

# A. INSTRUCTIONS TO TENDERERS

Reference code: AA-010294-001

ME – ERI – Support to the Project Implementation Unit (PIU) for the Montenegro Education Programme

<https://etendering.ted.europa.eu/cft/cft-display.html?cftId=6539>

When submitting their tenders, tenderers must follow all instructions, forms, terms of reference, contract provisions 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.

When submitting their tenders, tenderers should not include any personal data beyond the information required in this tender dossier.

These instructions set out the rules for submitting, selecting and implementing contracts financed under this call for tenders, in conformity with the EIB's Corporate & Technical Assistance Procurement Guide (available on the internet at this address: <https://www.eib.org/en/publications/eib-s-corporate-and-technical-assistance-procurement-guide>).

## **Revision 1 of 10/07/2020**

The following sections of the Instructions to tenderers are modified through this revision 1:

- Section 3: Timetable.
- Section 11. Submission of tenders

### 1. Services to be provided

The services required by the Contracting Authority are described in the Terms of Reference. They are set out in the Part B of this tender dossier.

### 2. Nature of contract

Fee-based

### 3. Timetable

	DATE	TIME*
Site visit (if any)		
Information meeting (if any)	Not applicable	Not applicable
Deadline for requesting clarification from the Contracting Authority	<del>20/08/2020</del> 27/08/2020	23:59 CET
Last date for the Contracting Authority to issue clarification	<del>28/08/2020</del> 04/09/2020	18:00 CET
Deadline for expression of interest (See section 11 below)	<del>02/09/2020</del> 08/09/2020	12:00 CET
Deadline for receipt of tenders by the Contracting Authority	<del>03/09/2020</del> 10/09/2020	12:00 CET
Interviews (if any)	Not applicable	Not applicable

<b>Completion date for evaluating technical offers</b>	September/ <b>October</b> 2020	
<b>Notification of award</b>	October 2020	-
<b>Contract signature</b>	October 2020	-
<b>Start date</b>	<b>November/Decemb</b> <b>er</b> 2020	-

\* All times are in the time zone of the country of the Contracting Authority

³ Provisional date

#### 4. Participation and subcontracting

- a) Participation is open to interested legal and natural persons - participating either individually or in a grouping (consortium) of tenderers. Participation is also open to international organisations.
- b) No more than one tender can be submitted by a natural or legal person, whatever the form of participation (as an individual legal entity or as leader or member of a consortium submitting a tender). In the event that a natural or legal person submits more than one tender, all tenders in which that person has participated will be excluded.
- c) Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the exclusion situations stipulated under Article 57 of European Parliament and Council Directive 2014/24/EU, or if they are target of a sanction or restrictive measure<sup>1</sup> imposed or administered by the European Union;<sup>2</sup> or the United States of America.

Tenderers shall be excluded from this tender procedure if any of the mandatory exclusion grounds for rejection apply.

Tenderers may be excluded from this tender procedure if any of the discretionary grounds for exclusion apply.

Tenderers shall be excluded from this tender procedure if they have been recorded in the Early Detection and Exclusion System of the EC.

Tenderers shall be excluded from this tender procedure if they have been recorded on the list of EIB Exclusion Decisions.

- d) Subcontracting is allowed. If the tenderer intends to subcontract one or more parts of the contracted services, this must be clearly stated in the Organisation and Methodology and the Tender submission form.
- e) Even if subcontracting is allowed, the tenderer must intend to provide the majority of the services itself except for the tasks entrusted to experts either as natural persons or single-member companies. In this respect, note that the individual experts recruited for the project as key or non-key experts are not regarded as sub-contractors.
- f) Subcontractors cannot be in any of the exclusion situations stipulated under Article 57 of European Parliament and Council Directive 2014/24/EU or target of a sanction or restrictive measure imposed or administered by the European Union; or the United States of America.
- g) Whenever requested by the Contracting Authority, the successful tenderer/contractor shall submit a declaration from the intended subcontractor that it is not in one of the exclusion situations. In the event of doubt, the Contracting Authority shall request documentary evidence that the subcontractor is not in a situation of exclusion.
- h) If the offer includes subcontracting, it is recommended that the contractual arrangements between the tenderer and its subcontractors include mediation, according to national and international practices, as a method of dispute resolution.

#### 5. Selection criteria

The following selection criteria will be applied to tenderers. In the case of tenders submitted by a consortium, these selection criteria will be applied to the consortium as a whole:

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<sup>1</sup> Being “**the target of a sanction or restrictive measure**” means the economic operator (i) being listed on a sanctions list, or (ii) being (directly or indirectly) 50% or more (individually or on aggregate basis) owned or controlled by, or acting on behalf of or at the direction of, a person or entity listed on, any sanctions lists, or (iii) being located or resident in, or organised or incorporated under the laws of a Sanctioned Country, or owned or controlled by, or acting on behalf or at the direction of such a person or entity. A “**Sanctioned Country**” shall mean a country or territory that is, or whose government is, at any time, the target of comprehensive country or territory-wide sanction or restrictive measure imposed or administered by the competent authorities described in this sub-section (h).

<sup>2</sup> Pursuant to Chapter 2 of Title V of the Treaty on European Union or Article 215 of the Treaty on the Functioning of the European Union, either autonomously or pursuant to the sanctions decided by the United Nations Security Council on the basis of Article 41 of the UN Charter.

- 1) **Economic and financial capacity of tenderer** (based on item 3 of the tender submission form). In case the tenderer (*leader or any of the members of the consortium*) is a public body, equivalent information should be provided.

- (a) The annual turnover of the tenderer (*individual legal entity or consortium overall*) must be of at least **EUR 3,000,000** for each of the last 3 years (2019, 2018 and 2017) for which accounts have been closed.

**Note to tenderers:** *In the tender form, please make sure to specify the actual financial year(s) for which the data is provided.*

- 2) **Professional capacity of tenderer** (based on items 4 and 5 of the tender form)

The reference period which will be taken into account will be the last three years from submission deadline.

- (a) The number of the permanent staff of the tenderer (individual legal entity or consortium overall) currently working in fields related to this contract (see description of the services to be provided in the Terms of reference), must be at least 10 for each of the last 3 years (2019, 2018 and 2017).

**Note to tenderers:** *In the tender form, please make sure to specify the actual year for which the data is provided.*

- 3) **Technical capacity of tenderer** (based on items 5 and 6 of the tender form). The reference period which will be taken into account will be specified period of time before the submission deadline.

**Legal persons:**

- (a) The tenderer (individual company or consortium altogether) has successfully implemented and completed, during the last **5 years** (from 1<sup>st</sup> January 2015 up to the deadline for the receipt of applications indicated under item 10 below), at least **3 projects** of a minimum value of **EUR 100,000** equivalent each, with activities related to **supporting a public entity in procurement** for design and/or construction and/or supervision of buildings for public entities and should demonstrate that it had a **participation of minimum 60%** in each of the project(s) brought as reference. One of this reference shall cover a public building of 10,000 m<sup>2</sup> or more.
- (b) The tenderer (individual company or consortium altogether) has successfully implemented and completed, during the last **3 years** (from 1<sup>st</sup> January 2017 up to the deadline for the receipt of applications indicated under item 10 below), at least **2 projects** of a minimum value of **EUR 250,000** equivalent each, with activities related to **design of buildings and/or supervision including seismic regulation compliance in moderate to high seismic risk areas** and should demonstrate that it had a **participation of minimum 60%** in each of the project(s) brought as reference.
- (c) The tenderer (individual company or consortium altogether) has successfully implemented and completed, during the last **3 years** (from 1<sup>st</sup> January 2017 up to the deadline for the receipt of applications indicated under item 10 below), at least **1 project** of a minimum value of **EUR 1,500,000** equivalent each, with activities related to **supporting infrastructure development (feasibility study, preliminary design, design, design reviews, technical studies (including environmental and /or social), procurement, and/or supervision) in the Western Balkans**, and should demonstrate that it had a **participation of minimum 60%** in each of the project(s) brought as reference.

**Note to tenderers:** *the project references submitted in the relation to the above criteria for the Technical capacity of the tenderer, must have been successfully implemented and completed within the reference period (although started earlier). The tenderer may refer to a part of a project/service contract which is not yet completed, but only in so far as that part is successfully completed and its date of completion, its value, and tenderer's % contribution may be clearly and unequivocally identified and proven through adequate documentary evidence (such as certificates from the beneficiary) which need to be provided together with the Tender submission form. Where the projects referenced have been implemented by consortia comprising two or more of the members now associated as a consortium for this tender procedure, their respective percentages shall be added together, in order for the application to be assessed on the basis of the consortium as a whole.*

**A single reference may be used to fulfil one or more criteria.**

**Please note that the number of references to be provided must not exceed 10 references.**

Previous experience which caused breach of contract and termination by a Contracting Authority shall not be used as reference.

With regard to criteria relating to economic and financial standing and to criteria relating to technical and professional ability, an economic operator could, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them.

If the tenderer relies on the capacities of other entities, it must, in that case, prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing a commitment (refer to the letter of undertaking model - Part C of this tender dossier) on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility - notably that of nationality – and must fulfil the same relevant selection criteria as the economic operator. The contracting authority shall verify whether there are grounds for exclusion. The contracting authority shall require that the economic operator replaces an entity which does not meet a relevant selection criterion, or in respect of which there are compulsory grounds for exclusion. The contracting authority may require that the economic operator substitutes an entity in respect of which there are non-compulsory grounds for exclusion. With regard to technical and professional criteria, an economic operator may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required. With regard to economic and financial criteria, the entities upon whose capacity the tenderer relies become jointly liable for the execution of the contract.

## **6. Award criteria**

Best price-quality ratio.

## **7. Content of tenders**

Offers, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority 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 the language of the procedure**. For the purposes of interpreting the tender, the language of the procedure has precedence.

The **tender must comprise a Technical offer and a Financial offer**, which must be **submitted in separate** PDF files in accordance to Section 11 below.

The electronic version of the technical offer should be structured in separate files as follows:

1. Administrative documents: (Tender Submission Form including references, declarations and statement of exclusivity and availability; Legal entity file; Power of Attorney etc.), **submitted in a searchable pdf format**;
2. Organisation and methodology, **submitted in a searchable pdf format**;
3. CVs, **submitted in a searchable pdf format**;
4. Supporting documents for the CVs (diplomas and employer certificates or references); and
5. Datasheet, using the template in Part C of the tender dossier, **submitted in excel format**.

The name of each file should include the tender reference (AA-010294-001) and the name of the tenderer (only the name of the leader in case the tender is submitted by a consortium).

### **7.1. Technical offer**

The Technical offer must include the following documents:

- (1) **Tender submission form** (see Part C of this tender dossier) including:
  - a) Signed statements of exclusivity and availability (using the template included with the tender submission form), one for each key expert, the purpose of which are as follows:

- ❑ The key experts proposed in this tender must not be part of any other tender submitted for this tender procedure. They must therefore commit themselves exclusively to the tenderer.
- ❑ Each key expert must also undertake to be available, able and willing to work for the whole period scheduled for his/her input to implement the tasks set out in the Terms of Reference and/or in the Organisation and methodology.

Note that non-key experts must not be asked to sign statements of exclusivity and availability.

Any expert working on another project, where the input from his/her position to that contract could be required on the same dates as his/her activities under this contract, must not be proposed as a key expert for this contract under any circumstances. Consequently, the dates included by a key expert in his/her statement of exclusivity and availability in your tender must not overlap with dates on which he/she is committed to work as a key expert on any other contract. For experts presented as part-time key experts, it is up to the tenderer in its Organisation and Methodology (see item 7.1. (2) of the present Instructions to Tenderers) to demonstrate that the key expert workload is compatible with the level of engagement described in the Terms of References.

The expert may participate in parallel tender procedures but must inform the Contracting Authority of these in the Statement of Exclusivity and Availability. Furthermore, the expert is expected to notify the tenderer immediately if he/she is successful in another tender procedure and he/she is expected to accept the first engagement offered to him/her chronologically.

If a key expert is proposed as a key expert by more than one tenderer with the agreement of the key expert, the corresponding tenders will be rejected. The same applies if the key expert proposed has been involved in the preparation of the current assignment. The expert concerned will be excluded from this tender procedure and may also be excluded from other EIB-financed contracts.

Having selected a firm partly on the basis of an evaluation of the key experts presented in the tender, the Contracting Authority expects the contract to be executed by these specific experts. However, after the award letter, the selected tenderer may propose replacements for the key experts under certain conditions (for further information see point 19).

- b) A signed **declaration** from each legal entity identified in the tender submission form, using the format attached to the tender submission form.
- c) A signed **Declaration of honour on exclusion and selection criteria** from each legal entity identified in the tender submission form, using the format attached to the tender submission form
- d) A completed **Vendor Identification Form** (see Part C of this tender dossier) to indicate the bank account into which payments should be made if the tender is successful. (If the tenderer has already signed another contract with the European Investment Bank, it may provide instead either its Vendor Identification form number or a copy of the Vendor Identification form provided on that occasion, unless it has changed in the meantime).
- e) The **legal entity file and supporting documents** (in case of consortium, these documents should be provided by all the members). If the tenderer has already signed another contract with the European Investment Bank, it may provide instead either its legal entity number or a copy of the legal entity file provided on that occasion, unless it has changed its legal status in the meantime.
- f) Duly authorised signature: **an official document** (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company AND/OR joint venture/consortium is duly authorised to do so. Please highlight in your offer the document and the place in the respective document where this authorisation is mentioned.

- (2) **Organisation and methodology** (will become Annex to the contract), to be drawn up by the tenderer using the following instructions:

**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.
- Explanation of the proposed measures to mitigate identified risks and verify assumptions.

**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 for each identified tasks split per expert.
- In the case of a tender being submitted by a consortium, a description of the input from each of the consortium members and the distribution and interaction of tasks and responsibilities between them. Furthermore, the involvement of all members of the consortium will be considered added value in the tender evaluation. If the tender is submitted by a single company, the total of available points for this part in the evaluation grid will be allocated.
- A description of the support facilities (technical, logistical, clerical backstopping) that the team of experts will have from the contractor during the execution of the contract.
- if applicable, a description of sub-contracting arrangements foreseen, with a clear indication of the tasks that will be entrusted to a sub-contractor and a statement by the tenderer guaranteeing the eligibility of any sub-contractor. If the tender does not include subcontracting, the total of available points for this part in the evaluation grid will be allocated.
- if applicable, a description of the undertaking arrangements with clear indications of the resources the tenderer plan to rely on and in which conditions the support will apply. If the tender does not include undertaking arrangements, the total of available points for this part in the evaluation grid will be allocated.

**Timetable of activities**

- The timing, sequence and duration of the proposed activities, taking into account mobilisation and phasing out 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 'Estimated number of working days' worksheet (in the budget breakdown spreadsheet) must be included in the Organisation and methodology.

- (3) **Key experts** (to become Annex to the contract). The key experts are those whose involvement is considered to be instrumental to achieve the contract objectives. Their positions and responsibilities are defined in the Terms of Reference and they are subject to evaluation according to the evaluation grid in Part C of this tender dossier. The Evaluation Committee may also call them for interview.

Part C of this tender dossier contains the templates that tenderers must use, including:

- a) a list of the names of the key experts;
- b) the CVs of each of the key experts. Each CV should be no longer than 5 pages and only one CV must be provided for each position identified in the Terms of Reference. In case of CVs longer than 5 pages, only the first 5 pages will be taken into account. Non-key experts CVs are not necessary.

**The qualifications and experience of each key expert must clearly match the profiles indicated in the Terms of Reference. If an expert does not meet the requirements for each evaluation criterion (i.e. qualification and skills, general professional experience and specific professional experience), he/she will be assessed accordingly (see the note below at 15.2).**

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

- a copy of the diplomas mentioned in their CVs,
- a copy of employer certificates or references proving the professional experience indicated in their CVs.

Only diplomas and documented experience will be taken into account. Previous experience which caused breach of contract and termination shall not be used as reference.

- (4) Non key experts may also be instrumental to achieve the contract objectives. However, they are not subject to evaluation by the evaluation Committee. Their positions and responsibilities may be defined in the Terms of Reference (Part B of this tender dossier).

If the documentary evidence submitted is not written into the language of the procedure, a translation into this language must be attached. Documentary proof or statements may be in original or copy. If copies are submitted, the originals must be available to send to the Contracting Authority upon request.

**Tenderers are reminded that the provision of false information in this tender procedure may lead to the rejection of their tender and to their exclusion from EIB tender procedures and contracts.**

## **7.2. Financial offer**

The Financial offer must be presented in **Euro** and must include the following documents (using the templates included in the fee-based version of the Financial offer (see part C of this tender dossier):

- ☐ Budget breakdown
- ☐ Working days

**To complete the spreadsheet:**

- 1) Enter the fee rates for each category of expert in the first worksheet ('Budget breakdown')
- 2) Enter the estimated numbers of working days for each category of expert during the period of implementation of the tasks in the second worksheet ('Working days')
- 3) Enter the provision for incidental expenditure given in the Terms of Reference in the first worksheet ('Budget breakdown')
- 4) Enter the provision for expenditure verification given in the Terms of Reference in the first worksheet ('Budget breakdown').

The estimated budget for incidental expenditure and expenditure verification is to be filled in according to the amount indicated in the Terms of Reference.

Note that a schedule based on the 'Estimated number of working days' worksheet within this spreadsheet must also be included as part of the Organisation and Methodology in the technical offer.

Tenderers are reminded that the maximum budget available for this contract, as stated in the contract notice, is **EUR 2,800,000**. Payments under this contract will be made in the currency of the tender – i.e. in EUR.

## **8. Variant solutions**

Tenderers **are not** authorised to tender for a variant in addition to this tender.

## **9. Period during which tenders are binding**

Tenderers are bound by their tenders for 180 days after the deadline for submitting tenders.

The Contracting Authority may ask the tenderers to extend the period for a specific number of days, as deemed necessary.



## **10. Additional information before the deadline for submitting tenders**

The tender dossier should be clear enough to avoid tenderers having to request additional information during the procedure.

Tenderers may submit questions in writing **by the deadline specified in section 3 above** exclusively via the eTendering platform. Requests not submitted via the eTendering platform will not be considered. The corresponding link is indicated in the Contract Notice, section I.3, "Communication". The eTendering platform contains a questions/answers section permitting tenderers to send questions within the deadline specified above and consult the Contracting Authority's replies.

The Contracting Authority has no obligation to provide clarification to requests transmitted after this date.

The Contracting Authority will publish its replies on this platform at least 6 calendar days before the deadline for submission of tenders.

Any tenderer seeking to arrange individual meetings with the Contracting Authority and/or the Promoter concerning this contract during the tender period may be excluded from the tender procedure.

No information meeting and no site visit is foreseen. Visits by individual prospective tenderers during the tender period cannot be organised by the Contracting Authority or the Promoter.

## **11. Submission of tenders**

Tenders must be submitted electronically only through the SmartShare platform of EIB in two (2) separate PDF files, one (1) for the Technical Offer and one (1) for the Financial Offer. Both files should be password protected and the respective passwords should not be communicated to the EIB upon submission.

Tenderers should express their interest by e-mail to the following address: [eib-cpcm-procurement@eib.org](mailto:eib-cpcm-procurement@eib.org) until the **08/09/2020 at 12:00 CET at the latest** in order to receive the access to the SmartShare platform.

After the deadline for receipt of tenders by the Contracting Authority, the Tenderers should communicate by e-mail at the e-mail address: [eib-cpcm-procurement@eib.org](mailto:eib-cpcm-procurement@eib.org) the password for the Technical Offer file only. The communication should be no later than the date for the tendering opening **14/09/2020 at 14:00**.

The password for the Financial Offer file should not be communicated to the EIB upon submission. The Tenderers should communicate the password for the Financial Offer file only when requested by the Contracting Authority.

**Tenders submitted by any other means will not be considered.**

**Any infringement of these rules (e.g., unprotected files / or references to price in the technical offer) constitutes an irregularity which will lead to rejection of the tender.**

## **12. Amending or withdrawing tenders**

Tenderers may amend or withdraw their tenders by written notification prior to the deadline for submitting tenders. Tenders may not be amended after this deadline.

Any such notification of amendment or withdrawal must be prepared and submitted in accordance with item 11. The outer envelope (and the relevant inner envelope) must be marked 'Amendment' or 'Withdrawal' as appropriate.

## **13. Costs for preparing tenders**

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs must be borne by the tenderer, including the cost of interviewing proposed experts.

## **14. Ownership of tenders**

The Contracting Authority retains ownership of all tenders received under this tendering procedure. Consequently, tenderers do not have the right to have their tenders returned to them.

## 15. Evaluation of tenders

### 15.1. Compliance with the selection criteria

The compliance of the tenderers with the requirements of the selection criteria (see item 5 of these Instructions to tenderers) will be analysed at the beginning of the evaluation process. Non-compliance will lead to the rejection of the tender.

### 15.2. Evaluation of technical offers

For the offers submitted by tenderers fulfilling the selection criteria, 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 included in Part C of 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 (Part B of this tender dossier).

Note for the evaluation of key experts: Key Experts will be scored against the requirements stated in the Terms of Reference. For the evaluation of the key experts, the 80% will serve as a guideline. This means that when an expert is technically acceptable on a particular criterion (when he/she fulfils the requirement for that criterion as it is described in the ToRs), 80% of the maximum score foreseen for that criterion will be allocated. If the expert exceeds the requirement described in the ToRs for that criterion, a percentage between 81 and 100% of the maximum score foreseen for that criterion will be allocated, depending on by how much the expert exceeds the requirement. If the expert's experience goes below the requirement described in ToRs for that criterion he/she will be scored accordingly, a percentage below 80% will be allocated, depending on by how much the expert's experience is below the requirement.

Only offers that achieve a score of 80 or more are declared 'technically accepted' Any tender falling short of the 80-points threshold will be automatically rejected.

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.

#### 15.2.1. Interviews

No interviews are foreseen.

### 15.3. Evaluation of financial offers

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

The tender with the lowest total fees + lump sums (incidentals & expenditure verification) receives 100 points. The others are awarded points by means of the following formula:

Financial score = (lowest total fees + lump sums (incidentals & expenditure verification) / total fees + lump sums (incidentals & expenditure verification) of the tender being considered) x 100.

Any arithmetical errors are corrected without penalty to the tenderer such that, if there is a discrepancy between a fee rate and the total amount derived from multiplying the fee rate by the corresponding number of working days, the fee rate as quoted must prevail, unless the opinion of the Evaluation Committee contains an obvious error in the fee rate, in which event the total amount as quoted must prevail and the fee rate must be corrected.]

## 16. Choice of selected tenderer

The best price-quality ratio is established by weighing technical quality against price on an 80/20.

This is done by adding:

- the technical scores awarded to the technical offers multiplied by 0.80.

and

- the financial scores awarded to the financial offers multiplied by 0.20.

## 17. 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 confidential and may be communicated neither to the tenderers nor to any party other than the Contracting Authority, the European Commission, the European Anti-Fraud Office and the European Court of Auditors.

## **18. 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 Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties.
- b) The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the current assignment.
- c) The European Investment Bank reserves the right to suspend or cancel project financing 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, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the Contracting Authority.
- d) Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.
- e) The Contracting Authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. If substantial errors, irregularities or fraud are discovered after the award of the Contract, the Contracting Authority may refrain from concluding the Contract.

## **19. Signature of contract**

### **19.1. Notification of award**

The successful tenderer will be informed in writing that its tender has been accepted.

The successful tenderer shall then confirm availability or unavailability of their key-experts within 5 days from the date of the notification of award.

In case of unavailability the tenderer will be allowed to propose replacement key-expert(s). The successful tenderer shall give due justification for the exchange of the key-expert but the acceptance will not be limited to specific cases. Several replacement key-experts may be proposed but only one time-period of 15 days from the date of the notification of award will be offered. The replacement key-expert(s) cannot be an expert proposed by another tenderer in the same call for tender.

The replacement key-expert's total score must be at least as high as the scores of the key-expert proposed in the tender. It must be emphasised that the minimum requirements for each evaluation criteria must be met by the replacement expert.

If replacement key-experts are not proposed within the 15 days delay or if the replacement experts are not sufficiently qualified, or that the proposal of the replacement key-expert amends the award conditions which took place, the Contracting Authority may decide to award the contract to the second best technically compliant tenderer (also giving them a chance to replace a key-expert should he/she not be available).

Should the Contracting Authority learn that a tenderer has confirmed the availability of a key expert and signed the contract although the tenderer has deliberately concealed the fact that the key-expert is unavailable from the date specified in the tender dossier for the start of the assignment,

the Contracting Authority may decide to terminate the contract on the basis of article 36.3 (m) of the General Conditions.

#### **Documentary evidence required from the successful tenderer**

**Before the Contracting Authority signs the contract with the successful tenderer, the latter must provide the additional information and documentary evidence listed below.**

- (1) 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 stipulated under Article 57 of European Parliament and Council Directive 2014/24/EU. 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 furnished stating that the situations described in these documents have not changed since then.

If the nature of your 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), please provide a declaration explaining this situation.

The Contracting Authority may waive the obligation of any tenderer to submit the documentary evidence referred to above if such evidence has already been submitted for the purposes of another procurement procedure, provided that the issue date of the documents does not exceed one year and that they are still valid. In this case, the tenderer must declare on his/her honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that his/her situation has not changed.

- (2) Documentary evidence of the financial and economic capacity as well as the technical and professional capacity according to the selection criteria specified in item 5 above. For the technical selection criteria you will find information in the notification of award letter which references qualified you and you are only requested to submit documentary evidence for these references.

If the documentary evidence submitted is not written into the language of the procedure, a translation into this language must be attached. Documentary proof or statements may be in original or copy. If copies are submitted, the originals must be available to send to the Contracting Authority upon request.

If the successful tenderer fails to provide the documentary evidence listed above within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the tender to another tenderer or cancel the tender procedure.

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

Within 30 days of receipt of the contract, the selected tenderer shall sign and date the contract and return it to the Contracting Authority.

Failure of the selected tenderer to comply with this requirement may constitute grounds for annulling the decision to award the contract. In this event, the Contracting Authority may award the tender to another tenderer or cancel the tender procedure.

The other tenderers will, at the same time as the notification of award is submitted, be informed that their tenders were not retained by standard letter, including an indication of the relative weaknesses of their tender by way of a comparative table of the scores for the winning tender and the unsuccessful tender. The second best tenderer is informed of the notification of award to the successful tenderer with the reservation of the possibility to receive a notification of award in case of inability to sign the contract with the first ranked tenderer. The validity of the offer of the second best tenderer will be kept. The second tenderer may refuse the award of the contract if, when receiving a notification of award, the validity of their tender has expired.

The Contracting Authority will furthermore, at the same time, also inform the remaining unsuccessful tenderers and the consequence of these letters will be that the validity of their offers must not be retained.

The corresponding contract award notice will be published on the website <http://ted.europa.eu/TED/main/HomePage.do>.

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

In the event of cancellation of the tender procedure, the Contracting Authority will notify tenderers of the cancellation. 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, for example, where:

- the tender procedure has been unsuccessful, i.e., no suitable, qualitatively or financially acceptable tender has been received or there is no valid response at all;
- there are fundamental changes to the economic or technical data of the project;
- exceptional circumstances or force majeure render normal performance of the contract impossible;
- all technically acceptable tenders exceed the financial resources available;
- there have been substantial errors, irregularities or frauds in the procedure, in particular if they 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);
- Condition linked to the signature of Cooperation Agreement with the promoter.

In no event shall the Contracting Authority 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 Contracting Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced.

## **21. Privacy Statement**

During a Public Procurement procedure the EIB may get access to certain personal data (information related to an identified or identifiable natural person). EIB's Privacy statement, available at <https://www.eib.org/en/privacy/procurement.htm>, provides information about the collection and use of personal data in the context of procurement procedures.

## **22. Additional information**

This tender procedure is launched with "suspension clause". This entails that the award of the contract is subject to the signing of a Cooperation Agreement between the EIB and the Promoter. The tenderers interested in participating in this tender procedure must be fully aware that in no event shall the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits/costs incurred by the tenderer in preparing and submitting his tender, in any way connected with the cancellation of the tender procedure on the ground of the "suspension clause" even if the Contracting Authority has been advised of the possibility of damages.

As such, by submitting their tender, the tenderer accepts in full the use of the "suspension clause" in this tender procedure as well as its possible consequences.]>

- The Consultant is expected to quote the price net of any taxes.

Under article 22 of the Protocol of the Privileges and Immunities of the European Union (<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:C:2004:310:0261:0266:EN:PDF>) and article 151(b) of Council Directive 2006/112/EC on the common system of value added tax, the EIB benefits from VAT exemption on its purchases in Member States of the European Union. In its capacity as a Community body, the EIB is not liable to VAT and consequently has no VAT number. An intra-Community VAT exemption certificate (15.10 form) may be provided to you, should you require such document to enable you to justify to the local tax authorities the issuing of an invoice excluding VAT.

At the same time, note that – even if local tax exemption is obtained – any equipment procured/imported in the beneficiary country/ies to facilitate the technical assistance operation, and which will remain the property of the Contractor after the end of the period of implementation of the contract, might be subject to payment of (residual) local taxes and such taxes are not to be invoiced to the Contracting Authority.

## **Scope of additional services**

The Contracting Authority may, at its own discretion and subject to the availability of funding, extend the scope and duration of the project to cover additional or supplementary services, or unforeseen delays in implementation.

In case of additional or supplementary services, such extension shall be up to a maximum not exceeding the duration and value of the initial contract value.

Any extension of the contract would be subject to satisfactory performance by the Consultant.

Any dispute concerning procurement conducted by the EIB would fall under the jurisdiction of the European Court of Justice.