

# INSTRUCTIONS TO TENDERERS

## Technical Assistance to support the implementation of the Shtip Regional Clinical Hospital Project (LD 1826), MKD

PUBLICATION REFERENCE: 2018-13/CEB/ITP/P-LD

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The Council of Europe Development Bank (CEB) is issuing a Public Call for Tenders (“Call for Tenders”) for the provision of Technical Assistance to support the implementation of the Shtip Regional Clinical Hospital Project (LD 1826), MKD.

**In submitting their tenders, Tenderers must respect all instructions, forms, Terms of Reference, the Draft Contract and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.**

**These Instructions set out the rules for the submission, selection and implementation of contracts financed under this Call for Tenders.**

### **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; and
- 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 2017, 200 permanent staff members of 32 different nationalities were employed at the Bank all based in Paris. The two official languages are French and English.

### **2. Services to be provided**

The services required by the CEB are described in the Terms of Reference. These are contained in Enclosure 1a of the Draft Contract, which is attached to this tender dossier.

### 3. Timetable

Deadline for requesting any clarifications from the CEB:	25 January 2019
Last date for the CEB to issue clarifications:	31 January 2019
Deadline for submission of tenders:	08 February 2019 (Noon)*

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*\* all times are in the Paris time zone*

### 4. Available budget

A fee agreed for this assignment is a lump sum of EUR 250,000 (two hundred and fifty thousand euros).

The CEB has an option to extend the engagement for a further period of twelve (12) months and an additional budget for the same initial amount. Such an option may, as decided by the CEB, be exercised through an Amendment.

### 5. Duration of the Assignment

The term of engagement is twelve (12) months, foreseen to commence on 18 February 2019. The engagement may be extended for an additional period and value (see Article 3 of the Draft Contract), at the discretion of the CEB.

### 6. Participation and sub-contracting

#### 6.1. How to obtain the tender dossier

Tenderers interested in the tender, for the provision of technical assistance to support the implementation of the Shtip Regional Clinical Hospital Project (LD 1826), MKD should address to the Procurement Department of the CEB only by email to the address [procurement@coebank.org](mailto:procurement@coebank.org) by indicating in the subject of the email the Reference to the Publication of the referenced Call for Tenders. The CEB Procurement Department will then forward the Tender Dossier including the Terms of Reference, the Draft Contract and the administrative documents to be submitted.

#### 6.2. Sub-contracting

The selected Tenderer shall not assign or sub-contract the contract or any part thereof except with the prior consent in writing of the CEB and only to a firm or a person approved by the CEB in writing. In this regard, if the Tenderer intends to subcontract one or more parts of the contracted services, this must be clearly stated by the Tenderer in its Tender submission form. For this purpose, individual experts recruited for the project as key or non-key experts are not regarded as subcontractors.

The total value of the sub-contracted part of the services must not exceed 30% of the contract value.

### 7. Content of tenders

#### 7.1. General information

The Tenderer must provide:

- A signed tender submission form accepting all elements of the tender as contractually binding;

- All certificates identifying the Tenderer, including its name, address, registration number, legal form, fields of activity, professional insurance and any other documents which it may deem relevant;
- A signed declaration of the legal entity identified in the tender submission form, using the format attached to the tender submission form;
- An official document proving that the person who signs on behalf of the Consultant is duly authorised to do so (see Clause 7.2. 1) (c));
- One of the two alternative compliance statements to the Draft Contract, as outlined in Clause 10;
- The tenders, 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 another language provided they are accompanied by a translation into English. For the purposes of interpretation of the tender, the English language will prevail;
- The tender must comprise a **Technical offer** and a **Financial offer** and these must be submitted in separate envelopes (see Clause 10). Each Technical offer and Financial offer must contain one (1) original, clearly marked "**Original**", and four (4) copies, each marked "**Copy**". Failure to respect the requirements in Clauses 6.1., 6.2., 7. and 11. of the Instructions to Tenderers will constitute an irregularity and may result in the rejection of the tender.

## 7.2. Technical offer

The Technical offer must include the following documents:

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

- (a) Signed statements of exclusivity and availability (using the template included with the tender submission form), for the key experts, the purpose of which are as follows:
- ❑ The key experts proposed in this tender must not be part of any other tender being submitted for this tender procedure. They must therefore engage themselves exclusively to the Tenderer.
  - ❑ The key experts must also undertake to be available, able and willing to work for all the period foreseen for their input during the implementation of the tasks as indicated in the Terms of reference and/or in the Organisation and methodology.

Note that non-key experts are not required to sign statements of exclusivity and availability.

If a key expert has been proposed as key expert by more than one Tenderer with the agreement of the key expert, the corresponding tenders may be rejected. The same applies if the key expert proposed has been involved in the preparation of the Terms of Reference. The expert concerned will be excluded from this tender procedure.

Having selected a firm partly on the basis of an evaluation of the key experts presented in the tender, the CEB expects the contract to be executed by these specific experts.

- (b) A signed **tender declaration** of the legal entity identified in the tender submission form, using the format attached to the tender submission form.

(c) Duly **authorised signature**: an authorised representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, the Financial Proposal and shall initial all pages of both. The authorisation shall be in the form of a written power of attorney attached to the Technical Proposal.

2) **Organisation and methodology (Annex D)**. Tenderers should draw up an “Organisation & Methodology” note on the following points:

□ RATIONALE

- Any comments on the Terms of reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the contract. An opinion on the key issues related to the achievement of the contract objectives and expected results.
- An explanation of the risks and assumptions affecting the execution of the contract.

□ STRATEGY

- An outline of the approach proposed for contract implementation.
- A list of the proposed activities considered to be necessary to achieve the contract objectives.
- The related inputs and outputs.
- A description of the support facilities (back-stopping) that the team of experts will have from the contractor during the execution of the contract.

□ TIMETABLE OF ACTIVITIES

- The timing, sequence and duration of the proposed activities, taking into account mobilisation time.
- The identification and timing of major milestones in execution of the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of reference.
- The expected number of working days required from each category of expert each month during the period of execution of the contract (using the Excel spreadsheet linked to the Budget breakdown).

3) **Key experts**. The key experts are those whose involvement is considered to be instrumental for the achievement of the contract objectives. Their positions and requirements are defined in the **Terms of Reference (Enclosure 1 of the Draft Consultancy Contract)** and they are subject to evaluation according to the **Evaluation Grid (Annex C)** in this tender dossier.

Tenderers should provide:

- The name of the key experts;
- The CV of the key experts. The CV must be limited to 3 pages. The qualifications and experience of the key experts shall be in accordance to Clause E. a. (Key Experts) of the Terms of Reference.

Tenderers must provide the following documents for the key experts proposed:

- ❑ a copy of the degrees/diplomas and professional training certificates listed in their CVs,
- ❑ a copy of the employers' certificates or references proving the professional experience indicated in their CVs.

Only certified copies of degrees/diplomas, certificates and proof of experience will be taken into account.

Tenderers are reminded that the provision of false information in this tender procedure may lead to their exclusion from this tender award.

### **7.3. Financial offer**

The fee agreed for this assignment is a lump-sum of EUR 250,000 (two hundred and fifty thousand euros), excluding VAT.

The Financial offer should be made in Euro (excluding VAT) and submitted in accordance with **Annex B**.

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, 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 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<sup>1</sup>; 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 3 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.

## **8. Selection criteria**

Tenderers are required to prove that they have sufficient technical, professional and financial capacity to perform the contract. To that end they must provide documentation which confirms that the tenderer meets the following criteria which will apply:

### **8.1. Technical Capacity**

Documentary evidence of on-going or completed projects carried out in the previous five (5) years (namely: 2014, 2015, 2016, 2017 and 2018) similar to the required services and with minimum value of each service contract of EUR 500 000 will be submitted using the format presented below:

*Specific minimum level prior experience required:*

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<sup>1</sup> Article 7 of the Third Protocol to the General Agreement on Privileges and Immunities of the Council of Europe (available at: <http://www.coebank.org/en/about/basic-legal-texts/>)

- The Tenderer completed at least three projects/parts of the projects/contracts in the field of design or construction management or technical assistance related to hospital construction projects of minimum total construction contract value of EUR 60 million in the last five (5) years, with the value of provided services (Complete Annex E - List of Project References).

## 8.2. Financial Capacity

Documentary evidence of the economic and financial capacity, including the audited financial statements for the last three (3) years, or if not required by the law of the Tenderer's country, other financial statements acceptable to the CEB:

*Specific minimum financial capacity required:*

- Minimum turnover: EUR 1,250,000/year over the last three (3) years.

## 8.3. Professional Capacity

Documentary evidence of the professional capacity; document describing the Tenderers organisational structure of the consulting services and support:

*Specific minimum level professional capacity required:*

- Minimum permanent staff members: ten (10) people;
- Provide an organisational chart.

Tenderers that do not meet the above selection criteria will be immediately rejected .

## 9. Period during which tenders are binding

The tender must be valid for a period of **ninety (90) days** after the deadline for the submission of tenders or until they have been notified of the result of the tender. In exceptional cases, before the period of validity expires, the CEB may ask Tenderers to extend the period for a specific number of days, which may not exceed forty (40) days.

## 10. 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 such 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.**

### **11. 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 must send such information in writing to all other candidates at the same time.

Tenderers may submit questions in writing until 25 January 2019, Midnight to [procurement@coebank.org](mailto:procurement@coebank.org) specifying the publication reference.

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

Any clarification of the tender dossier will be communicated in writing to all the Tenderers at the latest by 31 January 2019.

No information meeting is foreseen.

No site visit is foreseen.

### **12. Submission of tenders**

Tenders must be received before **8 February 2019 at Noon**, Paris time. They must include the requested documents:

Sent by the registered mail (including courier services) directly to the address indicated below:

**Council of Europe Development Bank (CEB)**  
To the attention of: Procurement Department  
34, rue Boissière  
F-75116 Paris, France

Please note that any tender received after the deadline for submission shall be returned unopened. (Date of shipping/posting of the tender will not be considered acceptable.)

**Tenders submitted by any other means will not be considered.** Tenders must be submitted using the double envelope system, i.e., in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words "**Envelope A - Technical offer**" and the other "**Envelope B - Financial offer**". All parts of the tender other than the financial offer must be included in Envelope A (i.e., including the Tender submission form, statements of exclusivity and availability of the key experts and declarations). Please provide also a digital copy on a USB key/stick.

**Any infringement of these rules (i.e., unsealed envelopes or references to price in the technical offer) will be considered a breach of the rules, and will lead to the rejection of the tender.**

The outer envelope should carry the following information:

- a) the address for submission of tenders indicated above;
- b) the Reference Number: **2018-13/CEB/ITP/P-LD**;
- c) the words "**NOT TO BE OPENED BEFORE THE TENDER-OPENING SESSION**" and "**NE PAS OUVRIR AVANT LA SÉANCE D'ÉVALUATION DES OFFRES**"; and

d) the name of the Tenderer.

All pages of the Technical and Financial offers must be numbered and signed/initialled.

### **13. 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 Clause 10. The outer envelope (and the relevant inner envelope) must be marked 'Alteration' or 'Withdrawal' as appropriate.

### **14. 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.

### **15. 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.

### **16. Evaluation of tenders**

#### **16.1. 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 (Annex C)** 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 the **Terms of Reference (Enclosure 1 of the Draft Contract)**.

The evaluation of the technical offers will follow the following procedure:

- The Committee examines the technical offers, the financial offers remaining sealed. When evaluating technical offers, each member of the Committee awards each offer, a score out of a maximum hundred (100) points in accordance with the technical evaluation grid laid down in the tender dossier. Under no circumstances may the Committee or its members change the technical evaluation grid communicated to the Tenderers in the tender dossier.
- For an expert the scores should be given in comparison to the requirements stated in the Terms of Reference. Only degrees/diplomas and experience with documented proofs will be taken into account.
- Any tender falling short of the 80-point threshold is automatically rejected. If no tender achieves eighty (80) points or more, the tender procedure will be cancelled.
- Out of the tenders reaching the 80-point threshold, the best technical offer is awarded **100 points**. The others receive points calculated using the following formula:

Technical score = (final score of the technical offer in question/final score of the best technical offer) x 100

#### **16.2. Evaluation of Financial offers**



Upon completion of the technical evaluation, the envelopes containing the financial offers for tenders which were not eliminated during the technical evaluation will be opened (i.e., those which have achieved an average score of 80 points or more). Tenders exceeding the maximum budget available for the contract will be eliminated.

Any arithmetical errors are corrected without penalty to the Tenderer.

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 offers the Evaluation Committee compares only the bid price (the total fees).

### **16.3. Choice of selected Tenderer**

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

### **16.4. 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.

## **17. 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 <http://www.coebank.org/en/about/integrity-and-compliance/compliance-policies/>.
- 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.

## **18. Signature of contract(s)**

### **18.1. 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, also inform the remaining unsuccessful Tenderers.

## **18.2. Signature of the contract(s)**

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) 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.

## **19. Cancellation of the tender procedure**

In the event of cancellation of the tender procedure, Tenderers will be notified of the cancellation by the CEB. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the unopened and sealed envelopes will be returned to the Tenderers.

Cancellation may occur where:

- 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;
- all technically compliant tenders exceed the financial resources available;
- 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.