



Procurement procedure EASO/2016/463

Tender Specifications

The provision of Catering and Related Services for EASO Meetings and Events organised in Malta and Gozo

Open call for tender to conclude one Framework Contract

CONTENTS

1.	TECHNICAL SPECIFICATIONS	3
1.1	INTRODUCTION	3
1.2	REQUIREMENTS FOR CATERING AND RELATED SERVICES	3
1.3	REQUIREMENTS OF THE RESOURCES	6
	REQUIREMENTS FOR HUMAN RESOURCES.....	6
	REQUIREMENTS FOR EQUIPMENT	7
2	THE CONTRACT	8
2.1	THE NATURE OF THE CONTRACT	8
2.2	STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS	9
2.3	ESTIMATE OF THE MAXIMUM BUDGET	9
2.4	PLACE OF PERFORMANCE	9
2.5	IMPLEMENTATION OF THE CONTRACT.....	9
2.6	TERMS OF PAYMENT.....	10
2.7	GUARANTEES	10
2.8	LIABILITY	10
2.8.1	Joint Offers	10
60.4.5	Subcontracting	11
2.9	DATA PROTECTION	11
3	THE TENDER	11
3.1	PARTICIPATION AND SUBMISSION OF THE TENDER.....	11
3.2	OPENING OF THE TENDERS	12
3.3	CONTACT BETWEEN THE TENDERER AND EASO	12
3.4	PREPARATION OF THE TENDER	13
4.	THE ASSESSMENT PROCEDURE	18
4.1.	EVALUATION STEPS	18
4.2.	AWARD OF CONTRACT	19

1. TECHNICAL SPECIFICATIONS

1.1 INTRODUCTION

The European Asylum Support Office (EASO) was established by Regulation (EU) 439/2010 as an independent and specialised body to strengthen EU countries' practical cooperation on asylum, to support EU countries whose asylum and reception systems are under particular pressure and to enhance the implementation of the Common European Asylum System (CEAS).

EASO has multiple stakeholders to work with, consequently a varying amount of events, conferences, meetings, workshops, seminars and trainings are constantly being organised by the various units/centres within EASO to ensure exchange of good practices, information exchange and common approaches towards asylum.

EASO also enhances tailor made training and professional development for special situations and groups. A coherent relation between the internal and the external dimensions of the EU asylum policy is being reinforced. EASO supports the EU Member States' and third countries' actions on the external dimension of the CEAS by developing its operational support measures in the form of targeted measures to Member States and third countries with certain identified and specific needs related to the implementation of the European Asylum process.

In order to fully achieve all this, it is sometimes essential for EASO to organise practical cooperation events, conferences, expert meetings, specialized workshops, seminars and training sessions in Malta.

These Meetings and other Events, held at EASO Premises or in any other location in Malta and Gozo, require appropriate catering services.

1.2 REQUIREMENTS FOR CATERING AND RELATED SERVICES

The objective of the concluded framework contract is to provide reliable and high quality Catering and Related Services, during EASO Events organised in Malta and Gozo. These services will be primarily provided at the EASO Premises but may be requested for other locations within Malta and Gozo, according to the Agenda for the Event.

These services include the following:

- Water for Delegates in the Meeting Rooms
- Coffee Breaks
- Light Buffet Lunches
- Upgraded Buffet Lunches
- Working Lunches to be served in the Meeting Rooms
- Finger Food Reception
- Seated Plated Lunch/Dinner

- Seated Semi Plated Lunch/Dinner
- Upgraded Seated Plated Lunch/Dinner
- Welcome Drink Package
- Beverage Package
- Beer / Wine Package
- Chair Covers
- Assistance with the Rental of a Venue in Malta and Gozo for the provision of any of the Catering Services listed above

The Contractor shall ensure that the quality and presentation of all food and drinks are continuously delivered fresh and to a high standard and that adequate quality assurance measures are enforced at all times.

The Contractor shall ensure, throughout the duration of the Contract, that all necessary health and hygiene certificates and/or licences are held and that all applicable regulations and standards in line with Maltese and European law are enforced and continuously upheld.

All Transport Costs for Delivery and Collection of Food and Beverages as well as Staff Personnel will be the responsibility of the Contractor at all times. Should any circumstance whatsoever impede the punctual arrival of goods or personnel, the Contractor will at all times be held responsible and will have to ensure that the requested service is in no way compromised.

On the days of each Event, the Contractor shall provide any of the following catering requirements according to the Agenda of the Event and the request for services:

- 1.2.1 Water** will be provided for the Delegates in the Meeting Rooms. One large bottle will be made available for each 2 delegates, in an equal number of bottles of Still (Natural) and Sparkling Water. They will be replenished during each Coffee and Lunch Break if the Bottle is *less* than half full. They may be served at Room Temperature during the months between November and March but shall be served chilled during the rest of the year.
- 1.2.2 Coffee Breaks** will include the serving of Tea, Coffee, Water, Orange Juice including the provision of Milk, Sugar and Lemon and at least the following options:
- Option 1: Biscuits
- Option 2: Croissants
- Option 3: Doughnuts or Muffins
- 1.2.3 Light Buffet Lunch** will consist of at least 2 or 3 Choices of Sandwiches, at least 2 or 3 Choices of Wraps and at least 2 or 3 Choices of Salads. A Vegetarian Option for Sandwiches, for Wraps and for Salads is to be provided for ALL Lunches. At least 1 variety of Dessert and at least 1 variety of Fresh Fruit shall also be included.
- 1.2.4 Upgraded Buffet Lunch** will consist of all of the above mentioned items and specifications for the Light Lunch with the addition of a Warm Pasta Dish. Ideally the Pasta shall be suitable for Vegetarians or a Vegetarian option be offered. In summer the

Pasta may be replaced by a cold Pasta or Rice Salad. At least 2 varieties of Dessert and at least 2 varieties of Fresh Fruit shall also be included in the Upgraded Lunch Menu.

- 1.2.5 Working Lunch** will be served within the Meeting Hall and will consist of at least 3 Choices of Sandwiches and at least 3 Choices of Wraps including Vegetarian options for both.
- 1.2.6 Finger Food Reception** will occasionally also be requested. The Reception Menu shall include at least 12 varied cold and hot items (Meat, Fish and Vegetarian) and is to last approximately two hours.
- 1.2.7 Seated Plated Lunch/Dinner** will be a three course plated Menu decided beforehand together with officials from EASO. It will include a Starter, Main Course with Meat or Fish and Dessert. A Vegetarian Option for both courses, as well as a Fruit Dessert, is also to be offered.
- 1.2.8 Seated Semi Plated Lunch/Dinner** will be a three course plated Menu decided beforehand together with officials from EASO. It will include a Starter, Main Course and Dessert. The Main Course will be offered as a Buffet with at least three choices (Meat, Fish and Vegetarian) A Vegetarian Option for both courses, as well as a Fruit Dessert, is also to be offered.
- 1.2.9 Upgraded Seated Plated Lunch/Dinner** will be a four course plated Menu decided beforehand together with officials from EASO. It will include an Appetizer, Soup or Pasta, a Main Course and a Dessert. A Vegetarian Option for all courses, as well as a Fruit Dessert, is also to be offered.
- 1.2.10 Welcome Drink Package** will be occasionally served and shall include a welcome drink such as Sparkling Wine, Bucks Fizz, Bellini or similar and at least 2 varieties of Canapés, one to be vegetarian.
- 1.2.11 Beverage Package** will be served during Lunch and will include Natural and Sparkling Water and at least 3 varieties of Soft Drinks together with Tea and Coffee (including the provision of Milk, Sugar and Lemon) Water and Soft Drinks may be served at Room Temperature during the months of December, January and February but shall be served chilled during the rest of the year.
- 1.2.12 Wine and Beer** may be procured to be served during any EASO Event. Red and White Wine of a reputable quality will be served in the appropriate glasses provided by the Contractor and at the appropriate temperature (around 8-9° for White Wines and 15 - 18° for Red Wines). Local Superior Beer (lager unless specifically requested otherwise) will be served at the appropriate temperature (around 6-9°)
- 1.2.13 Chair Covers** may be requested to cover chairs provided by the Contractor (together with Tables of proportional height to the Chairs). White Chair Covers possibility with a coloured sash in agreement with EASO Personnel, as well as any other laundry items such as Table Cloths and Skirting must be always clean and ironed at the Contractor's responsibility.
- 1.2.14 Assistance for the Rental of a Venue in Malta and Gozo for the provision of any of the Catering Services listed above** may be sought by EASO for particular EASO events. When the appropriate venue is identified either by EASO or following suggestions by the Contractor, the same Contractor is to take care of all administrative procedures to ensure the obtaining the use of the venue for the EASO Event. EASO will pay the Contractor an Administrative Fee for the assistance provided as well as will reimburse

the approved rental fee charged by the Venue management to the Contractor upon receipt of this invoice charged to the contractor.

Any Food Intolerances and Allergies (Lactose, Celiac, Seafood etc) will be communicated as soon as they are known to EASO and shall be catered for accordingly. At least two items on each Menu shall be gluten and lactose free.

The exact number of delegates expected for the Meeting and for Lunches and Dinner will be confirmed by end of business two days before the event (maximum 48 hours before the start of event). The services will be invoiced accordingly.

The Menus for the Lunches (Light Buffet Lunch, Upgraded Buffet Lunch and Working Lunch) shall be varied. The Contractor shall offer a number of alternative Menus for each Category for EASO to choose and confirm not later than one week before the event. These alternative menus shall be changed periodically (every 3 – 4 months) and take into account the season.

Public holidays

EASO has its own Calendar of Public Holidays and as a European Union institution, does not follow the local Maltese Public Holidays. Consequently, EASO Events may fall on Maltese Public Holidays and Catering Services will be requested on these days. These are to be provided without any change in the Prices submitted in the Financial Proposal. Kindly refer to Annex 1 for a List of Public Holidays in 2016.

Working hours

The working hours on site may vary depending on the timings of the Agenda and needs as specified in the Request for Services (Order Form). Meeting Rooms must be completely be set up with Water and Glasses at least half an hour before the commencement of the Meeting or Event (usually 0900hrs). All the resources used for the serving of the catering service is to be collected, washed and stored away safely before the Catering Staff leave the Meeting site for the day. Under no circumstances are dirty plates and crockery to be left with food debris until the next day, except under exceptional circumstances and in agreement with the EASO Events and Meetings Coordinator.

1.3 REQUIREMENTS OF THE RESOURCES

REQUIREMENTS FOR HUMAN RESOURCES

CONTRACT MANAGER

The services shall be performed under the responsibility and supervision of the contractor. The contractor shall appoint a contact person/contract manager who is required to have at least 5 years' experience in the high profile outside catering industry and a good working knowledge of English (at least B2 level¹).

The contract manager will be responsible for the overall management of the catering requirements for each event in coordination with EASO's designated representative. The contract manager shall assign the necessary staff complement under the direction of a Function Manager who will be on site throughout the event.

¹ For an explanation of the levels please see the Europass model CV at this link:
<http://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions>

The contract manager appointed by the Contractor will be responsible for all the services provided as well as for all the contractual communication and matters such as order forms. Likewise, a person within EASO will be responsible for such communication and act as Contract Manager.

The contract manager shall have the necessary authority to effectively resolve any administrative or practical on site problems which may arise during the performance of the contract.

If the contract manager is absent, he/she shall be replaced by a person having the same level of qualifications and authority.

STAFF

The Contractor's staff complement shall be such that events with up to 150 Delegates would be professionally and efficiently catered for in terms of food and beverage both supplied and served with no unnecessary delays. The Staff on site for each event shall always be proportional to the number of Delegates expected at the event to ensure a professional and efficient service with no unnecessary delays for any of the Delegates or EASO Personnel. For Lunches for more than 15 people, a Chef shall remain on site during the time of the service.

The duties of the Catering Staff under the supervision of the Function Manager on site shall be as follows: Delivery, set up and clean-up of the food and any catering equipment; preparation of the meeting rooms and event areas by setting up tables, plates, cutlery and crockery, glassware and water on the meeting tables; serving of food and drink to the event participants; monitoring and maintaining the level of supplies at the EASO Premises; clearing up of meeting rooms and event areas after the service has been rendered, collection of drinks, plates, glassware, trash removal and recycling and organising the collection of any used materials and items.

The Contractor, through the Function Manager on site throughout any EASO Event, shall be flexible in all matters related to requests and service during any of the EASO Events including flexibility in the timing of the Coffee Breaks and Lunches to be served according to the needs of the Chairman of Meetings and the Trainers within 1 Hour of the original timings according to the provided Agenda.

It is essential that a high and consistent level of quality and customer service is sustained by the Contractor throughout the duration of the contract and that all staff involved in the delivery of the services behave in an appropriate manner and provide the highest level of customer service under the supervision of the Function Manager. All on site personnel shall be able to communicate in English and possess a friendly and respectful attitude.

All Service Staff, including the Function Manager, shall wear Uniforms provided by the Contractor which shall at all times be clean and similar to each other. The provision and cleaning of these uniforms remains the responsibility of the Contractor.

Should EASO at any time be unsatisfied with the performance and/or behaviour of any member of the Service Staff and on-site Personnel, the Contractor is obliged to provide a suitable replacement during subsequent events.

REQUIREMENTS FOR EQUIPMENT

The Contractor will provide all equipment necessary to carry out the services requested to the Delegates comfortably, professionally and without unnecessary delay. Extra items shall always be available to avoid any potential delays. This includes but is not limited to Serving Tables, Bistro Tables, Water Boiler, Serving Jugs, Cups and Saucers, Glasses, Plates, Cutlery, Napkins and Table

Linen. Tables and Chairs for Seated Lunches or Dinners will also be provided by the Contractor upon request.

Electricity and Water Supply as well as a Domestic Size Refrigerator will be provided by EASO.

All Serving, Setting up, Clearing and Washing up will be the responsibility of the Contractor. All items necessary for the Serving of Coffee and Lunch will be cleared and stored appropriately.

In order to keep food warm, gas burners or similar devices may be used. The flame shall however, at no time be left unsupervised and in the event of an emergency shall be easily extinguishable.

The Contractor shall ensure that at least 1 member of its on-site Personnel is trained and certified in the use of fire extinguishing equipment available in the EASO Premises shall an emergency within the catering area develop.

The use of ovens and any other equipment which gives out a large amount of smoke shall not be used on the Premises in order to avoid the activation of any unnecessary fire alarms in the building unless specific provisions have been agreed to together with the EASO Security and/or Health and Safety Officer(s).

The Contractor shall comply with all relevant EASO health and safety rules and regulations as communicated by the EASO Security Officer. The Contractor will use the dedicated delivery entrance at the EASO Premises and follow all instructions given by the Security Officer at all times.

When a Meeting lasts more than one day, the Contractor may choose to leave the Clean Utensils and Crockery at the EASO Premises but at its own risk.

EASO does not have sufficient on site facilities for food preparation, cooking and cleaning large items. Therefore all food items shall be delivered fully prepared and all equipment used (including plates and glasses) collected immediately.

Under no circumstances will EASO accept any responsibility for anything left at its premises but will attempt to keep them in a secure place.

No Food shall be left overnight to be served the following day. Fresh Milk may be used the following day as long as it is still **one full day clear** of the 'Best Before' Date on the carton.

Precautions shall be taken at all times to avoid the spoiling of food and special care shall be taken in warmer months.

2 THE CONTRACT

2.1 THE NATURE OF THE CONTRACT

EASO envisages awarding one framework service contract for the provision of reliable and high quality Catering and Related Services.

The Framework Contract involves no direct commitment and, in particular, does not constitute orders per se. Instead, it lays down the legal, financial, technical and administrative provisions governing the relationship between EASO and the Contractor during its period of validity. Actual orders will be placed after the Framework Contract is signed and in force, through "order forms" concluded in performance of the Framework Contract. The draft Framework Contract specifies the basic conditions applicable to any assignment placed under its terms. Signature of the Framework

Contract does not place EASO under any obligation to place an assignment. The Framework Contract does not preclude EASO from assigning tasks in the areas set out above to other Contractors or from having these tasks carried out by EASO staff.

2.2 STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS

The framework contract shall enter into force on the date on which it is signed by the last contracting party.

The contracts are expected to be signed in January – February 2017. The execution of the tasks may not start, however, before each framework contract and the order form referring to the specific event/request have been signed by both parties.

The duration of the FWC is 24 months.

The period of execution of the tasks specified in the contract may be automatically renewed once for a period of 24 months unless written notification to the contrary is sent by one of the parties and received by the other three months before expiry of the contractual period.

2.3 ESTIMATE OF THE MAXIMUM BUDGET

The estimated total maximum threshold of the framework contract is EUR 1,5 Million (1,500,000) for a maximum period of 4 (four) years.

This figure is indicative and represents the maximum possible expenditure. It is in no way binding on EASO.

EASO reserves the right to add additional related services, at the condition that they can be provided at average market prices and/or increase the value of the framework contract by 50% within three years of the contract, in accordance with Article 85 of the EASO Financial Regulation and Article 134(1) of the RAP2, by using a negotiated procedure without prior publication of a contract notice with the successful tenderer for new services or works consisting in the repetition of similar services or works entrusted to the economic operator awarded the original contract by EASO).

2.4 PLACE OF PERFORMANCE

The place of performance of the tasks shall be the Contractor's premises at MTC Block A, Winemakers Wharf, Grand Harbour Valletta, MRS 1917 Malta or any other place in Malta and Gozo agreed by both parties in writing.

2.5 IMPLEMENTATION OF THE CONTRACT

The services within a given period of time will be requested by EASO through Order Forms governed by the terms and conditions of the Contract. (A sample Order Form is attached to the draft Framework Contract).

² COMMISSION DELEGATED REGULATION (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union, as amended by Commission Delegated Regulation (EU) C(2015)7555 of 30 October 2015

Consequently, EASO shall submit to the contractor a signed order form indicating:

- The date and timing of the event
- The catering services required according to the Agenda for the event
- The maximum number of delegates for each service requested.

The contractor shall send the order form back to EASO, duly signed, within 3 working days. Once the order form is signed by both parties the assignment can start.

Any changes to the number of delegates for any event will be confirmed by EASO not later than 48 hours before the start of the event.

EASO reserves the right to cancel any event after signature of an order form, with no cancellation fees to be paid to the contractor, if the cancellation is communicated in writing to the Contractor no later than 48 hours prior to the beginning of the event.

Only actually provided services can be invoiced.

2.6 TERMS OF PAYMENT

Payments shall be made in accordance with Articles I.6 & II.19, II.21 of the draft service contract and in the Order form referred to above.

Payment will be done within 30 days from receipt of invoices. The invoices shall have the reference number of the Framework Contract and of the Order Form

2.7 GUARANTEES

Not Applicable

2.8 LIABILITY

2.8.1 *Joint Offers*

Partners in a joint offer assume joint and several liabilities towards EASO for the performance of the contract as a whole.

Statements saying, for instance:

- that one of the partners of the joint offer will be responsible for part of the contract and another one for the rest, or
- that more than one contract shall be signed if the joint offer is successful

are thus incompatible with the principle of joint and several liability. EASO will disregard any such statement contained in a joint offer, and reserves the right to reject such offers without further evaluation on the grounds that they do not comply with the tendering specifications.

60.4.5 **Subcontracting**

Certain tasks provided for in the contract may be entrusted to subcontractors, but the main contractor retains full liability towards EASO for performance of the contract as a whole. Accordingly:

- EASO will treat all contractual matters (e.g. payment) exclusively with the main contractor, whether or not the tasks are performed by a subcontractor;
- under no circumstances can the main contractor avoid liability towards EASO on the grounds that the subcontractor is at fault.

During execution of the contract, the contractor will need EASO's express uthorization to replace a subcontractor with another and/or to subcontract tasks for which subcontracting was not envisaged in the original offer.

Tenderers must inform the subcontractor(s) and include in their sub-contracting documents that Article II.24 of the contract may be applied to sub-contractors.

Once the contract has been signed, Article II.10 of the above-mentioned contract shall govern the subcontracting.

2.9 DATA PROTECTION

Any response to the invitation to tender will require the recording and further processing of personal data (name, address, CV, for example). This data will be processed in accordance with the requirements of Regulation (EC) 45/2001 on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. Except if mentioned otherwise, replies to questions and personal data are necessary for the purpose of assessing a tender according to the specifications of the invitation to tender and will only be processed by EASO's Data Controller for this purpose. A tenderer may, upon request, obtain the communication of personal data and rectify any inaccurate or incomplete personal data. Any queries concerning the processing of personal data shall be addressed to by EASO's Data Controller. As regards to the processing of personal data, a tenderer has the right to recourse at any time to the European Data Protection Supervisor.

3 THE TENDER

3.1 PARTICIPATION AND SUBMISSION OF THE TENDER

Participation in Tendering procedures is open on equal terms to all natural and legal persons from any one of the EU Member States. Being launched by an EU Agency, this procurement procedure is not opened to the countries parties to the Government Procurement Agreement – GPA.

Tenders must be submitted in accordance with the specific requirements of the Invitation to Tender and, without fail, within the deadlines laid down therein.

Late submission will lead to the exclusion of the tender from the procedure. Offers sent by e-mail or by fax will also be non-admissible. Tenderers must ensure that their bids are packed in such a way as to prevent any accidental opening during mailing.

The tender must remain valid for a period of **9 months** following the closing date for submission of the tenders. The offer will remain valid for all renewals. Upon renewals of contracts, EASO

reserves the right to request updated forms for exclusion and selection criteria. If the situation concerning these requirements has altered, any changes must be immediately reported to EASO.

This invitation to tender is intended to be competitive. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements, collude or make arrangements with competitors, canvass or solicit EASO staff or influence the evaluation committee or its individual members in any way during the tendering process will render his/her tender invalid.

Submission of a tender implies acceptance of all the terms and conditions set out in this Tender specifications, including Standard Submission Forms and annexes, and waives all other terms of business.

Submission of a tender binds the contractor to whom the contract is awarded during the performance of the contract. Once EASO has accepted the tender, it shall become the property of EASO and shall be treated confidentially.

EASO shall not reimburse expenses incurred in preparing and submitting tenders. No compensation may be claimed by tenderers whose tender has not been accepted, including when EASO decides not to award the contract.

The Protocol on the Privileges and Immunities of the European Union shall apply to this invitation to tender.

3.2 OPENING OF THE TENDERS

Tenders are opened by a committee appointed by EASO Authorizing Officer under guarantee of impartiality and confidentiality.

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

- not submitted later than the submission deadline;
- the envelope containing the offer is sealed;
- the offer is signed;
- the offer contains technical and financial proposal;
- the offer is submitted in number of copies required

Tenders will be opened at 10:00 on 22/12/2016 at the following location:

<p><i>European Asylum Support Office (EASO)</i> <i>MTC Block A, Winemakers Wharf,</i> <i>Grand Harbour Valletta, MRS 1917, Malta</i></p>
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One authorised representative of each tenderer may attend the opening of the bids as observer. Companies wishing to attend are requested to notify their intention at least 2 working days in advance by a letter of notification to the following e-mail address: contracts@easo.europa.eu.

3.3 CONTACT BETWEEN THE TENDERER AND EASO

In principle, no contact is permitted between EASO and the tenderers during the contract award procedure. However, contacts may exceptionally be permitted – these cases are specified in the Invitation to tender (point 8).

3.4 PREPARATION OF THE TENDER

General (see also Invitation to tender)

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc.); written in one of the official languages of the European Union; include all the information and documents requested by EASO in order to assess the tender; signed by an authorised agent (preferably in blue ink) etc.

Since tenders will be judged on the content of their written bids, these must make it clear that they are able to meet the requirements, set out in these Tender Specifications (to be filled in Form 10 of SSF).

Content of the tender

Section One: Administrative proposal

3.4.1 Eligibility documentation

Any tenderer is asked to prove that he is authorized to perform the contract under the national law as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific authorization, express authorization or entry in the VAT register.

To identify himself the tenderer must fill in the following documents in Standard Submission Forms (SSF):

- **Identification Form (SSF 1);**
- **Legal Entity Form³** is to be signed by a representative of the tenderer authorised to sign contracts with third parties.
- **Financial Identification⁴** Form shall be duly filled in and signed by an authorised representative of the tenderer and his/her bank.

The above forms must be accompanied by the evidence as indicated at the bottom of each form (for private entities: proof of registration, VAT registration, etc.; for individuals: copy of passport, proof of registration/VAT if applicable; for public entities: official document on establishment, etc.).

If the tenderer is not required or permitted to enroll in such a register for reasons of his statute or legal status, an explanation should be provided. Any change in the status, for example its acquisition by or merger with another company must be immediately notified to EASO in writing. If the conditions for performance of the contract are no longer guaranteed as a result of these changes, EASO reserves the right to terminate the contract.

Both joint offers and subcontracting are allowed in response to this call for tenders. Offers may even combine both approaches. In any case, the tender documents must specify very clearly by means of the appropriate forms, detailed in SSF 2-5, whether each company involved in the tender is acting as a partner in a joint offer or as a subcontractor (this also applies where the various companies involved belong to the same group, or even where one is the parent company of the others).

³ This form is available at:

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

⁴ The form is available at:

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm.

Joint Offers

In case of a joint offer, only the co-ordinator must return the financial identification form.

In case of a tenderer submitting a joint offer who has already set up a consortium or similar entity for conducting the project in case a contract will be awarded, the tenderer should mention this fact in the tender, together with any other relevant information in this connection.

In case of tenderers submitting a joint offer who have not yet set up a consortium or similar entity, the tenderers should be aware that, in case the tenderers are awarded the contract, EASO may require the tenderer to give a formal status to this collaboration before the contract is signed. This can take the form of:

- an entity with legal personality recognized by a Member State; or
- an entity without legal personality but offering sufficient protection of EASO's contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association).

In case of tenderers submitting a joint offer, the tenderers are asked to fill in and duly sign one of the attached **Powers of Attorney (SSF 2, 3)**, depending on the set up that has been chosen by the tenderers.

Subcontracting

If the tenderer envisages subcontracting, the tender must include:

- a **document (SSF 4)** clearly stating the roles, activities and responsibilities of the proposed subcontractor(s), and the reasons why subcontracting is envisaged;
- a **letter of intent (SSF 5)** by each proposed subcontractor stating its intention to collaborate with the tender if the tenderer wins the contract and their willingness to accept the tasks and the terms and conditions set out above, in particular article II.18 of the draft framework contract.

Subcontractors are only obliged to provide the legal entity form without the evidence, and are not required to present the financial identification form.

3.4.2 Exclusion criteria documentation

Tenderers or their representatives shall provide a **Declaration on their honour (SSF 8)**, duly signed and dated in which they:

- state whether or not they are in one or more of the situations referred to in Articles 106 and 107 of the Financial Regulation and detailed in the form;
- Where the bid constitutes a joint offer, each entity must provide the form. Where the total amount envisaged for subcontracting is above 50% of the total contract value, the potential subcontractor(s) must also provide the form (as required from the potential contractor). The same applies regarding the requirement to present evidence of compliance with the exclusion criteria.

By returning the above-mentioned form, duly signed, tenderers confirm their awareness of all requirements of the **Declaration on their honour (SSF 8)**.

3.4.3 Selection criteria documentation

General

This part of the tender concerns the criteria and evidence relating to the technical and professional capacity and economic and financial capacity of the service provider(s) involved in the bid, It should also contain any other document that the tenderer(s) wish(es) to include by way of clarification.

An economic operator may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. In that case, evidence must be provided that it will have at its disposal the resources necessary for performance of the contract, for example by producing a clear undertaking on the part of those entities to place those resources at its disposal.

In case of joint offer or sub-contracting, the tenderer(s) must stipulate the role, qualifications and experience of each service provider and, where relevant, the monitoring arrangements that exist between them.

In case of joint offer, or sub-contracting for which the total amount envisaged is above 50% of the total contract value, evidence of the ability of the entity involved in the joint offer or the potential subcontractor(s) to perform the tasks entrusted to him/them shall be included in the offer. Such evidence is the same as that also required from the tenderer, as described and identified above.

Economic and financial capacity of the tenderer(s)

This proof is to be provided by submitting the completed **Declaration on their honour (SSF 8)**.

- Evidence for selection criterion

Annual turnover exceeding EUR 500.000 for each of the past three years.

Upon request all tenderers must provide proof of their economic and financial capacity (a copy of the tenderer's annual accounts (balance sheet, profit and loss account,) of the last three years, signed by the accountants). If several service providers are involved in the bid, each of them, in principle, must have and show that they have the necessary economic and financial capacity to perform the tasks assigned to them in the tender. The same applies to subcontractors whose tasks are equal to or exceed 50% of the contract.

Technical and professional capacity of the tenderer(s)

The selection criteria will be assessed in particular with regard to their know-how, efficiency, experience and reliability.

By submitting a tender, each legal entity involved therein accepts the possibility of a check being carried out by EASO on its technical capacities and, if necessary, on its research facilities and quality control measures.

This proof is to be provided by submitting the completed **Declaration on their honour (SSF 8)**.

- Evidence for selection criterion: Upon request all tenderers must provide a proof of their technical and professional capacity to have at least five (5) years of experience in the provision of catering and related services during large international conferences (of at least 100 people): a list of the most important events during the last five years .
- Evidence for selection criterion: Upon request all tenderers must provide a proof of their technical and professional capacity to have a suitable contract manager by submitting her/his CV: he/she is required to have at least 5 years' experience in the high profile outside catering industry and a good working knowledge of English (at least B2 level⁵). .

Section Two: Technical proposal

3.4.4 Technical conformity documentation

Please note that, to grant equal treatment of all tenders, it is not possible to modify offers after their submission in relation to the technical and financial proposals. As a consequence, incompleteness in this section can only result in negative impact for the evaluation of award criteria. Please note also, that proposals deviating from the technical specifications may be rejected for non-conformity.

The technical specifications and the tender of the successful tenderer shall become integral parts of the contract and will constitute annexes to the contract.

Tenderers should elaborate on all points addressed by these specifications in order to prove the technical compliance of their offer to the tender specifications, filling in **SSF 10 Technical Proposal**.

The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, will only result in a very low score. In addition, if certain essential points of these specifications are not expressively covered by the tender, EASO may decide to give a zero mark for the relevant qualitative award criteria).

Section Three: Financial proposal

3.4.5 Financial conformity documentation

Tenderers must use the **financial proposal form (SSF 9, with attached Excel table)** to formulate their financial proposal.

The tenderers attention is drawn to the following points:

- prices must be expressed in euros;

⁵ For an explanation of the levels please see the Europass model CV at this link:
<http://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions>

- prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJEC L 152 of 13 July 1967). Exemption is granted to EASO by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubts about the applicable VAT system, it is the tenderers responsibility to contact his national authorities to clarify the way in which EASO is exempt from VAT;

The reference price for the award of the contract shall consist in the total price for evaluation according to the **financial proposal form (SSF 9)**.

All tenders must contain all the information and all the supporting documents required by these specifications. In the absence of the required information or documents, EASO may disqualify the bid. EASO reserves the right, however, to request additional evidence in relation to the bid submitted for evaluation or verification purposes within a time-limit stipulated in its request.

4. THE ASSESSMENT PROCEDURE

The evaluation procedure is confidential and deliberations are held in closed sessions of the evaluation committee whose conclusions are collective. The members of Evaluation committee are bound to secrecy.

4.1. EVALUATION STEPS

Stage 1 – Application of eligibility and exclusion criteria to tenderer

The aim is to check whether tenderers are eligible to take part in the tendering procedure.

The eligibility of the tenderer will be evaluated on the basis of the documents submitted as indicated in Section 3.4.1 and 3.4.2.

If a member of a consortium is subject to exclusion, the rest of the consortium will be excluded. If a subcontractor is subject to exclusion, the tenderer shall be excluded.

Here to be noted that exclusion criteria from participation and exclusion criteria from award are valid through the whole duration of the award procedure.

Stage 2 – Application of selection criteria to tenderer

The aim is to check the technical and professional capacity and economic and financial capacity of each tenderer, who has passed the exclusion stage, to perform the contract.

The capacity of the tenderer will be evaluated on the basis of the documents submitted as indicated in Section 3.4.3 Selection criteria.

Stage 3 – Application of award criteria to tender

Only the tenders of those tenderers, who met the requirement of the eligibility, exclusion and selection criteria, will be further evaluated. The aim is to establish a ranking list in order of merit.

The contract will be awarded to the most cost-effective tender.

The following award criteria will be applied:

a) Qualitative award criteria:

Award Criteria		Points
Criterion A	Environmental considerations	10
Criterion B	Time requirements and deadline	10
Criterion C	Quality control, contract monitoring and management processes proposed	25
Criterion D*	Menu options, quality and food range proposed	50
Criterion E	Selection of appropriate venues	5
TOTAL:		100

The selected tender is assessed according to the above qualitative award criteria and the weighting applicable to each criterion.

Tenders scoring less than 60 % in the overall points total or less than 50% in the points awarded for a single criterion will be excluded from the rest of the assessment procedure.

Tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, will only result in a very low score. In addition, if certain essential points of these specifications are not expressly covered by the tender, EASO may decide to give a zero mark for the relevant qualitative award criteria.

***With regard to award criterion D, the Evaluation Committee requires a tasting session at EASO to taste the proposed menus by the Tenderers that comply with the Exclusion and selection criteria.** 25 points will be given for the variety of the submitted menus and 25 points for the testing session

b) Award criterion Price:

For the purpose of the evaluation only the SSF9 with relevant Excel table “Financial awarding weighting table - Scenario” will be used for the weighting of the prices.

The weightings will be used only for the assessment of the financial offers. Quantities are only indicative and not binding in any way on the Contracting Authority.

The Price Award criterion will be assessed on the basis of the Total NET weighted Price.

c) Awarding:

The contract will be awarded to the tender which is the most cost-effective (offers the best value for money) is reaching the highest score according to the following formula:

score for tender X	=	$\frac{\text{cheapest price}}{\text{Price of tender X}} \times 40$	+	$\frac{\text{Total quality score (out of 100) for all award criteria of tender X}}{100} \times 60$
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4.2. AWARD OF CONTRACT

Information to tenderers

EASO will inform tenderers of decisions reached concerning the award of the contract, including the grounds for any decision not to award a contract or to cancel the procedure (see point 12 of the Invitation to tender).

Upon respective written requests made by the tenderers, EASO will inform all rejected tenderers of the reasons for their rejection, and all tenderers who submitted an admissible tender, of the characteristics and relative advantages of the tender selected for the contract award and the name of the successful tenderer.

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

Standstill period

EASO shall not sign the contract or framework contract with the successful tenderer until a standstill period of 15 calendar days has elapsed, running from the day after the simultaneous dispatch of the notification letters to the tenderers informing them of the award decision.

Where a fax or electronic means are used for the dispatch of the notification letters, the standstill period shall be 10 calendar days.

No obligation to award the contract

The tendering procedure shall not involve the Contracting Authority in any obligation to award the contract. EASO may, before the contract is signed, either abandon the procurement procedure or cancel the award procedure without the tenderers being entitled to claim any compensation.

In the event of cancellation of the tender procedure, tenderers will be notified. In no event shall EASO be liable for any damages in any way connected with the cancellation.

Evidence by contractor

During the standstill period, EASO will request the tenderer proposed for award to provide the evidence on exclusion criteria defined in art.143 RAP and Articles 106 and 107 of the Financial Regulation. If this evidence was not provided or proved to be unsatisfactory, EASO reserves the right to cancel the award procedure or to change the award decision to the benefit of the next best ranked tenderer on condition that he satisfies the provision of the evidence on exclusion.

The tenderer to whom the contract is to be awarded shall provide, within the 15 days following the receipt of the letter informing him of the proposed award of the contract and preceding the signature of the contract, the following evidence confirming the declaration of honour.

The successful tenderer shall receive from the contracting authority the complete list of the supporting documents to the declaration of honour with the notification letter.

The successful tenderer will be asked also provide the evidence for the selection criteria within the same timeframe.

Annexes to the Technical specifications:

- EASO public Holidays 2016
- Standard Submission Forms
- Draft Contract