

COUNCIL OF EUROPE DEVELOPMENT BANK

PUBLIC CALL FOR TENDERS

N°2025-11/CEB/TAM/P-CS

**PROVISION OF CYBER THREAT INTELLIGENCE (CTI) SERVICES
AND CYBER INCIDENT RESPONSE RETAINER (CIR) SERVICES**

Instructions to tenderers
worth
Contract Notice

Deadline for submissions: 15 September 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 (CEB)

The Council of Europe Development Bank (CEB) is a multilateral development bank with an exclusively social mandate. 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

At the end of 2024, the CEB employed around 230 permanent staff members of more than 30 nationalities, mainly based in Paris at the following official address: 55 Avenue Kléber, FR-75116 Paris, France. In addition, the CEB had 4 staff members in the "SHIFA project office" in Ankara, Türkiye and one staff member based in Kyiv, Ukraine.

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.

2.2 Division of the tender into Lots

This call for tenders is composed of 2 (two) distinct lots:

Lots	Description
Lot 1	Cyber Threat Intelligence (CTI) Services
Lot 2	Cybersecurity Incident Response Retainer (CIR) Services

Each lot is a specific assignment for which companies can tender.

Tenders will be assessed lot by lot. Candidates may not submit offers that vary according to the number of lots that may be obtained.

The tenderer may not submit a single tender for all the lots for which he wishes to apply. Consequently, the tenderer must submit the number of tenders corresponding to the number of lots, each independent of the others.

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 two (2) years and may be extended one or several times, subject to satisfactory performance, for a maximum period of one (1) year, without exceeding a total duration of four (4) years.

2.8 Provisional timetable

Deadline for request for any clarifications from the CEB	20 August 2025 noon
Last date on which clarifications are issued by the CEB	26 August 2025
Deadline for submission of tenders	15 September 2025 noon (Paris time zone)
Presentation of the tender (Interviews)	30 September and 1 st October 2025
Notification of award	17 October 2025
Signature of Contract	From 27 October 2025

Article 3. Eligibility and admissibility

Companies interested in this call for tenders must submit the document [2025-11-CEB-TAM-P-CS_CTI_ (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:

1) Technical capacity:

Tenderers must provide evidence of their technical capacity to carry out the services covered by the contract. This includes demonstrating both **human and material resources** and relevant experience. Evidence may be submitted in the form of reference projects, staff qualifications, and other relevant documentation.

Minimum Capacity Requirements:

For Lot 1: Cyber Threat Intelligence (CTI) Services

- **Proven expertise** in delivering Cyber Threat Intelligence (CTI) services, preferably with organisations such as international financial institutions, multilateral banks, or intergovernmental organisations.
→ *Minimum requirement: At least **four (4)** similar successful assignments completed within the **past two (2) years**, including details such as client name, scope of work, and contract duration.*
- **Presentation of the tenderer's average annual workforce** for each of the **three (3) years** preceding the publication of this call for tenders.
→ *Minimum requirement: At least **ten (10)** experts in the delivery of CTI services.*
- **Financial robustness and internal cybersecurity and responsiveness.**
→ Submission of **audited financial statements** (or equivalent) for the past two years
→ Description of **internal cybersecurity measures** to protect your own systems and ensure continuity of service to clients in case of an attack
→ Indication of **cyber risk insurance coverage** (if applicable)

Note: No minimum thresholds required, but the CEB reserves the right to assess the financial and operational stability of the tenderer as part of the evaluation.

For Lot 2: Cybersecurity Incident Response (CIR) Retainer Services

- **Proven expertise** in delivering Cybersecurity Incident Response (CIR) services, preferably with organisations such as international financial institutions, multilateral banks, or intergovernmental organisations.
→ **Minimum requirement: At least four (4) similar successful assignments delivered in the past two (2) years, including details such as client name, scope of work, and contract duration.**
- **Presentation of the tenderer's average annual workforce** for each of the **three (3) years** preceding the publication of this call for tenders.
→ **Minimum requirement: At least ten (10) experts in the delivery of CTR services.**
- **Capacity to provide 24/7 services.**
→ **Minimum requirement: Contractual commitment to provide round-the-clock (24/7) availability, with the ability to mobilise resources and respond immediately upon request by the CEB.**
- **Flexibility in the use of retained hours or credentials.**
*Minimum requirement: The ability to **reallocate unused incident response retainer hours** toward other cybersecurity services (e.g., vulnerability assessments, penetration testing, threat hunting, advisory services), upon CEB's request and without additional cost, in the absence of incident(s) during the contract period.*
- **Financial robustness and internal cybersecurity and responsiveness.**
→ Submission of **audited financial statements** (or equivalent) for the past two years

Note: No minimum thresholds required, but the CEB reserves the right to assess the financial and operational stability of the tenderer as part of the evaluation.

2) General references:

Tenderers must provide evidence of their **professional capacity**, demonstrating that they possess the qualifications required to deliver the services described in this contract. This proof may be provided by any appropriate means.

Minimum requirement for both lots:

Technical offers must comply with the '**Mandatory technical specifications**' outlined in the evaluation grids [see PDF file 2025-11-CEB-TAM-P-CS_CTI-CIR_ (Evaluation Grid) _Lot 1/Lot 2].

Tenders that **fail to meet these minimum technical requirements** will be **rejected and excluded from further** evaluation.

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. Terms of Reference
3. Evaluation grid – Lot 1;
4. Evaluation grid – Lot 2;
5. Tender submission form – Lot 1
6. Tender submission form – Lot 2
7. Financial proposal form (budget breakdown) – Lot 1;
8. Financial proposal form (budget breakdown) – Lot 2;
9. Draft Contract with Annexes – Lot 1;
10. Draft Contract with Annexes – Lot 2;
11. Contract acceptance form;
12. Code of conduct form;
13. 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>.

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.

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 **Wednesday 20 August 2025, 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 **Tuesday 26 August 2025**.

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 Monday 15 September 2025, 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).

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 authorised 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 fully address the technical requirements outlined in the Terms of Reference [ref. 2025-11-CEB-TAM-P-CS_CTI_ (ToR)], meet the pre-selection and eligibility criteria, and respond to the evaluation grid [ref. 2025-11-CEB-TAM-P-CS_CTI_ (Evaluation Grid)]. It must include the following elements:

(1) **Tender submission form:**

- A completed and signed **tender declaration** from the legal entity identified in Tender submission form, using the format attached in **the tender submission form**.
- A 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.e) above, or, alternatively, a person authorised by the latter in the form of a written power of attorney attached to the Technical Offer.

(2) **Organisation and approach**

The tenderer shall submit an “Organisation and approach” note clearly explaining:

- A **brief company profile** (max. 5 pages), outlining:
 - General presentation of the company;
 - Core areas of expertise in cybersecurity (CTI, CIR);
 - Description of the staffing capacity of the company;
 - Any relevant **international project experience** with institutions similar to the CEB.
- A description of the **understanding of the CEB's context** and a tailored proposal on how to support the CISO and cybersecurity function as per the Terms of Reference (max. 10 pages), including:
 - Approach to providing qualified, contextualised, and actionable threat intelligence;
 - Collaboration methodology and communication channels;
 - Flexibility and responsiveness in case of major cybersecurity incidents.
- Additional elements deemed useful by the tenderer (max. 2 pages), such as:
 - Monitoring and reporting tools or methodologies;
 - Measures supporting **sustainable development and eco-responsibility**.

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

(3) Past experience and references:

- A statement summarising the tenderer's qualifications and relevant experience (max. 8 pages), including:
- Contact details of companies for which the tenderer has provided similar services (2 pages Max).

(4) Internal Cybersecurity Resilience and Risk Management

Tenderers shall describe:

- Their **internal cybersecurity governance**, including:
 - Incident response plans for their own infrastructure;
 - Measures to guarantee service continuity in case of internal incidents;
- Existence of **cyber risk insurance coverage**, if applicable.

This information will be considered as part of the CEB's assessment of the tenderer's **operational resilience and reliability**.

The Technical Offer may be submitted in **Word, PDF or Excel format**, and must not exceed **10MB** in size.

The evaluation of the Technical Offer will be carried out in accordance with the criteria and weightings set out in the **Evaluation Grid**.

7.2.3 Financial offer

The financial offer must be submitted in Euros (excluding VAT) and must include a **completed Financial Offer Form**, following the template provided in the tender documentation.

The Financial Offer must include the following:

- **A detailed price breakdown, in EUR**, covering:
 - **Pricing for Lot 1 -CTI** and/or **Lot 2 -CIR** (e.g. monthly or annual);
 - **Hourly or daily rates** for any additional expert support not covered by the retainer (e.g. crisis intervention, forensic analysis, on-site response);
 - Any **optional services** (if applicable), clearly identified and priced separately;
 - Prices must be indicated **excluding VAT** and must specify the applicable **VAT rate**, if any.

The offer must be signed by a duly authorised representative of the tenderer, as specified in Article 7.2.2

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 – Lot by lot

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

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 **three (3) highest-ranked offers** for each lot will be invited to present their proposal during an interview. The duration of the interviews will be as follows:

- **Lot 1:** 1 hour and 30 minutes
- **Lot 2:** 1 hour

Details regarding the organisation and scheduling of the interviews will be communicated in due course.

In the event of a tie ("ex aequo »), the CEB reserves the right to invite additional tenderers to participate in the interview phase.

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 contract shall be awarded to the tenderer offering the best value for money, based on a combined assessment of the technical and financial offers. The evaluation will be carried out using the following weightings:

- **Lot 1:** 80% Technical / 20% Financial
- **Lot 2:** 60% Technical / 40% Financial

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.
- 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