurement Documents, which shall be sufficient to enable the CEB to complete the evaluation and to award the Contract. The CEB may request an extension to the validity period of the Offers and shall, if so, request receipt of confirmations of the extended validity: (i) in writing; (ii) from all Tenderers; and (iii) before expiration of the validity.

4.3. Clarifications and amendments to the Procurement Documents

- 4.3.1.** During the Tendering period, prospective Suppliers may submit written questions to the CEB in order to obtain clarifications and further information of relevance to the procurement process and the Procurement Documents. The CEB shall respond to such questions within a reasonable time, anonymously, simultaneously, and in writing to all Tenderers.
- 4.3.2.** Any amendments to the Procurement Documents shall be communicated simultaneously to all Tenderers and sufficient time shall be given to Tenderers to consider such amendments.
- 4.3.3.** The CEB may request clarifications or substantiations of any information contained in a Tender. Where a Tenderer does not furnish the requested information, the Tender shall be evaluated as it was originally submitted.

4.4. Receipt and opening of Offers

- 4.4.1.** Tenderers may alter their respective Offers by written notification prior to the closing date for submission of Tenders. In the event of multiple Offers from the same Tenderer, only the last received Tender prior to the closing date and time is valid.
- 4.4.2.** No modification of a Tender shall be accepted after the closing date and time for receipt of Tenders.
- 4.4.3.** Tenderers may withdraw their Tenders prior to the closing date for submission of Tenders. Withdrawal of Tenders after the closing date and time is not accepted.
- 4.4.4.** Only Offers respecting the closing date and time shall be accepted for evaluation.

- 4.4.5.** Offers shall be opened immediately or shortly after the closing date for the receipt of Tenders.
- 4.4.6.** The opening of Offers shall be handled transparently and ensure that all Tenderers have been treated equally and fairly.

4.5. Evaluation of Offers

- 4.5.1.** All Offers shall be evaluated in an identical and non-discriminatory manner, applying the evaluation criteria specified in the Procurement Documents.
- 4.5.2.** The evaluation shall commence with an initial screening of the Tenders and the elimination of those Tenders not meeting the specified administrative criteria.
- 4.5.3.** The evaluation process shall continue with the technical evaluation, which assesses that the Tenders meet the evaluation criteria. The technical evaluation, which may include an interview stage, shall be completed and documented before the financial Offers are considered.
- 4.5.4.** The financial evaluation assesses and compares those Tenders found to be technically acceptable against the financial and contractual requirements in the Procurement Documents.
- 4.5.5.** The Best Value for Money is established by weighting the technical quality against the price based on the ratio established in the Procurement Documents, i.e. the award criteria. For standardized Services, Goods or Works, the Contract Award may be performed on the basis of the Lowest Priced Technically Acceptable Offer (LPTA).
- 4.5.6.** As a result of its deliberation, the Tender Evaluation Committee shall recommend one of the following options: (i) to award the Contract to the Tenderer having achieved the highest overall score; (ii) to award the Contract to the Tenderer that offered the lowest price (in case this is the basis for Contract Award); or (iii) cancel the procurement procedure as stipulated below.

4.6. Cancellation

- 4.6.1.** The CEB may cancel a procurement procedure at any time prior to signature of the Contract without Candidates or Tenderers being entitled to claim any form of compensation. Cancellation may occur *inter alia* where:
- The procurement procedure has been unsuccessful, i.e. no qualitatively or financially acceptable Tender has been received or there is no valid response at all;
 - The economic or technical data of the project have been fundamentally altered;
 - Exceptional circumstances or force majeure render normal performance of the Contract impossible;
 - The financial Offers of all technically compliant Tenders exceed the financial resources available;
 - There have been irregularities in the procurement procedure, in particular where these have prevented fair competition;
 - The assignment associated with the Tender has been fundamentally altered, cancelled or postponed by the initiating Directorate/Division; or
 - Any other business reasons.
- 4.6.2.** In no event shall the CEB be liable for any damages whatsoever including, without any limitation, damages for loss of profits, in any way connected to the cancellation of a procurement procedure, even if the CEB has been advised of the possibility of damages. This provision shall be incorporated in the Procurement Documents and the Contract Notice.

5. CONTRACT AWARD AND DEBRIEFING

- 5.1.** Upon endorsement of the Evaluation Report by the Directorate/Division Director in charge, the CEB shall notify the outcome of the procurement procedure to all shortlisted Tenderers at least 10 (ten) calendar days before the signature of the Contract (the so-called standstill period).
- 5.2.** In the event that only 1 (one) acceptable Tender was received for a procurement procedure or lot, the standstill period does not need to be applied for that procedure or lot.
- 5.3.** For a Public Call for Tenders with shortlisting through separate EOI, the CEB shall notify shortlisted and non-shortlisted Candidates at least 5 (five) calendar days before continuing the procedure.
- 5.4.** Upon request for a debriefing from a concerned party, the CEB will, within 10 (ten) calendar days of receipt of a written request and before any invitation to submit Tenders (two-stage procedure) or Contract signature, inform the unsuccessful Candidate or Tenderer of: (i) strengths and weaknesses of the Tenderer's Offer within the scope of the Tender Evaluation Committee's report; or (ii) the reasons for the rejection of a Candidate's EOI. The ranking of an unsuccessful Tenderer may also be disclosed upon request.
- 5.5.** In the case of a Public Call for Tenders, the CEB shall announce the outcome of the procurement procedure, after the 10 (ten) day standstill period is over, in the same way as it published the Contract Notice.

6. COMPLAINTS

- 6.1.** If a Tenderer, Candidate, prospective Tender or Candidate, considers that the CEB has not acted in compliance with its procurement framework, it may lodge a complaint in accordance with the procurement complaints' mechanism established by the Governor and subject to the below.
- 6.2.** The Procurement Complaints' Committee (PCC) shall be chaired by the CCO and composed of an odd number of persons appointed by the CCO based on their experience, relevance and qualifications.
- 6.3.** The PCC is only available to parties having or having had a vested interest in the subject procurement procedure. Parties with such a vested interest generally include: (i) Candidates participating in an EOI, Competitive Procedure with Negotiation or a Competitive Dialogue; (ii) Tenderers; and (iii) potential Tenderers or Candidates who feel grieved by the contents of the Procurement Documents.
- 6.4.** Complaints shall be submitted in writing to compliance@coebank.org and include the following information:
- a) The name, address, telephone number, and e-mail address of the complainant;
 - b) The title and reference number of the concerned procurement procedure;
 - c) The stage of the procurement process:
 - a. Issue of Procurement Documents;
 - b. Prequalification stage;
 - c. Technical evaluation;
 - d. Final evaluation with Contract Award;
 - e. Contract modification; or
 - f. Other.
 - d) A detailed statement on the grounds for the complaint and an explanation of how the complainant was directly affected; and
 - e) Copies of relevant documents supporting the complainant's statement.

- 6.5.** A procurement complaint related to a non-award shall be submitted within 10 (ten) calendar days of the notification of the outcome of the competitive bidding process (i.e. during the standstill period). A procurement complaint pertaining to Procurement Documents shall be submitted prior to the relevant Tender submission deadline.
- 6.6.** The compliance verification performed by a PCC shall not entail any re-evaluation of Tenders, but *inter alia* ensure the coherent interpretation and application of: (i) exclusion, eligibility and award criteria; and (ii) the principles of transparency, non-discrimination, proportionality, and equal treatment.
- 6.7.** The PCC's review shall result in a reasoned opinion on the procedural integrity of the procurement process. If the PCC concludes that the procurement procedure has featured any procedural shortcoming with respect to the principles in Section 1.3 and that these have been likely to have jeopardised the integrity of the procedure, the PCC shall recommend suitable means of redress to the Governor, who shall decide.

7. RE-EVALUATION AND RE-ISSUE

- 7.1.** Should it be revealed that irregularities have been encountered during a procurement procedure, in particular where these have prevented fair competition, the CEB may decide to re-evaluate the EOI's or Tenders.
- 7.2.** The CEB may, following cancellation of a procurement procedure, decide to re-issue the procedure (with or without material modifications to the Procurement Documents).

8. CONTRACT FINALISATION AND CONTRACT MANAGEMENT

- 8.1.** The Contract ought to refer to the legal status of the CEB as an international organisation subject to its specific privileges and immunities, in accordance with the provisions laid down in its Articles of Agreement and the Third Protocol to the General Agreement on Privileges and Immunities of the Council of Europe.
- 8.2.** The price elements shall be clearly listed as per the cost structure set out in the Contract.
- 8.3.** The CEB shall ensure that every Contract is properly managed and monitored to ensure its successful performance and completion in accordance with the agreed contractual terms and conditions.
- 8.4.** It is hereby clarified that the exercise of a contractual option does not constitute any new procurement action, nor any modification of the respective Contract or Framework Contract, when such an option, irrespective of its monetary value, has been defined in a clear, precise and unequivocal manner in the initial Procurement Documents and the subsequent Contract, and considered when determining the Contract Amount used for deciding the selected Procurement Method. Such an option shall clearly specify its scope, nature and the conditions under which the option can be exercised. It shall not alter the overall nature of the Contract or Framework Contract.