



Procurement procedure EASO/2017/588

Tender Specifications

Provision of International Courier services for EASO

Open procurement procedure to conclude a framework contract

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1. TECHNICAL SPECIFICATIONS

1.1. BACKGROUND

The European Asylum Support Office (EASO) is an operational regulatory Agency set up by Regulation No 439/2010. EASO's headquarters are in Grand Harbour Valetta, Malta. The mandate of EASO is to strengthen Member States' practical cooperation on asylum, to support Member States whose asylum systems are under particular pressure and to enhance the implementation of the Common European Asylum System (CEAS). The migration and asylum processes are dynamic, multifaceted and constantly evolving and EASO's actions and its coordinating role in exchanging information, best practices and methodologies reflect this.

The various Units of the European Asylum Support Office often have the need to send materials by courier to other member states, rest of Europe and worldwide. EASO therefore envisages the need to launch a Framework Contract in order to ship letters, parcels and boxes containing EASO equipment, publications and other official documents.

1.2. DESCRIPTION OF SUBJECT OF THE CONTRACT

The Services will be mainly requested from/to/between European Union Countries and European countries outside EU. The supplier however has to be able to provide these services from/to/between other areas of the world except for remote destinations, which are generally unreachable. The services are to cover:

- Collection of parcels/mail from "EASO offices in Malta" and delivery to "entire world" including Malta;
- Collection of parcels/mail from "entire world" including Malta and delivery at EASO offices in Malta;
- Collection from "entire world" and delivery to "entire world";
- Fulfilment of the shipping documents;
- General organization and surveillance of the transport;

1.3. REQUIREMENTS FOR THE SERVICES

The Services offered must be both of Standard Express Service and a Standard Economy Service for less urgent and bulkier deliveries.

The pick-up of Standard Express Service will be mainly requested from/to/between European Union Countries and European countries outside EU however the supplier has to be able to provide this service from/to/between other areas of the world, including remote areas.

The purpose of the Standard Economy Service is to have the possibility to choose cheaper express deliveries which can be delivered with longer delay than the Standard Express Service from/to/between European Union Countries and European countries outside EU. However, the supplier has to be able to provide this service from and to other areas of the world including remote areas.

In general the collection is done from the EASO seat situated at MTC Block A/B/C, Winemakers Wharf, Grand Harbour Valetta, MRS 1917, Malta, upon request. Upon specific request, the courier service should be able to collect the mail/parcel from other locations in Malta and also

from other locations situated within the EU, rest of Europe and rest of the world for delivery to “entire world”;

For information, in 2016 EASO had 348 international consignments, out of which 322 were Malta to EU, 6 consignments from EU to Malta and 22 between EU member states. Further information can be found in Annex IV. It is expected the number of consignments will increase, however this is not in any way binding on EASO.

EASO is open from Monday to Friday and the shipments will be arranged for collection during EASO working days. However, occasionally on request there might be some special requirement to collect and deliver shipments over the weekend or Maltese national holidays. EASO’s holidays differ from the Maltese national holidays. As an example, a list of the EASO’s holidays for 2018 is included in Annex III.

1.4. Pick-up Standard Express Service

The Pick-up of Standard Express Service will be mainly requested from Malta to be delivered to the EU, European countries outside EU and to other areas of the world. Upon specific request, the courier service should be able to collect the mail from other locations in Malta and also from other locations situated within the EU, countries outside of Europe and rest of the world for delivery to “entire world”, as follows:

- Collection of parcels/mail from EASO offices in Malta and delivery to the “entire world”;
- Collection of parcels/mail from the “entire world” and delivery at EASO offices in Malta and to the “entire world”
- Fulfilment of the shipping documents;
- General organisation and surveillance of the transport;

1.5. Pick-up Standard Economy Service

The purpose of this service is to have the possibility to choose cheaper deliveries for heavy parcels over 15 kg (conference material, publications etc.) which can be delivered with longer delay than the Standard Express Service.

The Pick-up of Standard Economy Service will be mainly requested from Malta to be delivered to the EU, European countries outside EU and to other areas of the world. Upon specific request, the courier service should be able to collect the mail from other locations in Malta and also from other locations situated within the EU, countries outside of Europe and rest of the world for delivery to “entire world”, as follows:

- Collection of parcels/mail from EASO offices in Malta and delivery to the “entire world”;
- Collection of parcels/mail from the “entire world” and delivery at EASO offices in Malta and to the “entire world”;
- Fulfilment of the shipping documents;
- General organisation and surveillance of the transport;

1.6. Import-Export clearance services for destinations outside EU

Where necessary, the Contractor shall be responsible for customs formalities required for delivering or importing particular documents or goods, and must prepare the necessary shipping documents.

Any additional customs charges must be paid in full by the Contractor to the respective national authorities and then invoiced to EASO attaching the relevant payment documents. EASO shall

refund the expenses to the Contractor.

1.7. Insurance & Compensation

All consignments shall be compensated by the contractor to at least the actual value of the consignment and the cost of the sending the consignment as limited by the applicable international treaty or local law against direct loss or damage. The Agency acknowledges that the compensation shall be limited by the terms and conditions of the contract concluded with the successful tenderer. The cost of this insurance has to be included in the general consignment cost.

The contractor should also provide to the Agency an insurance option for a higher declared value (when the declared value is higher than the limits of the standard liability as indicated above) for consignment, which shall be chargeable.

1.8. Maximum Delivery Times for Standard Express Services

The required maximum delivery times for the standard express services are as follows except for the cases of force majeure.

- Within 2 working days for EU destinations
- Within 3 working days for European countries outside EU
- Within 5 working days for North America, South America, North Africa, South Africa and Rest of the World except for the difficult and remote destinations where an additional 2 working days is allowed.

1.9. Maximum Delivery Times for Standard Economy Services

The required maximum delivery times for the delivery by Standard Economy Service should be:

- Within 8 working days for EU destinations
- Within 10 working days for European countries outside EU
- Within 15 working days for North America, South America, North Africa, South Africa and Rest of the World except for the difficult and remote destinations where an additional 5 working days is allowed

1.10. Collection in Malta for both Standard Express Service and for Standard Economy Service

The collection of the letters/documents/packages/ boxes/items from the EASO Premises in Malta has to be carried out upon request between **09:00 and 17:00** from the EASO premises situated at MTC Block A/B/C, Winemakers Wharf, Grand Harbour Valletta, MRS 1917, Malta.

1.11. Collection from the rest of the world for both Standard Express Service and for Standard Economy Service

The collection of the letters/documents/packages/boxes/items from a location other than the EASO premises will be carried out upon request and EASO will advise the selected contractor as to the collection times on a case by case basis.

1.12. Booking System

The selected contractor has to provide an on-line booking system for the standard express service accessible by multiple users at EASO. Order Forms will be put in place indicating the specific amount and period of validity and the booking of the shipments will be linked to the Order Form in place at the time of booking. When an Order Form is consumed another one will be put in place, with numbered Order Forms being issued consecutively each time that an Order Form is consumed or expires, up to the maximum threshold of the Framework Contract, which is EUR 500 000 (five hundred thousand euros).

Each individual EASO user has to be traceable and identifiable through an individual and personal user ID and password. The user ID and the password of each EASO user has to be individual and shall not be shared with other EASO users.

The selected contractor's booking system shall allow users to access the system through a personal ID and password (approx. 5 ID and passwords are needed at the moment, but the number may increase in the future) in order to insert the shipment details and print out the shipping form (data entry only).

Each time the need arises, EASO users will insert the shipment details (address, weight etc.) by accessing the on-line booking system through their personal login and password.

The selected tenderer's courier will have to collect all EASO's shipments (envelopes, parcels etc.) within the earliest times possible as per the stipulated delivery deadlines.

Should there be problems with the online booking due to technical communication problems, then the booking can also be made by telephone or email.

The successful contractor must provide a full training to EASO's mailroom operatives on the use of the software (booking and tracking system, proof of delivery) and hardware (e.g. label printers) provided by your company and on any other relevant aspects of the courier service. This service must be provided free of charge.

1.13. Tracking System

The selected contractor has to provide a tracking system and indicate the tools to trace the shipment delivery status (on-line or via other tools). The receiver's name, date and time of every delivery should be viewed online or via other tools.

1.14. Packaging and Consumables

Majority of consignments will be packed by the Agency in cardboard envelopes or alternatively in water-proof bags, which shall be provided by the contractor in appropriate quantities so that the Agency always has sufficient stock, upon quotation.

1.15. The successful tenderer must be able to provide EASO, upon quotation, with various packing materials such as boxes, thermal labels, all necessary forms, dangerous goods labels etc. Professional packing service on request is desirable. EASO may request, upon quotation, packing material and professional packing services when the need arises. Dimensions and Maximum Weights

The maximum weight for a consignment offered by the tenderer cannot be inferior to 500 kg. The maximum dimension of the parcels offered by the tenderer, calculated by adding the lengths of three sides, cannot be smaller than 150 cm.

1.16. Security and confidentiality of consignments

The shipments often contain confidential and highly sensitive data regarding the Agency's core activities. Therefore, it is imperative to have adequate tools which would prevent any potential loss, damage or incorrect delivery.

1.17. Undeliverable consignments

Undelivered consignments should be returned to the Agency after at least three attempts by the contractor to make delivery. If it appears that the delivery address or contact person is incorrect, the contractor shall make all reasonable efforts to verify this with the Agency. It will be desirable that the clarification provided by the Agency regarding the recipient's details is acted upon within 48 hours.

1.18. Reporting and statistics

The contractor will be required to provide to the Agency free of charge, status reports upon request related to major delays, damages or losses and a monthly accumulative report detailing number of consignments, destinations, weight, type of services etc.

2. THE CONTRACT

2.1 THE NATURE OF THE CONTRACT

EASO, the Contracting Authority, intends to award single framework service contract for the provision of international courier 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 their 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 FWCs shall enter into force on the date on which it is signed by the last contracting party.

The contract is expected to be signed in March 2018. The FWC is to be implemented by concluding specific Order Forms, with reference to the specific shipping request. Order Forms will be put in place indicating the specific amount and period of validity and the booking of the shipments will be linked to the Order Form in place at the time of booking. When an Order Form is consumed another one will be put in place, with numbered Order Forms being issued consecutively each time that an Order Form is consumed or expires, up to the maximum threshold of the Framework Contract, which is EUR 500 000 (five hundred thousand euros).

The duration of the FWC is 12 months.

The period may be renewed automatically three times for 12 months per renewal.

2.3 ESTIMATE OF THE MAXIMUM BUDGET

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

These figures **are indicative and represent an estimated maximum possible expenditure.**

EASO reserves the right to increase by no more than 50% the estimated value of the FWCs, in accordance with Article 85 of the EASO Financial Regulation and Article 134(1) (e) of the RAP. In such cases, EASO and the successful tenderer shall use a negotiated procedure without prior publication of a contract notice for new services or works consisting in the repetition of similar services or works entrusted to the economic operator awarded the initial contract by EASO.

2.4 PLACE OF PERFORMANCE

The place of performance of the tasks shall be mainly EASO' Premises or any other place indicated by EASO, unless agreed otherwise in writing by the parties.

2.5 TERMS OF PAYMENT

Payments shall be made in accordance with Articles I.4 & II.15, II.17 of the draft framework service contract and in the Order Form referred to above.

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

According to VALUE ADDED TAX ACT CAP.406 , Thirteen schedule, Article 51, article 2 (obligation to issue receipt) "every person who makes a supply, other than an exempt without credit supply shall, except where he is required to issue a tax invoice in respect of that supply, issue a fiscal receipt in accordance with this Schedule for the consideration paid to him for that supply and such fiscal receipt shall, unless issued before the payment is made, be issued and delivered to the person who effects the payment or to the person to whom the supply is made immediately after payment has been effected, to the extent covered by that payment.

Immediately after the payment, Maltese Companies are obliged to send the Fiscal receipt (except the companies exempted) according to VALUE ADDED TAX ACT CAP.406 , Thirteen schedule, Article 51, article 2 (obligation to issue receipt). Failure to do so, and loss of the refund (or part of it) should constitute a liability of the company to compensate EASO with the VAT amount lost.

2.6 GUARANTEES

Not applicable.

2.7 LIABILITY

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 should 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.

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 authorization 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) names and include in their tender sub-contracting documents (SSF 2-5).

Once the contract has been signed, Article II.7 of the above-mentioned contract shall govern the subcontracting.

2.8 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 should be addressed to 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.

2.9 IMPLEMENTATION OF THE CONTRACT

Within 2 working days of an order form being sent by the contracting authority to the contractor, the contracting authority shall receive it back, duly signed and dated.

The period allowed for the provision of the services shall start to run on the date the contractor signs the order form, unless a different date is indicated on the form.

EASO reserves the right to send out a specific order to another service provider of its choice, independent of the framework contract. .

Order Form (*see attached to draft Framework contract*)

Once the Order Form is signed by both parties the execution of the services can start.

3. THE TENDER

3.1 PREPARATION 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 agreement on government procurement - 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 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 am on 22/01/2018 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.

Such requests for further information may be made only in writing with the subject indication, « EASO/2017/588» to the following e-mail address: contracts@easo.europa.eu

Provided it has been requested in good time, such additional information will be made accessible simultaneously to all economic operators on the website <http://easo.europa.eu>.

EASO is not bound to reply to requests for additional information made less than five working days before the deadline for receipt of tenders

EASO will inform interested parties of the existence of an error, a lack of precision, an omission or any other type of defect in the documents relating to the invitation to tender by supplying information on the website.

During assessment procedure, EASO may require clarification in connection with a tender, or if obvious clerical errors in the tender must be corrected. In any event, such contact must not lead to any amendment of the terms of the tender

All tenderers are kindly requested to visit the above-mentioned website frequently prior to submitting bids.

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 this technical specifications (to be filled in SSF10).

Content of the tender

Section One: Administrative proposal

3.4.1. ELIGIBILITY DOCUMENTATION

Any tenderer is asked to prove that he is authorised 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 organisation, express authorisation 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 Form¹ (SSF 6)** is to be signed by a representative of the tenderer authorised to sign contracts with third parties.
- **Financial identification² (SSF 7)** form shall be duly filled in and signed by an authorised representative of the tenderer and his/her banker.

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.

¹ This form is available at:

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

² The form is available at:

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

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 SFF 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).

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 service 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 30% 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.

Evidence of the economic and financial capacity of the tenderer(s)

This proof is to be provided by submitting the completed **Declaration on their honour (SSF 8)**. The successful tenderer will be asked to provide evidences confirming the declaration on the following information:

- Annual turnover exceeding EUR 200.000 for each of the past three years (2014, 2015 and 2016).

Evidence in case of award

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, turnover overview) of the last three years, signed by the accountants. If several service providers are involved in the bid, all must have and show that they have the necessary cumulative 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 30% of the contract.

Technical and professional capacity of the tenderer(s)

This proof is to be provided by submitting the completed Declaration on their Honour (SSF8). The successful tenderer will be asked to provide evidences confirming the declaration.

Tenderers are required to prove that they have sufficient technical and professional capacity to perform contract.

By submitting a tender, each legal entity involved therein accepts the possibility of a check being carried out by EASO on its technical capacities.

Tenders should show their degree of technical and professional capacity to carry out the requested tasks by providing information on the criteria described below. If several services providers or sub-contractors are involved in the tender, the selection criteria for the technical and professional capacity will be assessed in relation to the combined capacities of the service providers and sub-contractors, as a whole, to the extent that service providers or sub-contractors put their resources at the disposal of the tenderer for the performance of the contract.

Selection criteria

Selection criteria n.1

Evidence that the tenderer's core business is relevant to the subject of the contract. Ability to provide international courier services as described in these tender specifications.

Evidence for selection criterion n.1

A list detailing previous experience in providing international courier services to companies, public Institutions, EU agencies or any other entities under at least 3 different contracts, whether public or private in the past 3 years, indicating the value of the contracts and the main services provided.

The tenderer shall include into the offer an adequate proof of possessing the necessary authorisation to perform the activities requested in the tender (e.g. Proof of Membership of the Contractor in a professional association, licences specific to the performance of the contract, a certificate from the local authorities governing this kind of services so as to assure EASO that the contractor is ready to begin activities in accordance with the relevant legislation).

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**. **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.

Tenderers are advised that for the purpose of evaluation of Quality award criteria a mark from 0 to 10 (10 being the best mark) will be given for each individual response. The marks will be subsequently converted on a pro rata basis into points taking into consideration maximum number of points allocated per each question.

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;
- 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;
- Prices **shall be all-inclusive** (i.e. including all relevant costs and all expenditure (e.g. management, transport, administrative costs, delivery, collection, etc)
- **Prices shall not be conditional** and be directly applicable by following the technical specifications;
- The price quoted must be fixed and not subject to revision during the first year of performance of the contract.
- The price should include all surcharges that would be applicable for those destinations (fuel charge, remote access charge, etc.). The tenderer must also supply its complete current price lists upon which it will base its prices for the cost scenario.
- The reference price for the award of the contract shall consist in the price resulting from the scenario in SSF9 Financial proposal form .

If not free of charge and not mentioned in the tariff list, tenderers must list the prices for:

- Additional high value insurance if not included in the delivery service price,
- Any additional charges which might be applicable to EASO during the performance of the contract e.g. remote access charge, fuel charge, undeliverable consignments

charge , charge for bulk booking report, reports on the carbon emission, cost of carbon credits, weekend or UK bank holiday delivery charges, any additional charge for volumetric weight.

The tenders must specify the terms and conditions upon which the additional charges will apply.

Unless specifically indicated otherwise in the tender's financial proposal and tariff list, prices submitted in response to this tender must be inclusive of all costs involved in the performance of the framework contract (e.g. to include delivery, collection, travel, subsistence, waiting time etc.). No expenses incurred in the performance of the services will be reimbursed separately by EASO.

Tenderer is obliged to ensure that all types of charges which at the time of the tender submission might be reasonably expected during the performance of the framework contract are submitted in the tender response (i.e. financial proposal and tariff list). Any charges which at the time of tender submission could be reasonably expected to be incurred throughout the duration of the framework contract and which are not stated in the tender response will not be accepted. Subject to the Agency's approval, charges which cannot be foreseen at the time of the tender submission may be charged according to the successful tenderer's future tariff list.

The tender shall contain all the information and all the supporting documents required by these specifications. In the absence of the required information or documents, the 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.

Bids involving more than one service provider must specify the amounts for each provider.

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

The order of the stages is not mandatory, and may be changed.

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 tender 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. Criteria to be applied are:

- quality in terms of technical quality of the offer (60%) assessed on the basis of the below Criteria A.

and

- price (price of the tender measured as a ratio compared to the lowest tender) (40%) assessed on the basis of the below Criteria B.

A. Qualitative award criteria

The following qualitative award criteria will be applied:

No	Qualitative award criterion	Weighting	Maximum points available
1.	<p>Please describe in detail the levels of delivery services that can be provided to EASO including proposed guaranteed delivery times (EU, Europe, Worldwide), maximum sizes and weights and any other information which are relevant for supply of services stated in point 1 of technical specifications, including the possibility of next day delivery for EU destinations</p> <p>Please also detail what measures your company have in place to ensure that the consignments are delivered within the agreed timeframe and if there will be any compensation for the Agency in cases when the timeframes are not met due to events which are controllable by the contractor.</p>	15 %	25
2.	<p>Please detail what times and collection procedure you propose for the collections from the EASO's premises in Malta.</p> <p>Please also specify if you would be able to provide a collection on the request during the weekend or Maltese public holiday.</p> <p>Please also describe how you would meet the requirement of occasional collection from specified addresses worldwide (i.e. third party collection).</p>	15 %	25
3.	Please detail how you would ensure the physical security of the consignment throughout the whole process of delivery.	9 %	15
4.	Please detail how would you comply with the Agency's requirement regarding the courier booking system described in point 1.12 of technical specifications. Please	12 %	20

No	Qualitative award criterion	Weighting	Maximum points available
	define which information needs insertion in the system for each booking. Describe the steps needed during the booking process. Please describe if the system is based online or on local PC, how the software updates will be carried out and how would they affect the users. Also, please describe the electronic security and confidentiality of the system. More points will be given for an online flexible booking system. Please also specify the type of hardware which will be provided to the Agency e.g. label printers, if any.		
5.	Please detail the solutions which can be provided for tracking system following the requirement stated in point 1.13 above, including the time period during which the information is available in the tracking system.	9%	15
	TOTAL	60 %	100

The selected tender is assessed according to the above qualitative award criteria and the weighting applicable to each criterion (SSF10).

Tenders scoring less than 60% in the overall points available for qualitative award criteria (i.e. a minimum of 60 points overall) 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 expressively covered by the tender, EASO may decide to give a zero mark for the relevant qualitative award criteria.

B. Award Criterion price

For the purpose of the price evaluation only SSF9 Financial proposal form will be used for the weighting price. The weightings are based on the estimated usage of the services. Quantities are only indicative and not binding in any way on the Contracting Authority. Contrary, these quantities are based on estimation of the consumption during 12 months and will be used only for the assessment of the financial offers, without this implying any commitment on the part of the contracting authority as regards the actual volume of consumption.

The offers will receive a number of points corresponding to the ratio between the lowest price acceptable offer and their offer.

Award formula

The contract will be awarded to the tender which is the most cost-effective (offers the best value for money) on the basis of the, following formula:

score for tender X	=	$\frac{\text{cheapest price}}{\text{price of tender X}}$	*	100	*	price weighting (in %)	+	total quality score (out of 100) for all award criteria of tender X	*	quality criteria weighting (in %)
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The contract will then be awarded to the tender with the highest score.

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 14 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 the Institute 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 with 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, a list of documents confirming the declaration of honour.

EASO may waive the obligation of a tenderer to submit the documentary evidence referred to in paragraphs 1 and 2 if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided to EASO in a previous procurement procedure and confirm that no changes in his situation have occurred. He shall indicate in its tender all the references necessary to allow EASO services to check this evidence.

Annexes to the Technical Specifications:

Annex I - SSF – Standard Submission Forms (Forms from 1 to 10)

Annex II Draft of the framework contract

Annex III EASO Holidays 2018

Annex IV Summary of international consignments 2016