

**COUNCIL OF EUROPE DEVELOPMENT BANK**

**PUBLIC CALL FOR TENDERS**

2025-P-04-LD

**TECHNICAL ASSISTANCE SUPPORT FOR THE IMPLEMENTATION OF THE SHIFA PROJECT**

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**Instructions to Tenderers**

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**Contract Notice**

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**Deadline for submissions: 2 June 2025, 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; and
3. Climate action: developing adaptation and mitigation measures.

In 2024, the Bank approved 44 projects worth EUR 4.5 billion.

At the end of 2024, the Bank employed around 230 permanent staff members of more than 30 nationalities, all based in Paris at the following official address: 55 Avenue Kléber, FR-75116 Paris, France. In addition, four 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 Public Call for Tenders

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

The CEB requires Tenderers participating in a selection process to submit as part of their Tender signed Code of Conduct and a Statement of Integrity, whereby they undertake to observe the above principles when submitting their respective Tenders.

Furthermore, as part of their Tender, interested Tenderers shall 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 economic operators in a consortium) is effectively established, to show that it is not in any of the exclusion situations listed in point 2) and point 3) under a), b), c) and d) above. The evidence shall be submitted by the Tenderer selected for the Contract signature.** All economic operators in a winning consortium and/or subcontractor, if applicable, **shall furnish such evidence, with an accurate translation into English, within five (5) calendar days from the notification award date.** This evidence, documents or statements shall be dated, no more than one (1) year before the date of submission of the Tender.

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

The estimated budget for this contract is EUR 1 100 000 (one million one hundred thousand euros), excluding taxes.

## 2.7 Contract duration

The assignment shall start upon both parties' signatures of the Contract and shall be completed on or before 31 March 2029, unless otherwise decided by the CEB in writing. Contract signature is anticipated by 1 September 2025.

The CEB reserves the option to extend the Contract for a repetition of similar services as those included in the initial contract. Should this be the case, the extension of the Contract would be up to a maximum duration and amount equal to the original Contract.

## 2.8 Provisional timetable

Deadline for request for any clarifications from the CEB	23 May 2025 COB
Last date on which clarifications are issued by the CEB	28 May 2025 COB
<b>Deadline for submission of Tenders</b>	<b>2 June 2025 noon (Paris time zone)</b>
Interviews	In the week commencing on 23 June 2025
Notification of award	In the week commencing on 7 July 2025
Signature of Contract	By 1 September 2025

## Article 3. Prequalification criteria

The Prequalification criteria are set by the CEB in order to assess the Tenderers in terms of their respective technical knowledge and experience, capability/capacity, organisational and financial standing. In order to be selected, Tenderers are required to demonstrate the fulfilment of the selection criteria set out in the table hereinafter:

Prequalification Criteria			Minimum requirements
<b>Economic &amp; financial criteria</b>	1	Turnover	Minimum 400 000 EUR per each year over the last three (3) years
	2	Pre-tax profit/loss	Positive results for at least three (3) years over the last five (5) years.
<b>Experience</b>	3	Projects in the fields related to this Contract	<p>Minimum 2 Contracts related to supervision or technical monitoring of construction projects, implemented in Türkiye, each with a value of at least 500,000 EUR, finalized during the last five (5) years before the deadline to submit the tender.</p> <p>If a Tenderer has implemented a Contract in a consortium, the percentage that the Tenderer has completed must be clear from the documentary evidence. In absence of the supporting documents, the project will not be considered as eligible.</p>

Tenderers shall submit all requested information in the Prequalification section of the Tender submission form (Annex to the Tender Dossier), fully completed, dated, and signed by an authorized representative of the company.

Any currency different than EUR shall be converted into EUR countervalue, in accordance with the European Commission's official monthly accounting rates, as specified in the instructions provided in the Tender submission form.

A JV or Consortium may collectively meet the pre-qualification criteria of the Tender mentioned herein (see Article 5). The pre-qualification criterion under 2) shall be fulfilled by the Lead Member of Consortium.

**Only the Tenderer selected for contract award** will be invited to provide supporting evidence of compliance with the pre-qualification criteria with an accurate translation in English. The documentation must be submitted within **five (5) calendar days** of the award notification and shall include the following:

- **Economic & financial criteria: Balance sheets and profit & loss statements** for the years specified in the Tender submission form. These documents must be prepared and/or certified by accredited auditors, in accordance with the legal requirements of the Tenderer's country of establishment.
- **Previous Experience: Service completion certificate or a certificate of satisfactory performance** issued by the awarding entity. This document should specify the contract value, completion date, and a description of the services delivered. If the Tenderer participated in the project as a member of a consortium, the documentation must clearly indicate the percentage of the contract executed by the Tenderer.

#### Article 4. Selection of Tenderers

This Public Call for Tenders is open to all Tenderers that fulfil the pre-qualification criteria indicated in Article 3.

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

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

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

A JV or Consortium may collectively meet the pre-qualification criteria of the Tender mentioned in Article 3. The pre-qualification criterion related to positive result (Article 3, under 2) shall be fulfilled by the Lead Member of Consortium. Each partner of JV or Consortium must individually not fall into the exclusion situations listed under Article 2.4. All consortium members are jointly and severally liable for the performance of the Contract. The consortium will be represented by a single candidate who will act as sole representative of the group (Lead member of Consortium).

#### Article 6. Tendering conditions

##### 6.1 Composition of the Tender file

The Tender file includes:

- Instructions to Tenderers;
- Annexes:
  - *Terms of Reference;*
  - *Evaluation Grid;*
  - *Tender submission form;*
  - *Financial Offer form;*
  - *Budget breakdown;*
  - *Draft Contract with Enclosures;*
  - *Contract Acceptance Form;*
  - *Code of Conduct;*
  - *Statement of Integrity; and*
  - User guide for submitting a tender via E-Marchés Publics

##### 6.2 How to obtain the Tender File?

Companies interested in this Contract will be able to download the Tender file from the electronic platform <https://coebank.e-marchespublics.com>

A user guide on how to register on E-Marchés Publics has been published on the CEB website.

### 6.3 Tenders

Tenders and other documents shall be presented in English.

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

All Tenders submitted shall be regarded as contractually binding for the Tenderer and the Tenderer shall consequently date and sign the documents mentioned above, as well as any supporting document (including its financial proposal).

The Tender must comprise a **Technical offer** and a **Financial offer** and these must be submitted in separate documents and two (2) separate sub-dossiers for electronically submitted Tenders (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 Enclosures.

### 6.4 Duration of Tender validity

The validity duration for Tenders is **ninety (90) days** from the deadline for submission of offers. The CEB may, if needed, request Tenders to extend such validity period.

### 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 prospective Tenderer, provides additional information on the Tender Dossier, it shall publish such information in writing via the e-procurement platform E-Marchés Publics and make it available to all other prospective Tenderers at the same time.

All contact between the CEB and the Tenderers taking part in this Public Call for Tenders will be made via the e-procurement platform E-Marchés Publics.

Tenderers may submit questions in writing until **23 May 2025, COB**, via E-Marchés Publics.

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 tendering 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 **28 May 2025 COB** via E-Marchés Publics.

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

### 6.6 Acceptance and rejection of Tenders

The CEB reserves the right to:

1. accept or reject non-substantive defects that may affect Tenders; and
2. reject Tenders received after the submission deadline without any penalty or justification.

## 6.7 Modification or cancellation of the Public Call for Tenders

The CEB reserves the right to modify or cancel all or part of the Public 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 Public Call for Tenders and all information communicated to a prospective Tenderer within the context of this Public Call for Tenders and the assignment are confidential.

# 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 2 June 2025, noon**, Paris time (CET).

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

A user guide for submitting a tender via E-Marchés Publics is included in the Tender dossier.

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 shall 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"**.

Proof of successful submission of the Tender through the e-procurement platform is provided by the system as a generated confirmation message. The Tenderer must retain this proof until the award notification. If a Tenderer does not receive such a receipt, it must immediately contact the E-Marchés Publics administrator and the CEB at [tender@coebank.org](mailto:tender@coebank.org)

The CEB reserves the right to reject Tenders that were submitted after the deadline for submission of Tenders.

## 7.2 Content of the Tender

### 7.2.1 General information

The Tenderer must provide:

- a) The present document (Instruction to Tenderers) duly signed and accepting all elements of the Tender as contractually binding;
- b) All certificates identifying the Tenderer/ any member of consortium, 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. Furthermore, all Tenderers shall provide a declaration confirming its capability (including all members of consortium and/or



subcontractor, if applicable) to submit the documentary proof or statements required under Article 2.4;

- c) An official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.
- d) Technical Offer (as described in Article 7.2.2 below);
- e) Financial Offer (as described in Article 7.2.3 below);
- f) **Terms of Reference** - signed;
- g) **Contract Acceptance Form** - completed and signed, as described in Article 8 below;
- h) **Code of Conduct** - signed, and
- i) **Statement of Integrity** - completed and signed – to be submitted for each JV/Consortium's member.

### 7.2.2 Technical Offer

The Tenderer's Technical Offer shall meet all the technical requirements set out in the Terms of Reference, the Tender evaluation criteria (see **Evaluation Grid**), and include the following elements:

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

- A signed **Tender declaration** of the legal entity/entities identified in the **Tender submission form**, using the format attached to the Tender submission form.
- A signed **statement of exclusivity and availability** signed by Key Expert, using the format attached to **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. The person that signs the Tender submission form should be the one identified in the official document referred to in point 7.2.1.c) 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 shall draw up an "Organisation and Methodology" document (**50 A4 pages maximum**, font size 11 min) that includes:

- Understanding the context and the tasks - Describe your comprehension of the assignment's background, objectives, and challenges. Demonstrate awareness of the broader context and the specific tasks required.
- Approach to and methodology for the assignment - Explain how you plan to carry out the assignment. Include your proposed methods, tools, and processes to achieve the objectives efficiently and effectively.
- Organization of the team and resources for the assignment - Present the structure and qualifications of the proposed team. Include a functional organization chart, allocation of responsibilities, and justification of resource use (e.g., proposed man-days) to ensure task delivery. Furthermore, include a description of pool of Non-Key Experts, with their short profiles and relevance for the assignment.
- Implementation programme for the assignment - Outline the timeline and key milestones for the assignment (e.g. Gantt chart). Provide a detailed and realistic implementation plan, including deliverables and scheduling.

The Organisation and Methodology presentation can be submitted by the Tenderer in a free format. In the event of exceeding the indicated page limit, only the first 50 pages shall be considered.

### **(3) Qualification and past experience of proposed Key Expert**

**The Key Expert – team leader** is considered to be instrumental for the achievement of the Contract objectives. His/hers positions and responsibilities are defined in the **Terms of Reference** and is subject to evaluation according to the **Evaluation Grid**.

Tenderers shall provide the **CV of the Key Expert – team leader** which must be confined to five (5) pages (font size 11 min). In the event of exceeding the indicated page limit, only the first 5 pages shall be considered. Only one CV shall be proposed for the Key Expert – team leader. For any reference stated in the CV, the exact duration of the Key Experts' project/employment history must be indicated in the format "from MM/YY to MM/YY". The qualifications and experience of Key Expert shall as closely as possible match the profiles indicated in the Terms of Reference. The CV's of Non-Key Experts shall not be submitted.

The **winning Tenderer will be invited to provide the following supporting documents** with accurate translation in English of any qualifications, skills and experience stated in the CV, **within five (5) calendar days of the notification of award**:

- copies of degrees or diplomas; and
- documentary evidence of previous experience, such as an employers' certificates or certificate from the entity that awarded the contract with description of the service.

#### **7.2.3 Financial Offer**

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

- Financial proposal (must be made using the form: **Financial proposal form**); and
- Budget breakdown (must be made using the form: **Budget Breakdown**).

The Budget Breakdown shall be filled in with the daily expert fee rates and number of workdays. The daily rates shall cover the salary costs and ALL associated travel, administrative and overhead expenses for the members of personnel. 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 Financial Offer form, duly completed and signed, shall be submitted as a separate file.

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, as applicable, 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, as applicable, (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 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 its 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 respective proposal returned to them.

### 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.

#### 9.1 Evaluation of Technical Offers

Only those Tenderers that meet the pre-qualification criteria in Article 3 will have their Technical Offers evaluated.

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 shall examine only the Technical Offers, while the Financial Offers remain closed during this stage.
- ii. Each Evaluator of the Evaluation Committee shall assess the Technical Offers individually, awarding scores in accordance with the Evaluation Grid set out in the Tender Dossier. In the first step, the evaluation shall cover the following categories:
  - (1) ORGANISATION AND METHODOLOGY; and
  - (2) QUALIFICATION AND EXPERIENCE OF PROPOSED KEY EXPERT - TEAM LEADER.
- iii. The Evaluators of the Evaluation Committee shall strictly apply the technical evaluation criteria as specified in the Evaluation Grid. Under no circumstances may the Committee or its members modify the Evaluation Grid or criteria communicated to Tenderers in the Tender Dossier.
- iv. The criteria in the Evaluation Grid are divided into two types:
  - **Pass/fail sub-criteria:** These assess whether the Tenderer meets the minimum required standards. Tenders that do not meet these standards shall be rejected and will not be further evaluated. and
  - **Scored sub-criteria:** These assess the quality of the Tenderer's responses. Scores shall be awarded in accordance with the scoring scale defined in the Evaluation Grid.
- v. Clarifications can be requested from the Tenderers should the offer submitted not be clear enough and precisions would be needed.

- vi. Upon completion of the evaluation of the Technical Offer, the Secretary of the Evaluation Committee will calculate the aggregate scores for the following categories:
  - (1) ORGANISATION AND METHODOLOGY; and
  - (2) QUALIFICATION AND EXPERIENCE OF PROPOSED KEY EXPERT - TEAM LEADER.

The aggregate score will be calculated as the arithmetic average of the individual scores awarded by each Evaluator. **To qualify for the interview stage, Tenderers must achieve a minimum technical score of 50% (equivalent to 40 points).** Any tender that does not meet this threshold will be considered as not offering an adequate level of quality and will be rejected. The Tenderers who have met or exceeded this minimum score of 40 points will be invited for the interview.

- vii. **Interview stage:** The interview represents the final step of the technical evaluation and will be conducted via Zoom video conference. During the interview, each Tenderer shall briefly present its offer and introduce the proposed Key Expert. The tentative interview date is in the week commencing **23 June 2025**. The exact date and time shall be communicated to all invited Tenderers at least three (3) calendar days in advance.
- viii. Following the interviews, each Evaluator shall complete the Evaluation Grid for the interviewed Tenderers. It should be noted that the language skills of the proposed Key Expert – Team Leader will be assessed during the interview on a pass/fail basis. If the expert does not demonstrate satisfactory language proficiency, the entire offer shall be rejected, regardless of the final score. The Secretary of the Evaluation Committee shall then calculate the final aggregate scores, which shall be the arithmetic average of the individual final scores awarded by each Evaluator.

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 Tender that achieves the highest score in the technical evaluation shall be awarded 100 points. The remaining Tenders will receive a proportionate score calculated using the following formula:

$$\text{Final Technical Evaluation score} = \frac{\text{Score in the technical evaluation of the Tender in question}}{\text{Score in the technical evaluation of the best ranked Tender}} \times 100$$

It shall be noted that, for Tenderers not invited to the interview stage, the Evaluation Grid will remain blank for the (3) INTERVIEW criterion that is assessed exclusively during the interview.

## 9.2 Evaluation of Financial Offers

Upon completion of the technical evaluation, the electronic files containing the Financial Offers of the Tenderers that were invited in the interview stage will be opened and evaluated. Unsuccessful Tenderers that did not participate in the interviews will not have their respective Financial Offers opened and evaluated

The total offered price will be compared against the maximum budget available for the Contract. **Tenders exceeding the maximum budget allocated for the Contract are eliminated.**

If, in the opinion of the Evaluation Committee, a total offered price appears to be **abnormally low** in relation to the services to be provided, the CEB reserves the right to request, in writing, any clarification deemed necessary. This may include a detailed breakdown of costs, or evidence of compliance with applicable obligations under labour law, environmental protection, or subcontracting arrangements. If, after an evaluation of the information provided, the Evaluation Committee concludes that the Tender is not sustainable or poses a risk to successful implementation, it may be rejected on the grounds that the price is abnormally low.

Any arithmetical errors are corrected without penalty to the Tenderer.

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

$$\text{Financial score} = \frac{\text{Financial Offer with the lowest total price}}{\text{Financial Offer of the Tender being considered}} \times 100$$

### 9.3 Choice of selected Tender

The best value for money is established by weighing the score of the Technical Offer against the score of the Financial Offer on a **weighting 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, 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(s) will be informed in writing that its/their Tender(s) has/ have been accepted.

Following the notification of the award, the successful Tenderer shall be required to submit, within **five (5) calendar days**, the documentation specified in **Article 2.4**, **Article 3**, and **Article 7.2.2, point (3)**. Failure to provide the requested documents within the stipulated deadline may result in the **award being offered to the second-ranked Tenderer** or in the **cancellation of the Tender procedure**.

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 which should not concern any material element that could impact the evaluation of the offer.

### **Article 14. Signature of the Contract**

Upon receipt of the Contract from the CEB, the selected Tenderer shall sign and date the Contract and return it to the CEB within five (5) calendar 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. 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:

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 fundamentally altered;
3. exceptional circumstances or *force majeure* render normal performance of the Contract impossible;
4. the financial Offers of all technically compliant Tenders exceed the financial resources available;
5. there have been irregularities in the procedure, in particular where these have prevented fair competition;
6. The assignment associated with the Tender has been fundamentally altered, cancelled or postponed by the CEB;
7. 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); or
8. any other business reasons.

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