

COUNCIL OF EUROPE DEVELOPMENT BANK

PUBLIC CALL FOR TENDERS

N°2017-13/CEB/ITP/P-ITP

**FOR SUPPLY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF A
PRIVILEGED ACCESS MANAGEMENT SOLUTION (PAM)**

PROCUREMENT NOTICE

Deadline for submissions: Wednesday 15 November 2017, 14:00 (Paris time zone)

PROCUREMENT NOTICE

Article 1. CEB's presentation and subject of the tender

The Council of Europe Development Bank (CEB) is issuing a call for tenders for the supply, installation, configuration and commissioning of a privileged access management system (PAM).

1.1. Presentation of the Council of Europe Development Bank (CEB)

The Council of Europe Development Bank (CEB) is a multilateral development bank with a social vocation. Established on 16 April 1956 in order to bring solutions to the problems of refugees, its scope of action has progressively widened to other sectors of action directly contributing to strengthening social cohesion in Europe.

The CEB represents a major instrument of the policy of solidarity in Europe in order to help its 41 Member States achieve sustainable and equitable growth: it thus participates in financing social projects, responds to emergency situations and, in so doing, contributes to improving the living conditions of the most disadvantaged population groups.

The CEB contributes to the implementation of socially oriented investment projects through three sectoral lines of action, namely:

- Sustainable and inclusive growth
- Integration of refugees, displaced persons and migrants
- Climate action: developing adaptation and mitigation measures

The CEB is based on a Partial Agreement among Council of Europe Member States and, according to its Articles of Agreement, is subject to the Council's overall authority. Signed on 16 April 1956 by eight countries, the Bank is the first of the Partial Agreements to have been concluded.

The CEB thus operates within the framework of the Council of Europe and supports its priorities but it has its own legal personality.

At the end of 2016, approximately 200 permanent staff members of 31 different nationalities were employed at the Bank all based in Paris. The two official languages are French and English.

1.2. Object of the contract

The CEB IT infrastructure needs a complete solution to protect, monitor, detect, alert, and respond to privileged account activity so that controls can be put in place to proactively protect against, detect and respond to in-progress cyber-attacks before they strike vital systems and compromise sensitive data.

1.3. Contract duration

Contract duration will be for four (4) years and renewable for a maximum of four (4) additional years. The total duration of this contract may not exceed eight (8) years.

1.4. Provisional timetable

Deadline for request for any clarifications from the CEB	08 November 2017 Midnight*
Last date on which clarifications are issued by the CEB	10 November 2017
Deadline for submission of tenders	15 November 2017 (14:00)*
Interviews with bidding companies	27-29 November 2017
Notification of award	30 November 2017
End of standstill period	10 December 2017
Signature of contract	11 December 2017

**all times are in the Paris time zone*

Article 2. Exclusion criteria

Companies interested in that tender need to demonstrate that they are not in one of the following situations:

1. Criminal convictions - for the tenderer itself and for the individuals nominated as consultants
2. Bankruptcy of the tenderer.

Interested companies can use any means at their disposal to show that they are not in such situations, preferably court certifications on absence of criminal convictions and declarations or court certificates in relation to the absence of bankruptcy procedures against the company. Certifications can be replaced by a sworn/solemn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in the country of establishment. The CEB reserves the right to request the above mentioned certifications prior to the signature of any contract coming out of this tender.

Offers from bidders which fail to demonstrate that they are not in the above mentioned situations will not be evaluated. The documentary proof or statements may be in original or copy. If copies are submitted, the originals must be provided to the CEB upon request. Tenderers are reminded that the provision of false information in this tender procedure may lead to their exclusion from the tender procedure.

Article 3. Tendering conditions

3.1. Composition of the tender file

The tender file includes:

- Procurement Notice ;
- Enclosure 1: Terms of Reference ;
- Enclosure 2: Evaluation Grid (annexes A & B) ;
- Enclosure 3: Sample contract with Annexes ;
- Enclosure 4: Code of conduct ;
- Enclosure 5: Statement of integrity.
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3.2. Tenders

Language: The offers, all correspondence and documents related to the tender exchanged by the tenderer and the CEB must be written in English.

Supporting documents and printed literature furnished by the tenderer may be in French without need of translation. Additional documents and printed literature furnished by the tenderer may be in another

language provided they are accompanied by a translation into English. For the purposes of interpretation of the tender, the English language will prevail.

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 proposal of prices), 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 4).

Tender prices shall cover all costs necessary for the full completion of the assignment (fees, insurance, travel, accommodation, etc.) as defined in the Terms of Reference.

3.3. Duration of tender validity

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

3.4. Additional information before the deadline for submission of tenders

The tender dossier should be clear enough to avoid Tenderer from having to request additional information during the procedure. 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 must send such information in writing to all other candidates at the same time.

All contacts between the CEB and the candidates taking part in this call for tenders will be done through the platform <http://coebank.e-marchespublics.com>.

Tenderers may submit questions in writing until **8 November 2017**, through the platform.

The CEB has no obligation to provide clarifications after this date.

Any prospective tenderers seeking to arrange individual meetings with the CEB concerning this contract 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 the tenderers at the latest by **10 November 2017**.

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

3.5. Acceptance and rejection of tenders

The CEB reserves the right:

- To accept or reject non-substantive defects that might affect tenders;
- To reject tenders received after the submission deadline or via other means than the platform, <http://coebank.e-marchespublics.com> without any penalty or justification.

3.6. Modification or cancellation of the call for tenders

The CEB reserves the right to modify or cancel all or part of the call for tenders as necessary, without having to justify its action. This shall not entail any right to compensation.

3.7. Extension of the tender submission date

The CEB may, at its discretion, extend the deadline set for the submission of tenders, in which case all of the rights and obligations of the CEB and the tenderers shall be governed by the new deadline.

3.8. Confidentiality

The call for tenders and all information communicated to the candidate within the context of this call for tenders and the assignment are confidential.

Article 4. Presentation, submission, conditions and content of tenders

4.1. Presentation and submission conditions

Candidates' tenders' reference **N° 2017-13/CEB/ITP/P-ITP** shall be submitted to the following platform: <http://coebank.e-marchespublics.com>. The tender shall be presented within one single compressed zip file in attachment. Documents shall be presented under PDF, Word or Excel format. A delivery status notification will be returned to sender to acknowledge receipt of tender by the CEB. Tenders submitted by any other means will not be evaluated.

4.2. Content of the tender

4.2.1. General information

The tenderer must:

- Provide a signed application letter accepting all elements of the tender as contractually binding;
- Provide 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;
- Provide 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.
- Provide documentary evidence showing that the bidder is not in one of the situations described in the exclusion criteria listed in Article 2.
If the documentary evidence submitted is not written in English or French, a translation into English must be attached.

The documentary proof or statements may be in original or copy. If copies are submitted the originals must be dispatched to the CEB upon request. Tenderers are reminded that the provision of false information in this tender procedure may lead to their exclusion from this tender procedure.

- Fill in the table in Annex A "compliance grid" of the Evaluation Grid (enclosure 2) relating to the minimum technical specifications.
- Comprise a **Technical offer** and a **Financial offer** and these must be submitted in separate documents (see article 3).

4.2.2. Technical offer

The technical offer must include a detailed description of the solution and services proposed for the implementation of the project, supported with evidence of implementation of similar projects in the past.

The Technical offer must, furthermore, include one of the two alternative compliance statements, contained in Article 6 below, in relation to the CEB Draft Contract (Enclosure 3).

4.2.3. Financial offer

The financial offer must include the overall cost of the assignment (global price) with a breakdown of the price.

Prices should be given in euros (EUR), taxes excluded.

The Contractor is solely and fully responsible for Value Added Tax (VAT) and any other applicable taxes, fees and duties charged on the Services. The Contractor shall determine on its only responsibility: (i) the place of taxation of the Services, taking into account 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 Contractor shall not invoice or charge the CEB for any VAT, taxes, fees or duties, unless: (a) previously indicated in the Contractor's Proposal (Enclosure 3); 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 Contractor's Proposal (Enclosure 3) 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 Contractor 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. 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.

4.3. 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 3.2.

4.4. 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. In particular, the costs related to the participation in interviews of the named individuals nominated as consultants shall be borne by the tenderer.

4.5. Ownership of tenders

The CEB retains ownership of all tenders received under this tendering procedure. Consequently, tenderers have no right to have their proposal returned to them.

Article 5. Evaluation of tenders

The Evaluation of the tenders will be carried out in 3 stages. The first step will be to analyse the technical offers (60% of the final mark). Then the Evaluation Committee will identify the best 3 tenderers, who will be invited to an interview. This initial ranking will be done in relation to all technical award criteria as per the Evaluation Grid. Interviews will be completed with a second evaluation (20% of the final mark). Finally, the financial evaluation (20% of the final mark) of the tenders will conclude this evaluation process by establishing the final ranking.

5.1. 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 (Enclosure 2). No other criteria will be used. The award criteria will be examined in accordance with the requirements as indicated in the Terms of Reference (Enclosure 1).

The CEB will notify to companies the dates of the **interviews at least 3 working** days before the actual interviews take place. The interviews will be held in Paris at CEB premises and are provisionally expected to take place in the period between **27 November and 29 November, 2017**.

If a tenderer is prevented from participating in an interview by force majeure, a mutually convenient alternative date/time will be arranged with the tenderer. If the tenderer is unable to participate on this second occasion, its tender may be eliminated from the evaluation process.

Any costs associated with the participation in the interviews are to be born exclusively by the tenderer.

During the interview, the strengths and weaknesses of the offers will be re-assessed.

During the interviews, the bidder will present the way in which it envisages to implement the assignment and will respond to any questions that may be raised by the evaluation committee.

After the interview, each voting member of the Committee completes an evaluation grid to record his/her final assessment of each technical offer in order to establish a general appreciation of strengths and weaknesses of the individual technical offers according to the technical award criteria as per the Evaluation Grid.

The aggregate final score is the arithmetical average of the individual final scores.

The tender with the highest score receives **100 points**. The others are awarded points by means of the following formula: Technical score = (score of the tender being considered/best score) x 100.

5.2. Evaluation of Financial offers.

Upon completion of the technical evaluation, the financial offers for tenders which have been invited to interviews will be assessed.

The tender with the lowest offer price receives **100 points**. The others are awarded points by means of the following formula: Financial score= (lowest fees/total fees of the tender being considered) x 100.

When evaluating the financial offers the Evaluation Committee compares only the bid price (the total fees for the initial assignment).

5.3. Choice of selected tenderer

The best value for money is established by weighing technical quality against price on an 80/20 basis.

Article 6. Contractual Proposal

6.1 Compliance with contract conditions

The Draft Contract which forms part of the tender package shall be the basis for any resulting contract between the CEB and the selected Tenderer. Tenderers shall confirm that they accept the contract conditions set out in the Draft Contract, by making one of the following two statements with respect to the terms and conditions:

- a) "All provisions of the CEB Draft Contract are accepted, and our own sales conditions do not apply"; or
- b) "All provisions of the CEB Draft Contract are accepted, and our own sales conditions do not apply. However, the following amendments/supplements are proposed for the consideration of the CEB:....."

If the Tenderer makes the second statement, i.e. (b), and thus expresses a wish to amend/supplement any of the contract conditions, it must exhaustively and clearly specify which condition(s) it wishes to amend/supplement, state the proposed alternative/added wording, and justify its proposal(s).

Even in the event that the CEB selects a tender in which the Tenderer suggests amendments/supplements to the Draft Contract, the CEB's selection of the tender shall not constitute acceptance of such amendments/supplements. Any proposed amendments/supplements to the terms of the Draft Contract shall either be: (i) considered as rejected by the CEB; or (ii) subject to negotiation prior to contract award.

The CEB will not accept amendments proposed subsequently to the closing date of the tender.

Article 7. 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 8. Ethics clauses / Corruptive practices

- a) Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation Committee or the CEB during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender.
- b) The tenderer must not be affected by any conflict of interest and shall have no equivalent relation in that respect with other tenderers or parties involved in the project.
- c) The CEB reserves the right to suspend or cancel the Contract if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract. For the purposes of this provision, refer to the CEB policy on Compliance which can be found at www.coebank.org.
- d) 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 9. Notification of award

The successful tenderer will be informed in writing that its tender has been accepted. CEB will furthermore, at the same time, also inform the remaining unsuccessful tenderers. A standstill period of 10 calendar days will be applied during which tenderers which can seek clarifications on the evaluation of their tender or present complaints in writing, if they considered that they have not been adequately evaluated.

Article 10. Signature of the contract

Upon receipt of the contract from CEB, the selected tenderer shall sign and date the contract and return it to the CEB within 5 working 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, CEB may award the tender to another tenderer or cancel the tender procedure.

Article 11. Cancellation of the tender procedure

In the event of cancellation of the tender procedure, tenderers will be notified by the CEB.

Cancellation may occur when:

- the tender procedure has been unsuccessful, i.e., no qualitatively or financially worthwhile tender has been received or there is no valid response at all;
- the economic or technical data of the project have fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the contract impossible;
- there have been irregularities in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event shall the CEB be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the CEB has been advised of the possibility of damages.

The publication of a procurement notice does not commit the CEB to implement the programme or project announced.