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QUESTION 1: Section 5.3 of the Instructions to Tenderers requests references for sustainability consultancy work with private entities. However, Section 6 of the Tender Submission Form states that references with redacted information, including client names, will not be considered eligible. In our sector, sustainability advisory work for private clients is typically subject to strict confidentiality agreements that prohibit disclosing client names. Could you please clarify if EIB will accept a reference with the client's name withheld, provided we include all other project details (e.g., project title, client sector and country, scope and deliverables)?
CLARIFICATION 1 We confirm that references with the client's names withheld will not be considered eligible.
QUESTION 2: Could you please clarify the reason for the cancellation of the previous procedure and its subsequent relaunch?
CLARIFICATION 2 The previous procurement process was cancelled for administrative reasons.
QUESTION 3: Could you please confirm whether the administrative documents submitted under the previous, subsequently cancelled procedure may be reused for the present procedure, provided that the information contained therein remains unchanged and valid? Or are tenderers expected to complete, sign and submit a new set of administrative documents for this procedure?
CLARIFICATION 3 The tenders received in the frame of the previous procurement procedure were not accessed or opened. This procurement procedure shall be considered independently from the previous one.
QUESTION 4: The ATOR states that the Service Provider should nominate a Project Director from its head office, with sufficient authority to commit the necessary resources and take overall responsibility for the performance of the consultancy team, and that the Project Director should have at least five years of professional experience at a senior-responsibility level and be fully fluent in English.

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Could you please clarify whether the Project Director's CV will be subject to a qualitative evaluation as part of the technical assessment, or whether it will be assessed on a pass/fail basis against the minimum requirements set out in the ATOR? In particular, should tenderers demonstrate specific experience in managing EIB or similar framework contracts, or is the requirement primarily intended to demonstrate sufficient seniority, authority and overall responsibility within the Service Provider's organisation?
CLARIFICATION 4 The profile and CV of the Project Director will be assessed and scored as part of the Strategy / Outline of the methodological approach proposed for contract implementation. The Project director's role is to commit the necessary resources and to take overall responsibility for the performance of the consultancy team, which points to the tenderer's managerial backstopping capacity: ensuring that the assignment has the people, resources and senior-level support necessary for delivery. The profile and CV of the Project Director will therefore be evaluated under the sub-criterion related to the description of the support facilities (backstopping) that the team of experts will have from the contractor during the execution of the contract. See section D of the tender file for further details (Evaluation grid).
QUESTION 5: We understand that we are expected to define, at individual assignment level, the number of days allocated and the profile to be mobilized. Should this allocation be fixed upfront, or can it be adjusted depending on each company's specific needs, maturity, sector and level of ambition?
CLARIFICATION 5 Please refer to clarification 10 below.
QUESTION 6: The Terms of Reference indicate that the assignment may support beneficiaries located across all EU Member States. To help tenderers design an appropriately balanced delivery model and mobilisation approach, could the EIB provide any further indication regarding the expected geographic distribution of beneficiaries? Does the EIB anticipate demand to be broadly distributed across the EU-27, or concentrated in specific regions or Member States?
CLARIFICATION 6 See clarification 10 below.

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Tenderers are not expected to design an appropriately balanced delivery model and mobilisation approach. This requirement shall be ignored.
QUESTION 7: Can you clarify if the start of the project is intended for December 2026 or January 2027?
CLARIFICATION 7 We expect the Contract to enter into force in December 2026 and the services to be performed under the first task order to start being implemented in January 2027.
QUESTION 8: Could you please confirm the **exact contractual duration of the assignment**, i.e. whether the expected duration is **36 months, 40 months, or 36 months with a possible extension and/or additional services**?
CLARIFICATION 8 The exact contractual duration of the assignment will be 36 months from the Effective Date (the “Period of Implementation”). The Implementation Period may be prolongated by up to 4 months due to delays attributable to the materialization of risks associated with the assignment or the third parties. Prolongation shall not cover contract management deficiencies attributable to the Service Provider. Any prolongation of the Implementation Period shall be decided and initiated by the EIB and will be communicated in writing to the Service Provider. In the event of a prolongation, the EIB in discussion with the Service Provider will also amend the time schedule for the submission of the outstanding deliverables. Should the necessity to perform additional services which were not included in the Terms of Reference and which would have become necessary to the completion of the Assignment arise, the EIB reserves the right to amend the contract and to extend the scope of the services and/or the duration of the contract in accordance with the Contract and its General Terms and Conditions.
QUESTION 9: Interim progress report : "the first of which shall cover the period from contract signature to 30/12/2026." Can you confirm the date? It seems inconsistent with the project timeline.
CLARIFICATION 9

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The first Interim progress report will not cover the period from Effective Date until 30/12/2026. The first interim progress report shall be submitted at the end of a calendar month. Should the contract enter into force in December 2026, as expected, the first interim progress report shall be submitted at the end of February 2027 and might therefore not cover a full 3-month period.
QUESTION 10: **Evaluation of offered expert-days** Could you please confirm whether the **number of expert-days offered in the Organisation & Methodology** forms part of the technical evaluation? If so, under **which evaluation criterion and for how many points**?
CLARIFICATION 10 Tenderers are invited to ignore the following requirement set in section 6.1.4 (Working Days (wd) of Section B of the Tender file (TOR) “In the Organisation and Methodology part of their Tender, tenderers are expected to present a mobilisation plan and a delivery plan demonstrating how they intend to mobilise their experts (key and non-key) in the implementation of the different tasks to be undertaken in the Assignment. In their work plan, tenderers are allowed to offer to mobilise Key expert 1: Team Leader, Key expert 2 (GHG expert), Key expert 3 (GHG expert), Key expert 4 (Sustainable Finance Expert), senior non-key experts and junior non-key experts for more days than the minima set above”. Tenderers are also invited to ignore requirement set in section C Annex 6 (TAOM) of the tender file which requires them to provide information on “The number of staff days offered, and reflected in the work plan offered” Specific mobilisation plans and a delivery plans will be set at the level of each transversal task and project relate task, as specified in Section 4.3.3 (Working Methodology) of Section B of the Tender file (TOR).
QUESTION 11: **Evaluation of the Project Director** Could you please confirm whether the **Project Director’s CV and/or qualifications and experience are evaluated as part of the technical evaluation**? If so, could you please specify the **relevant evaluation criterion and corresponding weighting/maximum number of points**?
CLARIFICATION 11

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See clarifications 4 above.
QUESTION 12: Could you please confirm whether the Project Director should be presented as a Key Expert subject to technical evaluation, or as a separate governance/management role not directly scored under the Key Experts evaluation criteria?
CLARIFICATION 12 The Project Director will not be considered part of the team of Key Experts. See clarification 4 above.
QUESTION 13: **Key Experts scoring** Could you please confirm the **total maximum number of points allocated to the Key Experts** and, where applicable, the **maximum number of points allocated to each Key Expert**?
CLARIFICATION 13 See section D of the tender file (Evaluation grid).
QUESTION 14: Could you please confirm the minimum and/or maximum number of expert-days, if any, that tenderers must propose for each profile or expert category in the Financial Offer?
CLARIFICATION 14 See section C, Annex 9 (Template for the financial offer) of the tender file for the minimum number of expert days to be offered. There is no maximum number of experts day to be offered.
QUESTION 15: Could you please confirm whether the Standard Contractual Clauses (SCCs) must be fully

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completed and submitted as part of the tender, or whether they are to be completed only at the contracting stage with the successful tenderer?
CLARIFICATION 15 Tenderers are not expected to complete any of the documents presented for information purpose in Section E (Draft contract) of the Tender file at this stage of the process. They will be completed only at the contracting stage with the successful tenderer.
QUESTION 16: Could you please confirm whether the reference to the UK adequacy decision stated as being valid until 27 June 2025 should be updated or otherwise interpreted differently for the purposes of this 2026 procurement procedure?
CLARIFICATION 16 The adequacy decision in favour of the UK has been extended until 27-Dec-2031.
QUESTION 17: You mention in Section 6.1.5 of the TOR that « Backstopping costs for logistical and management support (including the activity of the TA operation director designated by the Service Provider) of the team must be included in the fee rates of the experts », should these support days (and the Project Director's days) be allocated across all expert profiles as well as the team leader?
CLARIFICATION 17 All overheads and basic expenses, including, but not limited to the cost of the Project Director / TA Operation Director and of the support staff assisting the experts, such as quality control, backstopping mechanism, translation support, logistic and administrative support, are considered as integrated in the experts' fee rates. Should the participation of the Project Director / TA Operation Director in the briefing/debriefing session of the Assignment be requested by the EIB, he/she would not be remunerated (his/her remuneration being part of the experts' fees).
QUESTION 18: The previous contract stated that the prices were "explicitly fixed and non-revisable", the new contract does not specify this. Would you be open to negotiating an annual price

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adjustment rate with the successful bidder?
CLARIFICATION 18 The rates offered by the Tenderer in its Financial Offer shall be fixed and non-revisable for the term of the Contract. No annual indexation will take place during the term of the Contract.
QUESTION 19: Can the signed documents (particularly the contractual annexes) provided during the first submission—which have not been modified for this second RFP—be reused for this second submission?
CLARIFICATION 19 The tenders received in the frame of the previous procurement procedure were not accessed or opened. This procurement procedure shall be considered independently from the previous one.
QUESTION 20: **Beneficiaries and selection** What share of beneficiaries do you expect to be public-sector entities?
CLARIFICATION 20 Based on previous experience, one could assume around 30% to be public sector.
QUESTION 21: **Beneficiaries and selection** Are the beneficiaries already pre-identified, or will they be selected during the contract? If they will be selected during the contract, what role do you expect from the Service Provider?
CLARIFICATION 21 They will be selected during the contract.
QUESTION 22:

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Beneficiaries and selection Do you have an indicative sector or country split of the beneficiaries?
CLARIFICATION 22 No. We do not have any indicative sector or country split of the beneficiaries.
QUESTION 23: **Maturity and prerequisites** What maturity level do you expect: companies with already a corporate carbon footprint and/or a risk assessment, or is it expected from the service provider to develop corporate carbon footprint and risk assessment in the scope of the project?
CLARIFICATION 23 The details of carbon footprinting and risk assessment will vary company to company, so some may need the service provider to develop carbon footprinting and risk assessment in the scope of the project.
QUESTION 24: **Deliverables per project** Does each of the 12–15 Climate Alignment Plans cover decarbonisation, resilience, or both? Who decides, the EIB or the beneficiary?
CLARIFICATION 24 The content will depend on the scope of work (i.e. decarbonisation, resilience, or both) agreed between the EIB and beneficiary.
QUESTION 25: **Deliverables per project** Will the beneficiary of the SLL workstream be selected within the ones having first benefited from the Climate Alignment Plans?
CLARIFICATION 25 It is likely that this will be the case.
QUESTION 26: **Transversal tasks** For the marketing material, is the Service Provider expected to build the material or also

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to design a deployment / outreach plan and help implement it?
CLARIFICATION 26 The objective is the development of the material.
QUESTION 27: **Transversal tasks** For the two toolkits, will the EIB own and run them after delivery, or must the Service Provider support their rollout? Do you envision common cross-sector toolkits or sectoral ones ?
CLARIFICATION 27 If the toolkits are developed, and the Assignment is still active, the Service Provider would be expected to utilize the toolkits as and when appropriate. After the completion of the Assignment, the EIB will own the toolkits. Common vs. sectoral toolkits can be discussed at the point when the Transversal Task may be triggered.
QUESTION 28: **Planning and resources** Is it possible to agree on an expected timeline for releasing the different Task Orders all along the project?
CLARIFICATION 28 The EIB has no visibility regarding the timeline for releasing the task orders at this stage of the process. Nevertheless, in the methodology tenderers are expected to provide in their offer, they shall include a “description of the input from the different services of the tenderers and the distribution and interaction of tasks and responsibilities between them. In the case of a tender being submitted by a consortium, a description of the input from each of the consortium members and the distribution and interaction of tasks and responsibilities between them. Furthermore, the involvement of all members of the consortium will be considered added value in the tender evaluation. A description of sub-contracting arrangements foreseen, with a clear indication of the tasks that will be entrusted to a sub-contractor and a statement by the tenderer guaranteeing the eligibility of any sub-contractor” and “The timing and sequence of activities and identification of major milestones in execution of the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of reference”. Tenderers shall demonstrate under these sections how they intend to organise

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themselves to ensure that, whichever the timeline which materialises during the contract implementation, they will be able to mobilise all necessary resources to address the EIB requirements.
QUESTION 29: **Planning and resources** Key profiles needed include expertise on decarbonization (GHG) but not on resilience / risk assessment. Is there a reason for this ?
CLARIFICATION 29 We confirm that the candidates offered as key experts are not expected to demonstrate expertise and experience with resilience / risk assessment. However, in their Offer, tenderers are invited to specify, in the section where they describe the input from the different services of the tenderers and the distribution and interaction of tasks and responsibilities between them, that they have some resources with relevant expertise in these fields, which they will be able to mobilise as non-key experts whenever relevant.
QUESTION 30: **Article 6.1 – Documents relating to Service Provider staff** Would it be possible to amend Article 6.1 of the General Terms and Conditions by removing the requirement to provide birth certificates and other documents relating to the Service Provider's staff?
CLARIFICATION 30 The General Terms and Conditions for Provision of Services are not negotiable and will not be amended.
QUESTION 31: **Article 15 – Limitation of liability** Article 15 of the General Terms does not provide for a limitation of liability. Would the EIB consider a customary limitation of the Service Provider's liability for claims arising from the contractual relationship between the Service Provider and the EIB to EUR 4 million in cases of negligence, excluding damages resulting from injury to life, limb or health?
CLARIFICATION 31 See clarification 30.

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QUESTION 32:

Article 16 – Rights of use and responsibility for Work Results
Article 16 provides for extensive rights of use in relation to the Service Provider's Work Results. We understand that the EIB may use the Work Results internally for the agreed purpose from the time they are handed over or transmitted. In this context, could you please confirm that:

- where the EIB discloses the Service Provider's Work Results to a third party, the Service Provider's responsibility remains exclusively towards the EIB and does not extend to such third party; and
- where the Work Results are modified, further developed or otherwise used or disposed of, the Service Provider's responsibility is limited to the original, unmodified Work Results and does not extend to such modifications, further developments or other uses.

CLARIFICATION 32

We confirm that, where the EIB discloses the Service Provider's Work Results to a third party, the Service Provider's responsibility remains exclusively towards the EIB and does not extend to such third party; and The Service Provider's contractual responsibility under the GTCs is towards the EIB as its contractual counterparty.

We confirm that, where the Work Results are modified, further developed or otherwise used or disposed of, the Service Provider's responsibility is limited to the original, unmodified Work Results and does not extend to such modifications

QUESTION 33:

Article 11 – Audit rights
The Service Provider is subject to statutory and professional confidentiality obligations and is therefore unable to grant unrestricted access to its business premises or documents. Could the EIB please confirm that audit rights under Article 11 will be exercised only to the extent permissible under applicable professional rules and confidentiality obligations, for example through access to designated areas and inspection, under appropriate supervision, of only those documents that are necessary and may lawfully be disclosed?

CLARIFICATION 33

See Article 22 (Inspection and audit by the Bank) of the General terms and conditions for contracts for the provision of services to the European Investment Bank

See section V. Verification by EU Bodies of Appendix E – Specific techncial assistance provisions applicable to service contracts financed under UNDER INVESTEU.

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See clarification 30.
QUESTION 34: **Liability reservation in the tender** We refer to the responses to previously submitted bidder questions indicating that (i) limitations of liability will not be accepted and (ii) contractual terms and conditions will not be negotiated. Against this background, we would appreciate clarification as to whether a tender may include an express reservation that a limitation of liability is indispensable for the bidder, together with a proposed contractual clause, or whether this would be regarded as a modification of the procurement documents or an inadmissible conditional offer and therefore lead to exclusion from the award procedure.
CLARIFICATION 34 A tender may **not** include an express reservation that a limitation of liability is indispensable for the bidder. This would be regarded as a modification of the procurement documents or an inadmissible conditional offer and therefore lead to exclusion from the award procedure.
QUESTION 35: We have not identified any limitation of liability provision in the Service Contract Draft or the applicable General Terms and Conditions. Could you please confirm that the Service Provider's liability, **at least for breaches of contractual obligations caused by slight negligence**, is limited to the total Fees Paid or Payable under the Contract? If not, we kindly request that a market-standard limitation of liability, e.g. capped at the total contract value for slight negligence and excluding liability for loss of profit, be incorporated into the contractual documentation to ensure a balanced allocation of risks and competitive pricing of the tenders.
CLARIFICATION 35 See clarification 30.