

General Administrative and Submission Clauses

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The provisions set out hereunder shall fully apply to one-step procedures such as (i) open and (ii) negotiated procedures without publication (above and below the publication thresholds). For two-step procedures such as (i) restricted, (ii) competitive procedure with negotiation, (iii) competitive dialogue necessary deviations to these 'General administrative and submission clauses' will be stated in the 'Terms of Reference'.

1. Foreword

"Public procurement" means the purchasing of works, supplies and services by public bodies at either national or Union level.

EU public procurement plays an important part in the single market and is governed by rules intended to remove barriers and open up markets in a non-discriminatory and competitive way, by applying the following principles: (i) transparency, (ii) proportionality (iii) equal treatment, (iv) non-discrimination.

The objective of public procurement is to increase the choice of potential contractors to public bodies, thereby allowing the contracting authority to obtain the most economically advantageous tender, while at the same time developing market opportunities for companies.

Even though EU public procurement law does not directly apply to the EIB, its Management Committee decided in July 2004 that the EIB, when procuring services, supplies or works for internal purposes, should follow the provisions of EU law on public procurement (namely, at that time, Procurement Directive 2004/18/EC) insofar as they are compatible with the Bank's functioning and the tasks and activities assigned to it by the EU Treaties.

This commitment to EU public procurement law was renewed by the EIB when Directive 2014/24/EU entered into effect.

At institutional level the provisions that govern EIB's procurement for corporate purposes are laid down in the Corporate and Technical Assistance Procurement Guide (available at <http://www.eib.org/infocentre/publications/all/guide-for-procurement-of-services-supplies-and-works-by-the-eib-for-its-own-account.htm>).

2. Procurement Documents

The documents applicable to this procedure (the "Procurement Documents") shall comprise the following in order of priority:

- (i) Terms of Reference, with its appendices;
- (ii) Model Contract, with its appendices;
- (iii) Contract Notice or Invitation Letter;
- (iv) Administrative forms for EIB Tenders; and
- (v) General Administrative and Submission Clauses.

3. Communication between EIB and Tenderers

During a procurement procedure, communications between EIB and each economic operator that has submitted a tender (a "Tenderer") may only take place in exceptional circumstances, under the following conditions:

3.1. Requests for clarification before the submission deadline

Should the Tenderers discover any discrepancies in the Procurement Documents or be in any doubt as to their meaning, or require additional information and/or clarifications, they should contact EIB according to the following procedure.

Such contact shall be made exclusively via the eTendering platform at the link indicated in the Contract notice, section I, "Electronic access to information". Requests not submitted via the eTendering platform will not be considered. The eTendering platform contains a 'Questions & Answers' section permitting Tenderers to send questions within the deadline specified in **point 1.4** in the 'Terms of Reference' and consult EIB's responses. The EIB will publish its replies on this platform at least 6 (six) calendar days before the deadline for submission of tenders.

Only in case of procurement procedures without publication of a contract notice, any request for additional information should be addressed in writing to CS-procurement@eib.org also within the deadline specified in **point 1.4** of the 'Terms of Reference'.

Requests may be submitted no later than the deadline indicated in **point 1.4** in the 'Terms of Reference'. Tenderers shall note that EIB is not bound to reply to requests for additional clarifications made less than 5 (five) working days before the deadline for dispatching tenders.

All clarification questions and answers shall form an inseparable part of the Procurement Documents.

3.2. Amendments to the Procurement Documents

At any time prior to the deadline for dispatching tenders, EIB may modify the Procurement Documents by amendment. **N.B.** In case of procurement procedures without publication of a contract notice the EIB may modify the Procurement Documents also thereafter.

In order to allow Tenderers reasonable time in which to take the amendment into account in preparing their tenders, EIB, at its discretion, may extend the deadline for dispatching tenders.

N.B. The amendments will be made available electronically on the section of the relevant call for tenders in the e-Tendering platform no later than 6 (six) calendar days before the deadline for submission of tenders.

It is the Tenderer's sole responsibility to check for updates and modifications during the tendering period.

Only in case of procurement procedures without publication of a contract notice, amendments will be issued electronically to all parties.

All amendments shall form an inseparable part of the Procurement Documents.

3.3. Site visits

If the 'Terms of Reference' provide for an (obligatory) site visit, the meeting point is on the specified date and time at the reception desk of the EKI/WKI building located at 98/100 Boulevard Konrad Adenauer L-2950 Luxembourg. Tenderers are to confirm their participation by email to CS-procurement@eib.org.

Summaries of the main elements of any oral communications with Tenderers during the site visit shall be made available as an amendment in accordance with **point 3.2** above.

3.4. Physical or virtual data rooms

The `Terms of Reference`, **point 1.2** may provide for a **physical** or **virtual data room**, if required by the subject matter of the procurement, subject to the Tenderer's prior signature of confidentiality and non-disclosure agreements.

- a) Where a **physical data room** is used, it will be made available to Tenderers to facilitate access to information that is not publicly available and that Tenderers may find useful for preparing the technical and financial offer. Depending on the sensitivity of the information provided the access of attendees per Tenderer will be restricted to the number indicated in **point 1.2** of the `Terms of Reference`. The access of third parties (for example subcontractors) is prohibited. Attendees will not be permitted to take copies in any form of the data made available to them.
- b) Where a **virtual data room** is used, it will be made available upon specific request by the Tenderer to access all existing and necessary technical or confidential data that Tenderers may find useful for preparing the technical and financial offer. The virtual data room is the computerized online platform and will be accessible to the Tenderers who register online and sign the Undertaking of confidentiality and Non-disclosure. Once the Tenderer has signed such Undertaking of confidentiality and Non-disclosure and sent back to the following address CS-procurement@eib.org the Tenderer will be provided by return with a link and granted access to the virtual data room. The information in the virtual data room is provided to the Tenderer solely and exclusively for the purpose of preparing a Tender. The information cannot be used totally or partially, directly or indirectly, for any other purpose, unless the EIB gives its prior written authorisation. The Tenderers are not authorised to copy, print or distribute none of the documents/data/drawings or any other information from virtual data room.

3.5. Clarification following the submission of tenders

Where information or documentation contained in a tender is or appears to be incomplete or erroneous or where specific documents are missing, EIB may request the Tenderer concerned to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit. EIB shall ensure that such requests are made in full compliance with the principles of equal treatment and transparency.

Without prejudice to the preceding paragraph, if, after the deadline for submission of tenders, a clarification is needed by EIB or if obvious clerical errors in the tender need to be corrected, EIB may contact the Tenderer concerned, although such contacts may not lead to any alterations of the terms of the submitted tender.

Only in the case of a negotiated procedure, competitive dialogue or competitive procedure with negotiation as well as in procurement procedures below the Directive threshold (as regularly updated), the EIB may negotiate with all the tenderers the offers they have submitted, in order to adapt them to the requirements set out in the contract notice, `Terms of Reference` or any additional document in order to find the tender offering best value for money. During negotiations equal treatment of all Tenderers will be ensured.

3.6. Presentations

If foreseen in the `Terms of Reference` and in accordance with the objective criteria defined therein, Tenderers having passed the exclusion and selection stage, may be invited to make an oral

presentation. Tenderers will not be permitted to modify the terms and conditions of their tender during their presentation or at any other time after the tender has been submitted to the EIB.

4. Content and Submission of Tenders

4.1. Language of the tender

Unless otherwise provided in the `Terms of Reference` tenders must be submitted in either in English or in French, since both are working languages of EIB. Any third-party certificates or documents (if required) whose original language is not English or French must be submitted in its original language together with an English or French translation.

4.2. Content of the tender

The structure and content of the tender shall comply with the requirements set out in **point 2** of the `Terms of Reference`.

Documentation submitted must be recent, valid and not more than 12 (twelve) months old (unless otherwise permitted). Where documents would become obsolete during the procurement process, the EIB reserves the right to request such document again.

4.3. Packaging the tender *(in case of e-Submission, please refer to point 4.5 and Appendix I)*

Tenders must be submitted using the double envelope system (i.e. three inner envelopes inside one outer envelope) in order to guarantee the confidentiality and integrity of data.

Inner Envelopes:

Tenders must be submitted enclosed in three sealed envelopes according to their content (**‘Envelope I – Administrative information’**, **‘Envelope II – Technical proposal’** and **‘Envelope III – Financial proposal’**).

Each of these three inner envelopes must be sealed and bear a label identifying the envelope number, the name of the Tenderer and the Tender Reference.

The information contained in each inner envelope must be presented as one paper original and one electronic copy.

N.B. Electronic copies shall be provided in searchable OCR PDF format identical to the paper version and may be in the form of either CD/DVDs or USB devices but **MUST NOT** be password protected. In case of discrepancies between the paper and electronic versions, the paper version shall prevail.

Outer Envelope:

The three sealed inner envelopes shall be inserted in one sealed outer envelope which shall be marked as follows:

<p>TENDER– NOT TO BE OPENED BY INTERNAL MAIL DEPARTMENT</p> <p>Tender Ref. No.....</p> <p>Tender Title:</p> <p>Name of the Tenderer:</p>

Ad
dress of the Tenderer:
Deadline for the receipt of tenders: xx/xx/201x

4.4. Receipt of the tender

Tenders must be submitted no later than the date and time indicated in **point 1.4** of the `Terms of Reference` and can be sent by registered mail, courier service or hand delivery, to the following addresses.

Receipt is understood as the time at which the Tenderer hands over the tender to the post office or courier service or in person to the EIB (hand delivery).

By registered mail to:

EUROPEAN INVESTMENT BANK
For the attention of CS-PROCUREMENT
Ref.: xx-xxxx¹
Procurement and Purchasing Division
98-100 boulevard Konrad Adenauer
L-2950 LUXEMBOURG

By hand delivery or courier service to:

EUROPEAN INVESTMENT BANK
For the attention of CS-PROCUREMENT
Ref.: xx-xxxx²
Procurement and Purchasing Division
98-100 boulevard Konrad Adenauer
L-2950 LUXEMBOURG

N.B. Tenders sent by other means (e.g. by e-mail or fax) or submitted later than the deadline indicated in **point 1.4** in the `Terms of Reference` will be rejected.

4.4.1. Proof of dispatch for registered mail and courier service

The Tenderer shall dispatch its tender to the postal or courier service by the deadline indicated in **point 1.4** of the `Terms of Reference` at the latest.

As a proof of dispatch, date and time of dispatch shall be clearly indicated in the outer envelope of the tender.

4.4.2. Proof of dispatch for hand delivery

The Tenderer shall hand in its tender to EIB's reception desk, at the address indicated above in **point 4.4**, by the deadline indicated in **point 1.4** in the `Terms of Reference` at the latest.

The receipt dated and signed by the employee at the reception desk who receives the tender (reception desk open 24 hours a day) shall form the evidence of the tender having been handed in.

¹ The actual reference number of the procurement procedure in question is to be inserted.

² Same as footnote 1.

In order to ensure punctual hand delivery, the Tenderer is strongly advised to take into account the eventual waiting time for the actual handover of its tender to the EIB's reception desk in charge of taking delivery. EIB may not be held liable for any delays incurred by the Tenderer when in EIB's premises; the Tenderer alone is responsible for ensuring that its tender is delivered on time.

4.5. Electronic submission of tenders (e-Submission)

The EIB may at its own discretion require Tenderers to submit their tenders electronically via: <https://etendering.ted.europa.eu/> by stating so in **point 1.2** of the `Terms of Reference`. In such case, the provisions set in the foregoing **points 4.3 to 4.4.2** shall be superseded by those stated in **Appendix I** to these General Administrative and Submission Clauses.

4.6. Implications of submitting a tender

All documents submitted by the Tenderer shall automatically become the property of EIB and are deemed confidential.

Tenders shall be submitted strictly in accordance with the conditions set out in the `Terms of Reference` and its annexes. If any other conditions are attached to or referred to in the Tenderer's tender, the Tenderer should declare that such conditions are entirely withdrawn.

Tenders must be drawn up on paper as well as an electronic version clearly marked with the name of the Tenderer and EIB's reference number. Paper version and electronic version shall be identical. In case of discrepancies the Tenderer's statement made in the paper version shall prevail.

The period of validity of the tender, during which the Tenderer may not modify the terms of the tender in any respect, must be at least 6 (six) months following the deadline for dispatching tenders. The **successful Tenderer** must maintain its offer for a further 4 (four) months from the date of the written notification of EIB's intention to award it the contract.

By submitting a tender in response to this call for tenders, the Tenderers:

- accept all terms and conditions of the Procurement Documents, including the EIB Model Contract;
- waive their own terms of business;
- confirm that they have had the opportunity to gauge the scope and quality of the services/supplies/works required, as well as identify any possible difficulties;
- cannot invoke any error, inaccuracy or omission in their tender to call the contract into question or to attempt to have it amended;
- in case Tenderers submit documents of general interest in the context of a procurement procedure, such documents will form an integral part of the tender;
- must not pass on documents relating to a procurement procedure to third parties, except where the EIB has given its prior authorisation;
- must not modify any of the Procurement Documents provided by EIB in the context of a procurement procedure, as they are solely made available to Tenderers to insert the required information.

EIB reserves the right:

- to award the contract to the Tenderer(s) of its choice, in accordance with the criteria set out in the Procurement Documents, or not to award it to any Tenderer, or in case of lots, to award the lots to different Tenderers or to cancel certain lots;

- to decline without further comment any tender that does not accept its Model Contract and the General Terms and Conditions of EIB applicable;
- to reject all tenders whose financial offers are above the estimated contract value as indicated in the Procurement Documents;
- to cancel the procurement procedure without notice and reject all tenders at any time prior to the contract signature, without thereby incurring any liability to the affected economic operators;
- EIB will not be responsible for, or pay for, expenses or losses that may be incurred by the Tenderer in the preparation of its tender and/or during the tender evaluation period.

Tenderers shall only participate to EIB's procurement procedures on the understanding that they would not be entitled to any form of compensation, in particular should the EIB decide to discontinue the procurement procedure before a contract is signed.

In case Tenderers would like to raise objections or ask questions about the Procurement Documents they should comply with the procedure indicated in **point 3** above.

5. Opening of Tenders

5.1. Opening session

Tenders are opened in a non-public opening session by an opening board, whose members are appointed by EIB under guarantee of impartiality and confidentiality.

5.2. Formal opening requirements

The main aim of the opening session is to check whether the tenders received are compliant with the following formal requirements:

- the tender was not dispatched later than the dispatch deadline;
- the package containing the tender is sealed, in order to guarantee the confidentiality and integrity of data;
- the tender contains information and documentation on the Tenderer's exclusion situation and legal capacity (if applicable), a technical proposal and a financial proposal;
- the technical proposal and the financial proposal are signed;
- the tender is submitted in the number of required copies.

If tenders are not compliant with any of the above requirements they may be rejected.

N.B. Tenderers are expected to submit complete tenders, corresponding to all requirements set out in the tender documentation item by item.

5.3. Opening record

The non-public opening session will take place at EIB's premises on the date and time indicated in **point 1.4** in the 'Terms of Reference'.

Tenderers may request a copy of the opening record by email to cs-procurement@eib.org.

6. Tender evaluation

6.1. Evaluation Committee

EIB will appoint an evaluation committee of at least 3 (three) persons guaranteeing the absence of conflict of interest under guarantee of impartiality and confidentiality. Outside experts may be appointed to assist the committee as observers provided it is ensured these experts have no conflicts of interest.

N.B. The evaluation procedure is confidential. The deliberations of the evaluation committee are held in closed session and its recommendations are collective. The members of the evaluation committee are bound to confidentiality.

6.2. Tender Evaluation Session

Tenders complying with the formal opening requirements checked during the opening session are evaluated in three stages by the evaluation committee.

The evaluation committee first checks if the Tenderer is in one of the exclusion situations preventing him to participate in the procurement procedure.

The evaluation committee then checks the capacity of the Tenderer to perform the contract against the selection criteria. If one of the relevant criteria is not met, its tender will not be further evaluated.

Afterwards, each member of the evaluation committee evaluates the technical and financial proposals and awards a score against the pre-defined award criteria.

In case of joint offers submitted by consortia and in case of subcontracting, the exclusion, selection and award criteria are assessed in compliance with the terms and conditions specified in **point 7** below.

6.3. Exclusion criteria and conflict of interest

The EIB shall exclude an economic operator from participation in a procurement procedure under the conditions described in point V [Exclusion Effect] of the 'Declaration on honour on exclusion criteria and selection criteria and on absence of conflict of interest' (to be found in **Form 5** of the 'Administrative forms for EIB tenders').

Document to be provided:

Tenderers and, if applicable, group members and subcontractors shall provide a dated and duly signed declaration on honour (**Form 5**). In addition, the latter two shall provide group and subcontracting declarations as per **Forms 3** and **4** of the 'Administrative forms for EIB tenders' (if applicable).

6.4. Selection criteria

Documentation concerning selection criteria see **point 1.7** of the 'Terms of Reference' must specifically relate to the Tenderer, i.e. to the economic operator or group submitting a tender in the context of this procurement procedure.

If the Tenderer relies on other entities to meet the selection criteria, a **written undertaking** on the part of those entities must be provided. This must confirm that the entity will place the resources necessary for the performance of the contract at the disposal of the Tenderer for the period of the contract.

In case of a joint offer submitted by a group or in the case of subcontracting, the Tenderer shall provide the information and documentation listed below in **point 7**.

6.5. Evidence concerning exclusion and selection criteria

Upon request and within the time limit set by the EIB, the successful Tenderer shall submit the original certificates/documents to EIB for conformity check prior to the signature of the contract. For further details please refer to **point 9**.

The obligation to submit supporting evidence concerning exclusion criteria does not apply to international organisations.

7. Conditions regarding joint tenders, subcontracting and reliance on the capacity of other entities

7.1. Joint tenders general

Groups of economic operators, including consortia and temporary associations (the “Groups”) are authorised to submit tenders (“Joint tenders”). In this case, each member of the Group shall fulfil the requirements and accept the terms and conditions set out in these ‘General Administrative and Submission Clauses’, the ‘Terms of Reference’, the Model Contract and the applicable General Terms and Conditions of EIB as well as all the relevant annexes.

The members of the Group shall designate one member as Group Leader with full authority to bind the Group and each of its members. The Group Leader shall act as a single point of contact with EIB in connection with the present procurement procedure.

While Groups are not required to have a specific legal form in order to submit a tender, the Group selected may be required to adopt a given legal form after it has been awarded the contract and before the contract is signed, if this change is necessary for the proper performance of the contract.

7.1.1. Documentation and information to be provided

In the section of the tender related to the Tenderer’s exclusion and selection criteria situation, the Group shall clearly specify the role and tasks of each member of the Group (see **Form 2**).

In addition, each member of the Group must provide the following:

- documentation related to its exclusion situation;
- documentation related to its technical and professional capacity (documentation to be provided by each member of the Group to the extent of its respective share of tasks);
- documentation related to its economic and financial capacity;
- documentation related to its legal capacity;
- a letter of intent, designating the Group Leader and ensuring the proper execution of the respective share of tasks if the Group is awarded the contract by using the declaration contained in **Form 3** of ‘Administrative forms for EIB tenders’.

7.1.2. Assessment of joint tenders

Joint tenders submitted by Groups will be assessed as follows:

- the exclusion criteria and the selection criteria for the legal capacity will be assessed in relation to each member of the Group individually.
- The selection criteria for the economic and financial capacity such as overall turnover or turnover with respect to the specific tender will be assessed on a consolidated assessment for all members of the Group together.

The selection criteria for the technical and professional capacity will be assessed in relation to the combined capacities of all members of the Group, as a whole.

- The award criteria will be assessed in relation to the tender.

Since all members of the Group are jointly and severally liable towards EIB for the performance of the contract, statements included in the joint offer saying, for instance:

- that each member of the Group will be responsible only for a specific part of the contract, or
- that a separate contract should be signed with each member of the Group if the joint offer is successful,

are incompatible with the principle of joint and several liability.

EIB will disregard any such statement contained in a Joint tender, and it reserves the right to reject such tenders without further evaluation, on the grounds that they do not comply with the Procurement Documents.

N.B. The Bank will require that the Tenderer replaces a member of the Group which does not meet a relevant selection criteria or in respect of which there are grounds for exclusion. Any proposed replacement will be assessed under the same conditions. Should the composition of the Group change at any point during the procurement procedure the offer may be rejected.

7.1.3. Joint tender during the contract implementation

All members of the Group shall be jointly and severally liable towards EIB for the performance of the contract, they shall comply with the Terms and Conditions of the Contract and ensure the proper execution of their respective share of the services.

The Group Leader – duly authorised by the other members of the Group – will be entitled to sign any contractual documents; it shall act as a single point of contact with EIB in connection with the services to be provided under the contract; it shall co-ordinate the provision of the services by the Group members to EIB; it shall guarantee a proper administration of the contract. Subject to the provisions of the contract, the Bank shall make payments to the Group Leader only, and against invoices submitted by the Group leader only.

The composition of the Group and the allocation of tasks among the members of the Group shall not be altered without prior written information to EIB.

7.2. Subcontracting general

The Tenderer may subcontract part of the tasks specified in the `Terms of Reference` to other economic operators, as long as the supplies and/or services and/or works are provided in accordance with the `Terms of Reference`.

In case of subcontracting the Tenderer shall clearly state in the section of the tender related to the tenderer's exclusion situation and capacity:

- which tasks it intends to subcontract and clearly indicate the roles, activities and responsibilities of the subcontractor(s),

- specify the volume or proportion of the activities likely to be subcontracted.

7.2.1. Documentation and information to be provided

In **point 1.9.2** of 'Terms of Reference', the EIB has set requirements which evidence and extent of documentation and information is to be provided by subcontractors.

7.2.2. Assessment of subcontractors

In case of subcontracting, the tender will be assessed as follows:

- the exclusion criteria and the selection criteria for the legal capacity will be assessed in relation to each proposed subcontractor individually;
- the selection criteria for the economic and financial capacity will be assessed on a consolidated assessment – tenderer plus subcontractor(s) – depending on the extent to which the subcontractor(s) will put their resources at the disposal of the tenderer for the performance of the contract;

the selection criteria for the technical and professional capacity will be assessed in relation to the combined capacities of the tenderer and the subcontractor(s), as a whole, depending on the extent to which the subcontractor(s) will put their resources at the disposal of the tenderer for the performance of the contract.

Where a Tenderer is relying on the capacity of subcontractor(s) to meet the selection criteria, such entities must (i) be proposed to perform those services for which these capacities are required and (ii) submit a letter of undertaking in the tender to that effect (see, **point 6.4** above).

- The award criteria will be assessed in relation to the tender.

N.B. If a subcontractor does not fulfil one of the exclusion criteria, the Tenderer may be excluded.

7.2.3. Subcontracting during the contract implementation

Once the contract has entered into force, the successful Tenderer shall retain full liability towards EIB for the performance of the contract as a whole. EIB will not have any direct legal commitment with the subcontractor(s).

During the execution of the contract, the contractor will need EIB's express authorisation to replace a subcontractor with another subcontractor and/or to subcontract tasks for which subcontracting was not envisaged in the original tender, in compliance with the provisions on subcontracting foreseen in the General Terms and Conditions.

7.3. Reliance on the capacities of other entities

With regard to the selection criteria (i) economic and financial capacity and (ii) technical and professional capacity, Tenderers may, where appropriate for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. Where a Tenderer wants to rely on the capacities of other entities, it shall provide proof that it has at its disposal the resources necessary, for example by producing a written commitment by those entities to that effect.

8. Award of the contract

As soon as possible after an award decision has been made by the Bank, all Tenderers will be informed by email of the result of the evaluation. Tenderers who have submitted admissible tenders (not in one of the situations described in **point 6** (exclusion, conflict of interest), meeting the selection criteria and whose tender is in conformity with the requirements set out in Procurement Documents without being irregular or unacceptable or unsuitable) may request the characteristics and relative advantages of the tender selected and the name of the successful Tenderer(s).

It is the Tenderer's responsibility to provide a valid email address together with their contact details and to check this email regularly.

9. Signature of the contract with the successful Tenderer

9.1. Standstill Period

In case of published procurement procedures, the EIB shall not conclude the contract with the successful Tenderer until a standstill period of 15 (fifteen) calendar days (paper notifications) or 10 (ten) calendar days (notification by electronic means) has elapsed. The standstill period shall run from the day after the simultaneous dispatch of the notifications to successful and unsuccessful Tenderers.

If necessary, the EIB may suspend the conclusion of the contract for additional examination if this is justified by the requests or comments made by an unsuccessful or aggrieved Tenderers or by any other relevant information received. The requests, comments or information must be received during the standstill period. In case of suspension all the Tenderers shall be informed with 3 (three) working days following the suspension decision.

9.2. Exclusion criteria documentation

The successful Tenderer to whom EIB intends to award the contract will have to provide within a short time limit defined by EIB and preceding the signature of the contract the documentation (**original documents**) listed in point IV [Evidence upon request] of the 'Declaration on honour on exclusion criteria and selection criteria and on absence of conflict of interest' (to be found in Form 5 of the 'Administrative forms for EIB tenders').

N.B. This does not apply to two-step procedures (such as restricted, competitive procedure with negotiation, competitive dialogue) where exclusion criteria documentation has already been provided in the context of the request to participate.

If the Tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the EIB.

Please note that the signature of the contract between EIB and the successful Tenderer will be conditional upon provision of the original certificates/documents from the successful Tenderer.

IMPORTANT NOTICE: As the time limit for submitting the above-mentioned documentation is in general 15 (fifteen) calendar days from the notification of the contract award, we strongly recommend that the Tenderer starts gathering the requested documents (especially in case of joint offer/subcontracting, including the relevant documents for Group members/subcontractors as soon as possible in order to have the documents ready to be sent to EIB in case it is awarded the contract). This will allow reducing the time line to sign the awarded contract with EIB. However, as mentioned

in **point 9.1** above, EIB shall not sign the above threshold contract with the successful Tenderer until a standstill period of 10 (ten) calendar days has elapsed, running from the day after the simultaneous dispatch by email of the notification to Tenderers (those rejected and the successful one).

9.3. Additional administrative documentation

The successful Tenderer shall in addition complete EIB's Vendor Information Form (VIF), which will be supplied by EIB together with the award notification, and provide all information required therein. Unless issued electronically via the Supplier Portal (not available at the time this version of the 'General Administrative and Submission Clauses' is published), the VIF shall be submitted as follows:

- VIF filled in in Excel, and
- the signed, stamped and dated VIF in image file or .pdf, as a scan of the original document signed [a certified digital signature is acceptable, but a photographic image of the hand signature copy-pasted on the document is not: if not digital, the signature should be made by hand (the document should be printed, hand signed and then scanned to pdf or image format)].

The VIF must be accompanied by two supporting documents:

- i. a bank account statement, and
- ii. an extract of corporate registration.

Ad i) a recent bank account identification statement, also known as bank information form (not older than 6 months) confirming the bank details for the bank account(s) specified in the VIF:

- Account holder name
- Account number (IBAN)
- Name of the bank
- BIC/SWIFT code for the intermediary bank, if used

This statement can take various forms (e.g. it is known as *relevé d'identité bancaire*, or RIB in French speaking countries), and in fact any form that clearly links the vendor to the bank (account) is acceptable, provided it is issued by the bank and duly signed, such as:

- Extract of the bank account
- Written confirmation issued by the bank
- Bank account contract

The bank account identification statement is to be signed, stamped and dated by the successful Tenderer's legal representative who signs the VIF or by a representative of the successful Tenderer's bank.

Format:

- Image file or .pdf, as a scan of the original document signed, stamped and dated (amounts of balances and movements mentioned on the bank statements may for privacy reasons be masked);

- An image of the signature copy-pasted on the document is not acceptable, the signature should be made by hand (the document should be printed, hand signed and then scanned to pdf or image format).

Ad ii) a copy of the corporate registration document (e.g. extract from the national register of companies, Official Gazette, etc.) or other proof of establishment (formation) issued by a national authority shall also be attached the VIF.

N.B.: Only applicable if the registration document supplied by the Tenderer as a proof of its legal capacity is not showing the below listed information (see **point 6.4** below in conjunction with **point 1.7.3** of the 'Terms of Reference').

The registration document shall, as a minimum, include the following information:

- official registered name;
- official registered address (seat/Head Office);
- alternative addresses, if any;
- name and title of legal representative(s);
- registration number;
- VAT number (if available on the same document).

Format:

- Image file or pdf, as a scan of the document issued by the relevant registration authority.

Please note that the provision of the additional administrative documentation is necessary in order to prepare the contract as well as to authorise payments.

10. 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.

11. Miscellaneous

Where the 'Terms of Reference' refers to 'Tenderer' it shall be considered as 'Service Provider' after signature of the service contracts and as 'Contractor' after signature of the works contracts.

Product names and trademarks: whenever the technical specifications mention a specific product name or trademark and a sufficiently precise and fully intelligible description is not possible, such mention should be understood as referring to that product or its equivalent, unless otherwise provided for in the Terms of Reference.

Once the contract has entered into force, the prices indicated in the financial proposal of the successful Tenderer may only be revised under the conditions laid down in the contract.

Please be aware that after the UK's withdrawal from the EU, the rules of access to EU procurement procedures of economic operators established in third countries will apply to candidates or tenderers

from the UK depending on the outcome of the negotiations. In case such access is not provided by legal provisions in force candidates or tenderers from the UK could be rejected from the procurement procedure.

12. Contacts and complaints

If you require further information on calls for tenders or related matters, please contact us at:

European Investment Bank
Corporate Services
Procurement and Purchasing Division
98-100 boulevard Konrad Adenauer
L-2950 LUXEMBOURG
E-mail: CS-procurement@eib.org

In the event that the EIB commits an instance of maladministration (e.g. it has failed to act in accordance with its established policies, standards and procedures, or to respect the principles of good administration), a complaint to the EIB Group Complaints Mechanism may be lodged (see <https://www.eib.org/en/about/accountability/complaints/index.htm>) within one year from the date when the alleged action, decision or omission by the Bank could be reasonably known by the complainant. If unhappy with the outcome, complainants can seek a review of the EIB Group's reply to the complaint by the European Ombudsman (see <https://www.ombudsman.europa.eu>).

The court responsible for hearing appeal procedures shall be the European Court of Justice.

Appendix I:

(NB: Only applicable in case the Terms of Reference declare the use of e-Submission mandatory)

e-Submission application guide

You must submit your tender electronically via the e-Submission application available from the e-Tendering website (please refer to the link stated in the table in **point 1.2** of the 'Terms of Reference') before the time limit for receipt of tenders. Tenders submitted in any other way (e.g. e-mail or by letter) will be disregarded.

The e-Submission application allows economic operators to respond to calls for tenders by preparing their tenders electronically in a structured and secured way, and submitting their tenders electronically. The e-Tendering is the starting point for launching the e-Submission application.

Make sure you submit your tender on time: you are advised to start completing your tender early. To avoid any complications with regard to late receipt/non-receipt of tenders within the deadline, please ensure that you submit your tender several hours before the deadline. A tender received after the deadline indicated in the procurement documents will be rejected.

I. How to Submit your Tender in e-Submission

You can access the e-Submission³ application via the corresponding call for tender in TED e-Tendering, as specified **point 1.2** of the 'Terms of Reference'.

In order to submit a tender using e-Submission, tenderers (each member of a group) will need to register in the European Commission's [Participant Register](#), an online register of organisations participating in EU calls for tenders or proposals. On registering, each organisation obtains a Participant Identification Code (PIC, 9-digit-number) which acts as its unique identifier in the above register. Instructions on how to create a PIC can be found in the PIC-management [Quick Guide for Economic Operators](#). Tenderers already registered in the Participant Register shall reuse their existing PICs when preparing tenders in e-Submission.

The time-limit for receipt of tenders is indicated **point 1.4** of the 'Terms of Reference'.

A tender received after the time-limit for receipt of tenders will be rejected. The tender reception confirmation provided by e-Submission with the official date and time of receipt of the tender (timestamp) constitutes proof of compliance with the time-limit for receipt of tenders.

Please note that you are responsible to ensure that your full tender reaches the destination in due time.

³ For detailed instructions on how to submit your tender, download the [Quick Reference Guide for Economic Operators](#) (pdf document), for which an EU Login is required, where you will find:

- Technical requirements to use e-Submission,
- Step-by-step guide to help you submit your tender,
- Test call for tenders,
- Important advices and information, and
- How to get technical support

II. Information to be submitted

Tenderers must ensure that their tenders submitted via e-Submission contain all the information and documents required by the EIB at the time of submission as set out in the 'Terms of Reference' including:

a) Administrative forms for EIB tenders		
	Form 1: Tenderer Contact Form	<i>Sole tenderers, members of a Group of economic operators (e.g. consortium), including subcontractors – if applicable – must upload scanned copies of the signed and dated forms listed in the column to the left.</i> <i>To be uploaded in section concerned in e-Submission.</i>
	Form 2: Deed of Undertaking	
	Form 3: Group member declaration	
	Form 4: Subcontractor declaration	
	Form 5: Declaration on honour on exclusion criteria and selection criteria and on absence of conflict of interest	
b) Documentation concerning selection criteria		
	Form 6: Financial capacity	<i>Sole tenderers, members of a Group of economic operators (e.g. consortium) including subcontractors – if applicable – must provide the documentation in relation to selection criteria.</i> <i>To be uploaded in section concerned in e-Submission.</i>
	Other documentation as per the requirements stated in point 1.7 of the 'Terms of Reference'	
c) Technical proposal		
	As per the requirements stated in point 2.2 of the 'Terms of Reference' or in the 'Technical proposal form'	<i>It must address all the requirements laid down in 'Terms of Reference'.</i> <i>To be uploaded in section concerned in e-Submission.</i>
d) Financial proposal		
	Financial proposal form as attached to the 'Terms of Reference'	<i>The completed and signed financial proposal form.</i> <i>To be uploaded in section concerned in e-Submission.</i>
e) Any further documentation required by the Terms of Reference		

N.B. The following documents shall be dated and signed, either by hand or by applying an advanced electronic signature based on a qualified certificate, by an authorised representative of the signatory:

- Declaration(s) on honour (**Form 5** of the 'Administrative Forms for EIB Tenders'), in case of a joint tender to be signed by the authorised representatives of each member of the Group;
- The tender report (a document generated by e-Submission and listing all the documents included in the tender, to be signed by the tenderer or the group leader in case of a joint tender);
- If applicable, the group member/subcontractor declarations (**Form 3** and/or **Form 4** of the 'Administrative Forms for EIB Tenders'), to be signed by the respective consortium member or subcontractor.

When the declaration(s) on honour, Group member/subcontractor declarations and/or the tender report are signed by hand, a scanned copy must be attached to the tender in e-Submission. The hand-signed originals must be sent by letter at the latest on the first working day following the electronic submission of tender to EIB's postal/e-mail address indicated in **point 4.4**. Only the originals of the declaration on honour, the tender report and (if applicable) the Group member/subcontractor declarations are to be sent by letter, no other documents.

After submitting a tender, but before the deadline for receipt of tenders, a Tenderer may definitively withdraw its tender, or withdraw it and replace it with a new one⁴. In these cases the Tenderer must send a withdrawal/replacement notification, clearly specifying the call for tender reference and the e-Submission ID of the tender⁵ being withdrawn/replaced. The notification must be dated, signed by the Tenderer or the Group leader in case of a joint tender and sent as follows:

- if signed using an advanced electronic signature based on a qualified certificate: by e-mail sent before the deadline for receipt of tenders to the EIB's e-mail address indicated in **point 3.1** above;
- if signed by hand: by letter, with an advanced scanned copy by e-mail, both sent before the deadline for receipt of tenders to the EIB's postal/e-mail address indicated in **points 3.1** and **3.3**.

All costs incurred for the preparation and submission of tenders are to be borne by the Tenderers and will not be reimbursed.

⁴ To submit a new version, the tenderer must create a new tender in e-Submission and include all the information and documents required in the procurement documents with the submission of a tender, even if some of them have already been included in the replaced tender. Should there be more than one tender from one and the same tenderer in e-Submission, the EIB will take only the most recently submitted tender into consideration for evaluation. All previous submissions will be disregarded.

⁵ The e-Submission ID of the tender can be found on the left-hand side of the screen of the tender in e-Submission as well as in the tender reception confirmation.