

# INSTRUCTIONS TO TENDERERS

AA-010317 - Advisory Support to the EIB Project Advisory Support Unit in implementing the Technical Assistance to Romania's National Agency for Public Procurement ("ANAP")

- **Lot 1:** Support to the overall project management;
- **Lot 2:** Support in public procurement control for construction works;
- **Lot 3:** Support in public procurement control for intellectual services;
- **Lot 4:** Support in public procurement control for IT&C equipment and/or software;
- **Lot 5:** Support in establishing local Centralised Procurement Bodies (CPBs);
- **Lot 6:** Project Management Assistance to the EIB PAS Team.

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.

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: <http://www.eib.org/infocentre/publications/all/guide-for-procurement-of-services-supplies-and-works-by-the-eib-for-its-own-account.htm>) <https://www.eib.org/en/publications/eib-s-corporate-and-technical-assistance-procurement-guide>).

## 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

Time and material

## 3. Timetable

	DATE	TIME*
Deadline for requesting clarification from the Contracting Authority	27/01/2020	23:59
Last date for the Contracting Authority to issue clarification	04/02/2020	-
Deadline for receipt of tenders by the Contracting Authority	10/02/2020	23:59
Interviews (if any)	09-13/03/2020	-
Completion date for evaluating technical offers	30/03/2020	-
Notification of award	15/04/2020	-
Contract signature	15/05/2020	-
Start date	18/05/2020 <sup>3</sup>	-

**\* All times are in the time zone of the country of the Contracting Authority (Romania in this case)**

**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) 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; 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.

- c) Contracts will be awarded lot by lot and each lot will form a separate contract.
- d) Tenderers may submit tenders for one lot or more lots whatever the form of participation (as an individual tender or as leader or member of a consortium submitting a tender). Tenderers submitting offers for more than one lot must submit their offers for each lot separately. The maximum number of lots that can be awarded to a natural person is 1 due to the full time involvement of the key expert. The maximum number of lots that can be awarded to a legal entity is 6 conditioned by having different key expert proposed for each of the 6 lots.

A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure. All members of a consortium (i.e., the leader and all other members) are jointly and severally liable to the Contracting Authority.

A legal group cannot be represented within one lot in more than one tender. A natural or legal person member of a legal group (for example an EEIG), cannot participate individually in a tender and through the legal group in a second tender for the same lot.

In the event that a natural or legal person submits more than one tender per lot, all tenders in which that person has participated will be excluded.

- e) 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.
- f) 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.
- g) 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

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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).

restrictive measure imposed or administered by the European Union; or the United States of America.

- h) 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.
- i) 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

**Participation of the Small and Medium-sized Enterprises (SMEs) in the procurement procedure is highly encouraged.**

### **LOT 1: Support to the overall project management**

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:

- 1) **Technical capacity of candidate** (based on items 5 and 6 of the tender form). The reference period which will be taken into account will be the last 5 years from the submission deadline.
  - (a) The tenderer has worked successfully in at least 4 technical assistance/consultancy contracts for public sector beneficiaries in which the proposed expert had the co-ordinating role, i.e. Team Leader or Deputy Team Leader with a budget of at least 100,000 EUR each (exclusive of VAT). These contracts should have been implemented at any moment during the reference period of 5 years. This means that the services that the tenderer refers to could have been started or completed at any time during the indicated period, but it does not necessarily have to be started and completed during that period, nor implemented during the entire period. Tenderers are allowed to refer either to service assignments for which the delivery has been completed within the reference period (although started earlier), or to service assignments for which the delivery has not yet been completed by the submission deadline.

The proper evidence of performance should be provided as follows:

- (i) **For Legal persons:** Completion certificate (for completed references) and/or status certificate (for on-going references) issued by the entity which awarded the contract.
- (ii) **For Natural persons:** Statement or certificate from the employer of the candidate or from the entity which awarded the contract.

Previous experience which caused breach of contract and termination by a Contracting Authority (and/or termination of the employment/consultancy contract by the Employer for natural persons) shall not be used as reference.

With regard 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 - Section 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 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 economic and financial criteria, the entities upon whose capacity the tenderer relies become jointly liable for the execution of the contract.

## **LOT 2: Support to ANAP in public procurement control for construction works**

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:

- 1) **Technical capacity of candidate** (based on items 5 and 6 of the tender form). The reference period which will be taken into account will be the last 5 years from the submission deadline.
  - (a) The tenderer has worked successfully in the preparation, and/or in providing technical assistance for the preparation (e.g. review, quality control, etc.), of:
    - tender documents (including total estimated duration, total cost estimates, Employer's Requirements wherever appropriate, Bills of Quantities or Payment Schedules wherever appropriate, etc.) – for or on behalf of contracting authorities/ entities; and/or
    - technical proposals (including works schedules, planning of resources, quality assurance and control, contract management, etc.), financial proposals (including their substantiation – Bills of Quantities or Payment Schedules wherever required, etc.) – for or on behalf of tenderers,

for at least **3 construction projects** of a minimum **aggregate** value of **EUR 60 million (exclusive of VAT)**, using contracts with or without design included (both types of works contracts shall be covered) in at least one of the following fields: transport infrastructure, environment infrastructure, water and wastewater infrastructure, energy infrastructure, solid waste infrastructure, buildings. The above mentioned assignments should have been implemented at any moment during the reference period of 5 years. This means that the assignments that the tenderer refers to could have been started or completed at any time during the indicated period, but it does not necessarily have to be started and completed during that period, nor implemented during the entire period. Tenderers are allowed to refer either to assignments for which the delivery has been completed within the reference period (although started earlier), or to assignments for which the delivery has not yet been completed by the submission deadline.

The proper evidence of performance should be provided as follows:

- (i) **For Legal persons:** Completion certificate (for completed references) and/or status certificate (for on-going references) issued by the entity which awarded the contract.
- (ii) **For Natural persons:** Statement or certificate from the employer of the candidate or from the entity which awarded the contract.

Previous experience which caused breach of contract and termination by a Contracting Authority (and/or termination of the employment/consultancy contract by the Employer for natural persons) shall not be used as reference.

With regard to criteria relating to technical and professional ability, an economic operator (i.e. legal persons) 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 - Section 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 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 economic and financial criteria, the entities upon whose capacity the tenderer relies become jointly liable for the execution of the contract.

### **LOT 3: Support to ANAP in public procurement control for intellectual services**

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:

1) **Technical capacity of candidate** (based on items 5 and 6 of the tender form). The reference period which will be taken into account will be the last 5 years from submission deadline.

(a) The tenderer has worked successfully in:

- the preparation, and/or in providing technical assistance for the preparation (e.g. review, quality control, etc.), of:
  - tender documents (including total estimated duration, total cost estimates, deliverables, time schedule etc.) – for or on behalf of contracting authorities/ entities; and/or
  - technical proposals (including planning of resources, quality assurance and control, contract management, etc.) and financial proposals (including their substantiation) – for or on behalf of tenderers,

for **at least 2 service contracts** of a minimum **aggregate** value of **EUR 1,000,000 (exclusive of VAT)** in the area of intellectual services such as institutional reform/reorganisation, studies of various nature, audit, project management/ implementation/ evaluation support; **and**

- contract management/implementation in at least one intellectual service contract of a minimum value of **EUR 500,000 (exclusive of VAT)** in the area of intellectual services such as institutional reform/reorganisation, studies of various nature, audit, project management/ implementation/ evaluation support.

**and**

(b) The tenderer has been involved in the awarding and/or implementation of at least one concession contract as either a concession operator, concession provider or provider of technical assistance in the preparation of the concession.

The proper evidence of performance should be provided as follows:

- (i) **For Legal persons:** Completion certificate (for completed references) and/or status certificate (for on-going references) issued by the entity which awarded the contract.
- (ii) **For Natural persons:** Statement or certificate from the employer of the candidate or from the entity which awarded the contract.

Previous experience which caused breach of contract and termination by a Contracting Authority (and/or termination of the employment/consultancy contract by the Employer for natural persons) shall not be used as reference.

With regard to criteria relating to technical and professional ability, an economic operator (i.e. legal persons) 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 - Section 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 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 economic and financial criteria, the entities upon whose capacity the tenderer relies become jointly liable for the execution of the contract.

#### **LOT 4: Support to ANAP in public procurement control for IT&C equipment and/or software**

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:

1) **Technical capacity of candidate** (based on items 5 and 6 of the tender form). The reference period which will be taken into account will be the last 5 years from submission deadline.

(a) The tenderer has worked successfully in:

- the preparation, and/or in providing technical assistance for the preparation (e.g. review, quality control, etc.), of:

- tender documents (including total estimated duration, total cost estimates, time schedule etc.) – for or on behalf of contracting authorities/ entities; and/or

- technical proposals (including planning of resources, quality assurance and control, contract management, etc.) and financial proposals (including their substantiation) – for or on behalf of tenderers,

for **at least 3 IT&C projects (hardware and/or software)** of a minimum **aggregate** value of **EUR 1,200,000 (exclusive of VAT); and**

- the implementation of at least **one IT&C project** of a minimum value of **EUR 400,000 (exclusive of VAT)**, as Contractor's or Service Provider's team member.

The proper evidence of performance should be provided as follows:

(i) **For Legal persons:** Completion certificate (for completed references) and/or status certificate (for on-going references) issued by the entity which awarded the contract.

(ii) **For Natural persons:** Statement or certificate from the employer of the candidate or from the entity which awarded the contract.

Previous experience which caused breach of contract and termination by a Contracting Authority (and/or termination of the employment/consultancy contract by the Employer for natural persons) shall not be used as reference.

With regard to criteria relating to technical and professional ability, an economic operator (i.e. legal persons) 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 - Section 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 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 economic and financial criteria, the entities upon whose capacity the tenderer relies become jointly liable for the execution of the contract.

### **LOT 5: Support in establishing local Centralised Procurement Bodies (CPBs)**

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:

- 1) **Technical capacity of candidate** (based on items 5 and 6 of the tender form). The reference period which will be taken into account will be the last 5 years from submission deadline.
  - (a) The tenderer has worked successfully in:
    - at least **2 service assignments** for public or private organisations with at least **40 employees**, within which the proposed expert participated in the provision of solutions for establishing or re-shaping business processes (engineering/re-engineering, change management, building/enhancing administrative capacity, etc.); **and**
    - applying public procurement procedures and practices in relation to at least **2 supply or service contracts** of at least **EUR 200,000 each (exclusive of VAT)**.

The proper evidence of performance should be provided as follows:

- (i) **For Legal persons:** Completion certificate (for completed references) and/or status certificate (for on-going references) issued by the entity which awarded the contract.
- (ii) **For Natural persons:** Statement or certificate from the employer of the candidate or from the entity which awarded the contract.

Previous experience which caused breach of contract and termination by a Contracting Authority (and/or termination of the employment/consultancy contract by the Employer for natural persons) shall not be used as reference.

With regard to criteria relating to technical and professional ability, an economic operator (i.e. legal persons) 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 - Section 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 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 economic and financial criteria, the entities upon whose capacity the tenderer relies become jointly liable for the execution of the contract.

## **LOT 6: Project Management Assistance to the EIB PAS Team**

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:

- 1) **Technical capacity of candidate** (based on items 5 and 6 of the tender form). The reference period which will be taken into account will be the last 5 years from submission deadline.
  - (a) The tenderer has worked successfully in:
    - at least **one assignment** in which the expert provided project management support to the team in a technical assistance project of at least **EUR 5 million (VAT not included)**.

The proper evidence of performance should be provided as follows:

- (i) **For Legal persons:** Completion certificate (for completed references) and/or status certificate (for on-going references) issued by the entity which awarded the contract.
- (ii) **For Natural persons:** Statement or certificate from the employer of the candidate or from the entity which awarded the contract.

Previous experience which caused breach of contract and termination by a Contracting Authority (and/or termination of the employment/consultancy contract by the Employer for natural persons) shall not be used as reference.

With regard to criteria relating to technical and professional ability, an economic operator (i.e. legal persons) 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 - Section 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 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 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 for each lot must comprise a Technical offer and a Financial offer**, which must be **submitted in separate envelopes** (see clause 10 below). Failure to fulfil the requirements in clauses 7.1, 7.2 and 11 will constitute an irregularity and may result in rejection of the tender.

### 7.1. Technical offer

The Technical offer must include the following documents:

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

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 the key expert for this contract under any circumstances. Consequently, the dates included by the 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 on any other contract.

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 project. 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 expert presented in the tender, the Contracting Authority expects the contract to be executed by this specific expert. However, after the award letter, the selected tenderer may propose replacements for the key experts under certain conditions (for further information see point 14).

- b) **A signed declaration** from each legal entity identified in the tender submission form, using the format attached to the tender submission form.
- c) **The legal entity file and supporting documents** (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).

d) 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 it is mentioned about this authorisation.

(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.

**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 'Estimated number of working days' worksheet (in the budget breakdown spreadsheet) must be included in the Organisation and methodology.

(3) **Key expert** - The key expert is that whose involvement is considered to be instrumental to achieve the contract objectives. His/her position and responsibilities are defined in the Terms of Reference to the draft contract and they are subject to evaluation according to the evaluation grid in Part C of this tender dossier. The Evaluation Committee will also call them for interview.

Part C of this tender dossier contains the CV template that tenderers must use. The CV should be no longer than 5 pages and only one CV must be provided for the key expert. 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 the 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. qualifications general professional experience and specific professional experience and professional skills), he/she will be assessed accordingly** (see the note below at 14.2).

**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.

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.**

The electronic version of the technical offer must be included with the printed version in the separate envelope in which the technical offer is submitted. If there are any discrepancies between the electronic version and the original, printed version, the latter has precedence.

## 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:

- Enter the fee rate<sup>2</sup> for the proposed key expert in the worksheet ('Budget breakdown');
- The estimated budget for incidental expenditure and estimated numbers of working days are pre-filled in the template budget breakdown in the tender dossier. The tenderers can only increase the estimated number of working days (if considered necessary) and are not allowed to change/modify/delete the incidental expenditure..

The electronic version of the financial offer must be included with the printed version in the separate envelope in which the financial offer is submitted. If there are any discrepancies between the electronic version and the original, printed version, the latter will have precedence.

**Tenderers are reminded that the maximum budgets available for each of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6, including the incidental expenditures, as stated in the contract notice, are the following:**

Lot	Budget (EUR, exclusive of VAT):
Lot 1	279,500
Lot 2	243,500
Lot 3	239,000
Lot 4	241,500
Lot 5	243,500
Lot 6	125,000

Payments under the contract will be made in the currency of the tender.

### Payments conditions:

Payments will be made in Euro into the bank account notified by the Tenderer to the Contracting Authority in accordance.

By derogation from the provisions of Article 5 of the General Conditions, the Contracting Authority will make payments to the Contractor in accordance with the following provisions:

- A pre-financing payment for each of Lots 1, 2, 3, 4, 5 and 6, of 10% of the corresponding contract price, if requested by the Contractor, will be payable under this contract within 45 days after the receipt by the Contracting Authority of the Contract signed by both parties and of a request for payment.
- Interim payments within 45 days after the receipt by the Contracting Authority of the corresponding invoice, subject to the receipt and approval by the Contracting Authority of the corresponding quarterly progress reports and timesheets submitted by the Consultant, as defined in the terms of reference and the technical offer. When 80% of the contract amount has been paid (pre-financing and interim payments) the amounts due to the Consultant shall be deducted from the pre-financing payment until it is completely reimbursed before any additional payments will be made.

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<sup>2</sup> In consideration for performing the Services, the Service Provider shall be paid at all-inclusive daily fee, exclusive of VAT. The all-inclusive daily fee does not cover authorized expenses (i.e. incidental expenditure). The Bank will reimburse authorized expenses as specified in the Terms of reference upon submission by the Service Provider of invoices for such expenses. The total amount that can be paid to the Service Provider under the Contract in respect of both fees and authorized expenses shall not exceed the contract price, exclusive of VAT.

- The invoices must be paid such that the sum of payments does not exceed 90% of the maximum contract value; the 10% being the minimum final payment.
- The balance of the final value of the contract after verification, subject to the maximum contract value after deduction of the amounts already paid, within 45 days of the Contracting Authority receiving an invoice accompanied by the final progress report and a final expenditure verification report subject to approval of those reports according to the terms of reference (Section B).

## 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 candidates having to request additional information during the procedure.

Tenderers may submit questions in writing **by 10.02.2020 at 23:59 at the latest** 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, "Electronic access to information". 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 government of the partner country 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.

## 11. Submission of tenders

Tenders must be submitted in such that they are **received in the EIB premises**, at the below address, **before or on 10.02.2020**. They must include the requested documents in clause 6 above and be received at:

- **EITHER** by recorded delivery (official postal service) to:

**European Investment Bank (EIB)**  
Mrs Simona Bovha, Head of  
Consultant Procurement and Contract Management Division  
SG/AS/Consultant Procurement and Contract Management (CPCM)  
100 boulevard Konrad Adenauer, L-2950 Luxembourg

- **OR hand delivered** (including courier services) to:

**European Investment Bank (EIB)**  
Mrs Simona Bovha, Head of  
Consultant Procurement and Contract Management Division  
SG/AS/Consultant Procurement and Contract Management (CPCM)  
100 boulevard Konrad Adenauer, L-2950 Luxembourg

In this case, the delivery record makes proof of compliance with the time-limit for receipt.

The receipt dated and signed by the employee at the reception desk who receives the tender shall form the evidence of the tender having been handed in.

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

Tenders must be submitted using the double envelope system for each lot, i.e., in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words 'Envelope A — "Lot Number and Title"<sup>3</sup> Technical offer' and the other 'Envelope B — "Lot Number and Title"<sup>3</sup> Financial offer'. All parts of the tender other than the financial offer must be submitted in Envelope A (i.e., including the tender submission form, statements of exclusivity and availability of the key experts and declarations).

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

The outer envelope should provide the following information:

- a) the address for submitting tenders indicated above;
- b) the reference code of the tender procedure (indicated on the first page of these Instructions to tenderers);
- c) the words 'Not to be opened before the tender-opening session';
- d) the name of the tenderer.

Each envelope must include an index of its contents. The pages of the Technical and Financial offers must be numbered.

## **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 Clause 10. 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 leads 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 Section 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 (Section B of this tender dossier).

*Note for the evaluation of experts:* Experts should 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

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<sup>3</sup> Please indicate the corresponding Lot's number and title

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.

### 15.2.1. Initial Technical Evaluation (before interviews)

The quality of each technical offer of the tenders compliant with the selection criteria will be evaluated and scored according to the evaluation grid provisions for the "Initial Technical Evaluation".

Only offers that achieve after the initial technical evaluation 80 points or more are invited to the interview. Any tender falling short of the 80-points threshold is automatically rejected.

~~Out of the tenders reaching the 80 point threshold, the best technical offer after the initial technical evaluation is awarded 100 points. The others receive points calculated using the following formula:~~

~~Initial Technical Score (ITS) = (total score of the technical offer in question/total score of the best technical offer) x 100.~~

~~Only offers that achieve an initial technical score of 80 or more are declared 'technically compliant' and they will be invited to the interview. Any tender falling short of the 80-points threshold is automatically rejected.~~

### 15.2.2. Interviews

~~The Evaluation Committee will interview the key experts proposed in the technically compliant tenders, after having written conclusions of the Initial Technical Evaluation.~~

The Evaluation Committee will interview the key experts proposed in the tenders that achieved 80 points or more after the Initial Technical Evaluation. The evaluation will be done according to the Evaluation grid provisions for the "Interview".

Any tender falling short of the 80-points threshold for the interviews phase is automatically rejected.

The date and time of these interviews will be confirmed or notified to the tenderer at least ten days in advance. If a tenderer is prevented from attending an interview by force majeure, a mutually convenient alternative appointment is arranged with the tenderer. If the tenderer is unable to attend this second appointment, its tender will be eliminated from the evaluation process.

~~Out of the tenders reaching the 80 point threshold after the interview initial technical evaluation, the best tenderer during after the interview is awarded 100 points. The others receive points calculated using the following formula:~~

~~Interview Score (IS) = (total interview score of the tenderer in question/total interview score of the best tenderer during the interview) x 100.~~

### 15.2.3. Final Technical Evaluation (after Interviews)

~~The Final Technical Score will be the arithmetical average of the Initial Technical Score and Interview Score. The Final Technical Score will be calculated using the following formula:~~

~~Final Technical Score (FTS) = (ITS + IS) / 2.~~

The Final Technical Evaluation points will be calculated as the arithmetical average of the overall total score of the "Initial Technical Evaluation" and the overall total score of the "Interview".

Only offers that achieve after the Final Technical Evaluation 80 points 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.

### 15.3. 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 Final Technical 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 receives 100 points. The others are awarded points by means of the following formula:

Financial score = (lowest total fees / the total fees proposed by the tender being considered) x 100.

When evaluating financial offers, the evaluation committee compares only the total fees.

The provision for incidental expenditure stated in the Terms of Reference and to be included in the budget breakdown will not be taken into account in the comparison of the financial offers.

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 basis.

### 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 for official use only 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 project.
- 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.

Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.

- 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 its key-expert 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. 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 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 16 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 candidate or 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 candidate or 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 technical and professional capacity according to the selection criteria specified in clause 4 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 90 days of 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);

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**

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.

The Consultant (including each member of the group in case of joint tender) must provide the following information before the signature of the contract if it has not been provided with the Legal Entity Form:

- For legal persons, a legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation applicable to the legal person requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.
- For natural persons, if required under applicable law, a proof of registration on a professional or trade register or any other official document showing the registration number.

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