

**COUNCIL OF EUROPE DEVELOPMENT BANK**

**PUBLIC CALL FOR TENDERS**

N°2024-04/CEB/TAM/P-CS

TECHNICAL AND EDITORIAL OPTIMISATION OF THE CEB WEBSITE COEBank.org (English & French)

PROVISION OF PROFESSIONAL SUPPORT SERVICES (TMA - TME)

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**Instructions to tenderers**

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**Contract Notice**

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**Deadline for submissions: 06 June 2024, noon (Paris time zone)**

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## 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:

1. Sustainable and inclusive growth
2. Integration of refugees, displaced persons and migrants
3. Climate action: developing adaptation and mitigation measures

In 2023, the Bank approved 48 projects worth EUR 4.1 billion.

At the end of 2023, the Bank employed 216 permanent staff members of 32 nationalities, all based in Paris at the following official address: 55 Avenue Kléber, FR-75116 Paris, France. In addition, 5 locally hired staff are based in the CEB Project Office in Ankara, Türkiye.

The official languages of the Bank are English and French.

### 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.

This consultation aims to select a partner capable of providing these services as of **15<sup>th</sup> July 2024**.

#### 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; and
  - g) is guilty of misrepresentation in supplying the information requested by the CEB.

As part of their offer, interested tenderers shall 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 provided 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 can be provided instead.

## 2.5 Tender modality

This is a public call for tenders.

## 2.6 Budget

Undisclosed.

## 2.7 Contract duration

The initial Contract will be concluded for a period of three (3) years and may be extended one or several 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	21 May 2024 noon
Last date on which clarifications are issued by the CEB	23 May 2024
<b>Deadline for submission of tenders</b>	<b>06 June 2024 noon (Paris time zone)</b>
Presentation of the tender (Interviews)	19-21 June 2024
Notification of award	04 July 2024
Signature of Contract	From 15 July 2024

### **Article 3. Eligibility and admissibility**

Companies interested in this call for tenders must submit the document [2024-04-CEB-TAM-P-CS\_CEB Website and TMA\_ (Tender Submission Form)] duly completed, dated and signed by the person authorised to commit the company, and any relevant document proving their economic, financial, professional and technical capacity in relation to the following main criteria:

<b>Pre-selection criteria</b>		<b>Description of information to be provided</b>	<b>Expected answer</b> <b>Minimum capacity required from the bidder</b>
1	Professional references of service providers (in TMA and TME service provision)	<p>Service providers must provide evidence of their know-how and experience in the CEB's sector of activity. This includes relevant business references and similar successful projects. Providers should submit documents detailing their previous achievements, highlighting their expertise in the field. Suppliers should indicate the duration of the contracts referenced.</p> <p>Specific references of satisfied customers and cases where innovative solutions have been proposed to improve site performance and user experience.</p>	<p>Provide proof of its professional capacity attesting that it has the experience required to carry out the service covered by the contract, by any means:</p> <ul style="list-style-type: none"> <li>- <i>CEB requirement:</i> <ul style="list-style-type: none"> <li>→ More than 10 years' proven experience in the proactive management, creation and development of corporate websites</li> <li>→ 3 references from TMA and TME assignments of a similar scale to that of the CEB carried out over the last five (5) years</li> </ul> </li> </ul>
2	Experience in an international context similar to that of the CEB ( <i>Success Stories</i> )	Providers must demonstrate international experience and sensitivity, preferably gained through working for international organisations or international financial institutions such as the CEB, as well as experience in positioning institutions within specific audience segments.	<p>Provision of maintenance and support services for websites of comparable size and complexity:</p> <ul style="list-style-type: none"> <li>- <i>CEB requirement:</i> <ul style="list-style-type: none"> <li>→ 2 success story references from the last three (3) years</li> <li>→ Experience in positioning institutions within audience segments and defining achievable objectives</li> </ul> </li> </ul>
3	Demonstrated ability to ensure consistent availability and quick response times to resolve issues.	Service providers must explain the measures in place to ensure an effective helpdesk service to resolve problems with the CEB website at any time and in a timely manner, taking into account weekends, evenings, holiday periods, etc.	<p>Clearly explain the proposed system for optimally meeting this service availability criterion.</p> <ul style="list-style-type: none"> <li>- <i>CEB requirement:</i> <ul style="list-style-type: none"> <li>→ Maximum service availability and flexibility is an advantage</li> </ul> </li> </ul>
4	Technical capacity of the Service Provider	Providers must share information on their capacity to provide the required services, including their turnover, the size and composition of their project teams for similar projects.	Provide proof of the technical capacity of the teams in charge of deployment, attesting to their competence (material and human resources) to carry out the service covered by the contract, by any means whatsoever.

		It is essential that the service provider is able to mobilise the necessary resources to carry out the project in the best possible conditions.	<ul style="list-style-type: none"> <li>- Indicate the average annual workforce of the tenderer for each of the last three (3) years prior to the publication of this procedure;</li> <li>- Provide examples of curriculum vitae profiles of potential experts who could be involved in the service provided to the CEB.</li> <li>- <i>CEB requirement:</i> <ul style="list-style-type: none"> <li>→ Skills of the team(s) in charge;</li> <li>→ Knowledge of Wagtail technology.</li> </ul> </li> </ul>
5	Financial capacity of the company	Providers are required to disclose information regarding their financial capacity.	<p>Financial minimum capacity of the company:</p> <ul style="list-style-type: none"> <li>- <i>CEB requirement:</i> <ul style="list-style-type: none"> <li>→ <b>Turnover :</b> <i>Minimum 500 000 EUR/year over the last 2 years (2022; 2023);</i></li> <li>→ <b>Profit/loss before taxes :</b> <i>Positive results in the last 2 years (2022; 2023).</i></li> <li>→ <b>Solvability:</b> <i>Tenderers must provide a bank solvency certificate attesting that they are financially capable of providing the required service.</i></li> </ul> </li> </ul> <p><i>NB: A solvency certificate is a document signed by the bank certifying the financial situation and the existence of an active bank account in their establishment.</i></p>

Offers from tenderers who do not meet the above minimum requirements will be rejected and will not be evaluated.

## Article 4. Selection of Tenderers

This call for tenders is open to all candidates as per the Eligibility and admissibility criteria indicated in Article 3.

Only those tenderers that meet the aforementioned Eligibility and admissibility criteria will have their offer evaluated.

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

The JV or Consortium may collectively meet the pre-qualification criteria of the tender mentioned in Article 3. Each partner must individually not fall into the exclusion situations listed under Article 2.4. 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:

1. Instructions to tenderers;
2. Confidentiality declaration required to access Terms of Reference (ToR);
3. Evaluation grid;
4. Tender submission form;
5. Financial proposal form (budget breakdown);
6. Draft Contract with Annexes;
7. Contract acceptance form;
8. Code of conduct form;
9. Statement of integrity form.

### 6.2 How to obtain the Tender File?

Companies interested in this contract will be able to download the information required to prepare their bids from the electronic platform <https://coebank.e-marchespublics.com>, with the exception of the Terms of Reference, [Ref. 2024-04-CEB-TAM-P-CS\_CEB Website and TMA\_ (ToR)].

This document, which is strictly confidential, may be obtained at the request of the tenderer made to the following address: [Tenders@coebank.org](mailto:Tenders@coebank.org) against submission of **THE CONFIDENTIALITY DECLARATION<sup>1</sup>** attached hereto, duly signed by a person legally authorised to bind his/her company.

The CEB reserves the right to carry out a prior check before sending to the interested companies and to restrict, if necessary, access to this document for IT security reasons.

### 6.3 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.

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<sup>1</sup> 2024-04-CEB-TAM-P-CS\_CEB Website and TMA\_ (ToR\_Confidentiality declaration)

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 tenders will be made via the e-procurement platform E-Marchés Publics (as mentioned in Article 6.2 above).

Tenderers may submit questions in writing until **Tuesday 21 May 2024, noon**, to the above-mentioned email address.

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 **Thursday 23 May 2024**.

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:

1. to accept or reject non-substantive defects that might affect tenders;
2. 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 on the e-procurement platform (E-Marchés Publics) **before Thursday 06 June 2024, noon**, Paris time.

Platform's link: <https://coebank.e-marchespublics.com>

An advice sheet for companies explaining how to respond electronically is included in the consultation file (Cf. Advice sheet for businesses: how to respond electronically? Also available in French : *Fiche conseil aux entreprises : comment répondre électroniquement ?* [https://private.e-marchespublics.com/guide/2-depot\\_offre.pdf](https://private.e-marchespublics.com/guide/2-depot_offre.pdf)).

The file will be transmitted as a single attachment in an archive in ZIP format not exceeding 20 MB. 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) A letter from the tenderer stating that all elements of the tender are contractually binding;
- b) The present document (Instructions to tenderers) signed accepting all elements of the tender as contractually binding;
- c) 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).
- d) A signed declaration of the legal entity identified in the tender submission form, using the format attached called **Tender submission form**;
- e) 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.
- f) Technical offer (as described in section 7.2.2 below);
- g) Financial offer (as described in section 7.2.3 below);
- 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 or French.

### 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 2024-04-CEB-TAM-P-CS\_CEB Website and TMA\_ (Evaluation Grid)] and include the following elements:

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

- A signed **tender declaration** of the legal entity identified in Bid submission form, using the format attached in **the tender 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 point 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 approach

Tenderers should draw up an "Organisation and approach" note including:

- Description of the tenderer's company (5 pages Max, font size 11 min);
- Understanding and interpretation of the context and proposal on how to provide support to the Communication and IT Divisions as per the Terms of Reference (10 pages Max, font size 11 min);
- The profile and qualifications of the proposed contributors (staff CVs, functional organisation chart of the team dedicated to the contract); (2 pages Max, font size 11 min);
- Any additional documents that the service provider considers useful to complete its proposal. (e.g.: the means at its disposal for monitoring the contract (statistics, analyses, etc.) / the measures it intends to put in place in order to reinforce, through the execution of this contract, its commitment to sustainable development and eco-responsibility); (2 pages Max, font size 11 min).

#### (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 (8 pages Max, font size 11 min).
- Contact details of companies for which the bidder has provided similar services (2 pages Max, font size 11 min).

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 (Word, PDF or Excel), in a file not exceeding approx. 10MB.

### 7.2.3 Financial offer

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

- Budget breakdown for TMA & TME Financial Offer [must be made using the form: 2024-04-CEB-TAM-P-CS\_CEB Website and TMA\_ (Budget Breakdown)].

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.

### 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

The evaluation of the offers will be carried out in two stages: the technical evaluation and, once this is completed, the financial evaluation.

- **Technical evaluation of tenders:** **100 Points**
  - Organisation and Methodology **28 Points**
  - Technical Skills / Management of Operational Teams **22 Points**

- Corporate social responsibility commitments 10 Points
- Presentation of the tender (Interviews) 40 Points

- **Financial evaluation of tenders:** 100 Points

### 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 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 Presentation of the tender (Interviews)

Following the technical evaluation of the offers, the (3) three best candidates will be invited to present their offer during an interview of one hour, 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:

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

The quality of the financial 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.

### 9.4 Choice of selected tender

The best value for money is established by weighing the technical offer against the financial offer on a **weighting 70/30 % 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. Ethic clauses / Corruptive

- 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, please 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 will be informed in writing that its tender has 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 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 a contract from CEB via the DocuSign electronic signature system, 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.

### **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:

1. 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;
2. the economic or technical data of the project have been fundamentally altered;
3. exceptional circumstances or *force majeure* render normal performance of the contract impossible;
4. there have been irregularities in the procedure, in particular where these have prevented fair competition;
5. 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

Name, function and signature of an authorised representative of the tenderer