

INSTRUCTIONS TO TENDERERS

Reference number: AA-012158-001

EU4U JASPERS on-site consultancy for institutional strengthening in Ukraine

When submitting their tenders, tenderers must follow all instructions, forms, terms of reference, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.

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

These instructions set out the rules for submitting, selecting and implementing contracts financed under this call for tenders, in conformity with the EIB Corporate & Technical Assistance Procurement Guide (available here: <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 Part B of this tender dossier.

2 Type of contract

Fee-based.

3 Timetable

| | DATE | TIME* |
|---|-------------------------|-------|
| Deadline for requesting clarification from the Contracting Authority | 11/09/2024 | 24:00 |
| Last date for the Contracting Authority to issue clarification | 18/09/2024 | 24:00 |
| Deadline for receipt of requests to participate | 13/09/2024 | 24:00 |
| Deadline for receipt of tenders by the Contracting Authority | 26/09/2024 | 24:00 |
| Interviews** | October 2024 | - |
| Completion date for evaluating technical offers** | October 2024 | - |
| Notification of award ** | October-/ November 2024 | - |
| Contract signature** | November/ December 2024 | - |
| Start date** | December 2024 | - |

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

** Provisional date

4 Participation and subcontracting

- a) Participation is open to interested legal and natural persons - participating either individually or in a grouping (consortium) of tenderers. Participation is also open to international organisations.
- b) No more than one tender can be submitted by a natural or legal person, whatever the form of participation (as an individual legal entity or as leader or member of a consortium submitting a tender). If a natural or legal person submits more than one tender, all tenders in which that person has participated will be excluded.
- c) Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the exclusion situations stipulated under Article 57 of European Parliament and Council Directive 2014/24/EU, or if they are target of a sanction or restrictive measure¹ imposed or administered by the European Union;² or the United States of America.

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

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

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

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

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

¹ 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).

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

5 Selection criteria

The following selection criteria will be applied to tenderers. Where tenders are submitted by a consortium, these selection criteria will be applied to the consortium as a whole, and not to each member of the consortium individually.

Undertaking: Relying on the capacity of other entities

Regarding the criteria related to economic and financial standing, as well as technical and professional ability, an economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of their relationship.

Regarding the economic and financial criteria, the entities upon whose capacity the tenderer relies **become jointly and severally liable for the execution of the contract**.

Regarding the technical and professional criteria, an economic operator **may only rely on the capacities of other entities where the latter will perform the works or services** for which these capacities are required. In such case, the tenderer shall describe in its strategy the undertaking arrangements with clear indications of the resources the tenderer plans to rely on and in which conditions the support will apply (Please refer to Section 6.1 (3) below).

Where the tenderer relies on the capacities of other entities, it must prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, by producing a commitment (refer to the letter of undertaking model - Part C.01 of this tender dossier) on the part of those entities to place those resources at its disposal. Such entities, such as the parent company of the economic operator, must adhere to the same eligibility rules and meet the same relevant selection criteria as the economic operator. The contracting authority will verify whether there are grounds for exclusion. If an entity does not meet a relevant selection criterion or has compulsory grounds for exclusion, the contracting authority will require the economic operator to replace that entity. Additionally, the contracting authority may request the substitution of an entity if there are non-compulsory grounds for exclusion.

5.1 Economic and financial capacity of tenderer

Based on item 3 of the tender submission form. In case the tenderer (*leader or any of the members of the consortium*) is a public body, equivalent information should be provided.

Legal persons:

- (a) The annual turnover of the tenderer (*individual legal entity or consortium overall*) must be of at least EUR 4,000,000 for each of the last 3 years for which accounts have been closed.

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

5.2 Professional capacity of tenderer

Based on items 4 of the tender submission form.

Legal persons:

- (a) The number of the permanent staff of the tenderer (individual legal entity or consortium overall) currently working in each of the fields related to this contract must be at least 5 for each of the last 3 years (2023, 2022, 2021).

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

5.3 Technical capacity of tenderer

Based on items 5 of the tender submission form.

Legal persons:

- a) The tenderer (individual company or consortium altogether) has successfully completed at least **4 projects** compliant with the following characteristics:

| | |
|---|---|
| Eligibility Period | From 01/01/2018 to deadline for submission |
| Minimum contract value (EUR) | 300.000 |
| On-going contract eligible? | No |
| Eligible country/region | Worldwide, with at least 2 references in the European Union, the Eastern Neighbourhood or the Western Balkans |
| Minimum participation (%) | Minimum 50% |
| Scope of eligible activities carried out | <p>Advisory or technical assistance to public sector entities in the following sectors:</p> <ul style="list-style-type: none"> • Transport • Energy <ul style="list-style-type: none"> - Social Housing <p>Eligible references should together cover at least two of the three above sectors.</p> |
| Other characteristics and/or requirements | <p>The type of services provided may cover any services within the full project cycle, including master planning, technical studies, design, implementation support, procurement, works supervision.</p> <p>In case of eligible references covering several sectors, the value of the services provided for each sector must be clearly presented in the reference.</p> |

Note to tenderers :

- i. *Each project presented as reference may be used to fulfil one or more criteria.*
- ii. The number of references to be provided must not exceed **8**.
- iii. the project references submitted must have been successfully completed at any time within the reference period, although they may have started earlier.
- iv. Projects presented as references must consist of a single contract (and addenda). In the case of framework contracts/agreements, only specific contracts corresponding to assignments implemented under such framework contracts (call-offs) shall be included and shall be considered. Cumulating several call-offs contracts implemented under a specific framework contract/agreement is not permitted and will not be considered.
- v. **Only for the selection criteria for which on-going contract are accepted:** The tenderer may present as reference a part of a contract which has been successfully completed, even though the contract is still on-going. In this case, only the portion of the services that have been successfully completed will be considered, and must comply with all the selection criteria (notably in terms of date of completion, value of services, tenderer's % contribution % of participation of the entity). As for any other references (see below), the tenderer must be able to provide documentary evidence to prove the accuracy of the information provided in the references.
- vi. Where the projects referenced have been implemented by consortia comprising two or more of the members now associated as a consortium for this tender procedure, their respective percentages shall be added together, in order for the tender to be assessed on the basis of the consortium as a whole.
- vii. Previous experience which caused breach of contract and termination by a Contracting Authority shall not be used as reference.

- viii. **The documentary evidence for the references presented should only be provided in case of notification of award (see section 17.2 below).** The document(s) presented as documentary evidence (such as performance or completion certificates from the client) should clearly mention, as a minimum, the title of the project, the name of the entity, the dates of implementation and the value of the services provided.
- ix. The information provided in the reference must be accurate and explicit enough with regards to the selection criteria. The evaluation committee will assess the references against the selection criteria solely on the basis of the information provided in the reference.

6 Content of tenders

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

Supporting documents submitted by the tenderer may be in another language, provided they are **accompanied by a translation into the language of the procedure**. For the purposes of interpreting the tender, the language of the procedure has precedence.

The tender must comprise a Technical offer and a Financial offer, which must be submitted in accordance with item 10 below.

6.1 Technical offer

The Technical offer must include the following documents:

- (1) **The tender submission form** (included in Part C.01 of this tender dossier)

Note that any additional documentation (brochure, letter, etc) sent with the Tender Submission Form will not be taken into consideration.

- (2) **Declarations, legal and administrative files.**

For each legal entity identified in section 1 of the tender submission form, the following documents should be submitted:

- a) **The signed tenderer's declaration**, using the template included in Part C.01 of this tender dossier
- b) **The signed Declaration(s) of honour on exclusion and selection criteria and on the absence of conflict of interest** using the template included in Part C.01 of this tender dossier. *This declaration must also be provided by capacity-providing entities (if any).*

The Contracting Authority will accept the European Single Procurement Document (ESPD) as an alternative to the declaration.

- c) **The legal entity file(s)**, using the template included in Part C.02 of this tender dossier, together with a copy of the company's official registration,
 - d) **Duly authorised signature**: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the entity is duly authorised to do so. Please highlight in the document and the place in the respective document where this authorisation is mentioned.
 - e) The Tender Submission **Datasheet**, using the template included in Part C.07 of the tender dossier, to be **submitted in editable excel format**.
- (3) **Organisation and methodology** (will become Annex III to the contract), to be drawn up by the tenderer using the following instructions:

Rationale

- Provide any comments on the Terms of Reference that are important for the successful execution of activities, particularly regarding its objectives and expected results. This

will demonstrate the understanding of the contract. Additionally, offer an opinion on the key issues related to achieving the contract's objectives and expected results.

- Explain the risks and assumptions that could affect the execution of the contract, including those identified in the Terms of Reference and any others. The Consultant should provide a detailed risk analysis, including the likelihood of each risk and its potential impact. Furthermore, the tenderer should propose appropriate mitigation measures to address these risks.

Strategy

- Provide an outline of the proposed approach for contract implementation.
- Outline the approach to mobilising Non-Key Experts.
- Describe the activities necessary to achieve the contract objectives. This description should explain how these activities will be implemented and identify the resources required for their execution.
- Detail the inputs (human resources, time inputs, incidental expenditures, etc.) and the expected outputs/deliverables for each activity.
- Explain the arrangements for implementing the activities, considering the situation in terms of security, transport, logistics, and mobilisation of experts.
- If the tender is submitted by a consortium, describe the input from each consortium member and the distribution and interaction of tasks and responsibilities among them.
- Describe the support facilities (backstopping) that the team of experts will receive from the tenderer during the contract's execution.
- If applicable, detail any sub-contracting arrangements, clearly indicating the tasks that will be entrusted to a sub-contractor and providing a statement guaranteeing the eligibility of any sub-contractor.
- If applicable, describe the undertaking arrangements, specifying the resources the tenderer plans to rely on and under what conditions the support will apply.

Note: the Organisation and Methodology, **shall not exceed 10 pages**. The document should be written using Arial 10 or an equivalent font size (ie Calibri 11, Time New Roman 11, etc...), normal margins and spacing.

Failure to comply with this requirement will lead to a reduction of up to 2 points of the score allocated to the Organisation and Methodology.

(4) Key Experts (to become Annex IV to the contract).

- a) Signed **statements and availability** for each Key Expert (using the template C.03 included in the tender dossier). The purpose of the statement of availability of is the following:
 - Each Key Expert must commit to being available, capable, and willing to work for the entire period scheduled for their input, as outlined in the Terms of Reference and/or the Organisation and Methodology.
 - Any expert engaged in another project, where their commitments conflict with the inputs required for this contract, must not be proposed as a Key Expert for this contract under any circumstances. Experts may participate in parallel tender procedures but must disclose these engagements to the Contracting Authority in their Statement and Availability. Additionally, experts must notify the tenderer immediately if they are successful in another tender procedure and are expected to accept the first engagement offered to them chronologically.

- The Contracting Authority selects the successful tenderer partly based on the evaluation of the Key Experts proposed in the tender, expecting these specific experts to execute the contract. However, after the award letter, the selected tenderer may propose replacements for the Key Experts under certain conditions (for further information, see point 17).

- b) **The CVs of each of the Key Experts.** Each CV should be no longer than 3 pages and only one CV must be provided for each position identified in the Terms of Reference. In case of CVs longer than 3 pages, only the first 3 pages will be taken into account.

The qualifications and experience of each Key Expert must clearly match the profiles indicated in the Terms of Reference. If an expert does not meet the requirements for each evaluation criterion (i.e. qualification and skills, general professional experience and specific professional experience), he/she will be assessed accordingly (see the note below at 14.2).

The CVs of Non-Key Experts should not be submitted.

(5) Documentary evidence for the Key Experts

Tenderers must provide the following documents for each 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 English, a translation 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.

(6) Non-Key Experts

The assignment may also require the mobilisation of Non-Key Experts at the beginning or during the implementation of the contract, based on the project's needs. In the 'Organisation and Methodology' section of the Proposal, the Tenderer is expected to outline their approach to mobilising Non-Key Experts. However, the Tenderer is not required to submit CVs for Non-Key Experts.

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.

6.2 Financial offer

Tenderers are reminded that the maximum budget available for this contract, as stated in the contract notice, is **EUR 7,000,000**. Payments under this contract will be made in the currency of the tender.

The Financial offer must be presented in Euro using the template included in the part C.04 of this tender dossier).

To complete the spreadsheet:

- 1) Enter the fee rates for each category of Key Expert in the worksheet 'Budget breakdown'
- 2) Enter the estimated numbers of working days for each category of Key Expert according to your organisation and methodology and in line with the Terms of Reference in the worksheet 'Budget breakdown'

- 3) Enter the provision for incidental expenditure as given in the Terms of Reference in the worksheet 'Budget breakdown'
- 4) Enter the amount for the provision for expenditure verification as given in the Terms of Reference in the first worksheet 'Budget breakdown'.

7 Variant solutions

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

8 Period during which tenders are binding

Tenderers are bound by their tenders for 6 months after the deadline for submitting tenders.

The Contracting Authority may ask the tenderers to extend the period as deemed necessary.

9 Additional information before the deadline for submitting tenders

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

Tenderers may submit questions in writing **by the deadline specified in item 3 above** exclusively via the e-mail to the following address: glo-cpcm-procurement@eib.org and j.laffitte@eib.org. Questions will need to be submitted by the deadline mentioned in item 3 above. The Contracting Authority has no obligation to provide clarification to requests transmitted after this deadline.

The Contracting Authority will publish its replies on the internet address where the tender dossier is published by the deadline specified in item 3 above and at least 6 calendar days before the deadline for submission of tenders.

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

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

10 Submission of tenders

Tenders must be submitted electronically only, in line with the following instructions:

Tenderers must express their intention to submit a tender by e-mail to the following address: glo-cpcm-procurement@eib.org until 48 hours before the deadline for submission specified in section 3 **at the latest**.

24 hours before the deadline for submission specified in section 3, the tenderers who expressed their intention to submit a tender will receive a link to upload their proposals on the EIB's secured sharepoint platform. The tenderers may be requested to create an account and register themselves on such platform in order to be able to upload their proposals.

The full offer (including the technical and financial offer) must be uploaded before the deadline for submission mentioned in section 3.

10.1 Technical proposal

As described in section 6.1 above, the **technical proposal** must be submitted in separate pdf files, as follows:

1. One (1) PDF file including the Tender Submission Form
2. For each legal entity identified under section 1 of the Tender Submission Form, one (1) PDF including a) the tenderer's declaration, b) the declaration of honour on exclusion and selection criteria and on the absence of conflict of interest, c) the Legal entity file, d) the entity's registration official documents, e) the power of signature, f) if applicable, the letter(s) of undertaking of the capacity providing entities accompanied by the

“declaration(s) of honour on exclusion and selection criteria and on the absence of conflict of interest” of the capacity providing entities.

3. One (1) PDF file including the Tenderer's Organisation and Methodology
4. One (1) PDF file including the CVs of the Key Experts,
5. One (1) PDF file including the supporting documents for the Key Experts (their respective statements and availability, diplomas and employer certificates or references).
6. One (1) EXCEL file including the Tender Submission Datasheet, using the template in Part C.07 of the tender dossier.

The PDF files shall be submitted in searchable pdf format and the name of each file should include the tender reference (AA-011838-001) and the name of the tenderer (only the name of the leader in case the tender is submitted by a consortium). Whenever relevant, the PDF files should include bookmarks to facilitate the navigating through the document.

10.2 Financial proposal

The **financial proposal** must be submitted as follows:

1. One PDF file including the financial offer.

The PDF file of the **financial proposal** **must be password-protected**. The Contracting authority will request the password to open the PDF file only after completion of the evaluation of the technical proposals, and only to those tenderers whose technical proposal achieved a score of 80% or more (see section 14.5 below).

Please note: It is the responsibility of the tenderer to ensure that the files are duly protected and that the password is valid. **In case the files are not password protected or cannot be opened, the tenderers will not be allowed to resubmit a new financial offer file and their offer shall be rejected.**

10.3 Signature

The administrative documents (forms and declarations) may be signed electronically. In case of wet ink signature, an original copy of the documents may be requested to the awarded tenderer prior to the contract signature.

Tenders submitted by any other means will not be considered.

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

11 Amending or withdrawing tenders

Tenderers may amend or withdraw their tenders on EIB's "SmartShare" platform prior to the deadline for submitting tenders. Tenders may not be amended after this deadline, and the access to the platform will be deactivated after the deadline for submission.

12 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.

13 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.

14 Evaluation of tenders and award criteria

14.1 Compliance with the selection criteria

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

14.2 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 section 15.3 below. No other award criteria will be used. The award criteria will be examined in accordance with the requirements as indicated in the Terms of reference (Part B of this tender dossier).

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

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

$$\text{Technical score} = \frac{\text{Final score of the technical offer in question}}{\text{Final score of the best technical offer}} \times 100$$

14.3 Evaluation grid

The technical proposal will be scored in accordance with the following grid:

| | Maximum score |
|--|---------------|
| Organisation and methodology | 15 |
| <i>General strategy of the tenderer to implement the TA</i> | 4 |
| <i>Technical proposal of the tenderer to implement the TA</i> | 5 |
| <i>The ability of the tenderer to mobilise Non-Key Experts and provide them with support</i> | 6 |
| Key experts Evaluation | 60 |
| Key expert 1 | 20 |
| <i>Qualifications and skills</i> | 3 |
| <i>General professional experience</i> | 5 |
| <i>Specific professional experience</i> | 12 |
| Key expert 2 | 20 |
| <i>Qualifications and skills,</i> | 3 |
| <i>General professional experience</i> | 5 |
| <i>Specific professional experience</i> | 12 |
| Key expert 3 | 20 |
| <i>Qualifications and skills,</i> | 3 |
| <i>General professional experience</i> | 5 |
| <i>Specific professional experience</i> | 12 |

| | |
|---|------------|
| Interviews with Key experts and the Tenderer | 25 |
| <i>Understanding of the assignment and its challenges</i> | 5 |
| <i>Ability to communicate effectively</i> | 5 |
| <i>Knowledge of the sector and the country</i> | 15 |
| Overall total score | 100 |

The content of the Organisation and Methodology is described in section 6.1.3 of the document. The profile of the Key and Non-Key Experts is described in the Terms of Reference.

Note for the evaluation of Key Experts: Key Experts will be evaluated based on the criteria outlined in the Terms of Reference (ToR). The scoring for each expert will follow an 80% baseline guideline:

- **Technically Acceptable:** If an expert meets the minimum requirements for a given criterion as specified in the ToR, they will receive 80% of the maximum score for that criterion.
- **Exceeds Requirements:** If an expert surpasses the requirements, they will be awarded a score between 81% and 100% of the maximum, depending on the extent to which they exceed the criteria.
- **Below Requirements:** If an expert falls short of the requirements, they will be scored below 80%, with the exact score reflecting the degree to which their experience does not meet the criteria.

This approach ensures a consistent and fair evaluation of each expert's qualifications against the specified standards.

14.4 Interviews

As part of the technical evaluation, the Evaluation Committee will interview the Key Experts proposed by Tenderer who achieve at least 80% of the maximum score for both 'Organisation and Methodology' and 'Key Experts Evaluation'. An Interview with the Tenderer is also foreseen.

These interviews will be conducted via videoconference. The date and time of the interviews will be confirmed or notified to the tenderers at least 3 working days in advance.

If a tenderer cannot participate in the interview due to force majeure, an alternative date and time will be arranged. Should the tenderer be unable to attend this rescheduled interview, their tender will be eliminated from the evaluation process.

14.5 Evaluation of financial offers

Upon completion of the technical evaluation, the PDF file of the financial offers (see section 11 above) for tenders that were not eliminated during the technical evaluation will be opened (i.e. those with an average score of 80 points or more). **Tenders exceeding the maximum budget specified in Section 6.2 above will be eliminated.**

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

$$\text{Financial score} = \frac{\text{Lowest price of the technically compliant tenders}}{\text{Price of the tender being considered}} \times 100$$

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

14.6 Choice of selected tenderer

The tender is awarded according to the **best quality-price ratio**, established by weighing technical quality against price on an 80/20 basis.

This is done by adding:

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

and

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

15 Confidentiality

The entire evaluation procedure is confidential. The Evaluation Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation Committee are bound to secrecy. The evaluation reports and written records, in particular, are confidential and may be communicated neither to the tenderers nor to any party other than the Contracting Authority, and where applicable, the European Commission, the European Anti-Fraud Office and the European Court of Auditors.

16 Ethics clauses / Corruptive practices

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

17 Signature of contract

17.1 Notification of award

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

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

In case of unavailability the tenderer will be allowed to propose replacement key-expert(s). The successful tenderer shall give due justification for the exchange of the key-expert but the

acceptance will not be limited to specific cases. Several replacement key-experts may be proposed but only one time-period of 15 days from the date of the notification of award will be offered.

The replacement key-expert's 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 article 36.3 (m) of the General Conditions>.

17.2 Documentary evidence required from the successful tenderer

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

- (1) Documentary proof or statements required under the law of the country in which the company (or each of the companies for consortia) is effectively established, to show that it is not in any of the exclusion situations stipulated under Article 57 of European Parliament and Council Directive 2014/24/EU. This evidence, documents or statements must be dated, no more than one year before the date of submission of the tender. In addition, a statement must be furnished stating that the situations described in these documents have not changed since then.

If the nature of your entity is such that it cannot fall into the exclusion situations and/or cannot provide the documents indicated above (for instance, national public administrations and international organisations), please provide a declaration explaining this situation.

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

- (2) Documentary evidence of the financial and economic capacity as well as the technical and professional capacity according to the selection criteria specified in item 5 above. In case the documentary evidence for the technical capacity was not requested in section 5.3, the list of qualifying references will be communicated in the notification of award letter and you will be 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.

17.3 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.

Preferably, the contract is expected to be signed digitally by the authorised representatives using their qualified electronic signature (QES) in compliance with EU Regulation No 910/2014 (eIDAS Regulation).

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. Then, the tender of the second-best tenderer remains valid as specified in Section 8. The second tenderer may refuse the award of the contract if, when receiving a notification of award, the validity of their tender has expired.

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

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

18 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.

19 Privacy Statement

During the tender procedure the EIB will 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.

20 Other provisions

- The scope of the contract includes the preparation of Terms of Reference and technical supervision/monitoring for assignments to be funded by the Programme. However, any future tender and supervision of consultants will be the responsibility of the Contracting Authority, and the involvement of the entity in the present contract should not present any conflicting interests with the services to be provided under a given contract. This will be however assessed on a case-by-case basis.
- The Consultant is expected to quote the price net of any taxes.

Under article 21 of the Protocol of the Privileges and Immunities of the European Union ([C_2012326EN.01020101.xml \(europa.eu\)](#)) 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.

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

21 Scope for additional services

The contracting authority may, at its own discretion and subject to the availability of funding, extend the scope and duration of the project to cover additional or complementary services. Extension in time and budget may be required in case of extension of the JASPERS mandate for Ukraine.

In case of additional or complementary services, an extension in time is acceptable up to maximum 100 % of the duration of the initial contract, and/or increase in value of the Service Contract is acceptable up to maximum 60% of the maximum value of the initial service contract.

The EIB may, during the three years following the award of the initial contract, have recourse to a negotiated procedure without prior publication of a contract notice for new services consisting in the repetition of similar services entrusted to the party awarded this contract. In this regard, the extent of the possible additional works/services is clarified as follows: Additional services similar and equivalent to those described in Section 4.2 of the Terms of Reference.

The additional works/services shall be in conformity with the basic project as described in these Terms of reference and they will be awarded under the following conditions:

- Satisfactory performance of the Consultant. The Contracting Authority will only consider awarding additional and / or complementary services if the performance of the Consultant under the Service Contract is satisfactory.
- Budget availability. This may imply allocating different sources of funding to finance this service Contract. In such eventuality, the tenderers are made aware that the invoicing will need to be made separately for each different source of funding. In addition, the Contracting Authority may require separate expenditure verification reports for each source of funding.
- Security conditions are acceptable for the performance of additional and / or complementary services.